

Holiday in Liguria - Rental Terms and Conditions

For the purposes of these Terms and Conditions the “**Owners**” means Morettis Ltd, a UK company No. 4980790 whose address is 9 Queens Terrace, St. Davids Exeter EX4 4HR United Kingdom. “**You**” are the person agreeing to this Agreement together with the members of your party whose details are set out in the signed Booking Form.

1. Agreement

These terms and conditions which are published on the website www.holidayinliguria.com form the basis of the agreement between You and the Owners for the holiday rental of the property and its facilities, gardens and grounds (“the **Property**”) named in the booking confirmation (“the **Booking Form**”) together with all other conditions set out on the website www.holidayinliguria.com.

By signing the Booking Form You agree that You are over 25 years of age and that You will have been deemed to have read all these terms and conditions that accordingly You agree to the terms of this Agreement and that You and your party agree to joint and several liability under this Agreement.

2. Booking

- 2.1. The Owners will confirm the booking on receipt of the Booking Form and a non-refundable deposit (“the **Deposit**”).
- 2.2. Once the Owners have received the signed Booking Form then an agreement exists between us on these terms and conditions.
- 2.3. The Owners will accept a provisional booking and reserve the Property for your holiday rental provided that we receive the signed Booking Form and Deposit from You within 7 working days of the provisional booking.
- 2.4. You agree that if the holiday is due to start within 8 weeks of the date of booking the remainder of the holiday rental charge (“the **Holiday Rental Fee**”) less the amount of the Deposit already paid, together with a refundable amount to cover damage and breakages (“the **Refundable Security Payment**”), together with any charges for additional items such as a welcome pack are all payable at the time of booking.
- 2.5. You agree that no subsequent changes may be made to any part of the Booking Form without the express written approval of the Owners.
- 2.6. You agree that the Owners can return your Refundable Security Deposit up to six (6) weeks following both your departure from the property and the owners receiving notice from the Owner’s local representative that the retention of any amount or claim will not be needed in respect of any excess consumption as set out in 3.4 or damage or loss as set out in 8.3 of this Agreement. You agree that the return of the Refundable Security Deposit does not waive the Owners rights to seek compensation if on later discovery such excess consumption or damage or loss has occurred during your stay at the Property.

3. Charges and Payment

- 3.1. You agree that the balance of the Holiday Rental Fee less any Deposit paid together with the Refundable Security Payment and charges for any additional items will become due 8 weeks before the start of the holiday. The Owners will not send You a reminder or a receipt unless You have requested one and sent us a stamped addressed envelope at the time of booking to do so. If the payment balance is not received on time the Owners reserve the right to cancel your booking, retain the Deposit and to book the Property with other guests for the booking period.
- 3.2. You agree to pay all transaction charges associated with payments and refunds made in regard of your booking including but not limited to those levied by the Owner's bank or your bank, PayPal, VISA, or Mastercard.
- 3.3. You agree that the Owners price excludes local purchase taxes such as VAT. If VAT rules or rates change we reserve the right to amend our prices accordingly.
- 3.4. You acknowledge that the utility costs for water and electricity are included in the Holiday Rental Fee for normal use and consumption. You agree to pay additional costs that the Owners may retain out of the Refundable Security Payment for any excessive use which shall be calculated as more than 10% of the average consumption per person during the previous month prior to your arrival. For winter use You agree that extra heating costs will always be separately billed.

