

## Booking Procedure - Terms & Conditions - 'All In' promise - Policies

Version 111 effective from 16-1-2019, revised 3-3-2019, 4-3-2020 and 8-3-2020.

When you make a reservation with us, this document (together with our correspondence) are the basis of the agreement between us.

### Booking Process

Our booking process for direct bookings is as follows:

- please email (or telephone) indicating the number in your party and the period and property (or properties) you are interested in, with the ages of any under-21s in your group;
- a **30% booking deposit** is required to reserve an apartment;
- we confirm your booking by email (and/or by post if requested);
- the **balance plus a returnable security deposit** is due eight weeks before your arrival;
- on receipt of the balance we send you a receipt and comprehensive location pack containing:
  - directions to arrive at the property;
  - key location and access arrangements;
  - an inventory, so you can see in advance exactly what's there;
  - notes about the property, recommended restaurants, notes on shopping and other local facilities;
  - set of local walks, most of which start from your front door.
- your returnable security deposit is returned (less deductions if any) by bank transfer after your stay, generally within 48 hours of your departure (plus the time for the bank transfer).

### Bookings via Web Portals

For bookings via web portals such as HomeAway, Homelidays, FeWo and Booking.com, the price, bookings process, booking deposit, security deposit, cancellation terms and any applicable fees are as set out on the web portal where you made the booking, and supersede those specified in this document. All other terms in this document are applicable.

### Booking Deposit

A **30% booking deposit** is required to reserve accommodation, and full payment (including a returnable security deposit) is required eight weeks before your arrival.

### Security Deposit

A returnable security deposit of **£100** is required, to cover breakages or any other unpaid costs or expenses. If you are paying in euros, the returnable security deposit is **€120**. If you are paying in US dollars, the returnable security deposit is **US\$150**.

### Payment - UK Residents

**Direct Bank Transfers** are welcome, please ask for details of our account.

**Cheques** should be in pounds sterling.

- Cheques should be payable to **William Schwitzer**

Your returnable security deposit will normally be returned by direct bank transfer.

## Payment - Non-UK Residents

The following payment methods are available:

- For the euro zone, **direct bank transfers in euros** to our euro account are welcome, please ask for our account details. *Bank charges for euro transfers are usually very low.*
- We accept **PayPal** payments. Please ask for our PayPal email address. **Please pay in pounds sterling and select the 'Friends & Family' option** so no charges are deducted. *If you pay in a different currency or do not use the 'Friends & Family' option, we reserve the right to deduct the charges from your security deposit.*
- **Bank transfer** ("wire transfers") to our sterling account are welcome, please ask for details. You should opt to pay all bank charges. *If bank charges are deducted from the amount received, we reserve the right to deduct these costs from your security deposit.*

Your returnable security deposit will be returned:

- Within the euro zone, we will return your security deposit by **direct bank transfer**. *No bank charges are incurred.*
- If you paid by PayPal, we will return your security deposit by **PayPal**. *You do not incur any charges.*
- If you are outside the euro zone and paid by bank transfer, we will return your security deposit by **direct bank transfer**. *Please note that if using this method, the bank charges will be deducted from the amount sent.*

## Quotations

Please note that prices in US\$ or euro € on our web sites are subject to variation as a result of exchange rate movements, so please always check with us for an up-to-date quotation.

Quotations are generally guaranteed in the currency in which they are quoted, however we reserve the right to recalculate balance payments based on the pound sterling price in force at the time of the quotation and the latest exchange rates, if exchange rate movements are more than 10%.

## Stays shorter than a week

We accept stays shorter than a week, depending on the apartment and time of year, as follows.

Apartment	October through April	May through September
Casa Fiori, Bluewater	min. 5 days	min. 7 days
Isola	min. 4 days	

*Where there is a gap shorter than the above minimum period, we will of course be happy to accept a booking to fill the gap.*

Our pricing basis for stays less than a week is as follows.

Apartment	Cost for stays less than 7 days
Bluewater, Casa Fiori, Isola.	10% reduction off weekly price for each day less than a week

## Validity of Offers

When we confirm that an apartment is available, the offer is valid for 48 hours, unless we state differently. If we do not hear from you within 48 hours, we will assume that you are no longer interested, and may offer the apartment to someone else.

