



BOOKING CONDITIONS

N.B. Travel Sicilia, here below described as "TS"; the Owner(s), here below described as the "Owner"; the people who rent the properties, here below described as "the Client".

1 – GENERAL INFORMATION

Travel Sicilia ("TS") acts as agent for the owners of the accommodation here below pointed out as "the Owner(s)".

TS has not any liability in relation to any contract the Client(s) enter into for the accommodation or for any services or arrangements the Client purchases ("arrangements") or for the acts or omissions of any Owner or supplier(s) or other person(s) or party (ies) connected with any arrangements.

For all arrangements, the Client's contract will be with the Owner.

TS is not a property management company. TS/the Owner reserve the right to refuse a booking without giving any reason.

2 - BOOKING TERMS

The Client has to contact TS before making a booking to get confirmation of availability.

Subject to availability, and on the Client's request, a provisional reservation will then be made.

The following must then be sent to us within 2 days:

A - The completed and signed Booking Contract: The person who signs the booking contract certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Contract, including those substituted/added at a later date.

The signatory must be a member of the party occupying the property and must be 18 years or over.

Bookings cannot be accepted from parties of young people less than 18 years of age.

B - The payments referred to in clause 3.A below. (NB: Payment MUST be made by bank transfer within 24 hours of the provisional reservation being made. Failure to meet this requirement may result in a cancellation of the provisional booking)

3 - PAYMENT

3.A – The Client has to pay a non-refundable deposit of a **variable percentage** (depending on the Property's requirements, to be communicated in the Booking Contract) of the rental cost within 24 hours of making the provisional reservation.

3.B - The balance must be paid not less than **9 weeks (63 days)** prior to the Client's arrival at the Property. This must be accompanied by a breakage deposit. Each property has a specific amount written on the price list. (See clause **6**)

3.C - The Owner and Travel Sicilia are entitled to treat the Client's booking as cancelled if the Client fails to pay the balance on time. (See Cancellation, clause **8**)

3.D Some properties have different arrangements for payment of the deposit and balance. If applicable, this will be explained at the time of booking.

3.E Bookings taken within 9 weeks of the Client's arrival at the property must be paid in full, including the security deposit.

4 - CONTRACT

4.A Once TS has received the Client's booking contract and all appropriate payments, TS will confirm the Client's booking by issuing a confirmation notice on behalf of the Owner. This notice will be sent to the party leader [or the Client's travel agent]. Please check this notice carefully as soon as it is received. Contact TS 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.



4.B A binding contract between the Client and the Owner will come into existence on receipt of the Client's Booking Contract.

5 – ACCOMMODATION RENTAL

5.A The prices given are in euros and the rental price is weekly, per property, unless otherwise stated.

5.B Properties are let fully furnished and equipped. The price for all properties includes linen, full cleaning services, and often electricity and heating. Additional services and any exceptions are clearly stated in the individual property description.

5.C TS reserves the right to make changes to and correct errors in advertised prices at any time before the Client's holiday is confirmed. TS will advise the Client of any error of which TS is aware of at the time of booking.

6 - BREAKAGE DEPOSIT

6.A A breakage deposit is required to cover the cost of any damages or breakages to, or at the property, any additional cleaning, the cost of telephone and/or other services/utilities that are not included in the rental price. This amount will be cashed 9 weeks prior to the Client's arrival at the property. It is payable with the Client's holiday balance.

6.B It may take up to 8 weeks after the Client's departure from the property to return the deposit. Delays can be caused whilst waiting for utility bills or proof of damage.

6.C No calls will be made to the Owner to speed up the receipt of utility bills until 4 weeks after the return date.

6.D The cost of utilities and/or other services used by the Client or any damage caused by the Client will be deducted from the security deposit and the remaining balance will be returned to him/her. If the security deposit paid by the Client is not sufficient to cover the cost of such utilities and/or services or damage, the Owner is entitled to recover any additional costs from him/her. Please note however that some owners may ask for additional charges to be paid locally, at the point of departure.

6.5 Some damages may not be immediately obvious to the Owner upon the Client's departure. The Owner reserves the right to charge the Client for any damage noted in the property after his/her departure.

6.6. Unless otherwise specified, breakage deposits will always be refunded to the Client's bank account.

6.7. The Owner reserves the right to hold the breakage deposit for longer than 8 weeks if there is a dispute over damage, or the Owner is awaiting bills/proof of damage.

7 - CHANGES/CANCELLATION BY THE OWNER

In the unlikely event of a significant change or cancellation of the Client's booking by the Owner, TS will inform the Client as soon as possible. If requested and if available TS will try to arrange alternative accommodation of a similar type, price, standard and location. A refund of all monies paid by the Client is alternatively available.

8 - CANCELLATION BY THE CLIENT

8.A Any cancellation by the Client (for whatever reason) must be in writing, including email or fax. The effective date of cancellation is the date TS receive written notification.

8.B If the Client cancels 9 weeks or more prior to his/her arrival at the property the Client will lose his/her advance payment.

8.C If the Client cancels 5 weeks prior his/her arrival at the property the Client will lose 50% of the balance paid.

8.D If the Client cancels 3 weeks prior his/her arrival at the property the Client will lose the balance paid.

9. THE CLIENT'S RESPONSIBILITIES

9.A The Client must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. The Client will be responsible for the payment for any breakages, loss or damage to the property caused by him/her. (TS recommend that the Client takes out adequate insurance cover to cover this). The Owner reserves the right to make deductions from the breakage deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against the Client for damage or loss, the cost of which exceeds the breakage deposit.

9.B The parking of caravans/pitching of tents at the property is strictly forbidden.



10 - NUMBER OF PEOPLE USING THE PROPERTY

Only the number of persons stated in the brochure and the web site may use the property unless otherwise agreed with TS and the Owner (at a pro rata extra price). The maximum numbers of people, including infants allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the numbers are exceeded.

11 - ACCESS

The Owner or their representative shall be allowed access to inspect the property prior to the Client's departure. They also have a right to access the property during the Client's stay to carry out urgent maintenance. Gardeners and pool maintenance staff enter the grounds during the Client's stay.

12 - BEHAVIOUR

The person signing the contract is responsible for the correct and decent behaviour of the party. Should the Client or a member of the party not behave in such a manner, the Owner may use their absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. Neither TS nor the Owner will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we nor the Owner will pay any expenses or costs incurred as a result of the termination.

13 - ADDITIONAL SERVICES AT THE PROPERTY

13.A Some services such as maids, cleaners and chefs are included in the price. If they are not included and you would like us to book these services, please give TS as much notice as possible. Please note however that TS does not take any commission, nor does TS act as agent in respect of these services. Any contract the Client enters into for these services is with the supplier of the services concerned. TS cannot accept responsibility for these services. (See clause 1 above.)

14 - LINEN

14.A Linen is included in the majority of properties. (Normally 3 towels per person). Linen is automatically changed once a week. If you require more frequent changes you should request this at the time of booking. (There may be an additional cost)

14.B Beach and pool towels are sometimes provided to the Client, but TS suggests to take these towels with from home.

14.C TS recommends that the Client takes his/her own cot linen for the baby's comfort. If the Client does not wish to take his/her own, please check that cot linen is provided.

15 - SWIMMING POOLS AND GYMS

15.A Swimming pools are not normally open all year round. If the chosen rental period is outside July & August, please check with TS that the pool is open, filled and ready for use. TS cannot be responsible for low water temperatures at any period.

15.B Please note that swimming pools carry their own inherent risks. Upon arrival at the property the Client and all members of the party must take time to familiarise themselves with the location, layout, and depths of any swimming pool(s) at the property. Please take note of any pool warning signs, depth markings and other instructions for use, which may be displayed. Young children must not be allowed to wander unaccompanied in the grounds of any property where there is a swimming pool.

16 - SOCIAL EVENTS AND OTHER FUNCTIONS

TS act as an agent for the Owner for the private rental of the property. If the Client intends to organise a function (e.g. party, wedding, cocktail party) at the property, the Client must seek prior permission from TS and the Owner. Additional charges and/or an increased breakage deposit may be sought at the Owner's discretion.

17 - SECURITY AND VALUABLES

Any valuables left at the property are left at the Client's own risk. Neither TS nor the Owner are responsible for any loss. When provided, burglar alarms must be activated, safes used and proper care be taken against theft and burglary. It is essential and the Client's responsibility to ensure all doors, shutters, windows are



closed and locked when leaving the property, or when by the poolside/in the grounds. No refund can be given should the Client decides to vacate the property as a consequence of a burglary; unless it can be proven that the Owner has failed to inform the Client of anti-burglary systems in the property.

18 - ARRIVAL AND DEPARTURE

18.A Arrival is normally between 17:00 and 19:00 local time. If the Client's arrival is delayed he/she must inform the contact person, and/or the local representative noted on the directions sheet that the Client will receive upon payment of the balance. If the Client arrives after 19.00 (without making arrangement to arrive late) he/she may not be able to gain access to the property until the following day.

