

# TERMS AND CONDITIONS OF BOOKING

This Agreement is made between Real Italy Limited ("the Company") and you and all the members of your holiday rental party in respect of the Accommodation(s) named overleaf ("the Accommodation") at the Santo Stefano property ("the Property"). The Company acts as the sales and marketing agent of the owner of the Property, Santo Stefano Limited.

## 1. CONDITION PRECEDENT

1.1 You must be at least eighteen (18) years of age at the time of booking.  
1.2 You must ensure that all members of your holiday party have read the terms and conditions contained herein and accept them in full. The signature of one representative of the party on the booking form will represent that all members of the party have agreed to these terms and conditions. Liability under this Agreement is joint and several between all members of the party.

## 2. INCORPORATION OF WEBSITE TERMS AND CONDITIONS

The terms and conditions contained on the Company's website also form part of these terms and conditions, which govern the agreement between you and the Company.

## 3. LETTING OF THE PROPERTY

3.1 Upon the issue of a written confirmation to you, the Company will be deemed to have entered into a contract with you subject to these terms and conditions. The Company has the right to refuse any booking prior to the issue of your written confirmation and in such event any deposit received will be returned to you immediately.

3.2 When you receive your written confirmation, the details must be checked carefully by you. If anything is not correct then you must notify the Company immediately.

## 4. BOOKINGS

4.1 Subject to any additional provisions of Clause 8 regarding arrangements for wedding parties, bookings and deposits shall be taken as follows.

4.2 On booking the Accommodation, you should pay a deposit of twenty percent (20%) of the total holiday cost by sending a cheque made payable to 'Real Italy Limited' together with this signed and completed Booking Form to Real Italy Limited at Santo Stefano, Cda San Lorenzo 38, 62010 Treia (MC), Italy, or by bank transfer, details of which can be provided on request. Providing the booking can be confirmed, the Company will then send written confirmation to you as soon as possible showing your booking details, the balance of your holiday cost which must be received by the Company no later than eight (8) weeks before your arrival date, and the security deposit required (in accordance with Clause 5 hereof). Where bookings are made for Accommodation less than eight (8) weeks before the arrival date, payment in full of the holiday cost is due on booking.

4.3 Where the balance of the holiday cost is due eight (8) weeks before your arrival date, you must ensure that such payment reaches the Company on time. Although a reminder will be issued, the Company may re-let the Accommodation if no payment is received by the due date. In such circumstances the deposit paid by you will be forfeited and you remain liable for the full amount of the holiday cost in such circumstances although credit may be given for any monies received as a result of re-letting (less any administrative costs of re-letting).

4.4 If any payment you make is not honoured for any reason we reserve the right to make an administration charge of £25.

4.5 Any banking charges incurred in transferring monies to the Company (other than credit card charges) will be your responsibility.

4.6 All prices quoted for the Accommodation include VAT where applicable at the then current rate.

4.7 The Company and its agent reserve the right to charge interest at a rate of 4% per annum above Barclays Bank plc base rate from time to time on any payment or any part payment overdue calculated from the date due to the date of payment and to recover its expenses including legal fees and costs of collection. There is no obligation to provide the Accommodation for occupation until full payment for the complete rental period has been received by the Company.

## 5. SECURITY DEPOSIT

5.1 Subject to the provisions of Clause 8 regarding wedding parties, a security deposit of £500 or ten percent (10%) of the total holiday cost (whichever is greater) is payable no later than seven (7) days before your arrival date. This is to cover the cost of any damage or breakages during your stay to the Property, the Accommodation or its contents. This amount, less any applicable claims, will be returned to you within seven (7) calendar days of your departure from the Accommodation. Failure to pay the security deposit can result in the keys to the Accommodation being withheld upon your arrival, with no further liability to you. If the Accommodation has an outgoing telephone you will also be required to pay a further security deposit of £100. If you have any queries in relation to the security deposit required in advance of your booking, please do not hesitate to contact the Company.

## 6. PRICE AND FACILITIES

6.1 The Company reserves the right to amend prices quoted on the Company's website due to errors or omissions or changes in the VAT rate.

6.2 Payment for the Accommodation shall only be accepted in the currency denomination shown on the website, which shall be either pounds sterling (£) or euro (€).

6.3 The Company reserves the right to change facilities quoted on the Company's website due to errors or omissions. The Company also reserves the right to alter or withdraw amenities or facilities which have been previously advertised as being available where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond the control of the Company.

## 7. CHANGES TO OR CANCELLATION OF THE BOOKING BY YOU

7.1 As a private individual and consumer, you have a statutory right to cancel any booking made by you within seven (7) calendar days of signing the Booking Form and such Booking Form being accepted by the Company. If you wish to exercise this statutory right you must serve notice on the Company within seven (7) calendar days of signing the Booking Form, sending notice of your cancellation in writing by recorded delivery to the Company's address shown on the Booking Form. On receipt of such notice the Company will refund any monies debited from you for the Accommodation direct to you.

7.2 If you have to or wish to cancel your booking at any time other than pursuant to Clause 7.1 above, you must telephone the Company on the telephone number shown on the website and the Booking Form or e-mail Real Italy Limited at bookings@real-italy.com

7.3 If you want to change your booking once confirmation has been issued, an administration fee will be payable once any change has been made. Where a change of Accommodation is requested and can be arranged by the Company for the same original dates booked by you, this will not be treated as a cancellation. However where any change of Accommodation is requested which is not for the same original dates booked by you, this may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking.

7.4 After initial notification pursuant to clause 7.2, the person who signed the Booking Form must also immediately confirm your cancellation in writing sent by recorded delivery to Real Italy Limited at Santo Stefano, Cda San Lorenzo 38, 62010 Treia (MC), Italy. The day that the Company receives your postal notification of cancellation is the date on which your booking is cancelled.

7.5 In the event of cancellation by you, cancellation charges will be payable. If cancellation occurs more than eight (8) weeks prior to the holiday start date, this will be the deposit. If cancellation occurs less than eight (8) weeks prior to the holiday start date, this will be the whole holiday cost. If you have not paid your total holiday cost you may be required to make a further payment although credit may be given for any monies received as a result of re-letting (less any administrative costs of re-letting).

7.6 In the event that the Company wishes to cancel your holiday booking for any reason, they shall be able to do so up to eight (8) weeks prior to your

holiday start date with no further liability to you other than the return of any deposit or monies previously paid by you.

7.7 In the event that the Company wishes to cancel your holiday booking for any reason (other than for a force majeure reason set out in Clause 14), less than eight (8) weeks prior to your holiday start date, the Company shall, at the sole discretion of the Company, either (i) try to relocate you in similar accommodation or (ii) return any deposit or monies previously paid by you together with a compensatory additional sum equivalent to the direct cost of any necessary flight cancellations by you (the latter compensatory sum being subject to a limit of twenty percent (20%) of the total booking cost of the Accommodation). In consideration of the above right to a compensatory sum in such circumstances, you agree that such compensatory sum is a genuine pre-estimate of the loss likely to be incurred by you on any cancellation by the Company and payment of this amount by the Company discharges the Company from any further liability to you and is in full and final settlement of any claims against it.

## 8. WEDDINGS

8.1 On booking the Accommodation for a wedding, you must pay a twenty per cent (20%) deposit for the cost of the Accommodation only by bank transfer or by sending a cheque made payable to 'Real Italy Limited' together with this signed and completed Booking Form to Real Italy Limited at Santo Stefano, Cda San Lorenzo 38, 62010 Treia (MC), Italy. Providing the booking can be confirmed, the Company will then send written confirmation to you as soon as possible showing your booking details and the balance of your wedding and Accommodation cost. A further twenty per cent (20%) of the Accommodation cost must be received by the Company no later than six months before your arrival date. The remainder of the wedding cost, including all Accommodation and other costs, must then be paid in full eight (8) weeks before your arrival date.

8.2 Where the balance of the wedding cost is due eight (8) weeks before your arrival date, you must ensure that such payment reaches the Company on time. Although a reminder will be issued, the Company may re-let the Accommodation if no payment is received by the due date. In such circumstances the deposit paid by you will be forfeited and you remain liable for the full amount of the wedding cost in such circumstances although credit may be given for any monies received as a result of re-letting (less any administrative costs of re-letting).

8.3 In addition a security deposit is payable seven (7) calendar days before your arrival date in the sum of £2,000. The Company is entitled at its sole discretion to refuse to permit entry to the Accommodation or Property by you if the security deposit is not received seven (7) calendar days in advance of your arrival. These circumstances will be treated as a cancellation by you. No refund of any monies will be made and the Company will not have any liability to you as a result of this situation arising (including for the avoidance of doubt any costs or expenses you incur in securing alternative accommodation).