4. Cancellation

- 4.1. You agree that You may cancel your booking at any time provided You do so in writing to the Owners but You will remain liable to pay the full balance of the Holiday Rental Fee.
- 4.2. In the event of 4.1, You agree that if you have paid the full balance of the Holiday Rental Fee then the Owners may seek to re-let the Property for all or part of the booking period which may by necessity require the Owners to re-let at a discount or for a shorter period. If successful in re-letting the Property You agree the Owners may refund a contribution to You of the full balance of the Holiday Rental Fee after taking into account the period of any re-let together with any discount made and a "**Cancellation charge**" of Two Hundred and Fifty Euros (**Euros €250**). If no re-let is practical or results then You remain liable to pay the full balance of the Holiday Rental Fee.
- 4.3. You acknowledge the Owners do not operate any Insurance scheme in your benefit so you agree it is entirely your responsibility to source adequate insurance for your stay including but not limited to cover for cancellation, third parties, medical or general travel insurance.
- 4.4. You agree that the Owners have the right to cancel your booking at any time in the event of circumstances occurring beyond the reasonable control of the Owners or if in the reasonable opinion of the Owners it is necessary to undertake essential works at the Property. In these unlikely circumstances the Owners will endeavour to find suitable alternative accommodation. If no such alternative can be found or can be agreed between us then the Owners will refund in full the money received by us for your booking. You agree that the Owners will not otherwise be liable for any loss incurred by You as a result of such a cancellation.
- 4.5. You agree that changes to your booking cannot be accepted within two months of the start date of the holiday rental. You further agree that if a change results in a reduction in the length of the holiday it will be regarded as a cancellation.

5. Occupation of the Property

- 5.1. You agree not to use the Property for any purpose other than that of a holiday.
- 5.2. You agree that those staying in the Property will only be those named in the Booking Form and will not exceed the maximum number as can be accommodated at the Property set out in the Booking Form.
- 5.3. You agree that the use of tents, trailers, motor-homes, caravans or sleeping in motor vehicles adjacent to or on the Property is not permitted.
- 5.4. You agree not to use the Property for any activity or in such a way as to cause nuisance or annoyance to the Owners, their visitors or neighbours.
- 5.5. You agree to comply with any reasonable regulations relating to the Property, or the site within which the Property is situated, which will be communicated to You on your arrival at the Property.
- 5.6. You agree that the Property and its facilities including but not limited to stairs, terraces, garden terraces, kitchen, domestic appliances, etc are all to be used at your own risk.
- 5.7. You agree that You have been informed that the Property is **NOT** suitable for children of less than 12 years of age or for unsupervised children beyond that age or for elderly or infirm persons.
- 5.8. You have the right to use the Property including the furniture, fittings and items ("**Contents**") present at the Property on your arrival except for any expressly marked "Not For Guest Use" or which are locked away in cupboards, storage rooms or other lockable spaces. You acknowledge and agree that You do not have access to such locked areas or the use of articles within them during your stay.
- 5.9. We do not supply a telephone or internet connection for guest use but there is a telephone connection to the house. As such You agree to pay for any telephone charges incurred by the Owners during your stay.

6. Arrival and Departure

- 6.1. You agree that the holiday rental period begins at 4.00pm local time on the first day of the booking period and ends at 10.00am local time on the day of the departure. You further agree that if your stay extends beyond this period You will pay an additional daily charge of Two Hundred and Fifty Euros (**Euros 250**) for the effects of such delay.

7. Description and facilities

- 7.1. The Owners will endeavour to inform You at the time of booking of any significant changes to the Property or its Contents or of any events which may be taking place at or near to the Property during your holiday that the Owners become aware of. You agree that the Owners are not liable for any works or activity of any sort occurring on premises adjoining or neighbouring the Property.
- 7.2. You agree that the Owners have the right to alter the Contents in the Property from time to time but will use reasonable endeavours to maintain the general facilities of the Property and its Contents for your comfort in line with the general description of the Property; and
 - 7.2.1. If on arrival You find any of the facilities of the Property or its Contents are faulty or not working then You agree to immediately inform the Owners so they will have the opportunity to take reasonable endeavours to affect repair or to find an alternative during your stay.

