

TRULLO BELLISSIMO- BOOKING FORM and TERMS & CONDITIONS

A. TERMS & CONDITIONS

DEFINITIONS:

Within this Booking Form and Terms & Conditions, the following additional definitions will apply;

- i) 'you', 'yours' and 'his' includes all persons named in the Booking Form and Terms & Conditions, including any amendments and/or substitutions.
- ii) 'we', 'us', 'ours' or 'Keith' refers to the Owner.
- iii) Collectively, the above are herein referred to as the 'Parties'.
- iv) 'Departure' means the date of your intended travel as confirmed in the Booking Form.

RENTAL RATE:

The Rental Rate is the rate posted on the Trullo Bellissimo website for the applicable Period, as amended from time to time. The applicable Rental Rate for purpose of a booking will be that which is posted on the website at the time of making an Initial Reservation. All Rental Rates are denominated and payable in pound sterling (£) and are for the property per calendar week.

RENTAL PERIOD:

The Rental Period is the period posted on the website at the time of making an Initial Reservation.

HOW TO BOOK:

Initial Reservations may be made by telephone or e-mail. Keith will then issue you with an Invoice that will include details on how and where to pay the applicable Deposit.

DEPOSIT:

A non-refundable Deposit of 30% of the Rental Rate and for the Rental Period is required upon making a Booking.

BOOKING AND PAYMENT:

Upon making your Initial Reservation, a non-refundable deposit of 30% of the total amount of the Rental Rate must be sent within 7 calendar days of the Initial Reservation, otherwise your reserved option on the property will automatically be released and the booking cancelled. Your reservation will be confirmed, in writing or by e-mail, on receipt by us of your Deposit and a signed copy of the Booking Form and Terms and Conditions, confirming acceptance by the Party Leader on behalf of all persons intending to occupy the property. Please ensure that all persons intending to occupy the property have read and understood the Terms and Conditions (parents/guardians in the case of children). The balance of the Rental Rate must be paid in full, no later than 60 calendar days before the commencement of your holiday and if the booking is made within 60 calendar days of Departure, the full amount of the Rental Rate must be paid at the time of booking. No reminders will be sent, so please ensure that you adhere to these dates, to avoid possible cancellation and disappointment.

REFUNDABLE SECURITY DEPOSIT:

A refundable Security Deposit of £300 is required to cover any Damages or loss to the property during the Rental Period, payable with the balance of the Rental Payment. The Security Deposit is conditionally refundable and will be returned within one week after the Rental Period. Any defects found on arrival, must be reported to the owners agent with 24 hours, or you may be held liable. The owner will use his full and practical discretion when deciding upon the retention of any amounts from your Security Deposit. Your co-operation in advising the owner's agent of any damage or breakage promptly, to assist us in rectifying the matter for subsequent guests, will be appreciated. The Security Deposit is fully refundable in the event of Cancellation.

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PARTY LEADER:

The Party Leader is the person named on the Booking Form and Terms & Conditions. It is the responsibility of the Party Leader to ensure that all Terms and Conditions are adhered to, including full payment of the Rental. All correspondence will be between the Party Leader and the Owners. It is the Party Leader's responsibility to ensure that all members of the party have read and understand the Terms and Conditions of the Booking. The Party Leader will promptly advise us of any name changes accompanied by a revised and signed copy of the Booking Form and Terms and Condition. Any such Amendment(s) will deem to be accepted, only upon receipt by the Party Leader of an e-mail or written confirmation from Moira.

SIGNATURE:

The signature of the Party Leader on the Booking Form and Terms & Conditions is deemed as acceptance by the entire party of the terms and conditions set out therein as well as the general information provided on the website. All Bookings are subject to the Terms and Conditions and the information provided in this document and on the website and applies to the Party Leader and all members of your party. The Party Leader must sign the Declaration in two places 1) at the bottom of Terms & Conditions and 2) at the bottom of the Booking Form.

CANCELLATION:

In the event of cancellation, the Party Leader must notify us by e-mail. In the event of cancellation by the Party Leader up to 60 days prior to Departure, the deposit will be forfeit. We reserve the right to cancel the booking if the final payment has not been made 60 calendar days before Departure. Additionally, if cancellation occurs after paying the final balance and is cancelled more than 30 days before Departure, 75% of the total holiday cost will be charged. If the booking is cancelled within 29 days or less, prior to Departure, the client will forfeit the total cost of the Booking. We will gladly provide proof of payment for the purpose of any related insurance claim, but will not get involved with any insurance claims and clients are reminded that making a fraudulent insurance claim is a criminal offence.

