

Aanvullende voorwaarden van onze locale agent ECO 2027

Reservation Policies

1. INTRODUCTION

These Contract General Terms & Conditions are an integral part of the agreement between the CUSTOMER and **ECO**

2. BOOKING AND CONCLUSION OF THE AGREEMENT

Bookings are accepted via internet or contacting **ECO** by telephone or by email. From that point on, the rights and obligations under this agreement, together with the present booking conditions, will apply to the CUSTOMER and to **ECO**. If the rental amount is not paid at the proper time in accordance with the terms listed in the reservation confirmation, **ECO** may refuse the services. **ECO** is happy to accept CUSTOMER requests at the time of booking and will forward them to the owner. Please note, however, that **ECO** cannot guarantee that these requests will be fulfilled. Special requests, conditional bookings and subsidiary verbal agreements will not become valid until confirmed in writing by **ECO**.

3. PRICES

3.1 RENTAL PRICES

Unless otherwise stated, the published prices are daily prices for the whole rental property in the corresponding price period. The published prices apply until the website is updated. With the exception of paragraph 3.6 (Price changes) the prices valid at the time of booking are applicable. Any additional services required by the CUSTOMER and, in general, all items not specifically mentioned in the booking confirmation, are not included in the rental price and are payable on the spot. The minimum rental period is generally 7 days, and arrival and departure dates are Saturdays (unless otherwise indicated in the description of the property). Exceptions are only possible with the written confirmation of the **ECO** booking department.

3.2 LOCAL SERVICE CHARGES

Prices include the normal consumption of electricity, water and gas unless otherwise indicated in the property description page. Variable costs, which depend on the number of party members or on the composition of the party (e.g. local tax), are paid to the owner or caretaker.

3.3 HEATING

Given the situation regarding energy supply and the laws currently in force, the use of heating (when it can be switched on and off, temperature, etc.) is controlled by regulations which vary from region to region. As an indication, heating appliances may be switched on between November and April. Consequently, the heating, even when the cost is included in the rental price, can be used during the same period.

3.4 CLEANING

CUSTOMER will see from the property description whether final cleaning is included and any specification. If this is not the case, the amount will be indicated and CUSTOMER is obliged to hand over to the owner or caretaker the amount due for the cleaning of the property. This amount does not however include the removal of rubbish which is CUSTOMER's responsibility. If this has not been done, the owner or caretaker is obliged to charge an additional expense in addition to the amount due.

3.5 DEPOSIT

The description of the property and on the rental voucher will state if the CUSTOMER must pay the security deposit to the owner or caretaker, when the keys are handed. Such amount will be refunded at the end of the holiday less any deduction made for damage caused to the property or for any additional costs that were not included in the rental price. Refunds are made without prejudice to possible compensation claims by the owner. The owner or caretaker can refuse the access to the property if the security deposit is not handed over, whenever it is required. Should the CUSTOMER decide to leave the property prematurely the owner or caretaker is authorised to refund the deposit to the CUSTOMER (less any deductions for damages or any additional expenses) only after having checked the property in question. **ECO** declines all responsibility in the event of a dispute between the CUSTOMER and the owner regarding the deposit.

3.6 PRICE CHANGES

Every care has been taken with the property specifications and price calculations. However we cannot exclude the possibility of changes to services and/or prices. CUSTOMER will be notified of any such changes at the moment of booking, or not later than when the booking confirmation is sent. It is unlikely that there will be any changes to services after conclusion of the agreement, but this possibility cannot be entirely ruled out. If there is a significant change to a material item in the agreement, the CUSTOMER has the right to withdraw from the agreement free of charge within 5 days of receipt of the notification. Payments already made will be reimbursed immediately.

5. CANCELLATIONS

If the CUSTOMER cancels a booking, even if it is substituted by another one, **ECO** will charge the CUSTOMER with the following cancellation fees:

- up to 42 days before the start of rental, the deposit will be held as penalty;
- in case of later cancellation and or no arrival, a penalty equal to the full reservation cost must be paid by the CUSTOMER.