Notwithstanding such security deposit, you continue to be responsible to the Company for any loss, breakage or damage to the Accommodation and/or its contents however caused (reasonable wear and tear excluded) and any loss, breakage or damage to the Property and the facilities caused by any members of your wedding party (reasonable wear and tear excluded) in excess of the £2,000 security deposit. Any such losses, breakages or damage should be notified to the Company's agent on site prior to the departure of your party.

8.4 The provisions of Clause 7 shall apply as regards any notice of cancellation of a wedding.

## 9. TENANTS OBLIGATIONS

9.1 Details of times of arrival and departure are shown on the front page of the Booking Form. Arrangements for collection of keys will be confirmed to you prior to your holiday commencement.

9.2 You are responsible to the Company for any loss, breakage or damage to the Accommodation and/or its contents however caused (reasonable wear and tear excluded) and any loss, breakage or damage to the Property and the facilities caused by your party (reasonable wear and tear excluded). Any such losses, breakages or damage should be notified to the Company's agent on site prior to the departure of your party.

9.3 You agree not to exceed the number of people stipulated on the booking form, nor to invite or allow an unreasonable number of other people into the Accommodation or the grounds of the Property (the Company's decision to be final in relation to any dispute regarding the reasonable and unavoidable use of the Accommodation or Property) and not to cause annoyance or become a nuisance or to cause excessive noise to occupants of any adjoining accommodation or premises.

9.4 You further agree not to use the Property for any commercial purpose (other than a commercial purpose notified to and agreed with the Company in writing in advance) including without limitation assigning or sub-letting the same or otherwise allowing anyone to occupy it that has not been notified as part of your party to the Company.

9.5 Pets are not permitted in the Accommodation or at the Property.

9.6 The Company is entitled at its sole discretion to refuse to permit entry to the Accommodation or Property by you if it reasonably believes that any damage is likely to be caused to the Accommodation or Property by you or your party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will not have any liability to you as a result of this situation arising (including for the avoidance of doubt any costs or expenses you incur in securing alternative accommodation).

9.7 You agree to pay for all electricity, fuel, telephone or other charges incurred during your stay where these services are not included in the rental payment (see the Company's website for information regarding which charges are included in your rental payment). Please note that the Accommodation is a converted chapel, full of character and history. Water shortages do occur; please use it sparingly during the summer months. At the same time, Italy is probably one of the few countries in the world where the government has introduced a system of electricity limiters to contain the national consumption. This means you must be careful when using more than one appliance at once because the limiter may shut the electricity off.

9.8 You agree to allow the Company's representatives reasonable access to the Accommodation and the Property.

9.9 You agree that the person signing the Booking Form (on behalf of all the members of the party) is authorised to agree the terms and conditions contained herein and on the Company's website on behalf of all persons included on the booking form, including those substituted or added at a later date.

9.10 Any persons substituted or added to a party booking at a later date must be advised to the Company in writing in advance of the holiday.

9.11 Your vehicles, their contents and your personal possessions are left in the Accommodation or at the Property entirely at your own risk.

## 10. COMPLAINTS

10.1 Any queries or complaints arising when you arrive at the Accommodation or during your stay (regarding maintenance or facilities) should be addressed in the first instance to the Company's agent on site.

10.2 It is important that any complaints are registered with the Company's agent on site immediately as complaints of a transient nature (for example, the heating of the Accommodation) cannot be investigated or rectified unless they are registered whilst you are in residence.

10.3 No guarantee can be given that the Company will be able to remedy any defects or answer any queries you may have but they will endeavour to assist you.

10.4 Any other complaints in writing should be sent to the Managing Director, Real Italy Limited, Santo Stefano, Cda San Lorenzo 38, 62010 Treia (MC), Italy.

## 11. INSURANCE

It is recommended that you arrange suitable insurance to protect yourself from the cost of cancellation and for any personal belongings

you may take into the Accommodation or onto the Property with you. No insurance is included in the quoted holiday cost.

## 12. TERMINATION

12.1 Either party shall be entitled to terminate this Agreement with immediate effect on written notice if the other party is in breach of any of its material obligations under this Agreement or, if the relevant breach of material obligations is capable of remedy, the breach has continued unremedied for a period of 30 days after the party in breach has been notified of the breach by the other by a written notice specifying the breach and the steps required to remedy it.