18.B Any different arrival time must be agreed upon with the Owner.

18.2 The Client must vacate the property by 09.30 am on the day of departure. If these times cause the Client difficulty, please advise TS at the time of booking. TS will not be able to guarantee any changes can be made after the booking.

19 - TRANSPORT SUPPLIERS

The Client is responsible for arranging his/her transport to and from the property. TS can organise on request car hire. Payments and contracts for services like ferry crossing, train trips and local flights are to be paid directly by the Client. TS cannot accept any responsibility for any problems arising out of any transport services. Any contract the Client enters into for transport services is with the supplier of the services concerned.

20 - INFORMATION

20.A While TS makes every effort to ensure the descriptions supplied by Owners are accurately reproduced in our brochure and on our website, TS cannot accept responsibility for any descriptions which contain inaccurate, incomplete or misleading information or errors and which have been supplied by the Owner nor can TS accept responsibility for any descriptions which contain inaccurate incomplete or misleading information or errors and which have been supplied by TS (as opposed to the Owner). You must accept that minor differences between the photograph/illustration/text used and the actual property may arise. Where TS states that to have personally inspected the property(ies), this is to ensure that they are of the general standard of property TS wish to include in the brochure/on the website and should not be relied upon by the Client as an indication that the property is suitable in all respects for his/her needs or those of his/her party's.

20.B Owners reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement Owners reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice. See also clause 7.

20.C If TS becomes aware of material changes after your booking has been confirmed TS will advise the Client before departure.

20.D Distances given are approximate. Times are approximate, based on driving, not walking.

21 - PETS

Pets are not allowed unless stated in the brochure and with the explicit permission of the Owner. The Owner reserves the right to charge a supplement, and/or increase the breakage deposit. The number of pets must be agreed prior to acceptance of booking. If the Client does not inform TS of any pets, the owner reserves the absolute right to request either the pet is placed in kennels in Sicily for the duration of the Client's stay, or the Client's removal from the property without refund or compensation.

22 - COMPLAINTS

22.A In the event that the Client are disappointed with the property, he/her must first contact TS's local representatives who will liaise with the Owner to try to solve the problem.

22.B Complaints received at the end of the holiday will not be accepted. (If the Client vacates the property before the departure date without notifying TS's local representative he/she will forfeit his/her right to a refund)

22.3 If the problem was not resolved to the Client's reasonable satisfaction during his/her holiday, the Client should put his/her comments in writing within 7 days of his/her return. TS will forward the Client's written complaint to the Owner and will within reason liaise with the Owner to assist in reaching a satisfactory



settlement for all justifiable complaints regarding the property the Client may have. However, it is the Client's responsibility to take the complaint up with the Owner directly if no satisfactory settlement can be reached.

23 - OUR LIABILITY AND THAT OF THE OWNER

23.A As TS acts only as agent for the Owner TS cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, TS cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owners.

23.B Neither TS nor the Owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the Owner's control. In the event that a source of reasonably obvious noise has been in existence prior to the Client's arrival and TS is informed of this, TS will contact the Client to inform of the disturbance. See clause 7.

23.C TS cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

23.D TS shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including, though not limited to act of God, explosion, tempest, fire or accident, war or threat of war, civil disturbances, acts, restrictions, regulations, bye-laws, or measure of any kind on the part of the government or local authorities, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any case we shall be entitled to treat the contract as discharged.

23.E TS cannot accept responsibility for events out of control e.g. bad weather, delay caused by carrier company, breakdown of domestic equipment.

24 - LAW

This contract and all matters arising out of it are governed by Italian law. TS and the Client agree that any dispute, claim or other matter which arises out of or in connection with the Client's booking, as opposed to the Client's contract with the Owner for the Client's actual stay at the property will be dealt with by the Courts of Palermo only.

25 - DATA PROTECTION

In accordance with the Privacy Act (DGS n.196/2003) TS will ensure that:

25.A The collation of personal information is fair and lawful.

25.B TS takes responsibility for all personal information held and used and that appropriate security measures are in place to protect this information.

25.C Some sensitive information may need to be passed on to third parties. This will only apply to instances where the Client have requested additional services e.g. chefs require dietary information. TS also requests full details of all party members prior to departure as a safety measure whilst the all group is on vacation.

25.D Please let us know if you would like your personal details to be removed from our database, after your holiday. We may use this data to update you on our product.

25.E. We may send details of relevant travel products to you from time to time. If you do not wish to receive these, please let us know on the booking contract.