The reference date is the date of receipt of CUSTOMER notification by the **ECO** Booking Department

The cancellation procedure will differ from the provisions stipulated above, if the CUSTOMER makes use of the right to provide a replacement. This, however, is conditional on **ECO** as the tour operator being given firm notice well in advance of the departure date, so that the necessary alternative arrangements can be made. It is also conditional on the replacement customers satisfying the special conditions applicable to the holiday and not contravening any legal requirements or official regulations. When the change of name is confirmed by the tour operator, the new participant will assume the rights and obligations of the agreement. **ECO** can cancel the holiday agreement before the arrival date or terminate the agreement after the arrival date, without further notice if, despite being cautioned, the CUSTOMER persists in disrupting holiday arrangements, behaving in a way likely to cause danger to others or otherwise failing to comply with the terms of the agreement. In this case, the travel price will be declared forfeit.

- CONDITIONS OF CANCELLATION CAUSE LOCKDOWN

If the renter (the person in whose name the booking is made, to whom all correspondence is addressed, and, as such, is responsible for the rental) is unable to travel due to an official Lockdown in place at the time of the arrival with country or regional border closed in the country of origin or destination, starting from 14 days prior to arrival only then will it be possible to cancel the booking with no penalty. The renter will, therefore, receive a full refund or a voucher for the same amount to be used for a future booking. This applies to all bookings confirmed starting from January 15th 2021 with arrival between January 15th 2021 and December 20th 2021.

6. RESPONSABILITIES

If, for any reason beyond its control including force majeure, **ECO** has to cancel the booking made by the CUSTOMER, **ECO**, in agreement with the CUSTOMER, will offer the CUSTOMER another property of equivalent standard. **ECO** is entitled to cancel the agreement before or during the rental period if unforeseeable or unavoidable circumstances arise that make the handover of the rental property impossible, endanger the renter or the property or impair the provision of services to such an extent that it becomes unreasonable to fulfill the agreement. Payments already made will be refunded, subject as necessary to deduction for services provided. **ECO** is not liable to pay any compensation in any of the instances mentioned under this section of booking conditions. **ECO** declines all responsibility for any modifications made by the owner without its knowledge, unless it is impossible to totally or partially fulfil the agreement and that the CUSTOMER will not accept the partial fulfilment of the agreement. In the event of any problems, the CUSTOMER undertakes to do his best to resolve or minimise them in order to avoid any prejudices that could result. If the CUSTOMER is unable to do this, he must immediately get in touch with **ECO** confirming his complaints in writing within 24 hours by e-mail. The CUSTOMER is obliged to give **ECO** the time necessary to resolve the problem. Should there be no written complaint supplied as above specified and without an explicit authorisation by **ECO**, the CUSTOMER who leaves the accommodation prematurely forfeit their rights for a refund of the rental price, unless there is a legal right for him to have cancelled. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given. **ECO** will not be liable if the loss or damage is attributable to the following causes:

- actions or omissions on CUSTOMER part or on the part of a joint user;
- unforeseeable or unavoidable omissions by third parties who are not involved in providing the services covered by the agreement (i.e. occasional lack of availability or disruption to water and/or electricity supplies, the permanent service availability of installations like heating, lifts, air-conditioning, swimming pools, TV, Internet, etc);
- force majeure or events that **ECO**, the agent or support staff (e.g. the owner), despite having taken all due care, could not have foreseen or avoided.
- use of swimming pools, children's play areas, sports facilities of all kinds (such as tennis courts, football pitches, training facilities). The use of these facilities is at CUSTOMER's own risk;
- damage and losses as a result of burglary;
- noise: even in resort areas, customers can unexpectedly be exposed to noise from construction work, traffic and the like. Neither the owner of the property, nor to **ECO** can be blamed for problems caused by noise;
- swimming pools: if the property has a swimming pool, the CUSTOMER, for security reasons, it is required to follow all the instructions for use of the pool given by the property owner or by **ECO**. The CUSTOMER is responsible for the use of the pool. It is forbidden to use the pool under the age of 18 without the supervision of an adult.