If you need more time to decide, please let us know within/every 48 hours, allowing us to confirm back to you that you still hold the option on the apartment.

We cannot hold more than one apartment for you (unless of course you are interested in booking more than one). If you need more time to decide between apartments, ask us to hold your first choice apartment.

Once you have confirmed that you want to book, we will then agree the time is necessary to pay the booking deposit, usually a few days. Please confirm by email when you have made payment.

If we do not receive payment in the agreed timescale, and have not heard from you, we will contact you and give you 48 hours to confirm that you are still interested.

## Alterations to bookings

Changes to the number of occupants must be notified to us in good time, so that we can provide the correct linen and towels, but do not incur any charge (except where we have quoted you a special rate dependent on the number of occupants). The stated maximum occupancy of the apartment cannot be exceeded under any circumstances.

Changes by up to 14 days of arrival and departure days, where we are able to accommodate you, attract a booking alteration fee of **£10 / €12 / US\$15**. Reductions in the length of stay will be treated as for cancellations (see below).

## Cancellations

The returnable security deposit (if already paid) will always be returned in full.

*Up to eight weeks before occupancy:* we refund payment made, less 25% of the total weekly rental;

*From eight to four weeks before occupancy:* we refund payment made, less 50% of the total weekly rental;

*Within four weeks of occupancy:* no refund is normally made.

Cancellations should be emailed or phoned, and followed up by email or letter explaining the circumstances of the cancellation.

## Special Terms in response to Covid-19 outbreak

The follow special terms apply to bookings for 2020 made directly with us.

Lake Orta is a very long way away from the villages in Lodi province the other side of Milan which have been publicly named as the source of the current outbreak in Italy, nevertheless we understand that some clients may want to change their holiday plans.

The purpose of the changes set out below is to offer you greater flexibility, in view of the uncertainty created by the current outbreak, so that you have as much flexibility as possible to manage your holiday plans.

- Balance payments can be paid only 4 weeks before arrival (instead of 8 weeks before arrival). To take this up, please email us in advance of the 8 week deadline to request it, and await our confirmation in response.
- Once we have confirmed the above, the period of the 25% cancellation charge is then extended up to four weeks before arrival.
- At any time up to four weeks before arrival, we will accept a change to your dates of stay in the same apartment, subject to availability, for revised dates in 2020, without charge. The balance payment will then be adjusted as necessary to reflect any difference in price of the alternative week. This allows you, for example, to defer your travel plans to later in the year.

Other than the above, our normal terms as set out elsewhere in this document apply.

### Update 8-3-2020

Lake Orta and all accommodation we offer is from today within a designated 'Orange Zone' in which travel is restricted by the authorities. These restrictions are currently in place until 3-4-2020, but they could be extended. If your stay is prevented by these restrictions, we will offer you a full refund in line with what most travel platforms are now proposing. If your stay is later than the

period of restrictions, but you want to cancel now, we can offer you the option of full credit for all monies paid, to allow you to make an alternative booking with us within 2 years. Please contact us for exact terms and to take this up.

For bookings via web portals such as HomeAway, please contact us. We will follow the recommendations of the platform. Most travel platforms have now declared force majeure, meaning that if your stay is not possible because your dates fall within a period of restricted travel, a full refund including platform fees will be offered.

## 'All In' promise

We ask for a returnable security deposit (as detailed under Terms and Conditions above). Other than that, and the one exception in the table below (cots for Isola), **our prices are fully inclusive of all services, there are no hidden extra charges.**

'All In' promise	Costs are:
Bed linen	<b>included</b> (except for cots)
Towels	<b>included</b> (but not beach towels), 2 towels per person
Final cleaning	<b>included</b> (but we ask you to leave the apartment in a reasonable state; if the apartment is not left in a reasonable state we reserve the right to charge final cleaning costs from your security deposit)
Electricity	<b>Included</b>
Gas	<b>Included</b> , see also below under <b>Winter Heating</b>
Telephone	<b>included</b> (where available, which is for incoming and local calls only)
Extra person	<b>included</b> up to the stated maximum for the apartment which cannot be exceeded; must always be notified to us (see above under <b>Alterations</b> and below under <b>Guests</b> ); unless we make a special offer with a maximum number of occupants.
Cot	<b>included</b> (subject to availability) except for <b>Isola</b> for which there is a charge of £30 per week or part week. <i>Note that linen is not provided for cots.</i>

