



## **HOLIDAY LETTING AGREEMENT**

It is agreed that the Owners will let and that the Guest will take, the furnished premises at Palazzo Scagliae, Localita' Pisciano, Nerbisci, 06024 Gubbio (PG), Italy (the Premises) for the time period set out on the Booking Form.

### **The Guest agrees with the Owner as follows:**

1. To pay the letting fee. A 30% deposit is due on confirmation within 5 working days of the booking, and the balance is payable in full 6 weeks (42 days) prior to the arrival date. The deposit payment will be applied toward the rent. The deposit payment is not a security/damage deposit.
2. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
3. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to replace with similar articles of at least the equivalent value and standard, any items of furniture which may be found to be missing or destroyed (reasonable wear and tear excepted).
4. Not to remove any of the furniture from its present position in the Premises.
5. To use the premises as a private holiday residence for up to 8 persons only and not for any other purposes whatsoever. Additional persons may be accommodated by prior arrangement only.
6. Not to affix any poster or placard to the interior or exterior of the Premises.
7. Not to do or permit to be done anything which may be a nuisance or annoyance or cause of damage to any neighbouring property.
8. Not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium.
9. Not to use the property for any illegal or immoral purposes.
10. To permit the Owners or their agents access to the Premises to deal with any maintenance or security issues.
11. Not to smoke or permit smoking inside the Premises.
12. To accept and abide by the General Terms & Conditions that comprise Page 2 of this Holiday Letting Agreement.

### **Security/damage Deposit:**

The guest will pay a deposit of **EUR 300.00** which is fully refundable, less any sum which may be due to the Owners from the Guest as a result of any breach of the Guest's obligations under this Agreement.

On completion of the letting period: The Guest agrees to leave the Premises and the furniture, in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- No damage is done to property or its contents, beyond normal wear and tear.
- No charges are incurred due to illegal activity, pets or collection of rents or services rendered during the stay.



- All debris, rubbish and discards are placed in rubbish bin, and soiled dishes are placed in the dishwasher and cleaned.
- All keys are left on the kitchen table and unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.

### **Provisions and Declarations**

1. If at any time during the letting period, the fee or any part of it is unpaid or any covenant by the Guest contained in the Agreement is broken or not performed or observed, it shall be lawful for the Owners or their Agent at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and upon re-entry this Agreement shall absolutely determine but without prejudice the right of action of the Owners or their Agent in respect of any breach of any covenant contained in this Agreement.
2. This Agreement is made on the basis that the Premises are to be occupied by the Guest for a Holiday and the Guest acknowledges that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
3. It is the intention of the Owners and the Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
4. The terms and conditions of the Agreement become valid upon written confirmation by the Owners of acceptance of the holiday letting period for the agreed letting period.

Signed: \_\_\_\_\_

Name (printed) \_\_\_\_\_

Date: \_\_\_\_\_

Please return a copy to: [palazzoscagliae@gmail.com](mailto:palazzoscagliae@gmail.com)



## **GENERAL BOOKINGS TERMS & CONDITIONS**

### **BOOKING**

For all bookings, including those made by telephone or internet, the Lead Guest must complete and sign this Holiday Letting Agreement overleaf. This must be sent to us at the time of booking. The Lead Guest must be over 18 years of age and authorised to make the booking and to accept these Booking Terms & Conditions by all persons named on the Property Rental Booking Form. The Lead Guest will be responsible for making all payments due.

On receipt of documents from us you must advise us if anything appears to be incorrect. We (the owners) regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of our dispatching the documents to you. We reserve the right to refuse a booking without giving any reason.

### **RENTAL PAYMENT**

#### **Deposit**

In order to confirm your booking a bank transfer receipt of 30% of the total rental fee must be enclosed with both the signed Holiday Letting Agreement and Booking Form. If we do not receive your payment and both these signed forms within 5 days of your verbal or email confirmation, then we will release your reservation and will not be able to guarantee that the property will subsequently be available. The deposit payment will be applied toward the rent. The deposit payment is not a security/damage deposit.

#### **Balance**

We must receive the balance of rental fee by 6 weeks (42 days) prior to the booking arrival date. If payment is not received by us in full and by the date in our confirmation letter then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable.

NB No reminders of payment dates will be sent.

Bookings received 6 weeks or less before the booking arrival date must be paid in full. Although we would not anticipate any costing errors on the confirmation invoice, should there be an obviously incorrect price shown, then we will issue a new invoice and will not be bound by the price shown on the incorrect invoice.

### **YOUR CONTRACT**

A binding contract comes into existence when your booking is confirmed by email (when you are booking 6 weeks or less before departure) and in all other cases when we dispatch our confirmation invoice.

### **CANCELLATIONS – BY YOU (LEAD GUEST)**



You may cancel your booking at any time. Cancellation must be communicated to us in writing and takes effect from the date received by us. In the event of cancellation then the following charges become applicable:

Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a 10% cancellation fee or €100, whichever is greater.

Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full reservation deposit of 30%.

### **CANCELLATIONS – BY US**

It is extremely unlikely that we will have to make any changes to your property rental. However, occasionally we may have to make changes and reserve the right to do so at any time. Most of these changes would be minor and we will advise you of them as soon as they may be applicable. If we are forced to cancel the property rental because of force majeure or for any reason that makes the property unfit for rental, you will be entitled to a full refund of all monies paid to us. Please note that we are not liable for any consequential loss or incidental expenditure resulting from the cancellation of your holiday.

### **INSURANCE**

It is the responsibility of the Guests to ensure that their personal possessions and pets are insured. We cannot accept any liability for theft of, loss of or damage to personal possessions and injuries to pets. We also recommend that guests arrange adequate travel and/or pet insurance.

### **COMPLAINTS**

Complaints must be reported immediately to the owners of the property or to their representatives thereby giving them the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 28 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

### **OCCUPATION OF THE PROPERTY**

Only the named guests are permitted to use or stay in the property. If you are expecting overnight visitors, you must let us or our representatives know. You and your party must not exceed at any time the numbers of sleeping places. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the party.

### **LOCATION MAP & DIRECTIONS + KEY COLLECTION**

A Location Map & Directions with Key Collection instructions will be sent to the booker on receipt of deposit payment.

### **JACUZZI HOT TUB**

No children under the age of 12 permitted in Jacuzzi hot tubs at any time. Children must be supervised at all times. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. We regularly drain, sanitize, refill and



replenish chemicals; therefore, it may not be warm on your arrival. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

#### **PARKING**

Vehicles are to be parked on the gravel or in the garage. We kindly ask you to not park on the lawns.

#### **PETS**

Pets are permitted in rental units only with prior approval. All pets must be leashed at all times. Pet owners are responsible for cleaning up any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm prevention is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner. The owners assume no responsibility for illness or injury that humans or pets may incur while on the premises.

#### **NO DAILY HOUSEKEEPING SERVICE**

While linens and towels are included, additional cleaning services are not included in the rental rate. However, it is available at an additional rate of EUR 40 per cleaning.

#### **WATER AND SEPTIC TANK**

Water on the property comes from our private natural spring. As it is a precious resource, we kindly ask you to avoid wastage and improper use. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages.

#### **ARRIVAL / CHECK-IN TIME**

This is from 14.00 Hrs / 2.00pm on the arrival day booked. We may be a little flexible on this, provided that there are no departures from the night prior. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

#### **DEPARTURE / CHECK OUT TIME**

This is by 10.00 Hrs / 10.00am on the departure day booked. We can be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.