

## Terms and Conditions

### **BY BOOKING AND REGISTERING ON OUR WEBSITE YOU ACKNOWLEDGE YOUR AGREEMENT WITH OUR BOOKING POLICY AS SET OUT BELOW.**

These terms and conditions apply to all bookings unless otherwise specified, please take the time to read and understand them fully.

Sicily4u is a product brought to you by iLodge AG Switzerland, hereinafter referred to as 'we', 'us' or 'iLodge'.

#### **1. YOUR CONTRACT**

We act as the booking agent for the suppliers (owner, local agent) of the 'component parts' of the holidays (i.e. accommodation, villa rentals etc.) we organise, and as such, bookings for their services will form a DIRECT CONTRACT BETWEEN YOU AND THE RELEVANT SUPPLIER (i.e. owner or local agent).

By booking and registering on our website or by sending us your completed booking form you confirm your booking and are deemed to have accepted on behalf of your party the terms and conditions and must pay any amount due. Cancellation terms as set out below now apply.

#### **2. MAKING YOUR BOOKING**

You can initiate a booking on our website directly, by telephoning us or by sending an enquiry online at one of our websites or by email. We will then email you the booking link to confirm your booking online, or a booking form which must be completed and returned to us by email or fax. Sending the completed booking form by email or fax, will be valid as a reservation.

#### **3. PAYMENT**

In order to confirm your booking, a deposit of 30% of the total rent must be paid at the time of booking unless specified otherwise. For payment we accept credit card: Visa, Master with a transaction fee of 1%, or bank transfer in EUR currency. The balance must be paid 6 weeks prior to departure via bank transfer or credit card payment. Any extra costs must be paid at your holiday destination in cash unless otherwise specified. If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you and the cancellation charges set out below will be payable.

#### **4. CHANGES BY YOU**

Should you wish to make any changes to your confirmed booking, you must inform us as soon as possible. We will do our utmost to make these changes but we cannot guarantee that we will be able to meet any requests. We only accept changes to a confirmed booking if the property or the period does not change. If these requirements of change are not met, your booking will be treated as cancelled by you and you will have to pay our normal cancellation charges.

#### **5. CANCELLATION BY YOU**

Should you for any reason have to cancel your booking, you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us. The amount of cancellation charge is determined by the date that you notify us of your cancellation. We regret that we cannot make exceptions to the cancellation policy for any reason, including personal emergencies.

The following cancellation charges apply to all our villas and apartments, with the exception of Villa Ginestra, Villa Gabbiano, Villa Letizia and Villa Desiree in Scopello. Cancellation of a booking, even if the original booking is substituted by another booking, the following charges must be paid: 15% of the total rent if the cancellation is made at any point more than 60 days prior to the start of the rental period, 30% of the total rent if the cancellation is made between 59 and 30 days prior to the start of the rental period, 50% of the total rent if the cancellation is made between 29 and 15 days prior to the start of the rental period, 75% of the total rent if the cancellation is made between 14 and 1 day prior to the start of

the rental period, 100% of the total rent if the cancellation is made on the day of arrival or in case of 'No Show'.

The following cancellation charges apply to Villa Ginestra, Villa Gabbiano, Villa Letizia and Villa Desiree in Scopello. Cancellation of a booking of any of these villas, even if the original booking is substituted by another booking, the following charges must be paid: 15% of the total rent if the cancellation is made at any point more than 70 days prior to the start of the rental period, 40% of the total rent if the cancellation is made between 69 and 42 days prior to the start of the rental period, 70% of the total rent if the cancellation is made between 41 and 21 days prior to the start of the rental period, 100% of the total rent if the cancellation is made between 20 and 0 days prior to the start of the rental period, or in case of 'No Show'.

## **6. MINIMUM RENTAL PERIOD**

The minimum rental period is one week, from Saturday to Saturday, unless otherwise agreed with the rental agency. Reservation for fewer nights is occasionally possible, depending on the availability of short breaks between regular reservations. The listed prices on our websites are quoted in Euros per week per property. We reserve the right to increase and decrease the prices of our listed properties any time.

## **7. ARRIVAL AND DEPARTURE**

**Check in is normally available between 16:00-19:00 on the first day of rental, but this time may vary and is not guaranteed. A late arrival fee may be levied depending on the property for arrival after 19:00.** The arrival time and access has to be confirmed via us with the owner/key holder first. Once your booking is confirmed, the time of your arrival (check in) is also confirmed. We are happy to accommodate you whenever possible however please refrain from an early check in or late check in. The property must be vacated between 09:00- 10:00 on the agreed departure date. You are responsible to inform us of your arrival time at the destination. You are also responsible to inform the key holder or owner of any early check out where applicable. We must be informed of any changes to the arrival date and time at least 48 hours prior to arrival. In case of an unavoidable delay on the day of arrival, you must inform us and/or key holder named on your rental voucher immediately. In the event that we are not informed or not able to accept a late arrival, you are responsible for the cost and the booking of an overnight stay in a hotel. No refunds will be due, if you are unable to arrive on the expected day. This also applies in the case of early departure. We are then obliged to make an unplanned displacement to the property and are entitled to claim from you the reimbursement of the expenses. On arrival you must present your accommodation voucher as well as a passport or ID to enable registration in accordance with legal requirements. The number of guests must not exceed the amount of guests confirmed at time of booking. The names of the guests are stated on your rental voucher. We must be informed of any changes to the guest's names and numbers at least 48 hours prior to arrival. The number of guests must be confirmed by us. If the number of guests confirmed is exceeded the owner/local agent or key holder has the right to refuse the entry to the property. We will have no further responsibility, no reimbursement will be made.

