

## **GENERAL CONDITIONS**

### **INTRODUCTION**

The following terms and conditions regulate the relationship between the clients and the property owners of the villas published by Travel Sicilia on Sicilyluxuryvillas.com website, in relation to temporary tourist rentals freeing Travel Sicilia from any civil, criminal and administrative responsibility relating to the rental contract and/or any other service or request between the tenant and property owner and/or between the tenant and third party suppliers of the requested services. The contractual relationship is exclusively between the property owner and the client. From now on Travel Sicilia will be referred to as "TS", the property owner will be referred to as "villa owner" and the person renting the property will be referred to as "the client".

### **1 – BOOKING TERMS**

Prior to making the booking the client must contact TS for confirmation of availability of the chosen villa for the chosen period. If the availability is confirmed and upon the client's specific request, the booking will be put on hold under the terms as specified by TS. It will be automatically cancelled if the signed contract and the payment as specified by TS is not received by TS.

In order to confirm the booking, the client will send TS the following by the specified deadline via e-mail or fax:

- a) The booking contract duly filled out and signed: The signee confirms to be authorized and accepts the terms and conditions of the contract on behalf of the rest of the party as listed on the specific form of the Booking Contract including anyone who may be added or substituted at a later stage. The signee must be one of the party and must be over 18 years old.
- b) the receipt confirming payment if the payment has been done by bank draft as outlined under the following point 2. (If payment is done by credit card on our Pay Online service, no receipt is necessary as TS will receive immediate confirmation)
- c) a copy of a valid document of identity of the signee

### **2 – PAYMENTS**

Upon receipt of the contract countersigned by TS the client will pay a non returnable deposit based on a percentage of the total rental of the chosen villa. The percentage will be communicated by TS at the time of editing the booking contract.

The balance must be paid at least 60 days prior to the rental date.

Any change to the above terms will have to be authorized in writing by TS.

In the event that a client does not adhere to the terms of payments as described above the client's booking will be cancelled within the meaning and for all purposes of the law.

If the booking request is made less than 60 days prior to the rental date, the client must pay the total cost within 48 hours of sending the signed contract or the booking will be cancelled.

### **3 – CONTRACT**

As soon as the client receives the countersigned copy of the contract from TS, as attorney of the villa owner, and the client will have made the full payment in compliance with Clause nr 2 the booking will be deemed confirmed and the contract between the client and the villa owner will be binding as per the terms and conditions of the contract.

### **4 – PROPERTY RENTAL**

The prices are intended in euros and per week unless otherwise stated. All properties are rented fully furnished and equipped. The price includes what is specifically noted in the program in relation to the villa in question.

Any extra services (such as cleaning persons, waiters, chefs etc.) have to be requested to TS in advance, preferably at the time of booking the villa. TS will provide the contact details and all further relationship will be exclusively between the client and the third party providing the service. TS is exempt of any responsibility regarding the service provided by the third party.

Bed and bathroom linen is included in most villas (a set per person per week). If the client wishes linen to be changed more frequently, unless already foreseen for the specific villa, the client will have to make the request at the time of the booking as this extra service could entail a pre-established extra cost.

In the case that young children are included in the party, TS suggests to ensure that a cot or extra bed is available with its relevant linen.

### **5 – BREAKAGE DEPOSIT**

A breakage deposit is required to cover the necessary costs following any damage made to the villa. **The deposit will can be handed over in cash or an insurance policy between Travel Sicilia and EuropeAssistance can be stipulated.** Any damage will be put in evidence at the time of check-out by the villa owner or a delegate.

If there is no evident damage, the villa owner reserves the right to request payment after the clients' departure and however, within 10 days of his departure.

### **6 – CHANGES/CANCELLATIONS BY THE VILLA OWNER**

In the unlikely event that the villa owner makes a substantial change to the booking or, indeed, cancels it, TS will inform the client immediately. The villa owner is responsible for refunding all monies paid by the client. If requested by the client, TS will do its utmost to offer a similar alternative to that of the original booking in type, price, standard and area.

## **7 – CANCELLATION BY THE CLIENT**

Any cancellation made by the client will have to be sent to TS in writing either by e-mail, post or fax. TS will consider the date of cancellation as the date that the written communication is received.

