

## TERMS AND CONDITIONS of booking 2021

### 0 . RENTAL

Bookings are made through **IL COLTO S.R.L.** Via Ville 516, Terranuova Bracciolini- cap. 52028 (AREZZO) – P.IVA e C.F. 01866400516 - email [info@villailcolto.it](mailto:info@villailcolto.it) at the price advertised in **Periods&Rates2021**.

### 1. INITIAL RESERVATIONS

We accept initial reservations by telephone, fax or email for the current and following year only.

### 2. HOW TO BOOK

Bookings are made directly with **IL COLTO S.R.L.** Customers choose a period and ask the availability by mail. Once dates and availability have been confirmed, the property can be held for 3 days if time is required to book flights. Please contact us if required. Once a booking form has been received, the villa will be held for 7 days awaiting receipt of deposit. On payment of the deposit, the booking will be confirmed. If the deposit is not received within the 7 day period, we cannot guarantee that the dates will still be available as we will cancel provisional bookings if no confirmation has been received. Please keep us updated as to the type of payment being made, expected time of arrival and if there are any delays, to avoid disappointment. You will be advised of the balance and due date. On receipt of the balance payment, not less than 60 days before arrival, all details regarding directions, arrival and arrangements for the handover of keys will be sent out. A voucher will also be included, which should be presented on arrival. If the balance payment is not received on time, the booking will be put on hold, pending cancellation until the balance payment or a written cancellation from the client is received. If booking is made less than 60 days before arrival, full payment is required at the time of booking. Confirmation and all details will be sent to the person in the group making the booking. This person should be over 18 years of age and have the authority from all the persons in the group to make the booking.

### 3.THE BOOKING FORM

Reservations will be confirmed upon receipt by email to [info@villailcolto.it](mailto:info@villailcolto.it) of the fully completed and signed Booking Form, the deposit or full payment of the rental charge and the details of a credit/debit card to be provided as security. Until that time no contract or agreement will be considered to exist between us. If significant changes need to be made in the Booking Form after the reservation has been confirmed, an amended set of forms must be completed and signed. As the credit card companies do not recognize a typed name as a signature, the simplest method is to print the Booking Form, complete and sign it manually, and email it to us at [info@villailcolto.it](mailto:info@villailcolto.it). Scanned signatures on forms sent via email are acceptable.

### 4. THE PARTY LEADER

The Party Leader is the person or agency who holds the booking, to whom all correspondence and invoices are addressed and who is responsible for the rental. Spouses' names are not considered interchangeable.

#### EMAIL ADDRESS & TELEPHONE

It is vital that the party leader provides us with a valid email address. If you change it, you have to inform us immediately. We basically solely communicate and correspond by email. Once your booking has been made and we have received your deposit all further correspondence will be made by email. We will also email you all of the information that you will require to get to the villa. We also require a mobile phone number so we can contact you during your stay if and when needed while you are staying at the property or access may be denied.

Party Leader's Signature

Date

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## 5. DATA PROTECTION

In order to complete your booking we require some personal details from you. We will only use this information in order to complete your booking and undertake to keep personal details confidential. The information transmitted is intended only for the strict purposes connected to the booking and the services required and the person responsible for the treatment of your data in the firm is ELENA FRATINI. We will not review, retransmit, disseminate or use them for other purposes than the booking and required services or forms required by the Authorities.

## 6. AGENCIES

Agencies are regarded as clients and Party Leaders and they or their legal representative must sign all the relevant documents, including the Booking Form, and provide as security a credit/debit card that is the agency's property (Company Card).

Il Colto Srl shall not have any contract responsibility towards or any direct relationship with the agency's client. All financial transactions shall be made exclusively between Il Colto Srl and the agency files otherwise stated in the written agreement between us and the Agent.

## 7. THE SECURITY CARD

A credit/debit card (the security card ) in the name of the Party Leader must be given as security for the rental and related charges. The details of the security card will be held for that purpose only and debits will only be applied against the card under the following circumstances (administration charges may apply):

- to settle an outstanding balance, invalid or unpaid cheques, or payments not received according to the Payment Schedule;
- to settle amendment or cancellation fees;
- to settle the Final Bill if payment cannot be made in local currency;

## 8. PRICE & PAYMENT SCHEDULE

There is a **50% deposit payable on booking**. The balance – remaining 50% of the rental fee - is payable **60 DAYS** before arrival. If a booking is made 60 DAYS or less before arrival, full payment is required on booking.

