



## **PASSION FOR ITALY BOOKING TERMS & CONDITIONS**

Please read carefully prior to completing and signing the Booking Contract ON PAGE 6

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### **1**

This contract is subject to all conditions set forth herein by Passion For Italy (PFI); and together with the Statement represents the entire agreement of the parties. No firm booking/contract is made until the deposit is received and processed.

### **2 WEBSITE INFORMATION**

PFI has taken care to insure the accuracy of all information contained in passionforitaly.com. This information and pricing policies are supplied by the Italian accommodation owners. PFI frequently updates the properties advertised on its Web site, but nothing in PFI brochures or Web site nor any suggestion expressed by a PFI employee shall be treated as a term or condition of this Contract. Client (*the person making this booking*) determines his/her own needs, requirements and expectations when selecting accommodation. PFI shall not be liable for any difference of opinion as to the condition or quality of the properties advertised.

### **3 PAYMENTS & PFI FEES**

- The Client acknowledges being the representative of the travelling party and on behalf of the travelling party shall pay a **non- refundable** deposit after receipt of this contract by PFI.
- Only 3 changes of Itinerary are permitted before booking – further change will incur a \$50 fee for our time.
- Changes of Itinerary after Confirmation of Booking has commenced will incur \$100 fee

### **4 TRAVEL INSURANCE**

Clients are **strongly advised** to protect their investment by purchasing Travel Insurance. Available separately from an insurance carrier, Travel Insurance protects Clients from financial loss before and during a trip for cancellations that occur for a covered reason. PFI does not cover losses due to Client's personal or family circumstances.

### **5 VOUCHERS & DOCUMENTATION**

Client agrees that all communications by PFI are made to the Client. It is the Client's responsibility to disseminate relevant information to members of their party. Client receives vouchers, addresses, driving directions, contact names and telephone numbers prior to departure, providing full payment of deposit has been received and processed by PFI.



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## **6 TRANSFERABILITY**

The Client may irrevocably transfer this booking to another person. The request must be made to PFI in writing, requires the transferee to sign a Booking Contract and is subject to an administrative charge of \$50 AUD.

## **7 CLIENT CANCELLATION**

### **CANCELLATION CHARGES BY PFI**

All deposits after confirmation of booking all deposits paid to PFI are not refundable.

### **CANCELLATION CHARGES BY ITALIAN ACCOMMODATION OWNERS**

Each Italian Accommodation Owner has their own individual cancellation policy.

## **8 MODIFICATION OR CANCELLATION BY THE PROPERTY OWNER OR PFI**

This Contract may be modified or cancelled at any time in any case where it is necessary to do so as a result of a force majeure or any other occurrence outside of the control of PFI. PFI will assist the Client in making a new booking. The Client is responsible for any rental cost increase due to a new booking. In the event a new booking is not possible, PFI will provide a full refund of monies paid for the cancelled Contract. PFI shall not be responsible for any other direct, consequential or incidental losses incurred by Client.

## **9 ANIMALS**

Clients cannot bring animals to the properties unless specified by the property owners.

## **10 PARTY SIZE**

Including the Client, the number of guests lodging at any one time cannot exceed the total party size specified in the Statement. Failure to comply may result in additional guests being turned away and/or the entire party may be subject to eviction at their own expense. Unless otherwise stated in PFI's brochure or Web site, one child under 2 years of age whose bedding is provided by the Client is not counted as part of the total party size.

## **11 CHILD/INFANT SAFETY** Clients must provide their own portable crib/cot or bassinet.

Any such equipment found at a property may not conform to common safety standards, is not inspected by PFI and Client uses at his/her own risk.

## **12 BEHAVIOR**

Guests must act responsibly and with respect towards other guests, the Keyholders (*the property owner or manager in charge of the property*) and their staff at all times. PFI reserves the discretionary right, acting in good faith, to require any individual to vacate a premise for disruptive behavior, without any refund.



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### **13 SWIMMING POOLS**

Swimming pools (*where available*), are open from the last weekend in May to the first Friday in October unless otherwise stated. Clients and all guests avail themselves of the pool, pool area, hot tub and sauna at their own risk. Italian law does not require pools to be fenced so responsibility of small children is that of the Client and not PFI. Lifeguards are not provided.

### **14 NOT INCLUDED IN THE CONTRACT PRICE for VILLAS APARTMENTS**

Consumables of any kind such as food, condiments, cleaning supplies, soaps and paper products, Heating costs and firewood are not included in the contract price. Travel arrangements, insurance and transportation are also not included in the contract price.

### **15 INCLUDED IN THE CONTRACT PRICE for VILLAS APARTMENTS**

Unless otherwise specified in the individual property information by PFI, the normal use of water, cooking gas as well as basic cooking utensils, pots, pans, glassware, dinnerware and flatware and one set of linen per bed and one set of towels per person, per week are provided.

### **16 PAYABLE LOCALLY AT EXTRA COST for VILLAS APARTMENTS**

Unless otherwise specified in the individual property information by PFI, telephone/data line usage, cleaning services, heating (*generally available from November through March*), firewood, extra linen (*where available*), and electricity when air conditioning is present are payable locally in cash Euro and will be deducted from Client's security deposit or paid at the time of delivery. Client is responsible for any amount exceeding the security deposit.

### **17 RESERVING ADDED SERVICES for VILLAS APARTMENTS**

Requests for added services, such as a maid or cook, must be made in writing to PFI when booking. Requests made after booking are subject to a \$20 AUD administrative charge. These services are not guaranteed, are subject to change and are not included in the contract price unless otherwise specified in the individual property information by PFI. PFI makes no representation as to the level or quality of the service. Payment is due in cash Euro on delivery to the Keyholder. Once ordered, a decrease in the number of hours or participants cannot be processed. Changes require a minimum of 60 days notice and are subject to \$20 AUD administrative charge and keyholder acceptance. Cancellations within 60 days of the rental date are not accepted. Client cannot employ outside third party service providers.

### **18 CASH SECURITY DEPOSIT FOR VILLA RENTAL**

A security deposit in cash Euro as specified in the Statement is payable upon check-in at the property. The Client is responsible to maintain and leave the property in the same condition of cleanliness and repair as upon arrival and remove all trash to the nearest town trash and



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recycling receptacle. Any loss or damage to the property, its fixtures or fittings will be deducted from the security deposit. Client is further responsible for any damages exceeding the security deposit. Prior to departure, it is the Client's responsibility to obtain an accounting of the deposit and collect the unused portion. PFI is not responsible for the return of Client's security deposit following a rental.

#### **19 ARRIVAL/DEPARTURE TIMES FOR VILLAS & APARTMENTS**

Unlike hotels, arrival and departure times are fixed appointments. Clients are scheduled to arrive at an agreed time. Missed appointments result in waiting charges and delayed or denied admittance. If needed, Clients must seek alternate lodging at their own expense until a new appointment can be set. Properties must be vacated by no later than 10 AM on the date specified in the Statement. Requests to change appointments must be made with a minimum of 60 days notice prior to the rental date and are subject to keyholder acceptance.

#### **20 COMPLAINTS**

Although every effort is made to maintain properties in good order, wear and tear is unavoidable. Upon arrival, the Client must inspect the property and report any concerns. Should a problem relating to the property not be quickly remedied, the Client agrees to immediately notify PFI's Italian office and to remain at the property while allowing PFI sufficient time to resolve the situation or find a suitable replacement at its discretion. Failure to report a problem or condition during a rental constitutes Client's acceptance of the circumstance and negates any claim thereafter.

Complaints raised after the rental period will not be considered. In the unlikely event that PFI deems that it can neither rectify the problem nor find a suitable replacement, the Client shall accept a refund not in excess of the unused portion of the rental. Clients vacating a property without authorization from PFI and/or failing to accept the good faith remedies offered by PFI waive any claim thereafter. Disturbances or noise caused by third parties outside of the property are beyond the control and liability of PFI.

#### **21 LIABILITY**

PFI, its employees and/or agents shall not be liable for any accident, injury, death, damage or loss, expense, inconvenience or loss of enjoyment however caused, which may occur relating to this Contract and/or the property which is the subject of this Contract. Client shall take reasonable precautions to safeguard person, possessions and property while travelling in Italy.



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**23 ACCEPTANCE & PFI PROCESS**

The Client making the booking and all members of the travelling party agree to accept and abide by the terms and conditions of this contract.

**I HAVE READ, ACCEPT AND AGREE TO ABIDE BY THE TERMS AND BOOKING CONDITIONS OF THIS PASSION FOR ITALY BOOKING CONTRACT AS SET FORTH ON THE PRIOR SIX PAGES**

**NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE OF THE CLIENT** \_\_\_\_\_

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_