



SHORT TERM BOOKING TERMS AND CONDITIONS

These Terms and Conditions apply to homestays at the home of Elizabeth & Jeff Carr (“**Owner**”). The Terms and Conditions form the basis of your contract with the Owner so please read them carefully before making a reservation.

1. Definitions

“Additional Services”	means such additional optional services as may from time to time be provided by the Owner during the Homestay Period, as set out in the Owner’s prevailing tariff;
“Building” “House”	means the building and grounds known as La Casa di Pietra
“Booking Confirmation”	means the confirmation of booking provided to the Guest when a booking has been accepted;
“Booking Deposit”	Means £1,000
“Booking Form”	means the homestay accommodation booking form completed by the Guest;
“End Date”	means the last day of the Homestay Period;
“Fees”	means the fees specified in the Booking Form;
“Lead Guest”	means the person booking homestay accommodation;
“Homestay Period”	means the duration of the Guest’s stay as specified in the Booking Form;
“Inventory”	means the inventory of fixtures furniture and effects in the Room a copy of which is kept at the Property;
“Property”	La Casa di Pietra at:- Casatico, 55031

“House”	means the entire house identified in the Booking Form together with the fixtures furniture and effects specified in the Inventory;
“Security Deposit”	£1000 – repayable 7 days after vacating the property
“Start Date”	means the first day of the Homestay Period.

2. **Booking and Payment of Booking Deposit**

- 2.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit.
- 2.2 The Guest must pay the Booking Deposit to the Owner at the point of confirming the days on La Casa di Pietra website and submitting the Booking Form.
- 2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Guest a Booking Confirmation. At this point a binding contract exists.

3. **Payment of Fees**

- 3.1 The Guest must pay the balance of the Fees due to the Owner at least 8 weeks prior to the Start Date.

4. **Security Deposit**

- 4.1 The Guest must pay the Security Deposit to the Owner no later than the date on which the balance of the Fees is to be paid.
- 4.2 The Security Deposit will be held by the Owner and applied against the cost of remedying any damage to the Property caused by the Guest.
- 4.3 The Security Deposit will be returned to the Guest not more than 7 days after the End Date less any deductions made for the cost of remedying any damage.

5. **Cancellation of Booking**

- 5.1 If the Guest cancels the booking more than 12 weeks before the Start Date the Owner shall be entitled to retain a £100 administration fee but the Owner will refund all other sums paid by the Guest.
- 5.2 If the Guest cancels the booking by giving less than 8 weeks' notice the following provisions will apply:
 - 5.2.1 cancellation between 8-6 weeks from the Start Date – the Owner retains 50% of the Fees and will refund all other sums paid by the Guest;
 - 5.2.2 cancellation between 6-4 weeks from the Start Date – the Owner retains 70% of the Fees and will refund all other sums paid by the Guest;
 - 5.2.3 cancellation between 4-2 weeks from the Start Date – the Owner retains 90% of the Fees and will refund all other sums paid by the Guest;

5.2.4 cancellation between 2-0 weeks from the Start Date – the Owner retains 100% of the Fees and will refund all other sums (if any) paid by the Guest.

5.3 If the Guest has not paid the Fees [and Security Deposit] by the date specified in Clause 3.1 the Guest will be deemed to have cancelled the booking under Clause [5.1].

6. **Owner's obligations during the Homestay Period**

6.1 The Owner agrees that the Guest may use the House during the Homestay Period without interference subject to the Guest complying with these Terms and Conditions.

6.2 The Owner shall provide adequate bed linen and towels for the Room.

6.3 The Guest may use the paths, allocated parking area, swimming pool, immediate grounds surrounding the Property.

7. **Guest's obligations during the Homestay Period**

7.1 The Guests charges relating to the cleaning, maintenance, swimming pool, wifi are already included within the price of the rental. Additional charges are only required if any damage or missing items is noted upon the guest vacating the property.

7.2 The Guest shall use the Property in a reasonable and careful manner and shall keep the house clean and tidy. There will be adequate cleaning products to help assist with maintaining the property.

7.3 The Guest shall make good all damage caused to the Property (including the Owner's fixtures and fittings) or to any other property owned by the Owner through:

7.3.1 any breach of the obligations set out in these Terms and Conditions;

7.3.2 any improper use by or negligence of the Guest or any person at the Property with the Guest's permission.

7.4 The Guest shall keep the items specified in the Inventory clean and in the same condition as at the commencement of the Homestay Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Owner to pay compensation to the Owner).

7.5 The Guest shall report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Guest.

7.6 The Guest shall in cases of an emergency allow the Owner or anyone with their authority to enter the house at any time and without notice.

7.7 The Guest shall use the house and the Property as short-stay living accommodation for a maximum of 10 people only. This maximum figure includes babies and young children.

7.8 Guests will be required to provide passport information for **ALL** guests staying at the property. This is a legal requirement for the Italian government, the local police and local tourist information at the point of check in.

7.9 Check in will take place from 16.00 on the Friday. Check out will be by 10.00.am the following Friday or agreed Friday at the end of the stay. Our

house keeper will arrive at the house 9.00 Saturday morning to take photos of each guest's passport information and discuss any questions you have regarding the property or surrounding areas.

- 7.10 A welcome pack will be sent once the final payment has been made with local history and places of interest and recommendations for daytrips, restaurants and fun activities to do in the area.
- 7.11 The Guest shall not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Owner or neighbours.
- 7.12 The Guest shall not use the Property for any illegal or immoral purposes.
- 7.13 Please do not use the property towels or bedlinens to remove make up or stain with any products such as fake tan or oils. Any items misused will be replaced deducting money from the security deposit.
- 7.14 Please do not use the house or pool towels for trips to the local lakes/beach. Any loss or damage will result in deductions from the security deposit.
- 7.15 The Guest/s shall not bring any animal or pet to the Property. We have a strict no pet policy.

The Guest shall not bring any animal or pet to the Property without first obtaining the Owner's written consent and subject to any conditions imposed by the Owner.
- 7.16 The Guest shall not smoke or vape within the Property. Any smoking or vaping must take place outside of the house and the guest must pay particular attention to disposing of any items properly. During the dry summer season wild fires can easily be caused by inappropriate disposal of flammable items. Please ensure the upmost care in the surrounding areas.
- 7.17 The Guest shall not part with possession or share occupation of the house or any part of it with any unauthorised guests.
- 7.18 The Guest shall not permit any person to occupy any of the Rooms as a lodger.
- 7.19 The Guest shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Owner.
- 7.20 The Guest shall comply with any reasonable regulations made by the Owner relating to the use of the Property.
- 7.21 At the end of the Homestay Period the Guest shall remove the Guest's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate cleaning and re-occupation.

8. Termination

- 8.1 If the Fees are at least 7 days overdue or if there has been a substantial breach of any of the Guest's obligations the Owner may terminate the contract between the Owner and the Guest. The other rights and remedies of the Owner will remain in force

9. **General**

- 9.1 Any obligation on the Guest in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 9.2 Whenever there is more than one person comprising the Owner or the Guest their obligations may be enforced against all of them jointly and against each of them individually.
- 9.3 The Owner and Guest do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.4 An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment.