

# Terms & Conditions

## The Agreed Details and Conditions of Occupancy

1. The Premises: Casa Matra Ponto, being Via Pietro Rava 1, Sala Comacina (CO), Lombardy, Italy
2. Every effort has been made to ensure that the information on the website for the Premises is correct at the time of display, and at the time of inspection prior to occupancy, and that all information and statements provided by the Owner are made in good faith but without liability. As a stand-alone property the Client has selected the property based on the images and information provided and understands that an alternative cannot be offered in the case of an unsuitable choice having been made
3. Occupancy of the above premises is for no more than the number of persons in the booking request and as agreed in writing following receipt from the Client of a 30% deposit of the Accommodation fee by the due date, to secure the booking. Such written confirmation forms the 'Agreement' between the 'Owner' and the 'Client'
4. The Occupancy rate – the Accommodation fee, is based on the Tariff (including: electricity, gas, water, heating, cleaning), and is confirmed in the Agreement
5. The Occupancy term – the arrival and departure dates, are shown in the Agreement
6. Arrival Time: After 16:00 - Departure Time: Before 10:00, unless agreed otherwise in advance in writing. Failure to depart on time may result in late check-out charge equal to the daily occupancy rate as calculated based on the Tariff as confirmed in term 4
7. No security deposit against damaged is requested, however please refer to term 10 below
8. Cancellation: Please contact us immediately if you need to cancel your holiday for any reason as your cancellation is effective from the date we receive written notification. Your cancellation will then be acknowledged in writing. We will endeavour to fill the vacancy advised. We strongly recommend that each Client take out Cancellation Insurance, and depending on the reason for cancellation you may be able to claim from a cancellation policy.

When a booking is cancelled the percentage of the booking fee charged as a cancellation fee will be based on the following fee-structure:

Days out from Arrival	% of Accommodation fee retained
More than 90	Full refund less deposit amount (30%)
60 - 90	25
30 - 60	50
15 - 30	75
0 - 15	100

9. The Client agrees to leave the premises at the end of the Occupancy term in a reasonable condition, with all rubbish removed, and dishes washed. The Client agrees that the property is non-smoking. The Client agrees to an additional cleaning fee of €\$95 if these conditions are breached, payable in cash upon departure. The Client also agrees not to act in any way which causes a disturbance to residents in neighbouring properties in order to ensure a village community atmosphere
10. The Client is liable for any loss or damage caused to the Premises and its contents, including

lost keys during his/her occupancy. A fee of €100 will be levied for each set of keys not returned

11. The Client agrees to allow the Owner, security agent, or relevant trades persons to enter the premises in case of emergency. All possible attempts will be made to contact the Client before such access to the Premises
12. The Client shall report to the Owner without delay any defects in the Premises or breakdown of equipment, plant, machinery, or appliances in the Premises in order for repair and/or replacement to be arranged as soon as is reasonably practicable by the Owner. The tenant agrees to accept the Premises on an 'as is' basis as any malfunction may not be immediately repairable
13. The Owner shall not be liable to the Client for any temporary defect or stoppage in the supply of public services to the Premises, nor in the respect of any equipment, plant, machinery or appliance failure in the Premises, or for any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters (force majeure) beyond the control of the Owner
14. The Owner shall not be liable to the Client for any loss, damage or inconvenience caused or suffered by the Client if the Premises shall be destroyed or substantially damaged before the start of the Occupancy, other than that the Owner shall, within seven days of notification to the Client refund to the Client all sums previously paid in respect of the rental period
15. The Client agrees to take care while cooking and washing in order not to create excessive smoke or steam that could trigger a false alarm which results in the fire brigade attending the Premises
16. The Client will be charged an additional fee per person per night as outlined in the Tariff for any additional persons occupying the premises that have not been indicated in term 2
17. The Client is responsible for his/her own safety and property, and will not hold the Owner and/or his agents liable for any loss or injury, or damage or theft of his/her belongings. Any Client's property left at the premises will be retained by the Owner for a maximum of 31 days and will be returned upon payment of a handling fee of €10 plus postage. Nb: Food items or liquids cannot be returned.
18. These Terms & Conditions are agreed in good faith to create a mutually beneficial arrangement between all parties - by making a booking you confirm agreement with these Terms & Conditions and the mutually beneficial spirit of their intention. Thank You.