

# Villa Campo Verde

## Terms and Conditions of rental

The rental property is: Villa Campo Verde, 35, Via Campo Verdi, Eggi, 06049, Spoleto, PG, Umbria, Italy ("Property")

Property owner is Garden of Eggi Limited, Registered Office, whose registered office is at 31 Complins Close, Oxford OX2 6PZ, Company Number [5020238] ("Owner")

Person renting the Property ("Resident")

Rental payment is according to season. ("Rent")

Period during which Resident rents the Property ("Rental Period")

Date of commencement of Rental Period ("Rental Commencement Date")

- 1) It is important the Resident reads and understands these Terms and Conditions prior to making a reservation. In sending the booking form it is implied that Resident agrees to and will be bound by these Terms & Conditions. The Property is let as holiday accommodation and does not create a Landlord and Tenant relationship within the meaning of the Rent Acts.
- 2) A binding contract between Resident and Owner shall be entered into on the Owner issuing the confirmation form to Resident.
- 3) The person submitting the booking form is authorised to contract for and on behalf of all parties (as named on the booking form) who will occupy the Property during the Rental Period. The term Resident shall include all parties occupying the Property.
- 4) The booking form must be fully completed including the number expected in the party.
- 5) Payment.
  - a) A completed booking form together with a deposit of one third of the Rent ("Booking Deposit") must be received by Owner within three days of the initial telephone confirmation of Property availability.
  - b) The balance of the Rent and any other fees or charges for services and items indicated on the booking form shall be payable six weeks before the commencement of the Rental Period.
  - c) If a Resident books the Property less than six weeks before commencement of the Rental Period, the full charge of the Rental and any other fees or charges shall be payable on sending the booking form to the Owner.
  - d) On receipt of the booking form the Resident will be sent written confirmation of the booking and the Resident is then responsible for the balance of the Rent. Resident may want to consider taking out cancellation insurance.
  - e) Failure to make a final payment of the balance of Rent and any other fees or charges within the specified time will be treated as a cancelled booking. No reminder will be sent as to the balance of payment due and in the event of not receiving the required balance the Rental will be deemed to be cancelled and all payments made shall be deemed forfeited and the Property made available for re-letting.
  - f) All payments, unless otherwise specified, are to be made electronically to the Owner's bank account:  
Please contact [booking@villacampoverde.com](mailto:booking@villacampoverde.com) for payment instructions.
- 6) An additional deposit ("Property Deposit") of £500 is payable and should be paid at the same time Resident pays the balance of the Rent, or the full cost as outlined in condition 5c. This Property Deposit is held by Owner and is intended for and may be used to offset the cost in full or in part, of remedying any damages, breakages or losses sustained to the Property, or any unbudgeted cost incurred for restoring the Property to a truly clean and tidy state. The Property Deposit shall be held for 28 days following end of Rental while Owner evaluates condition. Should there be reason for Owner to use the Property Deposit Owner shall notify Resident of reasons for using the Property Deposit. If there is no need to use Property Deposit Owner shall return this to Resident.
- 7) Arrival and Departure. The Property is available from 15.00 hrs on the day of arrival and must be vacated by 10.00 hrs on the day of departure.
- 8) Care of the property. A condition of acceptance of any booking is that the Resident will take good care of the property and its contents, and that it is left in a truly clean and tidy state as Resident will have found it. The care is to include all furnishings, utensils, crockery linen and a general state of cleanliness on departure. An additional charge may be made if extra cleaning is required. The Owner will provide the Resident with an inventory of the furniture and effects on the Property. On completion of the hiring the Resident should return the inventory to the Owner having marked on it any damages and breakages. The Owner will check the condition and contents of the Property and will notify the Resident within seven days of any additional cleaning costs or charges for damage and breakages for which the Resident is liable. These charges will be deducted from the Property Deposit and the balance refunded to the Resident within 28 days.

