

## **LA CUCCAGNA TERMS & CONDITIONS**

### **1. Confirmation of Booking**

Your booking is only confirmed on receipt of your credit card details or deposit payment. Confirmation will be sent to you by email.

### **2. Deposit**

A deposit of 30% of the total cost is required to secure your booking if the total cost of your booking is more than €500. Should we not receive your payment within five working days then your provisional booking will be released.

### **3. Final Payment**

Any outstanding balance is due on arrival.

In the event the entire property (including the ground floor of Casa del Fattore) has been reserved by one party, final payment must be made eight weeks prior to the rental commencement date.

### **4. Form of Payment**

Payments can be made by bank transfer or credit / debit card (we cannot accept American Express).

### **5. Cancellation by You**

The following cancellation charges apply:

- Cancellation less than 4 weeks prior to arrival - 100% of full amount due
- Cancellation 4 - 6 weeks prior to arrival - 30% of full amount due
- Cancellation more than 6 weeks prior to arrival – no cancellation charges apply

Any cancellation charges may be refunded at our discretion, depending on our ability to rebook with another party.

(In the event the entire property, including the ground floor of Casa del Fattore, has been reserved by one party, any payments made by the time of cancellation may only be refunded at our discretion, depending on our ability to rebook with another party)

### **6. Cancellation by Us**

In the unlikely event that we have to cancel your booking, we will refund all monies in full. No extra monies will be due. We do not accept liability for travel expenses, alternative accommodation or other expenses that may be incurred.

### **7. Respect for La Cuccagna**

Guests are responsible for taking all reasonable care of the property and its contents. Guests shall ensure that no member of the party engages in any activity in or around the property and swimming pool which may cause damage, offence to the neighbours, pollution to the water or damage to the structure or filtration equipment, this includes unacceptable anti-social behaviour. Guests are kindly asked to abide by any rules and regulations set out by La Cuccagna. Rules and

regulations are set out for everyone and help with the management and running of the estate. Please kindly abide by them and please be considerate of others.

## **8. Damage to La Cuccagna and its Contents**

Except in the case of normal wear and tear, guests will be responsible for making good any damage to the property or its contents which has occurred due to negligence, willful damage or irresponsible behaviour on the part of those occupying the property or their guests. Such damage must be immediately reported and the cost of the replacement or damage must be paid for by the client.

## **9. Arrival and Departure Times**

Accommodation at La Cuccagna will be available for occupation from 4.00 p.m. on the day of arrival and must be vacated by 10.00 a.m. on the day of departure. Alternative arrangements may be made on request.

## **10. Liability**

We shall not be held responsible for any accident, loss or damage, which may be sustained by you or your party, or visitor, to your property, however caused. Neither can we accept liability from the use of the swimming pool, which is at your own risk. Whilst we will rectify equipment defects as soon as possible we cannot be held responsible for local power outages or interruptions to mains water supply.

## **11. Force Majeur**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these Terms and Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, weather conditions, government action or other events outside our control.

## **12. Law and Jurisdiction**

This agreement shall be governed by the laws of Italy to which both parties expressly submit.

## **13. Website Information**

We have taken the greatest care to ensure the accuracy of all information contained on our website. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, we will inform you as soon as reasonably practical after we become aware of the situation. We make reasonable efforts to ensure that information supplied to you in relation to our property and its facilities and/or services is accurate and complete as at the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about our property or its facilities and/or services, except where any such information has arisen out of our negligence.