



# BOOKING CONTRACT

These conditions set out the basis in which Lubea Agenzia Turistica accepts bookings. Please read these conditions carefully.

## 1. BOOKINGS

You may book accommodation only but bookings for special events such as the Palio or dinners associated with the Palio can be organized by our Agency.

Bookings never include any transport or transfers to and from the Property (which you must arrange yourself).

You may book by telephone or by email. On receipt of our booking form signed by you and all appropriate payments (clause nr. 4), we will confirm your holiday by mail or email. (Booking is understood as being accepted when Lubea sends confirmation of the items you have booked)

After full payment is made a confirmation Voucher is sent. We kindly ask our clients to pay great attention when reading all the details shown on our confirmation Voucher to ensure they are correct as this forms the basis of the contract.

Assuming we are able to confirm your booking, confirmation is normally sent 24 hrs after receiving your booking. If you do not receive confirmation within 72 hrs, you should contact us to make sure that your booking has been made.

Lubea reserves the right to refuse a booking without any given reason.

## 2. WEBSITE INFORMATION

We have taken the greatest care to ensure the accuracy of all information contained in this website relating to any services advertised.

Lubea has visited and checked each property paying great attention to every small detail and descriptions appearing on our web pages have been prepared in good faith. However there may be periods when particular services or facilities are limited or even unavailable, particularly during the low season. This may occur due to local change in circumstance, unsuitable weather conditions, lack of demand, necessity for maintenance or redecoration, local licensing regulations or government fuel saving legislation. We cannot accept responsibility for any such problems which are outside the tour operator's control.

Lubea declines all responsibility for any modifications made by the owners without the knowledge of our agency.

### **3. PROPERTY DESCRIPTIONS**

- a. Where we mention that apartments or villas have satellite TV, we can make no guarantees to the channels which may be available.
- b. Where we mention that apartments or villas have air-conditioning, or central heating this may only cover part of the villa or apartment and charges are paid on the premises.
- c. Most swimming pools are not heated and are generally open from the 1<sup>st</sup> of June to the 30<sup>th</sup> of September.
- d. If your rental period is outside the above dates, please check with us that the pool can be opened. This depends upon weather conditions and the owner's discretion. Lubea cannot guarantee the pool being open outside those dates.
- e. Villas and apartments are cleaned prior to your arrival but not during your stay (unless otherwise stated). They may not be ready for immediate occupation and are generally available from 5pm.
- f. Valuables left at the property are left at your own risk. Neither Lubea nor the owners are responsible for their loss.
- g. Most of our properties are in the countryside and therefore there might be some "countryside" noises such as those of animals (dogs, birds, cocks etc) or farming activities (tractors are common during grape picking or olive harvest time).
- h. Most of our villas are ideal for weddings and it's possible to organize parties or weddings providing the following services: catering, waiters, music, flowers priest etc. No supplement is required if the total number of guests is not more than the number which the house sleeps. In the event that the number of participants is more a supplement for cleaning and an extra security deposit is required. If there is intention to have a party or a wedding in any of our properties where the number of guests is superior to those booked, this must be communicated at the moment of booking.
- i. We reserve the right to cancel the booking if any of the above requests are not adhered to.

### **4. PAYMENTS**

In order to confirm your chosen holiday, a deposit of 25% of the total price (or full payment if booking within 30 days of departure) must be paid at the time of booking.

The balance of the holiday cost must be received by us no less than 30 days before arrival. If we do not receive all payments due in full and on time, we reserve the right to consider the holiday as cancelled by you. In this case the cancellation charges set out in clause nr. (CANCELLATION BY YOU) will apply and you will be liable to pay (see Cancellation By You)

We accept payment by transfer, credit card (Visa, American Express and MasterCard).

### **5. LATE BOOKINGS**

Bookings made within 30 days of arrival are deemed as late bookings. Full payment is due immediately and once this has been received by us, all booking conditions will apply. Should you

cancel after this point, for whatever reason, cancellation charges apply as shown in clause (CANCELLATION BY YOU)

## **6. TRANSFERS OF BOOKINGS**

You may change your booking up to 30 days before departure if you are unavoidably prevented from travelling, by transferring your holiday to another person. The transferee must meet any conditions that apply to your booking. This transfer is subject to a payment of an administration fee of 20 Euro.

## **7. VOUCHER**

As soon as the full payment has been received, Lubea will send the client the Confirmation Voucher with the address, telephone number and direction to get to the property.

Property owners may not accept the client if the number of people exceeds the number on the booking form, is more than the maximum sleeping places detailed in the web site or if they have brought animals without prior agreement.

On the Voucher there are details about extra costs to be paid on the premises such as central heating, final cleaning or baby cot etc.

## **8. ARRIVAL AND DEPARTURE**

Arrival and departure time are written on the Voucher.

In case of delay, you must advise the owners at one of the telephone numbers indicated on the Voucher. If you do not contact the owner about your late arrival access to the property cannot be guaranteed.

## **9. SECURITY DEPOSIT**

As written on the Voucher on arrival the client has to give cash to the key holder as a security deposit. This amount of money will be given back on departure after any eventual expenses or damages have been assessed.

Both the owner and the client exonerate Lubea from any dispute that should occur between them with regard to the return of the security deposit.

## **10. CANCELLATION BY YOU**

If you cancel your booking for any reason you have to give written notice by e-mail or mail and the following penalties will be charged:

- 25% of the total holiday cost if the cancellation is 60 days before arrival
- 50% of the total holiday cost if the cancellation occurs between the 59<sup>th</sup> and the 25<sup>th</sup> day before arrival
- 70% of the total holiday cost if the cancellation occurs between the 24<sup>th</sup> and the 15<sup>th</sup> day before arrival.

- 90% of the total holiday cost if the cancellation occurs between the 14<sup>th</sup> and the 9<sup>th</sup> day before arrival.
- 100% of the total holiday cost if the cancellation occurs 8 days before arrival.

The cancellation date is the date we receive notice in writing of cancellation in our office. Verbal cancellations will not be accepted.

## **11. CHANGES AND CANCELLATION BY US**

The client has the right to cancel the booking in the event of any of the following modifications to the contract by Lubea ,with a full refund being paid.

- increase of the total price of the confirmed accommodation superior to 10% of the price at the confirmation date;
- sliding of the arrival and/or departure date superior to 48 hours;
- modification of the category of the confirmed accommodation to inferior accommodation.

In all cases, customers must inform Lubea within 48 hours of receiving information about the modification, if they are agreeable to the changes or would like to have full refund. In absence of communication by the customer, the modification will be understood as accepted. In the event the confirmed property is not available because it has ceased to operate we will always endeavour to offer you alternative arrangements and if the cost is less than your original booking you will receive a refund of the difference from us. If however our offer costs more and you accept that offer, then we will ask for the difference. We may occasionally have to cancel your holiday as a result of "force majeure" that is any occurrence outside our control which could not have been avoided with all due care. Such events may include war or threat of war, riots, civil strife, terrorist activity, natural or nuclear disaster, government action, adverse weather conditions and all similar events beyond our control. In this situation, we regret we cannot make any refunds, meet any costs or expenses which you may incur as a result, or pay any compensation.

## **12. YOUR RESPONSABILITIES**

You are responsible for ensuring that any holiday home provided is left in the same reasonable condition of cleanliness and repair as upon arrival. Any loss or damage caused by your failure to respect the property, fixtures or fittings will be deductible by the owner from your security deposit. Full payment for any such damages or loss must be paid at the time to the accommodation owner, manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. 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 property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the

person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

We strongly recommend you take out your own Personal Insurance policy, which provides personal liability protection.

### **13. OUR RESPONSABILITY**

As a Tour Operator the responsibility of Lubea towards the travellers, and their belongings, is regulated by the laws and by the international conventions concerning the Tour Operators responsibility ( law n. 1084 of 27/ 12/ 1977, ratification of the international convention of Bruxelles of 23/ 04/ 1970 ) valid at the moment of the verified fact that has originated this responsibility. The responsibility of Lubea cannot, in any case, exceed the scheduled limits from the applicable laws and conventions and more particularly the limits for individual damage as specified in the following:

- a. Damages to the person of the traveller ( death, injuries or illness ), unless it is proved that it is due to the negligence of our employees, or by our appointees, i.e. from the third parties lenders of service(s) during the vacation. The responsibility of Lubea for said damages cannot, in no case, exceed the measure defined by the Convention of Bruxelles of the 1970 (ratified with law n. 1084 - 27.12.1977).
- b. Damages, loss, theft, relative to the belongings owned by the traveller (i.e. baggage), dependent from the breach or from the bad execution of the service(s) object of the confirmed Tour, by Lubea or by his appointees (third parties) lenders of services. The responsibility of Lubea cannot exceed the limits of the International Conventions regarding the service within which the harmful event has been verified and, however, the measure of 30% of the value of the Tour for each traveller.

Lubea won't be, in any case, responsible for the damages, of any kind, when the breach or the bad execution of the contract is not imputable neither to his guilt, neither to the guilt of other supplier of service(s), due to the ascertain lacks in the execution of the contract, that:

- a. are imputable to the Traveller;
- b. are imputable to a third party extraneous to the supply of the service(s) and present an unpredictable or insurmountable character;
- c. are due to causes of "force majeure" or to an event that Lubea or the supplier of the service(s) in question, could not, even with all due care, foresee or avoid.

Lubea won't be in no case responsible of the damages:

- a. consequent to the omission, by the Traveller, of recommendations or instructions of Lubea or the supplier of the service(s)
- b. due to services furnished by third parties and not mentioned at the moment of the confirmation of the booking;

c. due to autonomous initiatives of the traveller.

If, in the opinion of any person in authority such as police, accommodation owner or manager or Lubea employees, you appear to be unfit to occupy your accommodation or because of anti-social behaviour are likely to cause a disturbance to other guests or damage to property, we may terminate your holiday arrangements with us. We will not be liable to make alternative arrangements for other accommodation nor will we cover any costs which you may incur or make any refunds.

#### **14. COMPLAINTS**

In the event that you are dissatisfied with any aspect of your chosen accommodation you must immediately report the cause to the key holder or Owner of the Villa or supplier and Lubea who will endeavour to put things right.

For obvious reasons we cannot accept complaints about the cleanliness of the structures if we have not been notified within 48 hours of arrival.

In the unlikely event that you are still not satisfied upon your return from your holiday, you must write to us giving full details within 10 days.

If you fail to notify us or the Supplier of any dissatisfaction during your holiday we cannot accept liability for that complaint in retrospect.

If you leave your accommodation prematurely without explaining the reasons to Lubea, you forfeit your rights for a refund, your complaints will not be taken into consideration at a later date.

#### **15. VALID DOCUMENTS FOR THE EXPATRIATION**

It will be care of the customer to provide for the regulation of all the valid documents for the expatriation. Lubea declines each penal and moral responsibility for lack of valid documents for the expatriation and inaccuracies of the same.

#### **16. JURISDICTION**

This contract is governed by the law of Italy and exclusive jurisdiction is conferred on the Italian Courts. In case of controversy will be the competence of the law court of Siena. Your booking with Lubea implies that all clauses of this contract have been understood and have thereby been accepted without reserve and without exception.

#### **17. INSURANCE**

Lubea has Insurance Coverage with UNIPOL ASSICURAZIONI nr. 65/36586599, according to Legge nr. 217 dated 17/05/1983, art. 8 L.R. 42/2000 and legislative decree 111 dated 17/03/1995.

#### **18. ADMINISTRATIVE AUTHORIZATION**

Authorization of the Province of Siena nr. 91 dated April 9, 1999

## **19. DATA PROTECTION POLICY**

In order to process your booking we need to use the information you provide such as name, address, and special needs requirements.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of the accommodation ( except credit card details ), and if required by them or by law, to security or credit checking companies and public authorities such as customs/immigration. We will not pass any information on to any person not responsible for part of your travel arrangements.

## **20. PERIOD OF VALIDITY**

The present contract is valid through years 2010