## Winter Heating

For all apartments, charges for hot water, gas for cooking, and winter heating are **included**, subject to reasonable use i.e. if usage is unreasonable we reserve the right to charge from your security deposit at **€1.50 per cubic metre** for the full amount of gas used. Please therefore do as you would at home, e.g. turn the temperature setting down if you are out for the day.

## Availability of Facilities and Services

Where essential equipment in your apartment (i.e. the boiler for hot water and heating, the cooker, or the fridge) are broken or unavailable, we aim to fix these as soon as possible, and if we are unable to fix these within one working day (excluding weekends and Italian public holidays), we will endeavour to provide alternative accommodation to a similar standard. Should this not be possible, any refund will be limited to the cost of the accommodation that is unavailable.

All other facilities and services are provided on a best endeavours basis. We will do our best to provide the services and facilities advertised, but we do not accept liability where these are unavailable through no fault of our own. In particular, please note:

- Swimming pools can occasionally be unavailable, if, for example after heavy rain or contamination by guests, the water quality deteriorates. For all apartments with pools, we regularly check the pH in order to actively maintain the quality of the water, however once the water quality is thrown off balance it can take 24 hours or longer to bring it back to normal levels. You can help us in this regard by reporting immediately any observed change in the water quality.

- We are dependent on external services for water, electricity, gas or telephone. In this regard please note that water and electricity supplies in this rural part of Italy are occasionally affected by adverse weather conditions, and no liability will be accepted where these services are unavailable.
- If any non-essential equipment or fixture (including the washing machine, hair-drier, iron, local or satellite television, video player, DVD player, or any other fittings or fixtures) are broken or unavailable, we will endeavour to fix or replace them within 2 working days (excluding weekends and Italian public holidays). However if we are unable to fix or replace these non-essential items, no refund will be made.
- In apartments where offered, wi-fi internet access is provided on a best endeavours basis, and no responsibility will be accepted if signal strength is insufficient, or if you are unable to gain access for any reason whatsoever, so please do not rely on availability of internet services.

## Access to Internet Router

Where a router providing a wifi internet service is physically situated in your apartment, you are not authorised to switch it on or off or make any adjustment to any switch or setting on the router, except under our explicit guidance following a request for assistance. This applies to all apartments, even if the service is only for your apartment.

The router should be on when you arrive, and the network name and password detailed in your location pack are all you need to access the service. If for any reason this is not the case, please double check your set up first, and if you believe there is a problem with the router or the service, please contact us through the assistance numbers provided.

In you modify or reset the router settings and we need to attend in person (during or after your stay) to re-establish the service we reserve the right to charge up to the full amount of your security deposit.

## Guests

The names of all occupants of your apartment, together with the ages of all under 21s, must be given to us, and we must be kept informed of any changes. We do not allow you to invite guests into your holiday home, the grounds, or (where applicable) the swimming pool. You are not allowed to have any sort of party or event in your apartment, however informal.

## Contact Details

The full contact details of all occupants are required, for us to be able to contact each family group at home and whilst in Italy (non-urgent communication whilst you are in Italy would normally be by text message so that you don't incur any cost). Where there are unrelated adults that live at different addresses staying in the same apartment, we require the full contact details of each adult. The requirement to be able to contact you directly applies even if your booking is made by an agent, or by a close relative staying in another of our apartments.

## ID Collection

Under Italian law we are obliged to collect the ID of all occupants to our properties. The extension of these requirements to private short term holiday rentals (in addition to hotels) was clarified in the Italian parliament in November 2018. The relevant legislation is Article 109 of the TULPS (Public Security Laws) and the Ministerial Decree of 7/1/2013. We are required to collect the name, date of birth and citizenship of all occupants, and in addition the passport details of one lead family member or one lead member of unrelated travel groups, and to transmit this information electronically using the AlloggiatiWeb service operated by the Polizia di Stato, which we are a registered user of as holiday rental managers. We therefore require your full cooperation to provide this data as a condition of booking. We will aim to collect the ID data from you in advance of your arrival to minimise any disruption to your stay.

