

*This form should be acknowledged as correct by email or returned to us, signed, by post or fax.*

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# Hello Italy Ltd

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## BOOKING FORM

Booking Number :

Property Name	Ref.No.	Arrival Date	Departure Date
<b>Names of all in the party</b> (and age if under 18)			
<b>Address for correspondence</b>			
Tel (daytime)			
Tel (evening)			
<b>Mobile</b> <i>Will you have this on holiday? Yes / No</i>			
<b>Email</b>			
<b>PAY BY Bank Transfer (UK)</b> Hello Italy Ltd LloydsTsb, High St., Godalming Sort code: 30 93 49 Ac.No. 01645945		<b>PAY BY CARD</b> 3% charge is made for Credit cards and non-UK Maestro cards. 1% charge on UK Debit cards <b>Please charge</b> (plus.1% or 3% CC.charge where relevant) to my <b>Visa/ MasterCard/ Maestro</b> This is a <b>Credit / Debit card</b> (please delete as relevant) <b>Card number</b>  <b>Expiry date</b> <b>3 digit Security Number</b> (on reverse of card) <b>Issue number or start date</b> (if Switch/Maestro)  <b>Name on card</b> Card address <b>(if different from above)</b>	
<b>PAY THROUGH PAYPAL</b> We can send a Paypal invoice and you can then pay by card, or through a Paypal account, if you have one.		<b>On behalf of my party, I accept the conditions of booking described in the Booking Conditions and I agree to forward the balance of rent 70 days before departure</b>	
<b>PAY BY CHEQUE</b> (3% charge is made) Cheque should be made payable to Hello Italy Ltd		Please note that for most Lunigiana properties, a breakage deposit must be provided on booking. This can be held on a credit card. Otherwise a cheque for 15% of the full amount, or the amount stated in the property details can be held.	
<b>Full cost</b>  <b>Deposit</b> (50% till 70 days before departure)		Signed: _____ Date: _____	
How did you hear about us?			
<b>Travel Insurance is recommended.</b>			

## BOOKING CONDITIONS

**HOW TO RENT** A booking for a property is deemed to have been made when we acknowledge your signed Booking Form or emailed confirmation of its correctness and the deposit for "Property only rent" together with confirmatory invoice. The balance is payable no later than 70 days before departure. Access arrangements will be forwarded to you upon receipt of the balance.

**STANDARD TERMS AND CONDITIONS** Please note that Hello Italy Limited is acting only as the agent for the respective property owners or their respective agents or employees. All bookings are made by Hello Italy Limited on the clients' behalf directly with the owner. The contract is between the client and the owner of the property who is at all times responsible for the upkeep, safety and insurance of the property.

The advertisements on our website are not to be treated as an offer to contract, and until the owner is in agreement and a confirmation invoice is issued no firm booking will have been made. Please note that any reservations or bookings are subject to our "STANDARD TERMS AND CONDITIONS", PLEASE READ THESE CAREFULLY. You should also note that these standard terms and conditions themselves incorporate the terms and conditions imposed by those persons and organisations which provide the properties and other facilities mentioned in this brochure.

**HOLIDAY INSURANCE** We recommend that you obtain travel insurance. Facilities for this, if required, are provided through a third party on our website. Remember, if you do not have insurance you may be liable for cancellation charges etc.

**POINTS TO NOTE: LOCAL CONDITIONS** For those who may be selecting a property holiday for the first time and to those who have been on an independent holiday before, may we bring the following points to your attention. Wherever possible we have tried to use the correct English equivalent in describing a house through words like "villas, cottages and studios" may have slightly different meanings in Italian. A villa will usually be self-contained but occasionally may be attached or have the owner living in an adjacent flat.

The standard of decoration and furniture found in the properties featured in this brochure varies both in taste and quality. National and regional standards of comfort differ considerably and may not always offer the same comforts as in Britain. Some properties are luxuriously furnished, but others may lack carpets or armchairs which are not necessarily looked upon as necessities in the locality. Similarly, kettles and teapots are often looked upon as an English peculiarity!

Although every effort is made to maintain properties in good order, we must point out that most are heavily booked throughout the season and wear and tear is unavoidable. For this reason owners may change furnishings which have been damaged. Problems can also be encountered as to provision of services especially during the high season. Local authorities may be forced to cut or reduce water and electricity services and water supplies can be affected if there has been a lack of rain during the winter months. Drains can leave a lot to be desired and insects can be a nuisance. Occasionally hot water installations, swimming pools and toilets may need to be repaired and it may take time to engage workmen or obtain replacement parts. Our representative will always do whatever he/she can to rectify problems as soon as possible.

Please remember however, that in other countries, efficiency is not always as visitors believe it should be. The holidays we offer have given considerable pleasure to the vast majority of our clientele, so if something does go wrong we do ask our clients to make allowances and above all keep their sense of humour! In the event that the client has any complaint about any aspect of the holiday, that complaint should be reported within 24 hours to the agent's local representative or agent overseas in order that the agent may be given the opportunity to arrange for the owner or their representatives to rectify the matter during the holiday, or if not available, then to our UK Office within 48 hours. This enables us to put matters right during your holiday. We cannot accept complaints if you do not follow this course of action. No complaints can be accepted more than 28 days after completion of your holiday.

