# **Holiday Homes at Lake Orta**

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

Version 107 last revised and effective from 18-04-2013.

### **Booking Process**

Our booking process 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 or post (email will be used wherever possible, except if you request a written receipt);
- the balance plus a returnable security deposit is due eight weeks before the first day of occupancy;
- on receipt of the balance we send you a receipt and location pack containing:
  - o directions to arrive at the property;
  - key location and access arrangements;
  - o an inventory, so you can see in advance exactly what's there;
  - comprehensive notes about the property, recommended local restaurants, notes on local shops and other local facilities;
  - o 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).

#### Terms and Conditions

A **30% booking deposit** is required to reserve accommodation, and full payment (including a returnable security deposit) is required within eight weeks of the first day of occupancy.

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.

For Villa Heureka, the security deposit is £200 / €240 / US\$300.

## Payment - UK Residents

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

Cheques should be in pounds sterling.

- For apartments in Villa Gelsomina, cheques should be payable to Villa Gelsomina Limited
- For all other apartments, cheques should be payable to William Schwitzer

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

### Payment - non-UK Residents

If you are located outside the U.K., the following payment methods are available:

- If you are located in the euro zone, **direct bank transfers in euros** to our euro account are encouraged, please ask for our account details. *Bank charges for euro transfers are usually very low or free.*
- If you are located outside Europe, **credit card payments online in US\$** are welcome through **PayPal**. Please ask for details of how to make payment online by PayPal. *Using this payment method, you do not incur any charges*.
- Bank transfer ("wire transfers") to our sterling account are welcome, please ask for details. Please note that if using this method, you should opt to pay all bank charges incurred.

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.

When paying by **PayPaI**, the balance payment is only required within **six** weeks of your arrival date. This allows us to use the PayPal refund facility to return your security deposit without further PayPal charges.

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
Paradiso, Ciao Sole!, Ciao Italia!, Casa Miralago, Casa Fiori, Villa Heureka	min. 5 days	min. 7 days
Panorama, Dolce Vita	min. 4 days	
Giove, Venere	min. 4 days	
Calla, Orchidea, Isola, Casa Bartula	min. 3 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
Panorama, Paradiso, Dolce Vita, Ciao Sole!, Ciao Italia!, Casa Miralago, Casa Fiori, Giove, Venere, Casa Bartula, Villa Heureka	5% reduction off weekly price for each day less than a week
Calla, Orchidea, Isola	number of days x weekly price / 7

### **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 to 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 letter explaining the circumstances of the cancellation.

### 'All In' promise

We ask for a returnable security deposit (as detailed under Terms and Conditions above). Other than that, and the exceptions detailed in the table below for the smaller apartments in Orta San Giulio, **our prices are fully inclusive of all services, there are no hidden extra charges**.

'All In' promise	Costs are:	
Bed linen	included (except for cots)	
Towels	included (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	Included	
Gas	included (see also below under Winter Heating)	
Telephone	included (where available, which is for incoming and local calls only)	
Extra person	included up to the stated maximum for the apartment which cannot be exceeded, but must be notified to us (see above under Alterations), unless we make a special offer with a maximum number of occupants, and except for Calla, Orchidea, and Isola for which there is a charge of £19 per person per week or part week for more than 2 occupants.	
Cot	included (subject to availability) except for Calla, Orchidea and Isola for which there is a charge of £30 per week or part week. Note that linen is not provided for cots.	

### **Winter Heating**

For all apartments other than Villa Heureka, 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 **€1.00 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.

For winter stays in Villa Heureka, gas is charged at cost according to usage at €1.00 per cubic metre.

## **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 nonessential items, no refund will be made.
- In apartments where offered, wi-fi internet access if 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.

#### **Guests**

The names of all occupants of your apartment or villa, together with the ages of any 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.

#### **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.

#### **Pets**

In a few apartments, we allow pets (please 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 Villa Gelsomina and Casa Miralago, we need to periodically cut the grass and undertake other work in the grounds. In the spring and summer this is necessary once every 10 days to 2 weeks (so should normally be limited to at most one day in any week). Any noise from lawnmowers or strimmers is wherever possible limited to the period 0930 to 1700.

Unfortunately the best days in terms of weather for doing this work are also the best days for sunbathing and being around the pool. Note that we are unable to restrict our gardeners to specific days, nor do we normally know in advance with any certainty when work will be undertaken (when we do have advance knowledge we will advise you of gardening work by text the day before). We apologise in advance for any inconvenience caused, but regular grounds maintenance is necessary; we can only ask for your understanding and patience. Clearly, if you see the gardeners in the morning and were contemplating a day out at some point, then it would make sense to choose that day to be away!

#### **Previous Versions of Terms and Conditions**

For reference, older versions of our Terms & Conditions are available (as PDF files):

**Version 107 effective 18-4-2013** <u>www.LakeOrta.com/pdf/tandc107.pdf</u> (this version)

Version 106 effective 1-12-2011 www.LakeOrta.com/pdf/tandc106.pdf

Version 105 effective 21-9-2010 <a href="www.LakeOrta.com/pdf/tandc105.pdf">www.LakeOrta.com/pdf/tandc105.pdf</a>