

General Terms and Conditions Lodger's Agreement Villa Cardeto

1. Booking and Confirmation

Guests offer to enter into a lease agreement in writing (letter, fax, e-mail message) or orally (by phone) according to the rates published on the website www.villa-cardeto.ch. A request for information does not constitute a binding booking confirmation. A lodger's agreement becomes legally valid, when the host (Villa Cardeto; Gabriela Magyar) confirms the offer or if special contractual terms are agreed upon in writing or orally by both the guest and the host. The agreement is only binding to the host once the agreed upon deposit on the lease price is paid.

Guests will receive booking confirmations, all necessary information for their arrival (directions, detailed address, phone number, useful information on the location) by mail or e-mail. Amendments (e.g. to correct calculation errors or misprints) remain reserved.

2. Payment

When concluding the agreement, guest are requested to pay a deposit of 25% of the overall price. Payment of the remaining 75% can be made either by bank transfer to the account indicated on the booking confirmation prior to arrival or in cash/by credit card prior to departure. The agreement becomes legally binding only after the payment of the deposit.

3. Avoidance of Contract

If guests have to cancel their booking, they are obliged to notify the host as early as possible. In order to avoid misunderstanding and in the interest of our guest, we request cancellations in writing. The date of receipt of the cancellation is applicable for the determination of cancellation fees.

If guests cancel their booking or do not arrive without prior cancellation of the agreement, the host has the right to charge the following cancellation fees (charges will depend on when the booking was cancelled):

- Cancellation 31 or more days prior to arrival date: 25 % of the overall lease price
- Cancellation 30 - 15 days prior to arrival date: 50% of the overall lease price
- Cancellation 14 - 06 days prior to arrival date: 75% of the overall lease price
- Cancellation 05 - 00 days prior to arrival date: 100% of the overall lease price

If the host manages to lease the room(s) or apartment(s) to a third party, the guests cancelling their booking still pay 25% of the overall lease price. We recommend travel cancellation insurance.

The host has the right to cancel bookings prior to the beginning of a guest's journey or to terminate the agreement after the beginning a guest's journey. Both options are possible

A) without adherence to any notice period, if a guest despite warnings disrupts the fulfilment of the agreement significantly, if his or her behaviour places others in danger, or if he or she violates the conditions of the agreement. No cost is incurred.

B) without adherence to any notice period, if the agreement cannot be fulfilled or is affected as a result of force majeure (e.g. natural disasters, terrorist acts, war, etc.). Deposits already paid will be refunded in full in such an event. Further demands are explicitly excluded.

4. Duty to take care

Guests have the right to use the room(s) and apartment(s) specified in the booking confirmation, including furniture and articles of daily use. They are obligated to treat room(s), apartment(s), furniture, equipment, and all shared space available at the Villa Cardeto with utmost care. Guests are obligated to notify the host of any damage they or a member of their party may have caused and to replace such items or refund such damage.

5. Liability

Liability for occasional failure or disruption of electricity and water supply is excluded. The host is also not liable for an uninterrupted serviceability of infrastructure, including the heating system, swimming pool, etc. Furthermore, the host assumes no liability for accidents occurring during sports or other activities on the premises of the Villa Cardeto, or for any damage caused by war, riots, orders issued by the government, natural disasters, devastation of the premises cause by force majeure or by third parties, or for damages caused by food or beverages.

Guests must observe all rules and regulations of the B&B, including the house rules laid out in the set of information provided to them («Welcome to the Villa Cardeto») and the Swimming Pool rules and regulations.

6. No smoking!

Smoking is not allowed in any rooms of the Villa Cardeto, including the dining room, and in the pool area.

7. Pets

Pets are not allowed. Special permissions on medical grounds (e.g. service dogs) are subject to prior approval.

8. Time of Arrival, time of departure

Unless otherwise agreed, rooms and apartments are available as of 4pm on the arrival day and must be vacated by 10am on the day of departure.

9. Cleaning service

The room price includes the charge for the final cleaning service. The service must be provided by the host. Charges for extra cleaning services will be the guests' account. If guests stay longer than one week, their room(s) and/or apartment(s) will be cleaned, and bedclothes and towels will be changed at no extra charge

Place of jurisdiction: Arezzo (ITA)

27.03.2019