



BOOKING CONDITIONS

1 In these booking conditions, “the Company” means Dolce Vita Villas Limited of 14 Donne Place, London SW3 2NG to which address all notices required to be given to the Company shall be sent, and “the Customer” means the person in whose name the booking is made at the address set out in the relevant booking request form.

2 These booking conditions apply to the offer by the Company and acceptance by the Customer of accommodation within holiday property owned by one or more others (“the Proprietor”) and accordingly the use of such property is in addition to these conditions subject to the terms and conditions of the Proprietor (“the House Rules”) as supplied to the Customer pursuant to Condition 4 below. The Company reserves the right to refuse any booking request without assigning any reason therefore.

3 The Customer is strongly advised to purchase travel insurance. The Company provides certain information on its web site relating to travel insurance, including provision for direct contact with one or more insurers. The Company accepts no liability whatsoever for the adequacy or validity of such insurance as the Customer may procure with those or any other insurers. The Customer will be required to provide an insurance disclaimer upon payment of the full amount due for the holiday or the final balance thereof as the case may be.

4 Upon receipt by the Company of a signed booking request form, the Company shall reserve the property requested for a period of seven days. At the same time the Company will forward a copy of the House Rules which relate to the requested property, and the Customer shall sign and return such copy to the Company. The Company will confirm the booking if it receives within that period a sum equal to 30% (or such other percentage as the Company may specify) of the rental charge (“the Initial Deposit”). If the Initial Deposit is not received within such period, the Company will not guarantee



availability of the property requested. The balance of the rental charge shall be paid to the Company no less than 60 days (or such longer period as the owner of the villa rented by the customer shall specify) prior to the commencement of the booking, unless the Customer shall by then have given notice of cancellation. Any failure to pay the balance due on the due date or failure to return a signed copy of the House Rules by such date may, at the Company's discretion, be considered as a notice of cancellation given in accordance with condition 9 below. If these payment conditions are not fulfilled the Company reserves the right to refuse or cancel the booking and/or to forfeit the total charge paid by the Customer and the Customer shall have no claim against the Company for compensation or reimbursement whatsoever.

5 Booking request forms received by the Company in respect of periods due to commence within 60 days (or such longer period as the owner of the villa rented by the customer shall specify) of the date received must be accompanied by payment of the rental charge for the booked period in full.

6 Upon the Company receiving payment of the Initial Deposit within the period allowed for in Condition 4 or entire rental charge pursuant to Condition 5, as the case may be, the Company will confirm in writing the availability and price of the requested property and thereupon a binding contract shall exist between the Customer and the Company subject to these booking conditions.

7 The Customer shall check the details of the Company's booking confirmation and notify the Company of any discrepancy as soon as possible.

8 If the Company cancels any booking at least 60 days prior to the commencement of the rental, the Customer shall be entitled to a full refund of all amounts paid, but shall have no other claim whatsoever against the Company or the Proprietor. If the Company cancels any booking within 60 days of the commencement of the rental or is unable, after



it has given a booking confirmation, to provide the accommodation requested by the Customer, or the Proprietor or the Company shall be in material default of its obligations at the commencement of or during the rental period, the Company shall use all reasonable endeavours to arrange alternative accommodation of an equivalent type and standard in a similar location. Acceptance by the Customer of such accommodation shall be in full and final satisfaction of any and all claims by the Customer against all parties in respect of the period of occupation of such alternative accommodation. If the Customer shall not accept such alternative, the Customer shall so advise the Company in writing, and in any event the Customer shall not be entitled to any refund, reimbursement or claim against any party in respect of any period during which the alternative accommodation was available to him.

9 The Customer shall notify the Company immediately and in writing if he wishes to cancel the booking and no such notification shall be effective unless and until actually received in writing by the Company. In cases of cancellations received more than 60 days before the first day of the booked period the Initial Deposit will be forfeit. In cases of cancellations received with 60 or fewer days notice, the total charge shall be forfeit, in whole or in part, in accordance with the following table:

| <u>Number of days between receipt of cancellation and first day of booked period</u> | <u>Percentage forfeit</u> |
|--|---------------------------|
| 60 to 30 days | 60% |
| 29 to 15 days | 80% |
| 14 days to end of booked period (including during the period itself) | 100% |

The above represents the company's standard cancellation policy. In a limited number of cases a villa may have a different cancellation policy in which case the villa's policy will apply and customers will be notified of it in writing .

The amounts forfeit hereunder are a genuine pre-estimate of the damage likely to be sustained by the Company as a result of cancellation. If as a result of the above any



moneys are due for payment or reimbursement as the case may be, the debtor party shall pay the creditor the full amount due within 7 days of the date of the notification of cancellation.

10 The Customer's obligation to pay (if any) or forfeit any sum following his cancellation shall stand notwithstanding the existence of any insurance cover, it being the obligation of the Customer to make any appropriate claim in respect of cancellation fees or any other benefit. The Customer is strongly advised to give full consideration to the terms of his travel insurance.