If TS receives the cancellation 60 days or more prior to the arrival date, the sum paid less the deposit will be

refunded as per clause nr 2. If the cancellation is received 30 days or less prior to the arrival date, the client will lose the entire amount paid.

### **7/bis – CANCELLATION COVID**

If your plans to travel to Sicily are affected by Covid 45 days prior your arrival day (if when you have paid the deposit but before you make the final balance payment) you will be able to request a SLV Travel Credit Voucher valid until 2023. This will be equal the value of your deposit and can be used towards a future booking at the same villa.

If there are newly-introduced or existing official travel restrictions\* in place at the moment of the balance payment due 45 days before the start of your booking you can decide: either to move your booking at the villa to an future date; or to receive a SLV Travel Credit Voucher for the full value of your booking, which you can then put towards a future booking at the same villa.

Voucher and a rebook can be remised to the other person, but in this case, we need to know in advance all details.

*\*by this we mean either by the government of the lead booker's region/country of residence or by the Italian national or Sicilian regional governments.*

## **8 – CLIENT'S RESPONSABILITY**

The client has the responsibility to maintain the property, its appliances and all that is present within it (such as furniture, decor, equipment etc.) in the state they were found, in their cleanliness, location and working order. The client will be responsible for any damage, loss or breakage caused by the client during the stay in the rented villa. (TS therefore strongly suggests to depart equipped with an adequate travel insurance)

Any use of the house other than its normal use (such as the celebration of an event, a wedding, a cocktail party or similar) has to be agreed by the villa owner who could opt to add an extra cost or an increase of the breakage deposit. The client will, after the villa owner's authorization, be responsible for possible authorization requests for the planned event.

The parking of campers, tents or similar installations on the property is forbidden unless previously agreed with the villa owner.

## **9 – NUMBER OF PERSONS USING THE VILLA**

The villa can only be used exclusively by the persons indicated on the booking form. Any changes to this will have to be authorized by the villa owner. The possible addition of guests – after the villa owner's authorization – could result in an extra charge. It is, however, not possible to exceed the maximum capacity of the villa as stated in the program as it would result in immediate annulment of the contract without any refund to the client.

## **10 – CLIENT BEHAVIOUR**

The signee of the contract is responsible for the respectful and decent behavior of all persons within the party staying in the villa. If the client or a guest of the group should behave disrespectfully or

inappropriately, the villa owner has the right to interrupt the clients' holiday and solve the contract. In this case the guests will be asked to leave the property immediately. Neither TS nor the villa owner will have any responsibility towards the guests nor is any refund or payment of any form considered following the premature ending of the holiday of guests who have behaved indecently and disrespectfully.

Normally swimming pools are not used all year round. In each villa details section of the program, the pool opening times are specified. Request for an extension to the opening times could result in an added cost. TS cannot be held responsible for the water temperature of the pool during any time of the year.

Naturally, neither TS nor the villa owner can be held responsible for any accident that could occur as a consequence of the presence of the swimming pool or from using the pool.

## **11 – SAFETY AND VALUABLES**

Neither TS nor the villa owner can be held responsible for the loss and/or theft of any belonging left inside the house. Where these are existing, the clients will be responsible for turning the alarm on (and off), use the safe and take all necessary and usual precautions to avoid any theft inside the villa (locking doors and windows and taking care of house keys etc).

No compensation will be considered if the client decides to leave the villa as a result of theft unless the fault lies with the villa owner by not advising the client about an alarm system.

## **12 – ANIMALS**

Normally, animals are not allowed in any of the rental properties unless otherwise stated. In any case, the request will have to be made with the villa owner at the time of booking. In case of written confirmation, the villa owner may charge an extra cost or increase the breakage deposit.

If the client omits to communicate the presence of animals, the villa owner reserves the right to ask that the animal is kept in an animal home during the rental period or the villa owner may opt to cease the contract and invite the clients to leave the property without any refund or compensation.

## **13 – ACCESS TO THE PROPERTY**

The villa owner or a chosen delegate have the right to access the villa for inspection prior to the clients' departure and in the case of urgent maintenance work after having informed the guests of the time. Gardeners and other house staff have access to the villa as per details previously agreed with the clients.