## 9. PAYMENT METHOD

Payment Can Be Made via Bank Transfer To " Il Colto Srl". Credit Account As Follows:

Bank : Intesa San Paolo - Terranuova Bracciolini (Ar)Address: Piazza Della Repubblica 15 - 52028 Terranuova Bracciolini (Ar)Current Account Number 00228/0000/00007550 To "Il Colto Srl"  
IBAN IT 71 X030 6971 6620 0000 0007 550 SWIFT BCITITMM

## 10. ACCOMMODATION INFORMATION

The Accommodation Information package, which includes a list of Extra Services requested, driving directions, contact names and telephone numbers, will be provided once the fully completed and signed Booking Form and the total Invoice Price have been received and no later than three weeks before the first day of the rental period. The Voucher will not be issued if essential information is missing in the Booking Form. Errors or omissions in the Accommodation Voucher must be noted and conveyed to us immediately.

Party Leader's Signature

Date

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## 11. CANCELLATION BY YOU

Cancellations to confirmed bookings must be forwarded to us in writing and incur the following penalties :

- If you cancel your booking up to 4 months (120 days) before your arrival date, then you will lose 30% of the total rental fee.
- If you cancel your booking within 4 months (120 days) and 3 months (90 days) before your arrival date, then you will lose 50% of the total rental fee.
- If you cancel your booking within the 3 months of your arrival for whatever reason you will be liable for 100% of the rental and will not be refunded anything.

No exceptions to this policy can be made for any reason, therefore holiday insurance with a cancellation policy to cover any such rare occurrence is strongly recommended.

## 12. TRAVEL INSURANCE

For total peace of mind, we highly recommend our guests take out travel insurance . Please check with your preferred insurer to make sure you have the appropriate level of cover according to your needs in respect of medical emergencies, cancellation, losses to possessions/money, personal liability and other expenses.

## 13. FORCE MAJEURE

We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense as a result of "force majeure". In these Terms & Conditions, "force majeure" means any event or circumstances which we could not, even with all due care, foresee or avoid.

Such events are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruptions, fire, flood, epidemic, closure, restriction or congestion of airports or airspace and all similar events or circumstances outside our control.

## 14. CANCELLATION / CHANGES BY US

If for any unforeseen reason we have to cancel your booking for reasons beyond our control, we will refund all monies in full. No extra monies will be due. We do not accept liability for travel expenses, alternative accommodation or other expenses that may be incurred.

## 15. LETTING PERIOD

The letting period for the property is minimum one week, Saturday to Saturday in high season and 5 days in low and mid season.

## 16. ARRIVALS & DEPARTURES

### a. Arrivals

Clients are expected to arrive at the property between 5:00 pm and 7:30 pm on the first day of the rental period. If a different arrival time is anticipated, notification must be received in writing at Villa il Colto offices well in advance or the owner/caretaker may not be available to permit entry.

If an unforeseen delay should occur, every effort should be made to contact the owner/caretaker at the telephone number provided in the Accommodation Voucher. Access cannot be guaranteed after 10:30pm. Upon arrival, clients should inspect the property with the owner/caretaker and ensure that they fully understand the use of any appliances, equipment and utilities. Units on the heating or air conditioning counter will also be checked in order to determine usage during the rental period as these charges are calculated on a per unit basis.

### b. Departures

Clients are expected to vacate the property by 09:30 am on the final day of the rental period. The owner/caretaker will be at the villa prior to departure for an inspection of the property and presentation of the Final Bill. Should departure before 09:30 am be necessary, clients are requested to notify the owner/caretaker in advance in order to arrange an alternative time for the property inspection. If you choose not to be present at the inspection we will automatically debit your Security Card for the amount of eventual damages.

Party Leader's Signature

Date

**17. LATE ARRIVAL / EARLY DEPARTURE**

No refunds will be due, if the customer is unable to arrive on the expected day due to travel problems. This also applies in the case of early departure.

**18. REGISTRATION OF GUESTS**

Before arrival the party leader will be asked to send a mail with attached copy of the passports or identity cards of all the members of the party, so that the owner can register guests in accordance with Italian regulations and in complete safety for both guests and owners. Therefore, only the number of guests stated on the booking form and who have been registered in advance may stay in the villa . No changes or substitutions can be made unless previously communicated to the owner.