8. Your Obligations

- 8.1. You agree on arrival at the Property to take the time and care to make sufficient observation and investigation over such hazards or dangers which You judge to be present at the Property arising from but not limited to the physical construction of the Property or its facilities such as the presence of unguarded stairs, the unfenced garden terraces, the use of bottled gas and other such features whether notified to You by the Owners or not, and that You will throughout your stay continually advise, warn and supervise your party especially any children, young persons or elderly or infirm persons visiting the Property to avoid risk of injury or worse.
- 8.2. You agree that it is your obligation to treat the Property and its Contents (whether for your use or not) with the greatest possible care and to keep the Property and its Contents in the same condition as on your arrival. You agree to immediately notify the Owners of any damage that is caused to the Property or the Contents.
- 8.3. In the event damage or loss occurs You agree that the Owners in their sole discretion may retain part or all of the Refundable Security Payment to pay for making good any loss or damage to the Property or its Contents caused by your action or omission or that of any guest accompanying You. In the event the costs for making good any loss or damage exceeds the sum of the Refundable Security Payment, You agree to further pay any remaining costs upon the Owners written demand.
- 8.4. In the case of unforeseeable damage (e.g. a burst water pipe, a leaking water heater, a flooding washing machine, etc) then You and your guests agree to immediately cease use of the damaged facility or item, and to avoid using any appliances or services connected to it and to use your best endeavours to take such actions so as to keep damage to a minimum and to immediately inform the Owners.
- 8.5. You agree that no pet or animal is permitted at the Property.
- 8.6. You agree to allow anyone authorised by the Owners to enter the Property during the holiday. The Owners will endeavour to give You reasonable notice of such a visit except in an emergency when immediate access must be allowed.

8.7. You agree to ensure that the Property is left in a clean and tidy condition on your departure at the end of your holiday. On the day of departure, You agree to replace all items back to the location in the house where You first found them and to give the Property a basic clean before departure. This will include:

- washing and putting away all dishes;
- emptying the fridge(s) and cupboards of all food items;
- removing all garbage and empty bottles from the Property, and
- stripping the linen and sweeping the floors to make the Property presentable for your departure.

9. The Owners Right to Refuse/Terminate

9.1. You acknowledge and agree that the Owners have the right to refuse any booking without giving any reasons.

9.2. You agree that the Owners have the right to cancel any booking due to unforeseeable circumstances beyond the Owners control including, but not limited to national, regional or local emergency, transport strikes, weather events, and seismic events. You also agree that the Owners have the right to cancel any booking on the basis of their reasonable and cautious judgement in respect of any warnings or forecasts of such events that might threaten or make your journey to or from the Property, or your stay at the Property difficult, dangerous or impossible.

9.2.1. If the booking is cancelled under such circumstances as set out here in 9.2 You agree that your booking and this Agreement will be terminated from that point and that the Owners can refund the cost of the booking less any banking and transaction charges. You agree that the Owners will not otherwise be liable for any loss incurred by You as a result of such a cancellation.

9.3. You agree that the Owners have the right to immediately terminate this Agreement and remove You and your party immediately from the Property if this is deemed necessary by the Owners as a result of;

9.3.1. the behaviour by You or any member or members of your party; or

9.3.2. for any other material breach by You or any member or members of your party of the terms of this Agreement; or

9.3.3. any threatened, actual or continued infringement of any local law by You any member or members of your party; or

9.3.4. any threatened, actual or continued behaviour by You or any member or members of your party that may put in danger any third party or the Property itself; and

9.3.5. if this Agreement is terminated under such circumstances as set out here in 9.3 You agree that the Holiday Rental Fee and the Refundable Security Payment are forfeited.

10. No Tenancy

10.1. You agree this Agreement is for the purposes of providing a holiday rental only and does not create the relationship of landlord and tenant between You and the Owners. You will not be entitled to a tenancy or to any other form of statutory security of tenure as a result of this Agreement.

11. Complaint

- 11.1. You agree that if You have any cause for complaint during your holiday that You will notify the Owners who will make all reasonable efforts to assist and resolve the issue. You further agree that the Owners will not make any recompense or refund in respect of a complaint made after departure if the complaint was not made known to the Owners during the holiday rental period.

12. Lost Property

- 12.1. You agree that the Owners shall not be responsible for loss or damage to any of your belongings.

13. Liability

- 13.1. You agree that the Owners shall not be liable to You for any claim arising out of this Agreement whether in relation to the holiday rental of the Property or for the provision of any utility, service or facility in connection with the holiday rental (or for any delay in providing or failure to provide such) or for (i) death or personal injury or for (ii) any loss of or damage to profit, revenue, savings, reputation, goodwill, business or for (iii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

13.1.1. The term "howsoever caused or arising" when used above shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in relation to the holiday rental or for the provision of any service or facility in connection with the holiday rental.

- 13.2. You agree that the aggregate liability of the Owners arising out of this Agreement howsoever caused or arising shall not exceed a sum equal to the Holiday Rental Fee received by the Owners from You; and

- 13.3. You agree to indemnify the Owners against any action, claim or proceedings made against the Owners in respect of this Agreement; and

- 13.4. You acknowledge that the Owners would have to raise the Holiday Rental Fee to accommodate increased insurance and administration costs or for construction and planning costs in respect of making physical changes to the configuration or facilities of the Property in order to further minimise risks or to offer higher levels of liability limitation to You and that the Holiday Rental Fee You have agreed to pay or have paid reflects these limitations on the Owners liability and that under these circumstances You agree such exclusions and limitations of liability are entirely reasonable.

- 13.5. Under this clause 13 only, "You" means You together with all members of your party and any visitors You admit to the Property during your stay.

- 13.6. If any terms or provisions of this clause 13 are or become invalid, illegal or unenforceable, the remainder shall survive unaffected.

14. Data Protection

- 14.1. You agree that the all personal data provided to the Owners will be held and processed in accordance with the requirements of the 1998 Data Protection Act (UK). We will keep your personal data safe and secure. We will not share it with other organisations without your knowledge and consent unless required by law to do so.

15. Assignment

- 15.1. You agree not to assign, delegate nor otherwise transfer any or all of your rights or obligations under this Agreement. The Owners may without notice transfer their rights and obligations under this Agreement to any Company or legal entity under their control at any time.

16. Force Majeure

- 16.1. You agree that the Owners shall also not be liable to You for any breach or non-performance of this Agreement arising from any event beyond their reasonable control including but not limited to acts of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning, fire, earthquake, strike, lock-out, trade dispute or labour disturbance, act or omission of Government or any regulatory authority, war, riot, civil disorder, delay or failure due to any such cause in manufacture, production or supply by third parties of any goods or services required for performance under this Agreement (each such event an event of "Force Majeure").

17. Severability

- 17.1. You agree that the if the whole or any part of this Agreement is or becomes or is declared illegal, invalid or unenforceable in any jurisdiction for any reason then
- 17.1.1. in the case of the illegality, invalidity or unenforceability of the whole of this Agreement it shall terminate in relation to the jurisdiction in question; or
 - 17.1.2. in the ease of the illegality, invalidity or unenforceability of part of this Agreement, that part shall be severed from this Agreement in the jurisdiction in question; and
 - 17.1.3. that illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

18. Entire Agreement and Variations

- 18.1. You agree that this Agreement constitutes the entire agreement and understanding between us and supersedes all prior oral or written understandings relating to the subject matter of this Agreement.

19. Waiver

- 19.1. You agree that the Owners shall not be deemed to have waived any of their rights or remedies under this Agreement howsoever arising unless the waiver is made in writing; and
- 19.1.1. no delay or failure of the Owners in exercising or enforcing any rights or remedies shall operate as a waiver so as to preclude or impair the exercise or enforcement of those rights or remedies; and
 - 19.1.2. no single or partial exercise or enforcement of any right or remedy by the Owners shall preclude or impair any exercise or enforcement of any other right or remedy by the Owners.

20. Law and Jurisdiction

- 20.1. You agree that this Agreement is governed by and shall be construed in accordance with the law of England and Wales and we both submit to the exclusive jurisdiction of the English courts.

End of Agreement