

GENERAL RENTAL CONDITIONS

1) BOOKING

Villa Fossi will issue an email or faxed receipt as confirmation of booking. On receipt of confirmation, a down payment of 30% of the total sum must be paid by banker's order. The balance must be paid by banker's order 40 days before the beginning of the rental period. Bookings made less than 40 days before the beginning of the rental period, must pay the total balance with the booking.

2) MINIMUM RENTAL - PRICES

The minimum rental period is one week, from Saturday to Saturday. The prices regard weekly rentals and vary according to the season – see price list.

3) TIMES OF ARRIVAL AND DEPARTURE

Guests should arrive and leave on Saturdays at the following times:

- Arrivals - 17.00/20.00 - Departures 08.00/10.00.

Any variation of the time of arrival must be communicated to Villa Fossi for agreement, at least three days in advance. In the case of any unexpected delay in arrival time, the guest must call the numbers indicated on the booking receipt. In the case of lack of such communication, the Villa Poggio may not be able to make meeting arrangements and the guest may have to stay in a hotel, the costs therefore, will be the responsibility of the guest.

4) ARRIVAL

On arrival, the guest must show his booking confirmation to the owner or his official representative, as well as his passport or identity card, along with those of the other members of the group, for registration according to Italian law.

5) DEPOSIT

The deposit, the sum agreed according to the apartment and booking confirmation, in cash, in euro, must be paid on receipt of the keys. This deposit will be repaid to the client on departure, subject to any deductions for damage and/or supplementary services not included in the original rental payment. If the client leaves before the termination of the rental, the representative of Villa Fossi is authorized to return the deposit (with the deductions for any eventual damage and supplementary services, if relevant) only after a check of the inventory and of the apartment itself.

6) NUMBER OF PEOPLE – SUBSTITUTION OF NAMED GUESTS

Only the people named on the booking form, or no more people than the maximum number (adults and/or children) permitted in any given apartment, may stay in the apartment. Any substitution of people during the rental period is expressly forbidden unless otherwise agreed with Villa Fossi.

7) CHILDREN UNDER TWO YEARS

Children under two years are free of charge. Villa Fossi can provide two cots for guests' use. In the case of need for further cots, these may be provided by the guests.

8) CLEANING

Apartments are provided clean and in perfect order. On departure, guests are required to pay the representative of Villa Fossi, the sum due, in euro, for the final cleaning as indicated on the web site and in the booking confirmation. This sum does not include the cleaning of the oven gas rings or removal of waste, this is the responsibility of the guest. The representative of Villa Fossi is authorized to deduct, as necessary, from the deposit an extra sum should this cleaning not be satisfactorily completed, in addition to the balance due for the final cleaning and any other expenses..

9) ELECTRICITY

Electricity consumption is calculated before departure and must be paid in euro, by the guest. Given the frequent variations in the cost of electricity, Villa Fossi will inform the guest of the current cost per kw.

10) HEATING

Current legislation permits the use of central heating from November to April. Consumption and cost will be calculated by the representative of Villa Fossi before departure and therefore paid by the guest, in euro, in cash. Given the constant change in heating costs due to varying market forces, Villa Fossi reserves the right to inform the guest of the current cost/cubic metre gas when the guest arrives.

11) MAINTENANCE

Villa Fossi reserves the right of entry if required for purposes of maintenance and repairs (garden, swimming pool, etc..)

12) MODIFICATIONS - CANCELLATIONS

Euro 50.00 will be charged per modification of booking, change in the number of people or apartment as long as the rental dates remain the same.

Cancellations/alterations of date:

- up to 75 days from the start of the rental period – 15% of total booking..
- from 74 to 43 days from the start of the rental period – 25% of total booking.
- from 42 to 30 days from the start of the rental period – 50% of total booking.
- from 29 to 1 day from the start of the rental period – 90% of the total booking.
- in the case of no show, the full cost of the booking will be charged.

13) LEGAL FORUM AND LEGAL RESPONSIBILITY

For any eventual controversy regarding bookings and/or rental, the legal seat of presentation of the controversy will be Prato. The terms of the law according to Italian legislation will be applied. The signature on the Booking Form and the booking constitute acceptance without reserve of the General Rental Terms and Conditions. If any conditions in this contract should prove to be missing or should become invalid, the validity of the remaining conditions remain valid and may not be brought into the case.

14) REGULATIONS ACCORDING TO ART. 13, D.Lvo 196/03

THE BODY RESPONSIBLE FOR DATA PROCESSING

The body responsible for data processing is the "Villa Fossi" in the person of the legal representative.

STORAGE OF DATA

All data and storage of data connected with the web services of this site will be at the Villa Fossi and only the authorised technical personnel will have access or maintenance operators as required.

No data thus collected, will be communicated to third parties.

Personal data provided by the user with requests for information (rental availability, requests for material etc.) may be used exclusively for the purposes of the service requested and may only be communicated to third parties in relation to such request.

INTERNET DATA

The computer systems and software procedures used for the functioning of this web site may result in the acquisition and transmission of data.

This data may only be used anonymously for the purposes of statistics regarding the site and/or to check the correct functioning of the site.

DATA PROVIDED BY THE USER

The optional sending, explicit and voluntary email to the addresses indicated on this site will lead to the transmission of the email of the sender, and the acquisition of any data included in the email.

The site may be modified to include further information and/or services as required.

OPTIONAL TRANSMISSION OF DATA

Further to the data regarding the use of internet, the user freely transmits personal data on the enquiry form which is then transmitted to the Office in question with the relevant request..

Lack of inclusion of the data requested may lead to the request not being satisfactorily answered.

Finally, in some cases (in addition to the ordinary maintenance of this site) the authorities may request information according to art 157 of d.lgs. n. 196/2003, for the purposes of checking personal data processing. In these cases, answers are legally required and sanctions may be applied.

DATA TREATMENT

Personal data is automatically stored only for the purposes and period required.

Security measures are in place for the protection of such data by any unauthorised bodies.

RIGHTS

The owners of the data have the right, at any time, to check, verify or modify its existence, content and origin., (art. 7 del d.lgs. n. 196/2003).

According to the above article, the owner of the data has the right to require the cancellation of the said data, its transformation into anonymous form and/or the protection of the data against illegal use..