

BOOKING CONDITIONS- VILLA MARZIALI

1. DEFINITIONS AND INTERPRETATION

In these Booking Conditions:-

“the Booking Form” means the form fully completed by you in respect of a Property;

“you” means the Party Leader and all other members of the party named on the Booking Form on whose behalf the booking is made;

“the Full Rental” means the amount payable by you for the rental of a Property excluding any insurance cover arranged through us and the Security Deposit;

“we or us” means Clare Robertson-McIsaac of Adderstone House, Adderstone Crescent, Newcastle upon Tyne, NE2 2HH;

“the Party Leader” means the person who is named as such on the Booking Form;

“the Property” means Villa Marziali or any alternative property agreed with us;

“the Rental Period” means the period of rental of a Property as detailed on the Booking Form;

“the Security Deposit” means the damage or loss deposit payment on booking as detailed in 3C below.

2. BOOKING YOUR HOLIDAY

A. If you wish to make a booking please

- read through all of the documentation which we have sent you
- send your completed Booking Form to Clare Robertson-McIsaac of Adderstone House, Adderstone Crescent, Newcastle upon Tyne, NE2 2HH with the appropriate cheque payments.

B. Please let us know at the time of booking whether any member of your party is elderly, ill or suffering from any form of disability or incapacity or has any special needs, as the Property may be unsuitable for such guests, so that we can highlight any potential difficulties for them.

C. On receipt of your Booking Form we will check the information you provide and particularly your special requests or needs (if any) to establish whether the Property is suitable for you. Any special requests you make will only form part of the contract when confirmed by us in writing. Please note that pets are not allowed.

D. Please note that the swimming pool will be closed and covered from 31 October although the Property may be available to rent after this date.

E. Please note that the signatory on the Booking Form must be over 18 years of age and be authorised by the other members of the party to sign the relevant Booking Form and accept these conditions on their behalf. The information on the Booking Form must be accurate as we rely on it. You should update us immediately should any of the information become incorrect after you have despatched your Booking Form to us.

F. All payments due under these Booking Conditions are the responsibility of the Party Leader and must be paid by them on behalf of the whole party. The payments (i.e. deposit or Full Rental, the insurance premium (if any), the Security Deposit and the balance) must **each** be made at the appropriate time by a **single** cheque to Clare Robertson-McIsaac. Post-dated cheques will not be accepted. Any refunds will be made to the Party Leader.

G. After we have received

- the fully completed Booking Form (and any other information required from you)
 - and payment in cleared funds of the deposit or the Full Rental if due, the correct insurance premium (if any) and the Security Deposit
 - and have established that the Property is available and is suitable for you
- we will issue a confirmation of booking. On the issue of the confirmation a contract will be made between those people named on the Booking Form and us.

H. We have the right to refuse to accept any bookings at our discretion (including where we are unable to accommodate your needs) refunding any payment received.

I. These Booking Conditions will also govern your relationship with our servants, agents and subcontractors.

J. Our contract includes your completed Booking Form and all written communications from us to you. You must also note and comply with all guidance and other requirements in the information pack referred to in 2M. Please note that the information regarding restaurants and other local businesses is not part of our contract and we do not accept any liability for services provided by them.

K. Please note that any arrangements made e.g. for cooking will be a separate contract between you and the other party even if we assist you in making the arrangements e.g. by speaking on your behalf to the service provider. If you request assistance from us which is unrelated to the specific Property rental we reserve the right to charge you for such services.

L. Ten weeks before departure we will send you a reminder showing the total amount outstanding under the contract and the last date this should be paid (i.e. 56 days (8 weeks) before the beginning of the Rental Period). **Please note that if we have not received this payment by the date shown in the reminder letter we will cancel your booking.** In these circumstances your deposit (which represents the cost to us of making your holiday arrangements for you) and any insurance premium will be forfeited however we will refund the Security Deposit.

M. After receipt of the balance due we will send you your information pack containing further information about the Property and its surroundings and your arrival details.

