

## **Rental of the Garden House or the Farm House at Casa Nova: terms & conditions**

### 1. Booking:

When you contact us indicating that you wish to make a booking for the Garden House or the Farm House at Casa Nova, we will confirm availability, send you a booking form for the specified property and tell you the amount payable as a non-refundable booking deposit (which is 25% of the total price) and the date for payment of the balance due (in accordance with clause 3). Bookings are not confirmed until we have received back the booking form signed by you and payment of the booking deposit. We will hold your booking dates for you for 3 working days from sending you the booking form pending receipt of your signed booking form and confirmation payment has been ordered and, once these are received, we will hold your booking dates for a further 7 working days to allow your deposit to reach our account but thereafter we will consider ourselves free to treat those dates as available for others to book.

### 2. Contract:

By paying the specified booking deposit for the property and signing and returning the booking form for that property, you enter into a contract with us on these terms to rent the property at Casa Nova for the period and at the rent specified in the form. “We/us” means Società Agricola Casa Nova SRL. “You” means the person or persons who sign the booking form, who enter into the contract and accept these terms on behalf of all those who are to occupy the house during the rental period, warranting yourselves to be authorized to do so. You are jointly and severally liable for any sums due under the contract from you to us. “The property” means the Garden House, or the Farm House, or both Houses, as may be specified in the booking form.

### 3. Payment of balance:

The balance of the rental due, after payment of the booking deposit, is payable no later than 8 weeks before the start of the rental period. Where a booking is made less than 8 weeks before the start of the rental period, the full amount of the rental is payable at the time the booking is made. Should you fail to pay the balance when it is due, we are entitled to treat the booking as cancelled and keep any booking deposit paid. When you have paid the full amount of the rental due, we will send you instructions for getting to the property and collecting the keys. The cost of electricity, gas, and firewood is included in the price, as is the cost of routine cleaning and

laundering of towels and bedlinen at the end of each week of rental. The cost of any telephone calls or any additional cleaning that may be requested or required is not included and must be paid as an extra.

4. Method of payment:

Our rental prices are quoted in and are payable in Euros, and are to be paid net of any transfer fees by bank transfer to the bank account of Società Agricola Casa Nova SRL in Italy whose details are given on the booking form.

5. Assignment:

We recognize that sometimes it may happen that having booked a holiday, you are unable to take it and wish to pass the booking on to someone else you know. You must, however, agree this with us. We will require the person to whom you are passing the booking to sign our booking form, accepting these terms and agreeing to make any payments which may become due in respect of the rental after the date of signature, before we will treat the booking as having been transferred. If you have already paid us a booking deposit, or paid the full rental, we will treat this payment as transferred to the replacement booking, on the footing that it is for you to arrange reimbursement from the person to whom you are transferring the booking. Unless the booking is transferred, you will be liable for any cancellation charges that may apply.

6. Cancellations:

- (1) We have the right to cancel a booking at any time but, in practice, we would only expect to cancel a confirmed booking in exceptional circumstances, such as unforeseen works making the property unsuitable for occupation at the relevant time. Should we have to cancel a booking, we will inform you as soon as reasonably possible and confirm the cancellation in writing by recorded or registered delivery to the address you gave in the booking form. We will do our best to offer you alternative dates when the property you booked is available, or to offer you the other rental property at Casa Nova as a substitute, if available, or to pass you details of alternative properties which may be available for your original dates, to minimize the inconvenience to you. Our only liability to you, however, will be to refund all monies paid to us by you.
- (2) If you wish to cancel you must confirm this in writing by recorded or registered delivery to us at the address given in clause 15 below, to avoid any possibility of mistake or misunderstanding as to your intentions or our receipt of your instruction. Save in exceptional circumstances, the instruction to cancel should be signed by the person who signed the booking form. Your cancellation is not confirmed until you have paid us the cancellation charge specified below. Should

you fail to do so, we shall be entitled (at our election) to maintain the booking and charge you the full rental due and/or claim damages from you.