No pets are permitted. Smoking is not permitted in the Property. The Resident shall not carry out any activity on the Property, which might cause a nuisance or annoyance to the Owner or the occupiers of any adjoining property, and in particular (but without prejudice to the generality of the foregoing).

- 9) Number of persons occupying the property - party make up. The number of persons using the property (except for babies under 2 years) shall not exceed 20, unless otherwise arranged with the Owner in writing. The Owner is entitled to refuse admission to any persons, or pets not declared on the booking form. The Owner reserves the right to refuse, curtail or terminate any Rental which in its opinion by reason of number or composition of the party may be unsuitable for the Property, and all monies will become forfeited. Single sex parties must notify Owner prior to booking and Owner reserves the right to decline such a booking. Under no circumstances does Owner allow stag nights or hen parties.
- 10) Once confirmed and booked should the Property become unavailable for reasons outside the Owner's control the owner will refund all monies made and liability shall be limited to the extent of monies paid by the Resident.
- 11) Description. It is the responsibility of the Resident to ask for clarification, prior to booking, of any points items or matters that may not be covered in the description and which are of importance to Resident's stay.
- 12) Alterations. The Owner reserves the right to alter the details at any time. [Where a free service is included and these become unavailable or modified the Owner will not be liable to refund or compensation to the Resident].
- 13) Use of amenities and facilities. The use of any amenities or facilities of the Property, including the swimming pool, by the Resident, any member of the party or invited guest is entirely at their own risk.
- 14) Access. The Owner or his/her representative shall be allowed access to the Property at any reasonable time during the Rental Period for purposes of inspection or to carry out any necessary repairs or maintenance.
- 15) Cancellation.
  - a) If a Resident has to cancel the Rental for any reasons the Booking Deposit is automatically forfeited. Notice of cancellation must be given in writing and is effective on date of receipt by Owner. Provided written notice is given to the Owner not less than ten weeks before the Rental Commencement Date Resident will not be liable for the full balance of Rent.
  - b) If cancellation is notified less than ten weeks before the Rental Commencement Date, the Resident will be liable for the full balance of Rent unless the Owner is able to re-let the Property for the weeks concerned. If the Owner is able to do so then the balance if already paid will be refunded. The Booking Deposit is non-returnable.
  - c) Non payment of the rent due as outlined in Condition 5 of the Terms will be treated as a cancellation and the Owner will treat the Property as available for re-letting. If the Resident fails to pay the Rent due and the Owner is unable to re-let the Property the Resident is still liable for the balance of the Rent due if this has not already been paid, and the payment of such balance shall be required within seven days on demand.
- 16) Complaints.
  - a) Whilst Owner endeavours to take care to ensure Resident's satisfaction, should Resident have cause for complaint this must be reported to the Owner immediately so that the matter can be investigated fully, allowing for the opportunity to try to correct and make good the problem. With respect, a complaint not reported at the time cannot be subsequently entertained after Residents return home, as you will appreciate it would be difficult to investigate and/or have the opportunity to rectify.
  - b) Should an item fail or the Property and furnishings suffer some wear and tear as much as is reasonably possible will be done to effect a speedy repair, but it must be understood that this is not always possible as Owner is subject to third party availability and that replacement items or spare parts may need to be ordered. Should an item remain unrepaired this will not automatically warrant a refund or compensation as the item/items form only a part of the overall accommodation, except where the problem renders the Property as unsuitable accommodation. Should a failure be deemed by Owner to render the Property unsuitable for occupation then Resident must terminate occupation in order to seek any refund which will be limited to only the Rent paid.
  - c) Force Majeure - In the event of failure of services or facilities outside of the Owner's control or of attractions and facilities outside of those of the Property or any leisure activities promoted in the locality of the Property or weather conditions that affect travel, then the Owner will not be held responsible or liable in full or part for refund or compensation, save where the Property is deemed unsuitable for use, e.g. fire or flood when the liability will be only to a maximum of the Rent paid.
- 17) Limitation of Liability.

The Owner makes no warranties or representations as to the state of the Property.
- 18) These terms and conditions shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction.