

# Villetta Mimma Vittoria

## Terms and Conditions

The following Booking Conditions together with the General Information contained on the website you viewed form the basis of your contract with Mr. Michele Castaldo, 308 West 30th Street, Apt #2A, New York, New York, United States, 10001. Please read them carefully as they set out our respective rights and obligations. This form supercedes any rental policy written on the website, as updates and corrections may be delayed by the webmaster.

[In these Booking Conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We” and “us” means Mr. Michele Castaldo. All bookings are made subject to these booking conditions.

### **1. Making your booking:**

Bookings can be made by completing and faxing/ mailing the booking form or by contacting us direct by telephone.

Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation rental agreement by email. This agreement will be sent to the party leader. Please check this agreement carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

### **2. Payment:**

In order to confirm your stay, a deposit of 50% of the full payment (or full payment if booking within 60 days of departure) must be paid at the time of booking. The rate advertised is per week and includes taxes, gas, firewood, candles, water and processing fee. This form supercedes any policies written on the website you original found the property, as updates maybe delayed by the webmaster. A fee for the final cleaning is required. Extra charges are for electrical consumption, telephone usage and linens. Grocery shopping for late arrivals, Cell telephone, express mail, Paypal fees and heating, if required are extra as well.

This deposit is not refundable in the event of your cancellation or failure to pay on time as set out below.

The balance of the cost of your stay must be received by us not less than 60 days prior to departure (or at the time of booking if this date has passed). This date will be shown on the rental agreement. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

### **2a Security Deposit:**

You must pay and owner must receive a security deposit of 500 Euro (or USD Equivalent) by check, Money Order, Wire Transfer or Paypal - 3 weeks prior to the start of your stay directly to the Owner. The cost of any damage to the property or to any items in and/or at the property caused or any service charges incurred by you or any member of your party (for example overage Telephone charges) will be deducted by us from the security deposit at the end of your stay. If no deductions are required your security deposit will be refunded in full to you within 21 days of your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately on request from us.

### **3. Your contract:**

A binding contract between us comes into existence when the deposit payment is paid (see clause 2 above). If you cancel after paying the deposit our normal cancellation charges will apply. This contract and all matters arising out of it are governed by United States & New York State law. We both agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of United States.

#### **4. The cost of your stay:**

The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error.

Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking.

#### **5. Changes by you:**

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

#### **6. Cancellation by you:**

Should you need to cancel your stay after the contract has begun (see clause 3 above), the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs or miss opportunities to rebook the villa from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the booking excluding processing fees. Processing & amendment fees are not refundable in the event of cancellation. If a Renter(s) cancels up to 90 days before the beginning of the letting period, the cancellation charge will be deposit + 20% of the total amount. If a Renter(s) cancels between 89 - 60 days, the cancellation charge will be deposit + 30% of the total amount. If a Renter(s) cancels between 59 - 33 days, the cancellation charge will be deposit + 75% of the total amount. If a Renter(s) cancels between 32 - 0 days, the cancellation charge will be 100%.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.

#### **7. Insurance:**

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. Travel insurance can be purchased separately. <http://www.travelproservices.com/refer2.asp?referid=RVMV>

#### **8. Changes and cancellation by us:**

Occasionally, we have to make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. We will endeavor to offer you an alternative should a significant change or cancellation occur.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your stay after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

#### **9. Force Majeure:**

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 or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means

any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **10. Our Liability to you:**

10.1. We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements is not caused by any fault of ours. When we talk about "fault" above, this means failure by ourselves to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or
- (c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care (see clause 9)

In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.

10.2. The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of your country which would have applied had that accommodation been provided in the your country.

10.3. \*We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your stay.

\*Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is \$50 USD per person affected as you are assumed to have taken out adequate insurance at the time of booking.

#### **11. Complaints and problems:**

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

**12. Behavior:**

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

**13 Special requests and medical problems:**

If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. \*Although we will endeavor to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability that may affect your stay, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

**14. Passports, visas and health requirements:**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You will need to provide photocopies (via fax or mail) of passports for all travelers, with your balance payment.

**15. Prices and Website Accuracy:**

Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. Please note, that the information and prices shown on the website may be outdated and we reserve the right to change by the time you book your stay. The base rate & extras quoted to you at the time of your inquiry will be the final prices agreed to. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

**16. Arrival & Departure:**

You are required to call the keyholder 1 hour prior to arrival. Arrival is between 4:00 p.m. and 8:00 p.m. on the date of the start of the rental, unless other arrangements have been made an additional cost will be incurred if arrival is after these set hours as it is outside the key-holders contractual obligation. It is the responsibility of the client to advise the owner or his representative of a late arrival. (If a client is able to provide this notification prior to his/her departure from the United States/Canada, this notification may be done through Villetta Mimma Vittoria's US agent.) Departure is by 9:00 a.m. on the date of the end of the rental (Sorry, No Exceptions).

# VILLETTA MIMMA VITTORIA BOOKING FORM

Thank you for your interest in booking Villetta Mimma Vittoria. Once you fax this form we will hold the dates you inquired about, for 48 Hours.

Before signing the form, please make sure that you have read all the Booking Terms & Conditions and that you have filled in the form completely. Once we receive this form via fax to Villetta Mimma Vittoria (michele CASTALDO agent owner) 212-239-4932 in the USA we will send you a rental agreement and deposit instructions to officially reserve the property.

Name (Last, First) \_\_\_\_\_ Occupation \_\_\_\_\_  
Nationality \_\_\_\_\_ Address \_\_\_\_\_  
City & State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
Telephone No. \_\_\_\_\_ (o) Telephone No. \_\_\_\_\_ (h)  
e-mail \_\_\_\_\_ Cell No. \_\_\_\_\_  
Fax # \_\_\_\_\_ Cell No. In Italy \_\_\_\_\_  
SS# \_\_\_\_\_ Div License \_\_\_\_\_ Passport # \_\_\_\_\_

I wish to book VILLETTA MIMMA VITTORIA for the following date(s)

Dates from Saturday to Saturday \_\_\_\_\_ to \_\_\_\_\_ Year \_\_\_\_\_

Weekly Rate advertised \_\_\_\_\_. I will require \_\_\_\_\_ cell phone(s) at an additional charge.

I found Villetta Mimma Vittoria listed on www.\_\_\_\_\_.com

My party consists of \_\_\_\_\_ persons. Their names, passport #, relationship to me and ages are:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

I will require the use of the sleeper sofa \_\_\_\_\_ for 1 or 2 additional party members. I understand that there is an additional charge for this. There names, passport #, relationship to me and ages are:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_

I am prepared to send a 50% deposit payment via Paypal, Bank transfer, check or money order.

I will provide photocopies of passports for all travelers, with my balance payment.

I declare that I have read and accept the Booking Conditions herewith.

Full Signature \_\_\_\_\_

Date \_\_\_\_\_