- (3) If you cancel a confirmed booking, we may not be able to re-let the property for the period of your booking at the price you were due to pay, particularly if the cancellation is at a late stage. We may have to reduce the price to obtain a replacement booking and we may have to spend additional time and incur additional cost in dealing with your cancellation and seeking to find a replacement booking. For the sake of simplicity of administration, we apply standardized cancellation charges designed to compensate us for these matters. The following cancellation charges will apply to cancellations of confirmed bookings (without prejudice to any other remedy that we may have):
- (a) Notice of Cancellation received on a date up to 8 weeks before first day of rental period: booking deposit only;
  - (b) Notice of Cancellation received on a date less than 8 weeks and up to 6 weeks before first day of rental period: 50% of total rental;
  - (c) Notice of Cancellation received on a date less than 6 weeks and up to 4 weeks before first day of rental period: 65% of total rental;
  - (d) Notice of Cancellation received on a date less than 4 weeks before first day of rental period: 100% of total rental.

#### 7. Currency:

Our rental prices are quoted in and are payable by you in Euros to the account of Società Agricola Casa Nova SRL in Italy, whose details we supply on the booking form. We are not obliged to accept payment in any other currency or by any other means, unless otherwise agreed with us in advance of the due date for payment. Where we do agree to accept payment in another currency, we will specify the amount payable by you in that currency, adding a margin to cover administrative costs and the costs of conversion to Euros and/or transmission to Italy.

#### 8. Security deposit:

Before you are given the keys to the property, at the start of your rental period, you must pay a security deposit of 400 euros, in cash, to the keyholder, who will give you a signed receipt. This security deposit will be drawn on to pay for any breakages, telephone calls or any other costs for which you are liable and any remaining balance due to you will be calculated by us and refunded to you within a reasonable time after the end of the rental period. If your liability to us exceeds the amount of the security deposit, we will invoice you for the balance. Interest will be payable by you at 1% above LIBOR on any invoice unpaid after 28 days.

9. Your use of the property:
  - (1) You will not allow the property to be occupied by more than 9 people (plus any infant or infants who were specified at the time of booking as requiring cots).
  - (2) We and our agents or employees shall have the right to enter the property at all reasonable times and (save in an emergency) on reasonable notice for the purposes of inspection and repair of the property and its equipment, fittings and contents, or other reasonable purpose.
  - (3) You will occupy the property for holiday purposes and no other.
  - (4) You will vacate the property promptly at the end of the rental period, by no later than 10.30 a.m. (local time) on the last day of rental. You will be liable for any loss, claim, cost or expense (including legal expenses) arising from any failure on your part, or on the part of any member of the party on whose behalf you booked the property, to vacate the property in accordance with this condition.
  
10. Your liability for any loss or damage:
  - (1) You are liable for any breakages, loss, injury or damage caused by you or by anyone on the premises with your permission, to the property, its contents, or to anyone or anything else (including other properties, their contents, plants or animals) on our land.
  - (2) We shall be entitled to deduct any costs for which you are liable from your security deposit and to invoice you for any shortfall. You accept that we can choose, at our sole discretion, whether to charge you for the cost of replacement or for repair and that, where one of a set is broken or lost, we are entitled to charge you for replacement of the entire set.
  - (3) You will indemnify us for any legal expenses and administrative charges we may incur in enforcing any liability you may have to us under this clause. If we incur any liability to anyone else as a result of your actions or omissions, you will indemnify us for that liability and any related administrative or legal expenses.
  - (4) You agree that you will not smoke inside the property or permit anyone else to do so and you undertake that anyone smoking out of doors will dispose properly of any cigarette butts. If you breach this condition, we reserve the right to require you to vacate the property within 24 hours, without a refund, and to levy an additional charge to cover cleaning and dry-cleaning costs.
  
11. Loss, Damage or Injury to you or those on the premises with your permission:
  - (1) We have taken reasonable steps to make the property safe and secure. A safe is provided and the house has security grills and carbon monoxide alarm. The boiler, gas and electrical systems, and pool are regularly maintained and inspected. We provide instructions on the use of appliances. Our House Notes contain information about the premises which you are advised to read at the beginning of your stay, in particular identifying matters known to us which could pose a risk to young children, if unsupervised. It is your responsibility to use the

systems and appliances provided correctly; and to familiarize yourself with the instructions and House Notes.