## **14 – ARRIVAL AND DEPARTURE**

Check-in is normally foreseen between 16:00 and 19:00 local time. Any request to arrival at a different time will have to be pre-arranged with the contact person on the information sheet provided by TS to the client after the payment of the balance.

Similarly, the check-out time is noted on the booking form. Any request to alter the check-out time will have to be pre-arranged with the contact person as stated on the information sheet provided by TS to the client after the payment of the balance.

## **15 – TRANSPORT**

The client is responsible for organizing their own transfer to and from the villa.

## **16 – INFORMATION**

Obviously, there may be differences, between the photographs, images and texts used and the real aspect of the villa. When TS declares to have personally inspected the villa it means that the villa meets the general standards of the properties that TS intend to include in their website and brochure.

TS will not take responsibility for possible changes made by the villa owner that TS has not been informed of and that significantly modifies the state of things.

In the event that TS is informed of any change to the villa between the time of booking and the client's arrival, TS will advise the client prior to the client's arrival to the villa.

All distances are approximate and travelling times are intended by car, not by foot.

## **17 – TRAVEL SICILIA'S AND THE CLIENT'S RESPONSABILITY**

As TS remains an outsider of the relationship between the client and the villa owner, TS is exempt of any responsibility for any action and/or failure by the villa owner or by a representative chosen by the villa owner that could harm or prejudice to the client.

Neither TS nor the villa owner can be held responsible for any noise or disturbance from outside the property or beyond the villa owner's control. If TS is aware of any considerable noise outside the villa prior to the client's arrival, TS will do its utmost to inform the client as soon as possible.

TS cannot be held responsible for the breakage of any electric device such as heating, air conditioning, boilers, swimming pool filters, nor for any missing public services such as water, gas or electricity nor the breakage of any domestic device. TS can also not be held responsible for not adhering to the terms and conditions of this contract in cases of natural disasters such as explosions, hurricanes, accidents, fires, war or menace of war, civil revolt and for actions, restrictions, laws and any measures on behalf of the state or local authorities, strikes, closures, and any other industrial action or dispute and any adverse weather conditions.

The client expressly exempts the villa owner and TS of every responsibility for direct or indirect damages to persons or things from malicious or negligent actions from anyone unless proved as negligence or fault by the villa owner or by TS.

## **18 – COMPLAINTS**

In the event that a client is dissatisfied with the rented villa because it is not as per the description in our program, the client will have to contact the villa-owner immediately. TS will do their utmost to resolve any problem.

No complaint, at the end, or after the holiday, or if the client has left the villa prior to the agreed check-out date, will be taken into consideration neither by the villa owner nor by his representative as per this agreement.

If the complaint, within the above specified agreement, could not be resolved during the holiday period, the client can send a formal complaint to the villa owner, with a copy to TS, within 7 days of the client's return home. If the complaint is justified, TS will act as intermediary between the villa owner and the client and will mediate to reach a satisfactory solution for both client and villa owner without accepting any responsibility towards neither the client nor the villa owner.

## **19 – VALIDITY AND EFFICIENCY OF CONTRACT**

The booking contract is considered valid as per the above clause nr 3. TS, as attorney of the villa owner, reserves the right to cease the contract by written communication to the client in case of violation of clauses nr 8, 9, 10, 13 and 21. In all these cases all sums paid by the client will be kept and the client will not be able to claim any monies back.

## **20– LAW**

All the clauses of this contract are essential and form a tacit and in discussable agreement of which the violation of any of the above clauses annuls the contract.

This contract and all that is expressed within it is based on Italian Law. For any objection that could arise in its rendering, interpretation or validity stipulated between the client and the villa owner, the one and only jurisdiction lies with Palermo.

For anything not stated in this contract the parties will refer to the law L.392/78 and its subsequent changes of the Civil Code and by the local regulations.

## **21 – PERSONAL INFORMATION**

As stated by the Italian legislative Decree n. 196/2003 and its subsequent changes and additions, the client declares to have been informed about the end purpose, its rules, the nature of its conferment, the consequence of a possible refusal, the persons that its details can be communicated to, the range of disclosure of the aforesaid information and the rights within the law, the name and address of the head office of the Owner and the Person in charge of this process. On the basis of this the client confers his consent to the treatment of the details for the end needs and forms as indicated and within the limits consented by the law.