3. COSTS

A. The Full Rental includes:

- the rental of the Property
- electricity and hot water
- a weekly clean and
- change of linen and towels (where the Rental Period is more than a week)

B. It does not include:

- the insurance premium (if any)
- transport
- central heating
- any other ancillary services.

All prices quoted are based on a VAT rate of 17.5% and we reserve the right to increase or decrease our prices in line with any change in VAT or other fees or levies due.

C. The Security Deposit of £500 sent by separate cheque with the Booking Form will be held against any damage or loss occurring during the Rental Period. This amount will be returned to you within 21 days after the end of the Rental Period, unless any deductions have been advised to you in which case the balance will be returned.

4. INSURANCE

A. We require that you take out insurance to cover the cost of cancellation by you of the booking and the cost of assistance, including repatriation in the event of your illness or accident. Information about an insurance policy which you may, if you wish, take out in respect of these risks is attached. Your insurance policy should be of the same or higher standard than that described including cover for personal liability of at least £1 million and you must provide evidence of adequate alternative insurance when you send your Booking Form.

B. The insurance policy we offer is arranged through Robertson-McIsaac Insurance Brokers Limited and Fortis Insurance Limited and a consortium of brokers. We act as agents for Robertson-McIsaac Insurance Brokers Limited and therefore your contract for insurance is with that company and not with ourselves. Their address is Adderstone House, Adderstone Crescent, Newcastle upon Tyne, NE2 2HH.

Fortis Insurance Limited is at Fortis House, Tollgate, Eastleigh, Hampshire SO5 3YA.

C. Insurance premiums are non-refundable after your holiday has been booked. The premium charged includes Insurance Premium Tax of 17.5%. We reserve the right on behalf of Robertson-McIsaac Insurance Brokers Limited and Fortis Insurance Limited to increase the cost of insurance offered to reflect any increases or additional taxes levied.

5. AMENDING OR CHANGING YOUR BOOKING

A. Should you wish to amend or change your booking in any way please contact us immediately. We will then do our best to make the necessary changes for you. We reserve the right to charge reasonable administrative costs for making any amendments or changes.

B. Any significant change requested within 6 weeks of the beginning of the Rental Period will be treated as a cancellation and the cancellation charges detailed in section 7 below shall apply.

6. CHANGES TO FACILITIES AND SERVICES

A. It may sometimes be necessary for there to be changes in the facilities offered at the Property. This may happen both before and after our contract is made or even during the Rental Period.

If the change is significant (for example the loss of use of a swimming pool during the Summer) then we will inform you of such change or changes as soon as is reasonably possible. In such circumstances, you will have a choice of:-

- (1) withdrawing from the booking without penalty receiving a full and prompt refund of all monies you have paid to us
- (2) proceeding with the booking with the changes notified by us
- (3) accepting an alternative arrangement (if available). If this is of higher quality than that which you booked it will be offered to you subject to you paying the price differential between the two arrangements. We will refund any difference in price where the substitute arrangement accepted is of lower value.

B. Subject to paragraph 6C below we will also pay you reasonable compensation.

C. No compensation will be payable if we are forced to change the arrangements in any way for reason of war, threat of war, riot, civil strike, industrial dispute, terrorist activity or threat of terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances which are beyond our control.

D. We are not liable to reimburse you in respect of any costs incurred which are distinct from your Property rental, for example, travel costs. You may be covered by your holiday insurance for such costs.

7. CANCELLATION

BY US

A. We reserve the right to cancel or terminate your booking and that of the rest of your party at any time:

- should we in our absolute discretion consider your conduct or the conduct of any person in your party is impairing the comfort, health or enjoyment of our other guests or staff or other members of the public or is likely to do so; and/or
- if you fail to disclose any material fact to us on booking or in any communications with us; and/or
- if you are in breach of the terms of our contract; and/or
- for reasons beyond our control (see 6C above) including the actions of an unconnected third party).