### STANDARD TERMS AND CONDITIONS

**1. INTERPRETATION** (1) In these terms and conditions where the context admits: (a) the agent means Hello Italy Ltd. (b) the "client" means the individual, company or body contracting for the provision of the holiday with the owner through the agent. (c) the website is the website produced by the agent describing holidays in Tuscany. (2) All words and phrases expressed in the singular include the plural and all works and phrases expressed in the masculine include the feminine and vice versa. (3) All headings and sub headings are for convenience only and do not affect the meaning or construction of any terms of this contract

### 2. THE SELECTED HOLIDAY

- Subject to (2) and (3) below and subject to the terms relating to modification and cancellation which appear hereafter the agent shall provide the holiday arrangements selected by the client from among those described on the website (hereafter referred to as the holiday) which includes the provision of a property or properties for the use or occupation of the client and/or other facilities mentioned on the webpage.
- The holiday provided will be in the form of a "property only let". This includes the property, normal use of gas electricity and water facilities as described in the brochure, a weekly change of bed linen and pre-payment by the Agent of local taxes except where otherwise stated in the brochure. No travel arrangements, insurance, travelling cots or bed linen for such cots, cost of running central heating, maid service or food shall be included unless otherwise stated.
- The minimum period of occupation of each of the properties described in the brochure is 7 nights in all cases running from Saturday to Saturday unless otherwise stated.

### 3. THE PRICE

- The price payable by the client shall be that relating to the holiday as published on our website from time to time.
- All prices quoted are based on costs and exchange rates at the date of booking. Prices quoted are based upon currency exchange rates published on the day of booking. You should confirm current rates before making any transactions that could be affected by changes in the exchange rates. Foreign currency rates provided by Citibank N.A. and displayed under license. Rates are for information purposes only and are subject to change without notice. Rates for actual transactions may vary, and Citibank is not offering to enter into any transaction at any rate displayed. Government actions such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of 50p together with an amount to cover agents commission. If this means paying more than 10% on the holiday price you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice.
- Where the period of occupation of a property included in the holiday falls under two seasonal price rates applying to such occupation as published on our website the seasonal rate applicable to each week of occupation of the property concerned shall be charged.

**4. PAYMENT** (1) The client shall pay a deposit of 50% of Property Only Rent at the same time as the issue of a confirmation invoice relating to the holiday unless: (a) The confirmation invoice is issued within 70 days of the date of departure for the holiday as specified in the confirmation invoice in which case the whole of the price shall be paid.

(2) In the case of payment of a deposit as set out above the balance of the price of the holiday as stated in the confirmation invoice issued by the Agent shall be paid 70 days before the date of departure of the client as specified in such confirmation invoice.

(3) In any case in which a deposit, the price or a proportion of the price as the case may be is not paid within the requisite time the agent shall have the right to cancel the holiday and to re-sell the holiday or any of the arrangements and facilities included in it and will retain the deposit paid by the client and will have the right to apply cancellation charges as contained in clause 12 below.

**5. TICKET AND DOCUMENTATION** (1) After full payment of the price and within 14 days of the departure date specified in the confirmation invoice the agent will supply the client with the documentation required for the holiday and such further information regarding the holiday as may be requisite.

(2) The client shall be in possession of a passport valid for at least six months beyond the departure date specified in the confirmation invoice. Insofar as visas are required for entry to any country to be visited in the course of the holiday the client must be in possession of such visas and they must be valid for the period required.

(3) Insofar as health documentation or inoculations or vaccinations are required for the purposes of the holiday the client shall ensure that all such requirements are complied with.

**6. ARRIVAL TIME** The client shall arrive at the key collection point between the times of 15:00 and 18:00 hours and shall vacate such property or properties by 10:00 hours on the relevant dates or as specified in the confirmation invoice.

**7. BREAKAGE DEPOSIT** A security deposit of 15% shall be paid by the client with the final balance. This deposit shall be returned to the client less any deductions for breakages or damage to the property or its contents whilst occupied or used by the client within 4 weeks of departure from the property.

**8. CARE OF PROPERTY** (1) The client shall be responsible for ensuring that any property provided as part of a holiday together with fixtures, furniture and effects are in the same state of cleanliness and repair at the date of departure from such property as at the date of arrival at the same. (2) Any loss caused to the owner of a property included in the holiday caused by the client's failure in the respect set out in (1) above shall be deductible from the security deposit provided for under clause 7 above. In the event of breakages or similar serious damage or occupation of a property by any other persons other than the client, the client shall forthwith cease to have the right to occupy the property and will be liable to eviction either by the owner of the property concerned or his agents or employees. It is in the client's interest therefore to settle any breakages or bills directly before departure so that the possibility of our having to retain any or all of the deposit can be avoided.