- (2) We do not accept any liability to you, or to anyone on the premises with your permission, for loss or damage to possessions or for any consequential or indirect loss.
- (3) Nor do we accept liability to you or anyone in respect of death, bodily injury or illness, except when caused by negligence on our part or negligence on the part of our employees or agents, to the extent that we are legally liable for their acts or omissions.

#### 12. Accuracy of description/standard of accommodation:

- (1) It is as important to us as it is to you that our description of the property is accurate and not misleading. We want your experience of the property to match or exceed your reasonable expectations and we do our best to ensure that that is so. However, we cannot and do not guarantee that the furnishings and specification will be exactly as described or pictured in any website, brochure or advertisement for the house. We may, for example, move, upgrade or change furnishings, fixtures or appliances from time to time, where this does not adversely affect the overall quality and standard of the accommodation offered.
- (2) In Italy it is common to lose the supply of water or power or wireless broadband coverage at periods of high demand or following an electrical storm. We have installed power breakers in the electrical system and a system to ensure maintenance of the water supply for a limited period after a loss of mains water. However, any appliance or telephone left plugged in during an electrical storm is at risk of damage and you may experience interruptions to the supply of electricity or water or broadband access. We are not liable for any loss or damage or inconvenience caused by power cuts, water shortages, electrical storms or lack of connectivity.
- (3) Any property will from time to time suffer problems such as a blocked toilet, broken boiler, or swimming pool needing maintenance, and we do not and cannot guarantee that you will not experience any such problems during your stay. Our sole responsibility is to take reasonable steps with a view to ensuring that any such problems you notify to us are remedied within a reasonable time.

#### 13. Insurance:

We strongly advise you to take out holiday insurance to cover you in the event that you have to cancel your holiday, are ill and need repatriation or medical treatment, or suffer any loss, damage, injury, expense or inconvenience as a result of any accident, theft, illness or misadventure during your stay.

#### 14. Complaints:

We hope you will have no cause for complaint but, if you do, you must notify us promptly and, if at all possible, during your stay so that we can investigate your complaint and, if appropriate, take steps to remedy the problem. If a complaint is not resolved to your satisfaction during your stay, we require written notification within 28 days of the end of your rental period. If you fail to follow this procedure, we may (at our discretion) decline liability for any claim, on the footing that you have deprived us of a reasonable opportunity to investigate and remedy it.

#### 15. Force majeure:

We shall not be liable for any loss, delay or default in performance on our part which is caused by conditions beyond our control including but not limited to Acts of God, wars and acts of terrorism (including the cancellation of flights as a result thereof), or the failure of third parties (such as suppliers and subcontractors) to perform their obligations to us.

#### 16. Data protection:

By signing and returning our booking form you agree that we may communicate with you by email at the address you give, that we may process your information for all purposes connected with administering and managing your booking and that we may transfer your personal information to our agents and contractors within or outside of the European Union, including the United States, for that purpose. We will not we pass on your email address or personal information to others for any other purpose without your consent, save as required or permitted by law. We will not contact you about any other unrelated services we or third parties may offer, unless you consent to our doing so.

#### 17. Notices:

The registered address of Società Agricola Casa Nova SRL is at the offices of our accountant, Pigolotti & Romolini Consulting, at Via Panerai 55, 52037, Sansepolcro (AR), Italy. However, unless otherwise agreed with us, any written Notice confirming cancellation of your booking should be sent to Dr Tom Henry at 62 Cromwell Avenue, London, N6 5HL. Provided that you confirm in writing within 3 working days, we will treat the date of any earlier notice given by telephone (to 07850-408167) or email (to [rentals@casanovaumbria.eu](mailto:rentals@casanovaumbria.eu)) as the date of cancellation for the purpose of clause 5.

#### 18. Jurisdiction and proper law:

- (1) This contract shall be governed by English law.
- (2) The parties hereby submit to the non-exclusive jurisdiction of the English Courts.