## **8. INSURANCE**

You are strongly recommended to take out personal travel insurance and travel cancellation insurance for all members of your party. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

## **9. BEHAVIOUR**

Confirming your booking makes you responsible for the correct and decent behaviour of your party. Consideration should also be given to neighbours and other people. If in our reasonable opinion you or any member of your party behaves in such a way as to cause danger, upset or distress to any third party or damage the property, we are entitled, without prior notice, to terminate the rental period. We will have no further responsibility, no reimbursement will be made.

You must ensure that the property and all household items and equipment are treated with care and returned in the same good condition as found. All damages or breakages must be reported to the responsible agent or directly to us as soon as possible. You shall be liable for any losses, breakages or

damage caused to the property or its contents. We reserve the right to charge you for the relative amount.

## **10. ACCOMMODATION**

The properties are reserved exclusively for those people named on the booking form and no other persons are permitted to stay there unless this has been agreed with us. No refund shall be payable in the event of a lesser number of persons occupying the property.

***\*Important Information: As you are aware, the properties that iLodge offers via Sicily4u are no official tourist structures, such as hotels, residences etc. but private houses. Being such, they do not have international recognised standards or categories, indeed the properties reflect, in their architecture and furnishing, the local traditions and the personal taste of the owner. Some of the properties are luxurious, others more moderate and some rather basic. Items such as dishes, cutlery and bedding are always provided, but coffee makers, teakettles, toasters etc. cannot automatically be expected. iLodge offers via Sicily4u the chance to participate in the culture of the area, living in the same surrounding as the locals. In order to live this experience in the right spirit, it is important that you accept and appreciate the difference of the property compared to any official tourist structure.***

Due to long summers, water shortages may occur. Please use water as sparingly as possible. Please do not use too many electric appliances at the same time; this can cause a cut off of the electricity supply. The owners or handling agencies of the properties reserve the right to have free access to the property for essential maintenance purposes.

No pets are allowed in the property, unless otherwise specified. Please bear in mind that sofa beds or extra beds are often not as comfortable as regular beds. Although every effort is made to maintain all properties in good order, it should be noted that wear and tear of properties is unavoidable. For this reason, damaged furnishings may be replaced and occasionally hot water installations, swimming pools, toilets and utilities may need repair. It may take some time to engage a worker to obtain parts, and your patience is appreciated.

## **11. CLEANING**

The property will be handed over to you clean, tidy and in good order. You are obliged to pay in Euro the amount due for the final cleaning of the property unless otherwise specified. Cleaning of the cooking facilities, crockery, cutlery, kitchen corner/kitchen/kitchenette and the removal of rubbish is your responsibility and is not included in the final cleaning. If you neglect the cleaning we are obliged to charge you an additional amount.

## **12. COMPLAINTS AND PROBLEMS**

If there are any problems with the property or if you have any cause for complaint during the rental period, you must inform the supplier i.e. owner/agent and us immediately. You are obliged to give the supplier at the destination the necessary time to resolve the problem. If the problem is not resolved, you must follow up the complaint in writing to us within 24 hours. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If the problem has not been reported in writing as detailed or received before the end of the rental period, we cannot accept any claims or complaints. iLodge cannot exclude the possibility that the property can result in minor inconveniences due to the special nature of its architecture, personal taste of the owner or local traditions in the area; in this case we cannot accept any complaints. Standard processing time for written complaints with possible grounds for claims is 30 days.

## **13. RESPONSIBILITIES**

The descriptions appearing on our website are accurate and have been prepared in good faith. iLodge however, declines all responsibility for any modifications made by the owners without its knowledge, unless it is impossible to totally or partially fulfil the contract. Please note, the information and photographs on our website are intended to give a general overall impression of the standard of the

property. Some aspects of the property may have changed by the time you make your booking or arrive at the property, for example furniture items may have been removed. We cannot accept any liability if this situation should arise. Whilst every effort is made to ensure the accuracy of the information, regrettably errors do occasionally occur.

If circumstances beyond our control should make the rental property unavailable, you will be advised as soon as possible. Alternative accommodation of at least comparable standard will be offered if available. If the price of the alternative property is less, the difference will be reimbursed. In the event that an agreement cannot be reached, both parties can retract from the contract. iLodge will reimburse in agreement with the agency partner at destination the payment received for the rent, any other reimbursements are excluded. We do not accept liability for travel expenses, alternative accommodation through other agencies or other expenses that may be incurred.

We accept responsibility to ensure that the property is supplied as confirmed and the services offered reach a reasonable standard. We cannot guarantee that resort facilities will be open in the low season. Swimming pools are normally open during the main season. We cannot accept any responsibility for breakdown of mechanical equipments or any interruption in services such as gas, water and electricity due to unforeseen circumstances (e.g. Regional power or water shortage, natural disaster).

#### **14. LIABILITY**

We do not accept any responsibility or liability for acts of omission of third parties which may prevent or disrupt a booking. The contract exists between the Supplier and you, and is limited to the rental of the property and associated services only. No liability can be accepted by us for any injury, illness, death, loss or damage to you or a member of your party, arising out of or in connection with the use of the rental property, swimming pool, children's play areas or all kind of sport facilities. The use of these facilities is at your own risk. We will not be liable for any damage and losses as a result of burglary.

#### **15. FORCE MAJEURE**

No liability can be accepted by iLodge AG where the contract is affected by 'force majeure'. In the context of these conditions, 'force majeure' is any event that we could not, even with due care, foresee or avoid. These events include but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, nuclear disaster, adverse weather, government action, technical problems with transportation or other events outside our control.

I authorize iLodge AG to store and to file my personal details for administrative, bookkeeping and commercial purposes. Under no circumstances will iLodge AG pass my personal details to any organization that is not involved in my booking.