

## **Terms & Conditions.**

**Please read the following terms and conditions before proceeding with your booking.**

These **Terms & Conditions (T&Cs)** govern all bookings with Bella Como Limited of Regent on the River, 96 Watermans Quay, William Morris Way, London. SW6 2UU to be known henceforth as the **Company** or **Agency**. Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you (the **Tenant** or **Customer**) to rent the relevant accommodation subject to these T&Cs. All bookings through our Company and all matters arising from them are subject to Italian law and to the exclusive jurisdiction of the courts of Italy. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking you warrant and confirm to us that you have read these T&Cs and agree to comply with them.

### **Liability**

In consideration of the fact that the Company acts only as a booking agent, the Company accepts no liability whatsoever for any aspect of the arrangements and in particular, accepts no liability for any loss, personal injury/illness or death however incurred. Although the Company uses all reasonable endeavours to ensure the accuracy of all information provided and the quality and facilities of the properties, we cannot accept any liability whatsoever for any problems that occur while guests occupy the property of their choice. All information has been provided in good faith and no liability is accepted whatsoever by the Company for any misrepresentation of property material or accommodation.

While every effort is made to perform the contract, we cannot accept liability for alteration, delay or cancellation of your holiday because of war, or threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any governmental or public authority, technical problems relating to transport, airport regulations, temporary, technical, mechanical or electrical breakdown with your accommodation or other circumstances amounting to 'force majeure' or Acts of God and other similar events that are beyond our control.

### **Lets for Touristic Purposes Only**

The duration of the stay is established according to the booking period. The use of the property is strictly for living and for touristic purpose only. For any other use the Agency reserves the right to cancel the contract and proceed with a compensation claim (article 1456cc). The rental fee for the duration of the contract is agreed according to the booking. The fee usually includes final cleaning (unless otherwise stated in the property description), bath towels, bed linen and tourist taxes. Water, gas and electricity are also included unless otherwise stated but extra heating charges will be incurred during winter months or during periods of inclement weather. The property cannot be sub-let by the Tenant and the number of people occupying the property cannot differ to the number of people declared on the booking form/contract. Smoking is prohibited inside **any** of the properties and pets are not allowed unless otherwise agreed at the time of booking. Parents remain responsible for children or minors at all times. The Agency has the right to substitute the property with another of the same quality, type and location in case the property booked is no longer available due to causes not attributable to the Agency (fire, leaks, uninhabitable etc.).

### **Deposit**

A 25% deposit payment for all properties and products, including any promotional offers, is required at the time of booking once a booking request has been confirmed by the Company. Bookings are not deemed fully confirmed and no contract exists until such deposit payment has been made. All deposits are made to the Company and are **non-refundable** (article 13386cc). If the booking is made within one calendar month of the date of arrival then full payment is required immediately. Payment can be made by Visa/MasterCard credit/debit card or bank transfer. A €2 admin charge per card transaction will be added as a supplement to the payment. Banks may charge to send and/or receive transfer of funds and in this case only the final amount shown as being credited into our bank account will be accepted as

payment. Booking confirmation together with arrival instructions/driving directions to the property will be sent by email on receipt of the full balance payment. Where an initial deposit has been paid, the balance must be paid within one month of the commencement date of the booking, whether demanded by us or not. If this is not paid within seven days of it being due, we reserve the right to cancel the booking without any refund.

#### **Cancellation by you**

You or any member of your party may cancel your booking at any time however no refund will be made for any monies paid. In most cases cancellations mean the property cannot be re-let and the Owner will have to be paid. In certain cases any loss, if incurred involuntarily, may be covered by your holiday or travel insurance.

#### **Cancellation by the property Owner**

If deemed necessary the Owner reserves the right to withdraw or cancel the property booking. In this unlikely event you will be offered the choice of renting another property through the Company (subject to availability) with the price difference payable/refundable as appropriate, or of receiving a refund of all monies paid to the property Owner. No compensation is payable by the Agency.

#### **Insurance**

It is a condition of booking that all members of the party have comprehensive travel insurance, including cover for possible cancellation of your trip. We cannot be held responsible for any problems arising out of the organisation of such insurance.

#### **Security Deposits**

A security deposit will be required on arrival at the property to cover the cost of any damages or breakages to or at the property. The amount and means (usually by pre-authorised credit card) will be set out in the arrival instructions/accommodation voucher, which will be sent to you after the balance has been paid. We reserve the right to refuse entry to the property should the security deposit not have been paid.

The cost of any damage caused by you will be deducted from the security deposit and the balance will be returned to you. If the security deposit paid by you is not sufficient to cover the cost of such damage, the Owner is entitled to recover any additional costs from you. Generally we are able to return all, or virtually all, of a client's security deposit (minus any appropriate charges) within one week of departure though delays may arise whilst awaiting estimates for the repair of any damage. We endeavour to ensure all security deposits are fully returned within 30 days of departure.

In the unlikely event that any dispute as to the amount of final charges to be deducted from the security deposit arises we will, at your request, intervene with the Owner to authenticate the claimed damage and attempt to mediate the dispute.

#### **Access**

The Owner or their representative shall be allowed access to inspect their property prior to your departure. They also have a right to access the property during your stay if urgent maintenance is required. Gardeners and pool maintenance staff may enter the grounds during your stay, normally very early in the morning. Maintenance staff cannot be refused entrance to the property as this may impact on your comfort and safety during your stay.

#### **Security & Valuables**

Any valuables left at the property are left at your own risk. Neither we nor the Owner are responsible for any loss. When provided, burglar alarms must be activated, safes used and in all cases proper care be taken against theft and burglary. It is your responsibility to ensure all doors and windows are closed and locked when leaving the property, or when by the poolside/in the grounds. If theft or damage to the property occurs through negligence on your part the Owner is entitled to seek compensation from you.

#### **Telephone Calls**

We would like to advise our clients that the Company randomly records telephone calls. This ensures that customer service is constantly improved.

#### **Behavior**

You are responsible for keeping the property and all its contents and grounds in the same state of cleanliness, repair and condition as at the commencement of the holiday. You will be

responsible for the payment for any breakages, loss or damage to the property caused by you or members of your party. The Owner reserves the right to make deductions from the security deposit (if any) for any extra cleaning over and above the number of hours usually committed to departure cleaning and to claim against you for damage or loss if the cost of which exceeds the security deposit.

The person whose name is on the booking form is responsible for the correct and decent behaviour of all members of the party. Should you or a member of the party not behave in such a manner, the Owner may use their absolute discretion to terminate the stay of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. Neither we, nor the Owner will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we, nor the Owner will pay any expenses or costs incurred as a result of the termination.

Only the Customers/persons stated on the completed booking form may use the property unless otherwise agreed in advance by us and/or the Owner. The maximum number of people, including infants allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the numbers are exceeded.

We act as an Agent for the Owner for the private rental of the property for touristic purposes only. If you intend to organise a function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from us and the property Owner. Additional charges and/or an increased security deposit may be required in such cases.

### **Property Descriptions**

Although the Company makes every effort to ensure that advertised descriptions are correct, it does not own any of the properties and therefore cannot control or prevent changes.

Although changes to properties advertised are infrequent, the Company reserves the right to change the description of any property or service at any time, in which case we will endeavour to notify you of all changes before commencement of the booking date if it is practical to do so. No compensation will be payable by the Company in such cases. No claims will be accepted for costs or additional expenses incurred as a result of any changes. Distances and timings given are approximate. Pets are not allowed unless written permission is obtained before arrival.

Whilst many of our properties are equipped with Internet access we cannot be held liable for any malfunctions or technical problems with Internet Service Providers nor for the operating speed available. Internet dongles can be hired from us for a supplement but are again subject to connectivity and operating speeds available. Such dongles are not suitable for iPads/tablets.

### **Breakages & Cleanliness**

Our accommodation is made available for letting on the understanding that the property will be left clean and tidy at the time of checkout and all personal waste must be removed from the property. The customer will be held responsible for any damage or breakages to the property caused by the customer and in the event of such occurrence the incident must be reported to the Company immediately.

The Tenant will inform the Agency within 24 hours of receiving the keys of any fault of the property or the contents i.e. appliances, furniture etc. If any damages or defects are not reported within this time they are believed to be known and accepted or considered not relevant and the contract completed.

Customers are not permitted to move any furniture or equipment without prior written consent from the Agency or the property Owner. In the event of such permission being granted, it is the responsibility of the Tenant to ensure all items moved are returned to their original position prior to check out. Under no circumstances must any furniture for use inside the property, be moved outside.

### **Air-Conditioning/Heating**

Whether the cost of any air-conditioning or heating is included in the property price, or paid for as a supplement, the units must only be used while you are in the property with all windows and doors kept closed. Under no circumstances must the units be left on

continuously while the property is unoccupied. Where the air-conditioning or heating is payable extra, it must be paid for at the advertised rate, which is not negotiable.

### **Building Work**

Any building work that may commence in the local area is outside of our control and we cannot be held responsible for any resulting disturbance. However, should we become aware of any building work which may reasonably be considered to adversely affect the enjoyment of your holiday we will notify you as soon as possible, and wherever possible, will offer you the opportunity to transfer to an alternative property at the advertised rates. Whilst we assure you of our best endeavours to minimize any inconvenience we regret that we cannot accept any liability in this case.

### **Keys**

One set of keys for the property will be provided to the Customer by the property Owner. The Company will also hold a spare set in case of emergencies.

### **Baby Cots and High Chairs**

In most of our properties we can provide a baby cot and/or high chair (sometimes at a supplemental charge). Please check with us should this be required. Baby cots are usually of the portable 'travel cot' style and we recommend that you bring your own cot linen for your baby's comfort and hygiene.

### **Check-in/Check-out Times**

Access to properties will be after 3.30pm on your day of arrival, to allow time for cleaning and servicing, and must be vacated by 9.30am on the day of departure (unless otherwise agreed by us in writing). Our preferred arrival times are between 3.30pm and 6.00pm. Late arrivals after this time will incur an extra charge of €30 up to 10.00pm rising to €50 after this time. Please be aware there is no arrival service after midnight, so plan your travel accordingly.

In the majority of cases, you will be met on arrival at the property by a representative of the Agency or by the Owner and shown into the property. For our Varenna properties, the keys will be handed over to you by a representative at our office in Menaggio; you will then take the short ferry ride over to Varenna. Please be advised that the last ferry from Menaggio in season is around 7.35pm. After this time a later ferry can be taken from Cadenabbia or you can drive around the lake, which will take approximately another 45 minutes. Should you require keys to be left at the property in Varenna instead (subject to availability) there will be an extra charge of €50 per return trip made across the lake by us. At the end of your stay a representative will check you out of the property. Upon departure from the property it is the Customer's responsibility to leave the property clean and tidy with all rubbish disposed of in the bins provided by the local council around the neighbourhood and to ensure that crockery etc is cleaned and put away. Where properties are left in an unsatisfactory condition an additional cleaning charge will be levied.

In the case of premature departures from the property by the Tenants i.e. before the end of the booking period, the entire booking fee is non-refundable and refunds are not applicable.

### **Complaints procedure**

In the unlikely event of a problem with your property occurring whilst you are in situ you are required to contact our offices immediately so that we may offer assistance and if possible remedy the situation. In the event that the property Owner does not or is unable to resolve any issues with the property during your stay, then you should put your comments in writing to us within seven days of your return. We will forward your written complaint to the Owner and will, within reason, liaise with the Owner to assist in reaching a satisfactory settlement for all justifiable complaints regarding the property. In the event that an agreement cannot be reached, we will provide you with the full name, address and telephone number of the Owner and it will be your responsibility to take the complaint up directly with the Owner, including any legal action. The Company has no responsibility for the property. Your contract for the holiday let is with the Owner and in such circumstance you agree to fully indemnify us in the event of any claim. In case of controversy, the court where the property is located will take over, this is Italian Law.

Neither we, nor the Owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the Owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, air conditioning units, nor for the failure of public utilities such as water, gas and electricity.

### **Health & Safety**

Our Customer safety and wellbeing is of paramount importance. Please note that it is the requirements and standards of the country in which any property rentals are provided which apply to those services. As a general rule, these requirements and standards may not be the same as your home country and may sometimes be lower.

Upon arrival at the property please familiarise yourself with the safety features and layout of the property. In particular if you are travelling with children, please take the time to point out to them any areas in which they should take particular care such as the pool or on balconies. If you should have any questions or concerns in this regard, please contact the property representative or our office.

We aim to ensure that all of our properties are as child friendly as possible. However, care should always be taken, especially around pool areas with supervision being given to children at all times. Some properties are better suited than others for young children and the less mobile, so we advise you to fully investigate the suitability of the property before you book. Telephone or email us and ask as many questions as you want. If something is important to you, do not assume but discuss the matter with a member of our reservation team who will assist you with your query.

Despite our efforts and advice given, it is ultimately your responsibility for the care and safety of the members of your group. Should you have an accident anywhere in or around the property you must report this straight away to our offices.

Many terrace walls are 90cms to 1m high, whilst others may be less. There may also be roof terraces with low walls and in most cases we try to ensure these are gated or blocked off. However, depending on the layout and design of the property this is not always possible. If you have any concerns about the safety of the property please contact us immediately. Any genuine problems brought to our attention will be dealt with as quickly as is locally possible where feasible. Many single story villas have several steps inside them and gardens may have some drops or slopes. Several properties have staircases that can be steep and occasionally have low head heights.

The ground surface inside and outside the property may be wet due to the maid cleaning them on arrival, departure and any other day when extra maid service is carried out. Be aware of the ground condition at all times and be cautious by taking the necessary steps to ensure your safety and especially that of children and the elderly. At other times, ground areas open to the elements or subject to dousing in water from the swimming pool may be wet and caution is required at all times.

In the event of a fire you should immediately vacate the property ensuring all members of your party have been evacuated and are safe. After accounting for the members of your party call the emergency services and inform our office.

### **Swimming Pools**

Swimming pools are not normally available all year round. Please check with us that the pool will be open during your stay. We cannot be held responsible for delays to pool opening due to bad weather or for low water temperatures at any period.

Please note that swimming pools carry their own inherent risks. Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout and depths of any swimming pool(s) at the property. Please take note of any pool warning signs, depth markings and other instructions for use, which may be displayed.

Young children must not be allowed to wander unaccompanied in the grounds of any property where there is a swimming pool and must be accompanied by an adult at all times.

Any gyms, Jacuzzis and hot tubs are used at the sole discretion of the party. Children under 16 are forbidden to enter and use such facilities.

The pool sizes in our descriptions are approximate and for guidance only. Some pools are irregular shaped and have been measured at the longest and widest points. Pools are maintained and cleaned on a regular basis. A pool net is usually provided and it is normal custom for clients to remove any debris such as leaves and twigs in between cleans. If you have any concerns about your pool, contact the property representative or our office immediately.

#### **Passports, Visas, Documentation and Health requirements**

You are responsible for all members of your party's travel and health documentation (passports, driving licenses, vehicle registration documents, insurance etc) and for any consequences arising from failure to carry correct documentation or to comply with all relevant passport or visa requirements.

#### **Special Requests**

If you wish to make a special request, you must do so prior to your booking commencing. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not under any circumstances be accepted by us as failure to meet our contractual obligations.

#### **Medical Requests**

If you or any member of your party has a medical condition or impaired mobility issue that may affect your stay then please advise us in writing prior to confirming your booking so that we may advise on the suitability of the property. If we are not provided with this information we cannot be held responsible if the property you selected is not later deemed suitable by you.