11 Whilst to the best of the Company's knowledge the details relating to any property described in any booking form were correct when published, the Company reserves the right to make alterations at any time and shall endeavour to inform the Customer of any such alterations. No right of cancellation shall arise in this event.

12 All rates in the Company's catalogue and website are expressed in Euro. All sums paid to the Company should be made via bank transfer to the Euro bank account nominated by the Company in the booking request form. All transfers originating in Euro shall be made net of bank charges and exchange commissions, both sending and receiving, and any transfers originating in any other currency shall be in such amount as shall result in the Company being credited in full in such bank account with the sum in Euro in question, in either case any shortfall being a debt owed by the Customer to be paid either when paying any balance or at the commencement of the rental period, in cash to the Proprietor. If the Company shall accept payment by any method other than bank transfer to its Euro bank account, it may add to the sum due such amount as will pay all costs of the transaction in question such that the Company shall receive no less than the amount of the transaction expressed in Euro. If the Company accepts payment by cheque, a handling fee of Euro 25 will be charged in addition to the aforesaid amount in respect of costs.

13 Upon arrival at the property booked by the Customer, the Customer shall pay the full amount of the deposit specified in the booking confirmation and in the House Rules (“the Security Deposit”) to the Proprietor who shall be entitled to hold the same as security for the performance by the Customer of his obligations under these conditions and the House Rules. The Security Deposit shall be paid in Euros or by cheque in UK Sterling or € drawn on EU bank branches or traveller’s cheques in US\$, UK£ or €. If the Security Deposit is in UK Sterling or in US\$, the amount of the deposit shall be calculated as not less than the relevant amount in Euros adopting any conversion rate published in any newspaper selected by the Company on the date of payment. For some properties the Proprietor will also require the Customer to sign an inventory listing some or all of the contents and fittings contained in the property.

14 During the booked period, the Customer undertakes:

- (a) That the number of people occupying the property will not exceed the maximum stated for the property in the description of the relevant property;
- (b) That the property will be used solely for the purpose of a holiday by the Customer and his party;
- (c) To allow the Company and/or the Proprietor or their representatives access to the property at any reasonable time during the period booked;
- (d) To keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the booking and to ensure that at the end of the period booked the property is left in the same state of order and cleanliness in which it was found;

- (e) To report as soon as possible to the Proprietor any breakages or damage caused by the Customer during the period booked and to reimburse the Proprietor with the cost of replacement;
- (f) To notify all other members of the Customer's party of these conditions; and
- (g) To arrive between 4 p.m. and 7 p.m. on the day of commencement of the booking and to vacate the property by 10 a.m. on the final day of the booking unless otherwise agreed with the Proprietor.

If the Customer arrives after 9 p.m. the Proprietor will have the right to apply a check in fee of up to €100. For arrivals after 12 p.m. the Proprietor will have the right to postpone the check in to the following day and apply a check in fee of €100 and neither he nor the Company shall be obliged either to provide accommodation for the night in question or to reimburse any sum paid or reduce any amount due.

15 If condition 14 (a) above is infringed, an automatic surcharge of an amount equal to twice the Security Deposit will become immediately payable to the Proprietor and or the number of occupiers exceeding the maximum may at the Proprietor's discretion be asked to leave. If any such surcharge is made and is not immediately paid or any occupier does not leave when asked to do so, all occupiers may at the Proprietor's discretion be asked to leave, the booking may at the Proprietor's discretion be immediately cancelled and no refunds of any kind shall be paid.

16 If the Customer shall fail to perform any obligation of his contained herein, the Proprietor shall be entitled to deduct the full cost of any damage thereby caused from the Security Deposit.



17 All costs which are considered extra as stated in the House Rules, and any damage to furniture and fittings shall be reimbursed to the Proprietor in cash no later than the check out day. The Proprietor shall otherwise be entitled to withhold all or any part of the Security Deposit until all extra costs are reimbursed by direct Euro bank transfer to the bank account he will nominate.

18 At the end of the letting, the Customer and the Proprietor (or their representative(s)) shall be obliged to complete the check-out form. Signature of the form shall bring the letting to an end and shall be conclusive evidence of the circumstances of termination. Neither party, nor the Company, shall have any claim against any other unless the same is noted on such form. If the Customer has suffered damage or considers the services rendered unsatisfactory, he shall detail his complaints including the value thereof in the space provided in the check-out form. Requests for compensation from the Proprietor or the Company shall be communicated by registered post and by fax within 7 days of the end of the letting and the Customer shall otherwise be barred from raising any such request.

19 The Company accepts no liability to the Customer for any loss, damage or injury howsoever caused to the Customer or to the Customer's personal property, personal injury arising directly out of negligence or wilful default in the performance of their obligations hereunder only being excepted from this disclaimer.

20 Notices hereunder shall only be valid if given in writing and sent by recorded delivery or international equivalent. The Customer acknowledges that he has not relied on any representation or warranty concerning the property booked other than as set out in writing in these conditions, the booking request form, the booking confirmation form and the descriptive brochure containing details of such property and the House Rules. Such documents constitute the entirety of the contract between the parties. These booking conditions shall be governed by and construed in accordance with English law.