## Pets

In a few apartments we allow pets (always check with us when making a booking). Where we do, your dog is welcome, but must be well behaved and able to comply with all of the following points:

- your dog must be friendly to strangers, not bark unnecessarily, and not bark at all between 2200 and 0800;
- your dog should not be on sofas and armchairs;
- no evidence must be left in the garden, grounds, condominium, or nearby.

Please do not make a booking with us unless you are able and intend to fully comply with each of these points.

## Smoking

Smoking is allowed except where indicated for specific apartments (please always check with us when making a booking).

Even where smoking is allowed, we would prefer if you could try and smoke outside, as the smoke can linger in apartments, be difficult to eliminate from furnishings and your apartment, and thereby risk annoyance to the occupants after you.

Where heavy smoking has taken place inside the apartments and we have to wash covers/carpets, we reserve the right to charge these extra costs from your security deposit.

Any cleaning up of cigarette butts inside or outside the apartments will always be considered extra cleaning, and will be subtracted from your deposit.

## Grounds Maintenance

To maintain the gardens of Bluewater we need to periodically cut the grass and undertake other work in the grounds. In the spring and summer this is necessary about once every 2 weeks. In the summer period from June to September, we try to limit grounds maintenance to the Saturday changeover period, but this is not guaranteed and is not always possible. Any noise from lawnmowers or trimmers is wherever possible limited to the period 0900 to 1700.

If we know in advance that grounds maintenance work needs to be undertaken mid-week, we will advise you by text the day before. We apologise in advance for any inconvenience caused, but regular grounds maintenance is necessary, and occasionally work may need to take place mid-week, in which case we ask for your understanding and patience.

## Local Taxes

We pay all applicable local taxes on your behalf, including:

- For **Villa Gelsomina** we pay the *Imposta di Soggiorno* (Tourist Tax) charged by the *Comune di Ameno* (deliberation n. 2 of 26/3/2015) on your behalf. The current rate is €1 per adult per night, reduced to €0.50 from the 6<sup>th</sup> day of your stay. Children less than 13 years old are exempt.
- For **Bluewater** we pay the *Imposta di Soggiorno* (Tourist Tax) charged by the *Comune di Pettenasco* (deliberation n. 37 of 5/6/2019) on your behalf. The current rate is €0.50 per adult per night, reduced to €0.25 from the 8<sup>th</sup> day of your stay. Children less than 13 years old are exempt.

Please ask if you require a receipt.

## Legal Entity

Villa Gelsomina is owned by Villa Gelsomina Limited, a U.K. Limited Company registered in England & Wales number 4673378, with registered office at 47 Hornsey Lane Gardens, Highgate, London N6 5NY, United Kingdom. The company was incorporated in February 2003. Mr. William Schwitzer and Mrs Pardis Schwitzer are the shareholders of the company. The director is Mr.

William Schwitzer, and the Annual Accounts and Annual Returns are available for inspection on the Companies House website. The company operates in Italy with Codice Fiscale 91008740036 and Domicilio Fiscale at Via Frey 4, Vacciago, 28010 Ameno (NO), Italy. We use Holiday Homes at Lake Orta as a trading name.

## Previous Versions of Terms and Conditions

For reference, older versions of our Terms & Conditions are available here:

**Version 111 effective 16-1-2019**, revised 3-3-2019, 4-3-2020 and 8-3-2020.  
<http://www.LakeOrta.com/pdf/tandc111.pdf> *(this version)*

**Version 110 effective 29-3-2015**, revised 25-8-2016, 11-2-2017, 6-12-2017, 2-1-2018, 7-7-2018 and 2-1-2019 <http://www.LakeOrta.com/pdf/tandc110.pdf>

**Version 109 effective 5-5-2014** <http://www.LakeOrta.com/pdf/tandc109.pdf>