CANCELLATION OR CHANGE BY US:

Whenever possible any change will be advised without delay. Should circumstances beyond our control require the booking to be cancelled or amended, we will offer a full refund of any rental payments paid to us at the time of such cancellation or change.

PRICE GUARANTEE:

The prices posted on the website are subject to change. However, the price is fully guaranteed when the Deposit has been paid together with receipt by the Owners of a signed copy, by the Party Leader, of the Booking Form and Terms & Conditions and the acknowledging Confirmation has been issued by us.

CONTRACT:

No Contract exists between the Parties until the conditions set out under Price Guarantee above have been met. Any subsequent Amendments will be subject to the receipt by both Parties of the required Booking Form and Terms & Conditions and relevant Confirmation

AMENDMENTS:

If after confirming your booking you decide to alter any details we will do our utmost to make the requested changes, provided that we are informed at least 60 calendar days prior to the rental commencement. Any such agreed Amendments will be subject to those set out under the Booking and Payment and Contract sections above.

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COMMUNITY RESTRICTIONS

Only the numbers of persons on the booking form are allowed to use the facilities at Trullo Bellissimo. The number of occupants must not exceed 6 persons at any time, but in any event, is limited only to those named on the Booking Form. It is the responsibility of the Party Leader to ensure that we have a complete and up to date list of all occupants prior to departure. Failure to observe the stated occupancy is deemed a cancellation by you and we reserve the right to refuse admittance to the property and/or evict you at your expense, cancel the Booking and apply the appropriate cancellation charges.

FORCE MAJEURE:

We cannot be liable for any loss, damage or injury arising in connection with your stay at the property caused by matters outside of any reasonable control, including acts of God, war, terrorism, civil disturbances, strikes or other industrial action, acts of Government or any event beyond our control.

APPLICABLE LAW:

The Contract and all matters arising from it, including, but not limited to, Terms & Conditions, Booking, Cancellation and general information are governed by English Law and subject to the jurisdiction of the Courts of England and Wales.

ARRIVALS AND DEPARTURES:

Check in time is after 4.00pm on the day of arrival and check out time is by 10.00am on the day of departure.

CHILDREN:

Children are welcome. However, as a cautionary note children must be supervised for their own protection as the swimming pool is not gated and there are open stone steps (a feature of this type of property) leading to the roof.

OUT OF BOUNDS:

- **Trullo Roof:** There are ancient steps that lead to the roof of the property. Under **NO** circumstances should these steps be used, as it is dangerous and could lead to death or injury and/or damage to the roof of the property.
- **Waterfall Feature:** This is strictly intended as a feature and should not be used for diving as it could lead to death or injury and damage to the stone sealant.

SWIMMING POOL:

Use of the swimming pool is at your own risk. No liability will be accepted for injuries howsoever caused as a result of its use. Do not allow children to use or play near the swimming pool unsupervised. Do not take glass or bottles into the pool area. Plastic cups are available and should be used around the pool for your own safety. The pool has a 2.3 metre deep end and no diving is permitted. Guests are requested to use the external shower before using the pool to maintain the quality of the water.

LIABILITY:

We accept no responsibility whatsoever for personal injury, loss or damage to persons or personal effects however caused.

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SECURITY:

During your stay or whenever you leave Trullo Bellissimo, for your own security, you are expected to ensure that all shutters, windows, doors and gates are locked and the security alarm set.

SECURITY ALARM: The property is protected by a security alarm which permits partial (i.e. when property is occupied) or full protection (when property is unoccupied). Additionally, the property is directly protected by a security service (Pantera) should the alarm be triggered. In this event, security officers will attend the property to investigate. Instructions on the use of the alarm are included in the Welcome Pack. The Party Leader will be issued with an alarm fob (key ring size) upon occupancy, which must be returned to the Owner's management agent prior to departure.

UNREASONABLE BEHAVIOUR:

In the event of unreasonable or serious misconduct you could be asked to vacate Trullo Bellissimo at your own expense, and all monies paid would be forfeited. Loud noise/music should be avoided after 10.00pm.

