

# General Booking Conditions

## General booking conditions for tourism

The company **ABV - Artefice di Belle Vacanze srl** (hereinafter referred to as “**ABV**”) with headquarters in loc. Vagliagli (Castelnuovo B.ga - Siena), Piazza Vittorio Emanuele n°12, VAT n° IT01103330526, acts as a Tour Operator (authorised by the province of Siena as at 11/06/2001).

### 1. Rentals – Rental costs

Rental of ABV properties is carried out in the name of and on behalf of the owner (or those with legal tenure) of the rented property, at the prices prevailing in the current season, and which are indicated in the price list of each property. Prices for accommodation in Euro are an integral part of the General Booking Conditions. They are subdivided according to season, and the dates shown on the price list intend per accommodation and per week (apart from any information to the contrary given in the description).

### 2. Bookings

To make a booking, the client must use the booking form. All bookings must be made through ABV, or agencies which are authorised to act on behalf of ABV or of the authorized agency . These agencies are authorised to accept payments.

A deposit of 25% of the total rental cost is due at the time of booking in order to confirm the booking. The balance is due no later than 42 days before the start of the rental period. If the balance is not paid within this time limit, ABV reserves the right to cancel the booking and to retain the deposit paid. Should the booking be concluded within 42 days of the start of the rental period, the client must pay the entire sum. Any special request (additional bed, baby-bed, pet, etc) will be considered valid only if confirmed in writing by ABV. On each confirmed booking ABV will charge €25,00 as bookingfees.

### 3. Rental Voucher – number of beds

After the balance has been paid, the client will receive a rental voucher together with the address of the property and the itinerary for reaching it. Upon arrival the client must show the voucher to the owner of the property or his representative. No other document will be considered valid. The voucher is valid only for the persons named and is non-transferable. The owner or his representative may refuse entrance to the property if the number of persons (adults and children over the age of two years completed) exceeds the maximum capacity of the property indicated in the description. The only exception is for children under the age of two years (not completed), provided the clients bring their own baby-bed and linen. Unless arranged differently with ABV, only the persons whose presence is reported to the competent authority, can stay in the property. If there is any substitution of persons during the stay, the owner or his representative can request the whole party to leave, in which case the client forfeits the total rental cost to ABV without reimbursement or compensation.

### 4. Method of Payment – supplementary charges

Payments must be made in the way indicated by the authorized agency in Euro and without any cost to the beneficiary. In case of a bank payment the transfer must record the name of the client, number of persons booked and reference to the property booked. If these conditions are not met, the booking is invalid. Payments in other currencies are not accepted. The rental price and any extra costs pertaining to a property, such as: heating, water consumption, electricity or other, are all indicated in the descriptions. All supplementary costs including use of telephone, domestic help or other, must be paid directly to the owner or his representative before departure.

### 5. Arrival and Departure

Apart from any exceptions reported in the description of the property, arrival and departure times are the following:

Arrivals must take place between 4 p.m. and 7 p.m. Departures must take place between 8 a.m. and 10 a.m., after having returned the house-keys and allowed the owner or his representative to inspect the condition of the property.

Any change in the date or time of arrival must be communicated to and be approved by ABV within 3 days of the start of the rental. In case of a delayed arrival, the client must inform ABV immediately and in any case before 8 p.m. on the contact details as written on the rental voucher, so that ABV is able to notify the owner of the delay. In the case that the owner or his representative cannot be contacted to notify of the delay, or that the delay is not communicated beforehand, or that the owner cannot accept a late arrival, any subsequent accommodation costs are to be paid for by the client. The owner or his representative that may be forced to accept an unforeseen drive may ask the client to be reimbursed for costs. On arrival at the property, the client must hand over to the owner or his representative the rental voucher and all passports or identity cards of the members of the party, to enable – if necessary – the registration of these documents to conform with Italian law. Arrivals on the Amalfi Coast must take place on Saturday between 3 p.m. and 7 p.m. In case of lateness, no matter what the cause is, the agency on

site reserves the right to ask the client to pay them a compensation of €50.00 directly on site.

#### 6. Security Deposit –Tourist tax - Order and Cleanliness – Central Heating – Pets

On arrival the client must hand over an obligatory security deposit to the owner or his representative. The security deposit must be in cash and in Euro. This deposit will be refunded to the client at the end of the holiday, less any supplementary charges or charges for any loss or damage to the property. The owner or his representative will refuse admittance to the property if the deposit is not paid. Should clients decide to depart at an earlier time, the owner or his representative reserves the right to keep the deposit until he has made an inspection of the house and controlled the inventory within the time frame stated in paragraph 5, and to mail it to clients within one month of departure after deducting any relevant charges for final cleaning or for damage caused by clients. The client and the owner of the property exonerate ABV of any responsibility for any possible controversies that may arise between the client and the owner concerning the deposit and its restitution.

Some Italian municipalities apply a tourist tax (whose amount varies from municipality to municipality), that has to be paid by the client to the owner or his representative upon leaving.

The properties are handed over in a clean and tidy condition. Upon leaving the client must hand the house in good conditions and after having removed rubbish from the kitchen, which is the responsibility of the client. If this is not done, the owner or his representative is authorised to deduct €8.00 per person (minimum deduction of €25.00 per property).

Use of central heating, even if included in the cost of rental (period of use, temperature, times..) is governed by the local authority and varies from region to region. Saving new regulations, in Tuscany one can currently only use central heating from the beginning of November to the end of April (8 hours a day). Outside this period heating can not be guaranteed. Heating prices are very high in Italy.

Pets (cats and dogs) are only accepted in the properties showing the appropriate symbols. Clients should inform of any pets when booking, indicating number and size in the case of dogs. The client must make sure that their animal(s) do not damage or dirty the property. In some cases the owner may charge a supplementary charge, indicated in the description of the property and to be paid on site.

#### 7. Code of Behaviour

Clients who rent an ABV property are held to respect the property and the traditions of the place. If the clients or their party fail to behave in a civilised and decent manner, the owner or his representative has the right to ask the party to leave the property immediately and before the departure date scheduled and has the right to deduct the sum of any damage incurred from the security deposit, in addition to the final cleaning fees. In this case, the client loses all rights to any reimbursement of rental costs.

#### 8. External maintenance – Swimming Pool

The owner or his representative reserves the right to enter the property for necessary maintenance of the garden, swimming pool, tennis court etc, even in the case of houses that are totally independent. Opening date of swimming pools are indicated in each property's description.

#### 9. Complaints – Responsibility

The descriptions of the ABV properties are accurate and made in good faith. Above all, if the client has cause for complaint, he/she should inform ABV on the day of arrival, Saturday, no later than 8 p.m. or before 12 p.m. hours on the following Monday, confirming it in writing within 24 hours of arrival. Telephone +39 0577-322757 Fax +39 0577-322424 e-mail [info@abvitalia.it](mailto:info@abvitalia.it).

The ABV office is open all-year from Monday to Friday from 9 a.m. to 5.30 p.m. and from the beginning of June until the end of August even on Saturdays from 4.00pm to 8.00pm. The client must give ABV the time necessary to verify the complaint and possible responsibility, and to resolve the problem. In the absence of the above-mentioned procedure and without the authorisation of ABV, clients who leave the rented property before the scheduled departure date, will lose any right to reimbursement of rental costs or compensation of any kind. No complaint can be considered and no refund will be paid unless this procedure is observed within the time limit stated above or after departure from the property.

The following events do not constitute grounds for complaints: acts of God, the presence of insects or animals typical to the area that may provoke possible stings or bites, interruptions to the power or water supply, if the problem is caused by the supplier or by unforeseen events. The properties that ABV offers are characteristic accommodations, without any recognised international standard, and reflect the personal taste of the owner and local traditions, especially in their style, design and furnishings.

Any possible small disadvantages that derive from the above-mentioned causes, cannot be accepted as reason for complaint. If ABV is obliged to cancel the booking as a cause of force majeure or for any other reason outside its control, ABV will offer the client another property with similar characteristics, according to availability. If the proposed property costs less, the client will be reimbursed the difference. Whatever the case, the client has no right to compensation of any kind.

## 10. Insurance

ABV declares to have taken out all obligatory insurance policies stipulated by the Region of Tuscany, Italian law, and the European Community in the subject of guarantees to clients in the tourism sector. For more information, please read the text of "Certificate of Guaranty".

## 11. Cancellations

The cancellation of a booking on the part of the client, for whatever reason, must reach ABV in written form and will incur the following cancellation charges:

15% of total rental costs, if the cancellation is made up to 60 days before the start of the rental period

25% between 59 and 40 days before the start of the rental period

50% between 39 and 30 days before the start of the rental period

90% between 29 days and the day before the start of the rental period

100% if the cancellation is made on the day the rental period begins or in case of a no-show . For any change to the original booking on the part of the client, always assuming that the property and the rental period remain the same, the client must pay a fee of €25.00.

If ABV is forced to cancel the booking due to changes requested by the client for the rented property and the period booked, the client must pay the cancellation charges indicated above. If ABV is able to rent the cancelled property, the client must pay a cancellation charge equal to 5% of the total cost of the property with a minimum of €100,00 to cover the handling charges.

## 12. Jurisdiction

For any dispute concerning the booking and the current Booking Conditions, the Court of Siena has jurisdiction. Italian law applies.