**9. SHARE OF OCCUPATION/ASSIGNMENT** The rental of the property is not assignable or transferable. The right of occupation of any property is for the sole use of the client. In particular, but without prejudice to the generality of the foregoing, only the client may use the property concerned and in any event the number of persons residing in the property must not exceed the number of sleeping places quoted in the information relating to the relevant property provided in the brochure or the website and all parties must be declared in writing before departure.

### 10. MODIFICATIONS TO THE HOLIDAY BY THE CLIENT

- The client may within 70 days of the date of departure specified in the confirmation invoice modify the holiday which is the subject of this contract. Such modification shall be treated by the agent as a complete cancellation and re-booking and shall be subject to cancellation charges as provided in clause 12 below.
- The client may modify the holiday which is the subject of this contract up to 70 days prior to the departure dates specified in the

confirmation invoice issued to the client by the agent subject to a charge of £50 payable to the agent by the client for administration costs.

(3) All modifications of the holiday effected by the client shall only be effective if made in writing and then only from the date of receipt of such in writing by the agent.

**11. CANCELLATION BY CLIENT** The client, subject to the clause below, may cancel the holiday at any time prior to the departure dates specified in the confirmation invoice. The client shall give the agent 48 hours notice in writing immediately the circumstances giving rise to the claim occur - failure to do so may prejudice any entitlement to claim the full charges made under your travel insurance.

**12. CANCELLATION CHARGES** In the event of cancellation of the holiday by the client or in the events provided in clauses 4.(3) and 10 above, the following charges shall apply which will be payable by the client depending on the date upon which the agent is properly notified in writing of the cancellation or other relevant event as the case may be.

- Up to 70 days prior to the departure specified in the confirmation invoice the amount of the requisite deposit
- Between 69 and 30 days prior to such departure date a charge of 70% of the full price.
- Less than 29 days before such departure date, 100% of the full price.

### 13. MODIFICATION OR CANCELLATION BY THE AGENT

(1) The agent may on the owner's behalf modify or cancel the holiday at any time in the circumstances provided under clauses 2.(3) 4.(3) and 10 above. The agent may modify or cancel the holiday at any time in any case where it is necessary to do so as a result of force majeure. That is to say acts of God, acts of government, hostilities or war (whether declared or not), threat of hostilities of war, political unrest, civil riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or theft, epidemic, quarantine, medical or customs regulations, technical or administrative problems with transport, closure of airports, breakdowns in machinery or equipment, adverse weather conditions or any other occurrence outside the control of the agent.

(2) In the event of modification or cancellation of the holiday by the agent other than in circumstances provided in (1) above, the agent shall endeavour to offer the client a choice of substitute arrangements, or a comparable holiday (where applicable), or a refund of all money paid.

(3) The agent shall take reasonable steps to prevent modification or cancellation of the holiday due to overbooking of properties but if the agents become aware of such overbooking before the departure date specified in the confirmation invoice, it will offer the client a choice of an alternative holiday or a refund in respect of monies payable in respect of the property which is unavailable.

(4) The agent shall inform the client promptly of any proposed modification or cancellation whether of the holiday or the contract.

### 14. WEBSITE AND BROCHURE INFORMATION

(1) The agent has taken care to ensure the accuracy of information contained on the website and in the brochure relating to the holiday advertised, but nothing contained therein shall be treated as a term or condition of any contract.

(2) All statements as to the condition or quality of any property, facility or service included in the holiday, whether contained in the website or brochure or otherwise, shall not be treated as statements of fact but statements of opinion only and the agent shall not be liable therefore.

### 15. THE AGENT'S LIABILITY

- The agent shall not be liable in respect of any accident which may occur or injury, damage or loss howsoever caused.
- Without prejudice to the generality of the foregoing, the agent has taken all considerable care in making the arrangements comprised in the holiday but does not own or operate facilities comprised in the holiday and shall not be liable for injury, loss or damage caused by the person or organisation providing such facilities or their employees or agents.

### 16. SUPPLIERS' TERMS AND CONDITIONS

- Any other services or facilities provided as part of the holiday are subject to the standard terms and conditions of the party engaged by the agent to supply such services.
- Copies of any of the above various suppliers terms & conditions can be made available to clients before booking.

**17. JURISDICTION AND APPLICABLE LAW** Any contract formed by the agent for whatsoever reason shall be governed by and constituted in accordance with English law. The Client hereby submits to the exclusive jurisdiction of the courts of England and Wales with respect of any matters arising out of any contract concerning the holiday.

**18. DISTANCES - MILEAGE** Where guidance is given for distance or mileage, these are given in good faith and do not form part of any contract.

19. For general visa, passport and health information please refer to FCO for advice on [www.fco.gov.uk/travel/countryadvice.asp](http://www.fco.gov.uk/travel/countryadvice.asp)

**HELLO ITALY LIMITED (UK)** 29 Cope Side, Godalming, Surrey, GU7 3RU Tel: 01483 419964 Fax: 01483 420252