DAMAGES:

The Party Leader is responsible for any damage caused to the property by any member of his party, howsoever caused. Subject only to the sole discretion of the Owners, any breakages or damage will have to be paid for. The amount of the Security Deposit does not limit the extent of The Party Leader's liability under this section. To ensure that the property is in good condition for subsequent rentals, you are requested to promptly advise the owner's agent of any such occurrence. This section also applies to the return of all keys and security alarm fobs, prior to your departure from the property

INSURANCE:

You are strongly advised to take out adequate insurance cover. Never travel without insurance. We are not responsible for any deaths, injuries, illness or loss or damage to property, including motor vehicles or that of any guest however caused.

SMOKING:

Clients are politely requested to smoke outside the property.

PETS & CATS:

We regret that pets are not permitted at the property. Sometimes there may be stray cat(s) in the area, please do not feed these cat(s), as it will only encourage them to hang around the property during your stay and may affect subsequent guests with cat allergies. Under no circumstances should cat(s) be allowed into the villa. Any additional cleaning required should this occur, will be deducted from the Security Deposit.

WATER:

Water is scarce in the south of Italy. No charge will be made for the water, but we request that you please use it wisely.

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CENTRAL HEATING:

Central heating is available, but should only be used in the cooler months, usually between the end of October and beginning of April. There is no extra charge for the central heating, but as Propane Gas is very expensive in this part of Italy, we would request that it is not left on unnecessarily.

WELCOME PACK:

There is a welcome pack at Trullo Bellissimo with both important and helpful information for your stay. It is obligatory that you read through this pack at the start of your stay to ensure that you fully understand the security alarm and use of all utilities and appliances.

DEPARTURE:

You are requested to leave the property on departure in a clean and tidy condition and return all keys and the security fob to the owner’s agent. All rubbish must be cleared from the property before/on departure, to avoid a charge. Details of the local rubbish regulations will be outlined in the Pre-Vacation Notes.

PARTY LEADER DECLARATION: The Party Leader is required to sign the following;

<u>PARTY LEADER DECLARATION</u>	
<p>I have read, understood and accept the Terms & Conditions for renting Trullo Bellissimo as set out in Section A of the Booking Form and Terms & Conditions. I confirm that all members of my party, detailed in the Booking Form (Section B) have also read, understood and accept the Terms & Conditions of booking. I am over the age of 18 and authorised to sign on behalf of the Party detailed in the Booking Form. I understand that failure to pay the balance of the Rental Rate and Security Deposit, at least 60 calendar days prior to the date of departure, will result in Cancellation of the Booking and forfeit of the Deposit.</p>	
Signature of Party Leader :	Date:
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Deposit Due Date	
Rental Balance Due Date	

3) PARTY LEADER INFORMATION

Full Name	
Address (To be used for all correspondence)	
Post Code	
Daytime Telephone No.	
Evening Telephone No.	
Mobile Phone No.	
E-mail Address	
Holiday Contact Number	
Emergency Contact Name & Telephone Number	

*1)Title	Full Names (Including Surnames)	*2) Grouping (i.e. Adult)

***Notes for Complete Party Information:**

- 1) **Title:- Mr/Mrs/Miss/Ms**
- 2) **Age Group:- vv**

	Age Group
Infant	0-2

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Child	2-11
Adult	11-65
Senior	65+

PARTY LEADER DECLARATION:

The Party Leader is required to sign the following;

<u>PARTY LEADER DECLARATION</u>	
<p>I have read, understood and accept the Terms & Conditions for renting Trullo Bellissimo as set out in Section A of the Booking Form and Terms & Conditions. I confirm that all members of my party, detailed in the Booking Form (Section B) have also read, understood and accept the Terms & Conditions of booking. I am over the age of 18 and authorised to sign on behalf of the Party detailed in the Booking Form. In the event of any changes to my Party, I will send an amended, signed copy of the Booking Form and Terms & Conditions prior to Departure. I understand that failure to pay the balance of the Rental Rate and Security Deposit, at least 60 calendar days prior to the date of departure, will result in Cancellation of the Booking and forfeit of the Deposit.</p>	
Signature of Party Leader:	Date:
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