

# CASA DEL CINGUETTIO

## Terms and Conditions of Rental

The rental property is: Casa del Cinguettio, Via San Donato 21, Loc. Campello Alto, 06042, Campello sul Clittuno, PG, Umbria, Italy (“Property”)

Property Owner is Berenice Anderson, 19 Thorncliffe Road, Oxford, United Kingdom, OX2 7BA

Person renting the property (“Resident”)

Rental payment according to the season (“Rent”)

Period during which the Resident rents the Property (“Rental Period”)

Date of commencement of Rental Period (“Rental Commencement Date”)

1. It is important that the Resident reads and understands these Terms and Conditions prior to making a reservation. In sending the booking form it is implied that the Resident agrees to and will be bound by these Terms and Conditions. The Property is let as holiday accommodation and does not create a Landlord and Tenant relationship within the meaning of the Rent Acts.
2. A binding contract between Resident and Owner shall be entered into on the Owner issuing the confirmation letter to the Resident.
3. The person submitting the booking form is authorized to contract for and on behalf of all parties who will occupy the Property during the Rental Period. The term Resident shall include all parties occupying the Property.
4. The booking form must be fully completed including the number expected in the party.
5. Payment.
  - a) A completed booking form together with a deposit of one third of the rent (“Booking Deposit”) must be received by the Owner within seven days of the initial telephone or email confirmation of Property availability.
  - b) The balance of the Rent shall be payable six weeks before the commencement of the Rental Period together with a Security deposit for damages of £300
  - c) If a Resident books the Property less than six weeks before commencement of the Rental Period, the full charge of the Rental and any other fees or charges shall be chargeable shall be payable on sending the booking form to the Owner
  - d) On receipt of the booking form the Resident will be sent written confirmation of the booking and the Resident is then responsible for the balance of the Rent. The Resident may want to consider taking out cancellation insurance.
  - e) Failure to make a final payment of the balance of the Rent and any other fees and charges within the specified time will be treated as a cancelled booking. No reminder will be sent as to the balance of payment due and in the event of not receiving the require balance the Rental will be deemed to be cancelled and all payments made shall be deemed forfeited and the Property made available for re-letting.
  - f) All payments unless otherwise specified are to be made electronically to the Owner’s bank account.

6.

- An additional deposit (“Security Deposit”) of £300 is payable and should be paid at the same time the Resident pays the balance of the Rent, or the full cost as outlined in section 5c. This Security Deposit is held by the Owner and is intended for and may be used to offset the cost in full or in part, of remedying any damages, breakages or losses sustained to the Property, or any unbudgeted cost incurred for restoring the Property to a truly clean and tidy state. The Security Deposit shall be held for up to 28 days following the end of the Rental while the Owner evaluates the condition of the Property. Should there be reason for the Owner to use the Security Deposit the Owner shall notify the Resident of the reasons for using the Security Deposit. If there is no need to use the Security Deposit the owner shall return this to the Resident promptly.
7. Arrival and Departure: The Property is available from 15.00 hrs on the day of arrival and must be vacated by 10.00hrs on the day of departure.
8. Care of the Property. A condition of acceptance of any booking is that the Resident will take good care of the Property and its contents and that it is left in as truly clean and tidy state as the Resident will have found it. The care is to include all furnishings, utensils, crockery, linen and a general state of cleanliness on departure. An additional cleaning charge may be made if additional cleaning is required. The Owner will provide the Resident with an inventory of the furniture and effects in the Property. On completion of the Rental the Resident should notify the Owner of any damages and breakages. The owner will check the condition and contents of the Property and will notify the Resident within seven days of any additional cleaning costs or charges for damage and breakages for which the Resident is liable. These charges will be deducted from the Security Deposit and the balance refunded to the Resident within 28 days.
9. The number of persons occupying the property (except for babies under 2 years) shall not exceed 8 unless otherwise arranged with the Owner in writing. The Owner reserves the right to refuse admission to any persons or pets not declared on the Booking Form. The Owner reserves the right to refuse, curtail or terminate any Rental which in its opinion by reason of number or composition of the party may be unsuitable for the Property, and all monies will become forfeited. Single sex parties must notify the Owner prior to booking and the Owner reserves the right to decline such a booking. Under no circumstances does the Owner allow stag nights or hen parties.
10. Once confirmed and booked should the Property become unavailable for reasons outside the Owner’s control the Owner will refund all monies paid and liability shall be limited to the extent of monies paid by the Resident.
11. Description. It is the responsibility of the Resident to ask for clarification, prior to booking, of any points items or matters that may not be covered in the description of the Property and which are important to the Resident’s stay.
12. Use of Amenities and Facilities. The use of any amenities or facilities of the Property, including the swimming pool, by the Resident, any member of the party or invited guest is entirely at their own risk.
13. Access. The Owner or her representative shall be allowed access to the Property at any reasonable time during the Rental Period for purposes of inspection or to carry out any necessary repairs or maintenance.
14. Cancellation.
- a) If a Resident has to cancel the Rental for any reason the Booking Deposit is automatically forfeited. Notice of cancellation must be given in writing and is effective on the date of receipt by the Owner. Provided written notice is given to the Owner not less than ten weeks before the Rental Commencement Date the Resident will not be liable for the full balance of the Rent.

- b) If cancellation is notified less than ten weeks before the Rental Commencement Date, the Resident will be liable for the full balance of the Rent unless the Owner is able to re-let the Property for the weeks concerned. If the Owner is able to do so then the balance, if already paid will be refunded. The Booking Deposit is non-refundable.
- c) Non payment of the Rent due as outlined in section 5 of the Terms and Conditions will be treated as a cancellation and the Owner will treat the Property as available for re-letting. If the Resident fails to pay the Rent due and the Owner is unable to re-let the Property the Resident is still liable for the balance of the Rent due if this has not already been paid and the payment of such balance shall be required within 14 days on demand.

15. Complaints.

- a) Whilst the Owner endeavours to take care to ensure the Resident's satisfaction, should the Resident have cause for complaint this must be reported to the Owner immediately so that the matter can be investigated fully, allowing for the opportunity to try to correct and make good the problem. With respect, a complaint not reported at the time cannot be subsequently entertained after the Resident returns home, as you will appreciate it would be difficult to investigate and/or have the opportunity to rectify.
- b) Should an item fail or the Property and furnishings suffer some wear and tear as much as is reasonably possible will be done to effect a speedy repair, but it must be understood that it is not always possible as the Owner is subject to third party availability and that replacement items or spare parts may need to be ordered. Should an item remain unrepaired this will not automatically warrant a refund or compensation as the item/items form only a part of the overall accommodation, except where the problem renders the Property as unsuitable accommodation. Should a failure be deemed by the Owner to render the Property unsuitable for occupation then the Resident must terminate occupation in order to seek any refund which will be limited to only the Rent paid.
- c) Force Majeure. In the event of failure of services or facilities outside of the Owner's control or of attractions and facilities outside of those of the Property or any leisure activities promoted in the locality of the Property or weather conditions that affect travel, then the Owner will not be held responsible or liable in full or part for refund or compensation, save where the Property is deemed unsuitable for use, e.g. fire or flood when the liability will be only to a maximum of the Rent paid.

16. Limitation of Liability. The owner makes no warranties or representations as to the state of the Property.

17. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction.