

BOOKING CONDITIONS

YOUR CONTRACT IS WITH Italian Breaks, 8 Central Ave. Wallington, Surrey SM6 8NX, acting as agent for your accommodation owner.

Italian Breaks is the Trading Name for Italian Breaks LTD

Co. Reg. No. 06761098 Registered in England, Registered office: 7b Station Road West, Oxted, RH8 9EE

1. All the accommodation advertised by us is sold subject to the following conditions. We act only as the booking agent of the accommodation supplier and accept no liability for death, personal injury or damage unless caused by our own negligence.

2. **BOOKING PROCEDURE**

- 2-1 **ON LINE BOOKINGS**

- (a) Check availability on our website www.italianbreaks.com and enter credit card details on our secure page.

On our website we have 2 types of properties:

- 1) 48 hours confirmation, these are properties that are available, but we prefer to recheck with owners and therefore reserve the right to reconfirm within 48 hours (Mon-Sat excl. UK Bank Holidays).

- 2) On request, this last section is completely on request, meaning that we are not regularly updated on the availability and we need to check and wait for owner to confirm, before accepting your booking.

- 2-2 **TELEPHONE BOOKINGS**

- (a) Please call us +44(0)20 8666 0407 to check availability and price. If you wish to proceed, we will confirm your booking as soon as payment has been received.

- 2-3 **ALL BOOKINGS**

- (a) Once a booking is made with us, you must complete the booking form accepting the terms of these Booking Conditions and pay a non-refundable deposit of 30% of the total cost. If you have booked or paid on line, you will not need to fill in the paper Booking Form. If you are unable to book or pay on line, please print out our booking form from our 'How to Book' web page and send it to us, after completion. A Booking Form can also be requested by calling our office. For bookings made within 60 days of departure, the full payment becomes due immediately. On giving us your Credit Card Details, whether over the telephone or on line, you have confirmed the booking and any subsequent cancellation, regardless of the reason, will incur in Cancellation Charges as set out in paragraph 6.
 - (b) Your booking is considered definite and a contract will exist between you and Italian Breaks once you have given Italian Breaks your payment details. Credit Card Payments should be made directly by you on our secure web page. If this is not possible, you

may be able to pay using a different method; please contact our office for details. Following receipt of the deposit and the Booking Form (if applicable), a Confirmation Invoice will be sent to you. This will advise that payment of balance will become due 60 days prior to your departure date. If the balance of the price of your holiday is not paid in time, we reserve the right to cancel your holiday, retain your deposit and apply the Cancellation Charge set out in Paragraph 6.

- (c) We reserve the right to increase the prices published prior to the time that you book your holiday. Any increase in price will be advised to you before you book the holiday.
- (d) In order to comply with local legislation (fiscal as well as public security-related), property owners are required by Italian authorities to collect some basic personal details from their guests, even for short-term stays. We therefore kindly ask you to provide the following information (at least for the group lead) before reaching your destination in Italy: Name - Surname - Date of birth - Place of birth - Home address - Passport number - Country of residence - Nationality.

3. METHODS OF PAYMENTS

We accept the following methods of payment:

- (a) by Credit Card (Visa/Mastercard +2.5%) or any Debit Card (no surcharge).
- (b) by cheque/Bankers Draft in Pound Sterling payable to Italian Breaks and posted to our Wallington address.
- (c) by Bank Transfer, in Pound Sterling. For clients residing in the Euro zone we may accept Bank Transfers in Euro. In this case the exchange rate applicable will be confirmed at the time of booking. Bank details will be given to you upon request; for Bank Transfers in both Pound Sterling and Euro, we need to receive full amount, all Bank Charges must be covered by you.

4. SURCHARGES

We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs due, taxes or fees chargeable for services and the exchange rate applicable to the cost of your holiday. No price increase will be made within 30 days of your departure date and in any event, we will absorb any increase which equals 2% or less of the cost of your holiday. If this means paying a surcharge of more than 15% on the previously confirmed and invoiced holiday price you will be entitled to cancel your holiday with a full refund of all money paid. The price paid for your accommodation was calculated using the following exchange rate 1.1621 Euros to £1 as at 09/11/11. Any surcharge (if any) will be advised to you in an additional invoice.

5. HOLIDAY PRICES & SECURITY DEPOSIT

- (a) We reserve the right to increase the prices published in our brochure, website and other advertising material before you book.

We will advise you of any price increase when you initially enquire about the availability of accommodation.

- (b) The price you pay for your holiday covers the cost of your accommodation only. A refundable security deposit, to cover possible breakages, must be paid to the owner or his representative on arrival in cash. You will be denied access to the property if the deposit is not paid. This deposit will be returned to you at the end of your stay less any deductions. For some properties the deposit will be returned one week after your departure. In addition any costs such as gas, water electricity, linen etc, if applicable, will need to be paid locally on arrival.
- (c) If you wish to pay for your accommodation by credit card, there will be a charge of 2.5% of the total price charged.
- (d) Arrival time varies from property to property. Before booking flights, especially if early / late flights, Sundays or on an Italian Bank Holiday, you are advised to check with our office whether access is possible at the accommodation of your choice. Some owners will accept you on payment of a supplement; some others may deny access outside their stated arrival times.
On arrival you must show the owner the voucher, your passport and pay all local charges and deposit, failure to do so will result in you being denied access to the property.

6. CANCELLATION BY YOU

You (or any member of your party) may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing. Cancellation will take effect the day such notification is received by us. As this incurs administrative costs, we will retain your deposit and, in addition, may apply cancellation charges up to the maximum shown below:

<u>Days Before Departure</u>	<u>Cancellation Charge</u> (shown as a % of the holiday price)
50 days or more	deposit only
49 - 31 days	50% of holiday cost
30 days or less	100% of holiday cost

Once your holiday has commenced, no refund or part refund or unused portion of your holiday will be repaid in the event of cancellation by you. If the reason for cancellation is covered under the terms of your Insurance Policy, you may be able to reclaim these charges.

7. INSURANCE & HEALTH

WE STRONGLY RECOMMEND THAT YOU HAVE FULL TRAVEL INSURANCE TO COVER YOUR HOLIDAY.

By accepting our Booking Conditions you are confirming to us that your insurance cover is adequate and in force at the time of travelling with Italian Breaks.

8. AMENDMENTS BY YOU

If, after our Confirmation Invoice has been issued, you wish to change any part of your holiday arrangements – including number of people, or wish to change departure date, we will do our utmost to make the changes, provided that notification is received in writing at our offices from the person who signed the Booking Form, at least 10 weeks before departure. All booking changes incur an amendment/administration fee £50.

Please note that all changes to the number of people will incur the administration fee, even if the total number of people does not exceed the basic maximum occupancy of the property. Eg. Villa Bouganvillea in high season has a basic price for up to 8 people. If you originally booked the villa for 6 people and now wish to add a 7th and/or 8th person, then the £50 administration fee will be due to us, even if there is no supplement for the 7th and/or 8th person. If you originally booked the villa for 8 people and now wish to add a 9th and/or 10th person, then the £50 administration fee will be due to us as well as the supplement for the 9th and/or 10th person.

Please note that changes are not always possible as properties belong to single, independent owners/agents in Italy. In most cases Italian Breaks is committed to pay a non-refundable deposit to the owner/agent at the time of booking, in which case the amount paid by you cannot be transferred to a different property.

9. **AMENDMENTS BY US**

Occasionally, changes to your holiday may have to be made (e.g. advertised facilities at accommodation or a change of accommodation), which we reserve the right to do at any time. Changes are normally minor and we will advise you at the earliest possible date. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating in the same location.

10. **CANCELLATION BY US**

Italian Breaks reserves the right in any circumstances to cancel your holiday, in which case we will offer a refund in full of all monies paid to Italian Breaks.

In no case will we cancel your holiday less than 60 days before the scheduled departure date, except for reasons of force majeure, or failure on your part to pay the final balance.

11. **FLIGHTS**

Italian Breaks do not arrange or provide flights but is happy to recommend agents who can match flights to the accommodation you have booked. As you have arranged your own flights independently from us, your flight provider will be responsible for your tickets and any delay or liability.

12. **OUR LIABILITY TO YOU**

We act as the booking agent for the owner of the accommodation where you will stay and accordingly your accommodation is provided by them and they will be liable under Italian law for any claims you may have for death injury or illness arising from their negligence in the provision of the accommodation to you.

13. **COMPLAINTS**

If you have a problem during your holiday, please **inform us immediately**, while still in the accommodation **and notify our local agent** advised to you in our “directions” letter.

NO COMPLAINTS WILL BE CONSIDERED UNLESS THIS PROCEDURE HAS BEEN FOLLOWED.

14. **PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

Please see our website and other literature concerning this but at the date of publication:-

- (a) EC passport holders do not require a visa to Italy. For non-EC passport holders you should enquire with the Italian Embassy.
- (b) There are no compulsory health requirements for travel to Italy.

15. **BROCHURE ACCURACY**

All property descriptions and details of facilities and amenities are correct at the time of publication. However owners may change these facilities and amenities referred to in the brochure may become unavailable. When we are advised of this, we will let you know if there is sufficient time to do so before your departure. We recommend you refer also to our website www.italianbreaks.com for up to date descriptions and photographs as our brochure is printed well in advance and on a once a year basis, while the webpages can be regularly updated.

16. **ACCOMMODATION-LOCATION OF PROPERTY**

In stating the name of the town/area, next to the name of our properties in the heading of our brochure and website we have followed the criteria of choosing the nearest better known town/area. This is because most of the villages and rural areas are unknown to foreigners and very often do not appear on maps. Eg: VILLA ASSUNTINA- CORTONA is in Bagnolo, 14 km from Cortona. This applies also to the location map on our website. In naming our properties we use fantasy names to avoid having more than one: eg Villa Delle Palme or similar.

17. **PROVISION ON ARRIVAL AND ARRIVAL TIME**

Blankets and pillows will be provided for the number of occupants. Linen, when provided, may occasionally have to be collected from reception or it may be left in the property in individual packs. A welcome pack is not provided as standard, this can be booked, as an extra, if required. Guests are usually expected to provide their own cleaning materials.

Arrival time varies from property to property. Before booking flights, especially if early / late flights, Sundays or on an Italian Bank Holiday, you are advised to check with our office whether access is possible at the accommodation of your choice. Some owners will accept you on payment of a supplement; some others may deny access outside their stated arrival times.

18. **OCCUPANCY AND BEHAVIOUR**

The number of persons occupying must not exceed the number indicated on the voucher. Pets are not allowed unless agreed in writing in advance.

Inappropriate or bad behaviour may result in you being excluded from the accommodation in which case no refunds will be given, or alternative accommodation arranged. You are directly responsible to the owner and to Italian Breaks as the owner's agent, for any damage /breakage caused by you or any member of your party, while staying at the property. Italian Breaks reserves the right to pursue any damage claim through the English Courts on behalf of the owner.

19. **ADDITIONAL SERVICES**

We reserve the right to levy an administration fee if you require us to arrange extra services eg: chef, special events, baby sitting, recovery of lost property etc. This may be a fixed amount, starting from £30, or a % of the cost of the service.

20. **ALLERGIES**

If you suffer with allergies, please speak to us before booking. Although owners will do their best to keep pets or animals from entering the property, we cannot guarantee it.

21. **ACCESS ROADS TO PROPERTIES**

By law in most areas of Tuscany and Umbria, only non-asphalted roads are allowed for access to villas (environmental reasons).

22. **ACCESS ROADS**

(a) When properties are in towns or near to towns this means also that some road noise is to be expected, including church bells or clock towers.

(b) When a property is above sea level, roads may have hairpin bends and a certain amount of uphill and downhill driving is required.

23. **TOURIST TAX**

From 2011, Italian local authorities have the possibility of introducing a tourist tax. This tax is never included in our prices. If and when it is applied, it must be paid by you directly to the keyholder. We will do our best to keep you informed. This tax will be due and payable by you even if it has been introduced after you booked your holiday.

24. **ADVANCE BOOKINGS**

For bookings taken for the following year, please note that Italian Breaks reserves the right to increase the price by a maximum of 15%. Should the price exceed this amount, you will have the right to cancel the booking with no loss of deposit. This does not include any currency surcharge (See Parag. 4) which, if applicable will be added as a separate charge.

25. **THE CONTRACT**

This contract is made on the terms of these Booking Conditions, which are governed by English law and the exclusive jurisdiction of the English Courts. Valid from 09/11/11 to 31/12/12