In the above circumstances we will have no further liability to you and no refunds will be paid.

B. Should we cancel your booking in circumstances other than those detailed above, we will offer you the choice of:

- a full refund; or
- a substitute arrangement, if available.

Should the substitute arrangement be of a lower value we will compensate you for the difference in value of the arrangement you booked and the substitute.

Should the substitute arrangement be of a higher value than that which you originally booked, we reserve the right to charge you the difference in cost between the two arrangements.

Subject to the provisions of 7A above if the cancellation is made within [56] days of the Rental Period we will also pay you reasonable compensation for the cancellation effected in accordance with this paragraph.

BY YOU

C. Should you wish to cancel your booking the Party Leader must write to let us know immediately by recorded delivery or facsimile.

The following cancellation charges will apply:

| | |
|--|---------------------|
| More than 56 days before commencement of the Rental Period | Loss of Deposit |
| Between 56 - 43 days before the commencement of the Rental Period | 50% of Full Rental |
| Between 42 - 28 days before the commencement of the Rental Period | 60% of Full Rental |
| Between 27 - 15 days before the commencement of the Rental Period | 80% of Full Rental |
| Between 14 days and the commencement of the Rental Period or later | 100% of Full Rental |

Please ensure that you are in receipt of written confirmation from us of your cancellation. We will refund the Security Deposit and any balance of the Full Rental due to you after payment of the cancellation charge within [14] days of the cancellation. Please note your insurance premium will not be refunded. Your holiday insurance may enable you to recover your cancellation fees, you should check your policy thoroughly.

If the cancellation occurs within 56 days of the Rental Period and the balance of the Full Rental has not been paid any cancellation charges due must be paid to us within [14] days of the charge arising, notwithstanding the fact that your holiday insurance policy may cover the cancellation charge. It is your responsibility to claim any such insurance monies due.

8. AT THE PROPERTY

ARRIVAL AND DEPARTURE

A. Rental Periods commence on Saturday afternoons. The Property will be available to you from approximately 5.00 p.m. on your arrival date and you are requested not to arrive before this time.

B. On the day of departure you must vacate the Property by 10.00 am. Please be sure to observe these times unless alternatives have been agreed by prior written arrangement with us. Please note that late departures cannot be agreed with our local cleaning staff.

C. Only the members of the party as named on the Booking Form may occupy the Property unless otherwise agreed by us. Unless such agreement is given any person occupying the Property who is not named on the Booking Form will be asked to vacate the Property.

CARE OF THE PROPERTY

D. During your stay you must treat the Property carefully and appropriately and follow the house rules which are explained here and in the information pack referred to in 2M.

E. You must maintain a high standard of cleanliness throughout the Rental Period, especially in the kitchen, e.g. to avoid insect infestation (especially ants which are common in this area). The Property will be cleaned from 10 a.m. on Saturday morning and our local cleaning staff will need access to the Property from that time including the bedrooms and bathroom. **If the Property, particularly the kitchen, is left in a dirty condition after the Rental Period, an extra cleaning charge will be levied. All costs in making good any damage or loss to a Property or any items within it reasonably deemed to have occurred during the Rental Period will be deducted from the Security Deposit.**

F. The Property has a septic tank. You must ensure that no disposable nappies, sanitary towels or tampons or other sanitary protection is placed in the lavatories as this will cause blockages. Please use the bins provided.

G. If you experience any problems with the plumbing or hot water boilers please do not attempt to fix them yourself but contact us on 00 44 191 212 1234 and we will arrange for assistance.

H. Please note that the information pack will indicate where the amenities are not usable (e.g. if fireplaces are awaiting modification). Please also note that the central heating may not be used unless we agree otherwise.

I. The Property has a vacuum tube located in the cupboard under the stairs. If it is necessary for you to use it please follow the instructions in the information pack provided and do not attempt to vacuum up anything larger than dust as this will block the tube and a charge will be deducted from the Security Deposit for unblocking it.

J. You must not bring any glass objects onto the swimming pool terrace, there are plastic glasses provided at the Property.

K. Linen and towels are provided and are changed weekly. These towels should not be used for swimming whether in any pool at a Property or otherwise. You should provide your own towels for such purposes.

L. Smoking is not permitted in the Property. If smoking in the grounds, please do not dispose of cigarettes and matches on the ground.

M. When you leave the Property and no member of your party remains you must close and lock all windows and doors. This is an insurance requirement and if you do not do so you will be liable for any costs we incur as a result of the insurance not covering any damage e.g. if a theft occurs without proof of forcible and violent entry.

SAFETY AND SUPERVISION

N. You are responsible for the supervision of any member of your party who is under the age of 18 years or is unable to look after themselves. You must supervise your babies and children at all times. This is particularly important in and near the swimming pool.

O. Please be careful when moving around the bathrooms particularly when the floor is wet and take care when using steps e.g. in en-suite bathrooms.

SECURITY OF YOUR PROPERTY

P. We draw your special attention to the following:

- your personal belongings are your own responsibility during your stay at the Property.

- we accept no liability whatsoever for any accident, loss or damage to your belongings unless due to our negligence or that of those for whom we are legally responsible.

Q. We reserve the right to claim from you any sums which we pay to any other guest or other third parties where such payment was made as a result of your actions or inaction.

9. LIABILITY

A. We accept responsibility for death or personal injury or illness caused by the negligent acts and/or omissions of us or our employees, suppliers and sub-contractors whilst acting in the course or scope of their employment with us.

B. We accept responsibility for ensuring that the arrangements which you book with us reach a reasonable standard and for damage caused to you by our failure to perform our contract or improper performance of our contract, unless this improper performance happens without fault on our part or that of any other person who supplies services which are included in the Full Rental because:

- it is attributable to an unconnected third party or
- it is your fault or
- it is due to circumstances beyond our control or
- results from an event which we or any other person who supplies services could neither foresee nor forestall.

C. Please note that any photographs and advertising material provided to you are intended to give an overall impression of the standard of facilities and services at the Property and do not provide details of its specific contents. We reserve the right to change the fixtures and furnishings in the Property from time to time for maintenance and/or improvement and will not be liable for these unless there is a significant reduction in the standard of accommodation provided.

D. In all cases, except personal injury or death, our liability to you for the total of all claims arising out of the booking is limited to the cost of the booking less any insurance, cancellation and amendment charges.

10. CAN WE HELP?

A. Whilst we do our best to make your stay at the Property a success, any problem you have or matter you wish to complain about must be made known to us during the Rental Period **immediately** the issue arises on **00 44 191 212 1234**. We will do our best to help and put things right. It is an important condition of this contract that you do let us know at the earliest possible opportunity.

In particular please contact us if you experience problems with any of the following:

- the swimming pool
- the hot water boilers
- the septic tank

If your problem cannot be resolved during the Rental Period and you wish to take the matter up after the holiday please write to us within 28 days of your return from holiday. Failure to follow this procedure will deprive us of the opportunity to assist you and rectify the problem, as such we will be unable to entertain any non-compliant complaints.

You must assign to us all rights which you may have against any third party and must give us and our insurers full assistance in claiming against such party.

11. GENERAL

A. Should any of the terms of this contract be legally declared void or unenforceable, the remainder of our contract will remain in full force and effect.

B. Some of the information contained in the Booking Form will be held on computer for which we hold a valid notification under the Data Protection Act. We may use the details you give to provide you with information about our Properties.

C. We reserve the right to enter the Property at any time for any reasonable purpose, for example to carry out repairs.

D. It is not intended that any of these conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.

E. You may not use photographs of the Property for financial gain without our written consent.

12. LAW

A. Our contract is governed by English law and is subject to the non-exclusive jurisdiction of the English Courts.

Travel Information - please note these are guidelines and suggestions only based on our experience and we are not liable for any consequences if your experience is any different.

The nearest airport for this region is Ancona, followed by Pescara. Ryanair (ryanair.com) fly daily from Stansted to Ancona and Pescara at very reasonable fares. From Ancona the drive is approximately just over an hour. Bologna and Rome are both approximately three hours drive away. From Bologna we believe it is a very easy drive. We will provide journey details with the confirmation of booking.

The best map for the area is “Umbria/Marche” in the Touring Club Italiano series; Stanfords (0207 836 1321) can provide it.

Property Information

Prior to the Rental Period we will also send you an information pack relevant to the Property you are renting. This will give information about the particular house, local facilities, shops and restaurants etc. If at any stage you have questions, however trivial, please do not hesitate to ask them!

Swimming Pools

All the swimming pools will be closed and covered from 31 OCTOBER, some earlier. If the out of season use of a swimming pool is essential to your holiday, please enquire.

Most properties are available to rent after this date – please enquire.

5 **Remittance**

1. Deposit (25% of Full Rental)
with balance due at least 56 days before Rental Period) or

Full Rental (if booking within 56 days of Rental Period)
- (Please pay the above amount by a single cheque payable to Clare Robertson-McIsaac)
2. Holiday Insurance
(Please pay this amount by a single cheque payable to Robertson-McIsaac Insurance)
3. Security Deposit
(a separate cheque for £500 payable to Clare Robertson-McIsaac) £500
(This amount is returnable 21 days after the end of your holiday subject to the provisions of
the Booking Conditions entitling us to make deductions.)

6. **Data Protection**

We agree that you may use the above information (and any other information we provide as a result of this booking) to administer and manage the booking including passing details as necessary to our agents and sub-contractors. You may also use the above information (and any other information we provide as a result of this booking) to contact us in the future with information about the Property and any other properties you may have which are available to rent.

7 **Declaration**

I have read, understood and accept the Booking Conditions. I accept the responsibility to ensure that all members of the party are aware of, and accept the Booking Conditions. I confirm that I am a member of the party renting and that I accept the value of the Full Rental. I am over 18 years old.

Signature.....

Date.....

Please return to:

Clare Robertson-McIsaac
Adderstone House
Jesmond
Newcastle upon Tyne NE2 2HH

Fax: +44 (0)191 212 0033
Tel: +44 (0)191 212 1234

TRAVEL INSURANCE

All clients must insure against all holiday risks. Robertson-McIsaac Insurance Brokers Ltd have arranged holiday travel insurance which is underwritten by Fortis Insurance Ltd and a consortium of insurers for any person staying at these properties. In the light of the booking conditions and the Cancellation Clause in particular, we recommend that you take out this insurance to cover any deposits paid or balances payable. Clients not taking our own holiday travel insurance **MUST** provide evidence of adequate alternative insurance arrangements.

Please make sure that you have read and understood the cover and the principal exclusions because if for any reason the underwriters do not consider a claim to be valid neither Clare Robertson-McIsaac nor Robertson-McIsaac Insurance Brokers Ltd can be held responsible. The full terms of the insurance are contained in the Fortis Compass Travel Insurance Policy which alone constitutes the contract between the Insured Person and the Insurers. In the event of a dispute regarding the terms and conditions of this insurance the terms and conditions of the Fortis Compass Travel Insurance shall prevail. We show only brief details below. We will send you the full policy document with your confirmation of booking. Please check your confirmation letter very carefully to make sure that all of your party has been included in the policy. Unless specifically agreed to the contrary this Insurance shall be subject to English law.

Premium per person, **from leaving home in the UK until returning to home in the UK** (inclusive of 17.5% Insurance Premium Tax):

| Period not exceeding | adult | child | adult (if excluding personal belongings) | child (if excluding personal belongings) |
|----------------------|--------|--------|--|--|
| 10 days | £15.80 | £7.90 | £13.43 | £6.72 |
| 17 days | £19.20 | £9.60 | £16.73 | £8.16 |
| 23 days | £24.55 | £12.30 | £20.87 | £10.46 |
| 31 days | £32.10 | £16.05 | £27.29 | £13.64 |

A "child" is under the age of 18 on your date of departure

DECLARATION

The Compass insurance policy contains health restrictions. You must be able to make the following declaration for yourself, anyone travelling with you, a close relative or business associate who the trip will depend on. For you or anyone travelling with you

- a nobody is waiting for an operation, hospital consultation (other than for regular check ups), or other hospital treatment or investigations.
- b nobody has received treatment, other than regular medication, in the last 12 months for any blood disorder, any psychiatric illness; any form of cancer, leukaemia or tumour; dialysis treatment; a transplant or dementia
- c nobody has any breathing or heart problems which have needed hospital treatment more than once in the last 12 months
- d nobody has been seen by a specialist in the last three months, (other than for regular check ups) or been admitted to a hospital overnight
- e nobody has been diagnosed by a registered doctor as having a terminal condition
- f you do not know of any other reason (other than medical) why the trip is likely to be cancelled or cut short

If you, or anyone travelling with you cannot agree with this declaration when you take out the insurance, you must phone the Fortis health Line on 0870 222 038 quoting scheme code CT1. Do this at the time of taking out this insurance and they will tell you if we can give cover. If you cannot contact them at the time of buying this insurance, you must contact them within 14 days, but before you travel. They will tell you if they need any more information.

If there is a change in your medical condition or the medical condition of anyone travelling with you (after you have taken out this insurance, but before you travel) and you can no longer agree with the declaration, you must contact the Fortis health Line immediately on 0870 222 038 quoting scheme code CT1. They will tell you if they need any more information.

If at the time of your taking out this insurance, (or booking the trip if this was later) any close relative or business associate had a medical condition for which he or she was receiving treatment at a hospital, was waiting for a hospital consultation or treatment; had been given a terminal prognosis or been told that their condition is likely to get worse in the next 12 months; Compass will not pay for any problem which has anything to do with that medical condition.

The following is a short summary of the benefits per insured person

CANCELLATION: up to £3,000 per person

The insurer will pay for the loss of deposit and the balance payable to Clare Robertson-McIsaac if, after paying the premium, you have to cancel your holiday because of events outside your control. You are not covered for labour disputes, our failing to provide holiday accommodation, change to your financial circumstances other than redundancy, your deciding that you do not want to travel, government regulations, currency restrictions, acts of Parliament, terminal illness already diagnosed (unless Fortis have been told about it when you booked and they agree to insure), pregnancy if you are expected to give birth at any time up to 8 weeks after the end of the holiday and the first £3,500 of any claim.

If you cancel within the 56 day period prior to departure and the balance of the holiday cost has not been paid to Clare Robertson-McIsaac you must still pay the outstanding balance and then make the appropriate insurance claim. It is NOT Clare Robertson-McIsaac's responsibility to extend credit to the Client in respect of holiday costs that the Client has incurred.

CURTAILMENT: up to £3,000 per person

MEDICAL EXPENSES: up to £10m per person

HOSPITAL BENEFIT: up to £1000 per person

PERSONAL ACCIDENT: up to £25,000 per person

PERSONAL BELONGINGS: up to £1,500 per person

TEMPORARY LOSS OF LUGGAGE: up to £100 per person

MONEY & DOCUMENTS: up to £400 per person

LOSS OF PASSPORT: up to £250 per person

PERSONAL LIABILITY: up to £2m per person

MISSED DEPARTURE: up to £75 per person

LEGAL EXPENSES: up to £25,000 per person

DELAY: up to £100 (up to £3,000 for Cancellation) per person

MAKING CLAIMS Please telephone the insurer for a claim form on 08701 222022. Fill it in and send it together with your supporting documents to The Claims Department at the address shown on the claim form or accompanying leaflet. Do not send them any documents until you have completed the claim form.