

# Waterfront casa vacanze

## Booking contract

**There are two ways in which a Booking can be made by you.**

Either you can:

**book a Property with us** by online platform and pay the entire amount through them, including booking fees. The Booking shall be made and this Booking Contract shall be effective once the full payment has been received by the online platform on our behalf and you have received an email from us confirming the Booking

or

**issue us with a booking request** form via direct contact and pay the full payment or Initial Deposit for the Property as well as the booking fee directly to us. The Booking shall be made and this Booking Contract shall be effective when the full amount payable for the Property or the Initial Deposit is paid and we have provided you with a confirmation email setting out the details of the Booking.

In order to get booking confirmation deposit payment is required. No booking will be valid without prior confirmation email from us. Entire balance is to be paid prior to check in and no refund is applicable for any reason after check in. No refund is applicable in case of no show or delayed check in, not previously agreed with us. In case of cancellation requests, **Cancellation policy** applies.

You shall be required to pay the applicable **damage deposit** (the "Damage Deposit"), cleaning fee and/or any other fees ("Other Fees") as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable). You should carefully check the details of the Quote or Booking Request Form before making any payment, as well as the confirmation email and inform us immediately of any errors or omissions.

The **Damage Deposit** may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay.

We will return the **Damage Deposit** to you following the return of the keys to us, less any deductions in accordance with the conditions listed above.

### **Cancellation policy**

If you need to cancel or amend your Booking you must **write to us or email us as soon as possible**.

In case of booking through an online platform, specific cancellation policy applies. Just follow the instructions provided in the confirmation email.

In case of booking through direct contact please bear in mind that full payment is made of deposit + balance. Deposit is always not refundable, according to the law, while balance may be refunded if you cancel within 30 days prior to check in; no refund is provided for cancellations required over 30 days prior the check in. (i.e. check -in 011017 last day to require cancellation 310817). Cancellation policy to be defined in the confirmation email.

**If we cancel or amend your Booking:** We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking.

If we cancel your Booking, the **online platform** will refund you any fees you have already paid to the **online platform**. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

In case of booking through direct contact, we will refund you any fees you have already paid. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

### **The Property :**

Check -in and check -out timing have to be respected as stated in the confirmation email. If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. **If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled** by you and we shall be under no obligation to refund you.

### **Your obligations:**

You agree to comply with the regulations set out in any House rules document at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. You agree to take all necessary steps to safeguard your personal property while at the Property. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. **We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances.**

**Any refund will be at our sole discretion.** You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

### **Complaints:**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property. If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking. For the avoidance of doubt, **you shall always contact us and not the online platform if you have any complaint in relation to your Booking or the Property.**

**Limit of Liability:**

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated **by you and us** at the time your Booking is confirmed by us. Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

**Miscellaneous :**

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission. This Booking Contract, together with the **Cancellation Policy** and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident. Insurance cover inside the property is guaranteed for guests regularly recorded in writing at check in or admitted afterwards.

**Law and Jurisdiction:**

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the **law of Italy** and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by Italian courts.