7. ARRIVAL/DEPARTURE TIMES

Upon receiving the full balance the CUSTOMER will be sent the rental voucher which must be presented to the owner or the caretaker on arrival. Unless otherwise stated, arrival time is possible on the day of arrival at times scheduled in the reservation confirmation. If the CUSTOMER realizes during the journey that he cannot arrive at the agreed time, it is necessary to inform the owner or the caretaker straight away and in due time. The owner or the caretaker will try his best to arrange the CUSTOMER check-in (possibly charging a fee). If the owner or caretaker is not available and it is not possible to advise the owner or caretaker of a late arrival, if the late arrival was not previously advised of or if the owner or caretaker cannot accept a late arrival, the CUSTOMER alone is responsible for the cost of the overnight stay in a hotel. If the CUSTOMER is unable to occupy the property as agreed (e.g. as a result of traffic delays, strikes etc., or for personal reasons) the full rental price will remain payable. This will also apply if CUSTOMER leaves the property early. On the day of departure according to the booking confirmation the rented property must be vacated in accordance to the time scheduled in the reservation confirmation and handed over to the owner or the caretaker cleaned and in the same conditions as when it was accepted. For organizational reasons, other nonconforming arrival days are often NOT possible. In each case, a different arrival time than the one confirmed on your booking confirmation must be requested at **ECO**. If it is possible, **ECO** will send the CUSTOMER a written confirmation.

8. OCCUPANCY OF THE PROPERTY

The rental property may only be occupied by the scheduled number of persons (adults and children included). Extra persons may be refused by the owner or the caretaker or invoiced separately.

9. PET

Pets will be admitted in those properties whose description will indicate whether or not pets are allowed. Even if a pet is allowed in the property concerned, prior notification must always be given when booking and an indication must be given of type and size. Permission applies basically to only one pet. If pets are not allowed, this does not necessarily mean that there will not be pets in the property, holiday complex etc., or that pets may not occasionally be kept in the property the CUSTOMER has booked. This can, for instance, depend on the structure of a holiday complex with some private properties which cannot be regulated in this way, or on whether the owner of a country property keeps a dog himself and wants to avoid conflict with visiting dogs. In case pets are basically allowed, that does not necessarily mean, that CUSTOMER can bring them everywhere. In almost all holiday resorts, dogs are e.g. not allowed in public places such as pool and green areas or restaurants.

10. SWIMMING POOL

The property description also indicates whether a property has a swimming pool. Usually, the opening season is also stated. However, the indicated season start and end dates may change according to weather conditions. For pools in holiday complexes etc. must be observed the opening hours specified by the management and any special bathing regulations or prohibitions.

11. BABY BED AND ADDITIONAL BED

The property description indicates whether additional beds and/ or baby beds are available. In general, bed linen for baby beds has to be brought by the CUSTOMER. The CUSTOMER has to check at the moment of booking whether a baby bed is included in the stated maximum number of persons, or whether another person can effectively be accommodated in the booked property. Additional beds and baby beds must be requested in advance and in some cases they have to be reconfirmed.

12. EXTERNAL MAINTENANCE

The owner or caretaker reserves the right to have free access to the property for essential maintenance purposes (garden, swimming-pool etc...).

13. LAW AND JURISDICTION

In the event of controversies arising from the booking and the rental, the Florence Law Court only can deal with the matter and Italian law only applies. Making the booking implies that **ECO's** Booking Conditions have been understood and have thereby been accepted by the CUSTOMER without reserve and without exception. If any of the conditions of this agreement have become invalid or were invalid or if in this agreement there should be a gap, the other conditions cannot be contested.