**19. OCCUPANCY / NUMBER OF GUESTS**

The capacity of the Villa, according to the size and facilities at the property is 12 people. 12 people is the maximum number of guests accepted. We would ask customers to state clearly when booking the final number of all guests who will be arriving. If the number of guests exceeds the maximum capacity, this has to be agreed on booking and any changes have to be advised prior to arrival. We reserve the right to refuse extra guests if the number exceeds the maximum capacity after a booking has been made. No additional guests may be added after booking unless we have been advised in advance and have agreed to it. If extra guests arrive at the property on or after the arrival date unexpectedly, the owner is within his rights to turn the guests away or make an additional charge. Tents, camper vans or any other form of camping are strictly forbidden.

**20. DEPOSIT FOR BREAKAGES/DAMAGE**

We require the payment of a security deposit for breakages. The amount of the deposit is € 500,00. This is payable in cash (euros) on arrival. It will be held and returned to you at the end of your stay. In the rare event of damage or large breakages we will deduct the cost from the deposit. This is at the discretion of the owner. Guests are kindly asked to leave their accommodation in a clean, orderly condition. All rubbish is to be disposed of in the proper manner and the kitchen area is to be left clean and tidy. If the villa requires additional cleaning, it is at the discretion of the owner to make an additional charge and deduct this from the security deposit paid.

**21. RESPECT FOR OWNER’S PROPERTY**

The owner should be advised of any breakages immediately. Theft is considered absolutely unacceptable. Please do not take away any items from the property at the end of your stay, they do not belong to you. Any items missing will be considered as theft. Please treat your accommodation / owners / fixtures and fittings with respect. Any illicit damage will be charged for. If guests' behaviour is found to be unacceptable, owners have the right to terminate the rental immediately and no refund will be due. Guests are kindly asked to abide by any rules and regulations set out by the property. These are put in place for a reason and are also often to accommodate other guests staying at the property the following week.

Rules and regulations are set out for everyone and help with the management and running of a property.

**22. HOUSEKEEPING SERVICES**

We provide housekeeping services twice a week for 3 hours each time, on Monday and Thursday between 2.30 and 5.30 pm. This covers general cleaning of the villa, making the beds and cleaning the bathrooms. This service is obligatory and subject to payment on location together with final cleaning.

It is not the maids’ responsibility to cook and serve. If you would like additional maid services, please make this request at the time of booking. We can also provide other extra services, like cooking. These services are subject to payment.

We provide one full bedding, bathroom towel and pool towel as well as kitchen linen change at the start of each rental or week.

For bookings of 5 days we provide one bedding and towel change on arrival.

Extra change is available on request at an extra charge.

Party Leader’s Signature

Date

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**23. CLEANING PROTOCOL**

We ensure that weekly cleaning, twice a week, and final cleaning are carried out by our expert, certified staff following the deep clean Italian protocol “ Accoglienza Sicura ” ( 27 April 2020) and the measures outlined by the World Health Organisation for home rentals. Air Conditioning and Heating systems (fans) are checked, deep cleaned and sanitized regularly.

**24. SWIMMING POOL**

The swimming pool is open between mid May - mid October. The pool is not heated and opening / closure could be dependant also on the weather. The pool is daily cleaned, checked and maintained, including disinfection with chlorine and PH control. ELENA FRATINI is the person responsible for the management of the pool.

Use of the pool is entirely at the guests’ own risk. It is particularly important that children are supervised at all times in and around the pool areas.

**25. HEATING**

The heating is payable at the end of the holiday according to the amount consumed, unless otherwise stated. Heating is generally required from mid / end September to approx. end April depending on local weather conditions. If you are planning a trip during Winter or Spring when heating will be required, ask the costs before booking.

**26. AIR CONDITIONING**

Air conditioning is charged for and payable at the end of your stay according to the amount used.

**27. ACCIDENTS, INJURY OR THEFT**

Guests are advised to close all doors and windows when leaving the property and not to leave valuable objects in the property .

**28. DISPUTES**

By completing and submitting the booking form you agree, on your behalf and on behalf of all the members of your group, to the above terms and conditions. Please note, that should a dispute be taken to court, Italian law will be used as the basis for deciding the dispute and the law courts in Arezzo will have jurisdiction.

Party Leader’s Signature

Date

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**N:B Please make sure EACH page of the contract is signed and dated before scanning and sending it back to us .**

**Thank you for your cooperation.**