## 13. EFFECT OF TERMINATION

13.1 Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect any provision of this Agreement which is expressly intended to come into or continue in force on or after such termination.

## 14. FORCE MAJEURE

14.1 If the Company is affected by circumstances which are beyond its reasonable control (including without limitation flood, storm, fire, earthquake, strikes, acts of terrorism, urgent unforeseen repairs required to Property, telecommunications access problems, destruction or damage of the Property or road blockages) then the Company shall notify you immediately of the extent and nature thereof.

14.2 The Company shall not be deemed to be in breach of this Agreement, or otherwise liable to you, by reason of any delay in performance or non-performance of any of its obligations hereunder (to the extent that such delay or non-performance is caused by circumstances beyond their reasonable control as set out in Clause 14.1 above).

14.3 The Company will refund any monies held in respect of bookings for the Accommodation which are cancelled due to circumstances set out in Clause 14.1 which (notwithstanding Clause 7.7) shall constitute the full liability of the Company to you.

## 15. LIMITED LIABILITY

15.1 Save in respect of any death or personal injury claim caused by the negligence of the Company, the Company does not accept liability for any damage, expense or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever.

15.2 Save in respect of any death or personal injury claim caused by the negligence of the Company, any other liability of the Company (if relevant) under this Agreement shall be limited to the rental value of the relevant booking at the Accommodation.

15.3 The Company shall not be liable to you for any loss of profit, consequential loss or other indirect losses under the terms of this Agreement.

15.4 For the avoidance of doubt, the Company takes every care to ensure that the accuracy of property descriptions and information contained on the Company website is correct at the time of publication. However in the event of any good faith error, the Company cannot accept any liability. There are no warranties, conditions, guarantees or representations as to description merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express implied by statute or otherwise oral or in writing except as provided herein or such as cannot be excluded by law.

15.5 The use of any amenities, where offered, such as swimming pools, gym equipment, golfing facilities and equipment, barbecues etc is entirely at the user's risk and no responsibility is accepted by the Company for any death or personal injury (save to the extent that such death or personal injury was caused by the negligence of the Company). No liability for any other loss or damage in connection with the use of such amenities is accepted.

## 16. SPECIAL EVENTS

In the event that any special events or treatments organised by the Company during your stay at the Accommodation are cancelled due to unforeseen circumstances e.g. open air opera cancellations due to weather, sickness/unavailability of treatment staff for any reason the Company cannot accept any responsibility whatsoever for the cancellation of such special events or treatments but will use its reasonable endeavours to obtain a refund for you of any monies paid by you.

## 17. GENERAL

17.1 This Agreement and any document referred to in this Agreement constitutes the entire agreement, and supersedes any previous agreement, between the parties relating to the subject matter of this Agreement.

17.2 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

17.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy under this Agreement shall prevent any further exercise of the right or remedy of the exercise of any other right or remedy.

17.4 Except as expressly provided in this Agreement the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17.5 The provisions of this Agreement shall be deemed to be severable and any invalidity of any provision shall not affect the validity of the remaining provisions of this Agreement.

17.6 Nothing in this Agreement shall be construed as creating a partnership between the parties or as constituting either party as the agent of the other party (save as expressly set out in this Agreement) for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

17.7 The Company shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is a holding company or subsidiary or group company and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Company.

17.8 You may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement. The Company may assign or transfer or purport to assign or transfer a right or obligation under this Agreement.

17.9 The Company undertakes that in connection with the performance of the services it will comply in all respects with the Data Protection Act 1998 ("the Act") and it will not knowingly by any act or omission be in breach of the Act and in particular but without limitation it will put in place appropriate technical and organisational measures to prevent the unauthorised processing or disclosure of personal data.

17.10 Except in relation to notices served under Clause 7.4 hereof which must be served by registered post, any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post or by facsimile, to the party due to receive the notice or communication at its address set out in this Agreement or such other address as either party may specify by notice in writing to the other.

17.11 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

17.11.1 if delivered personally, when left at the address referred to herein;  
17.11.2 if sent by mail first class, two calendar days after posting it;  
17.11.3 if sent by facsimile on receipt of successful facsimile transmission

**PROVIDED ALWAYS** that where any notice would be deemed under this Clause to have been served on a Saturday, Sunday or UK bank holiday then such notice shall not be deemed served until the next working day.

17.12 This Agreement is governed by, and shall be construed in accordance with, English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.