# RENT A TRULLI







# Terms and Conditions Trulli Stella - Trulli Mimosa - Trulli Porta Blu

These booking conditions are implied for all bookings, unless otherwise agreed in writing between the two parties.

#### **BOOKING DEPOSIT**

Your reservation will be confirmed when we receive confirmation along with the payment of the 25% deposit within 5 working days of your order - if you are booking less than eight weeks (60 days) from the rental date full rental amount is required.

No contract will exist between us until we have received the required deposit and we have issued our confirmation receipt.

The balance of the rental charge is due 8 (60 days) weeks before your arrival date. Failure to pay this payment will be treated as a cancellation and we will be entitled to apply the cancellation charges as following:

**CANCELATIONS** - If you cancel before arrival you will forfeit your deposit. Cancellations after 8 weeks before arrival will be liable to 100% of the rental cost. See Paragraph 4. We encourage Renters to take out suitable travel insurance at time of booking.

For late bookings (made within 8 weeks (60 days) of arrival date we must receive written/email confirmation, together with full payment within two days of your order made online or by phone or email.

No credit will be given for shortened stays due to late arrival or early departure for any reason. No cancellations due to weather.

**Security Deposit** - Upon your arrival a security deposit of €450 (or £300 online) will be payable to the caretaker. If the following provisions are met, your deposit will be repaid when you leave the property. It is understood that should the security deposit not be sufficient to cover damages to the property due to Renter's actions, the Renter will be held fully responsible. The owner reserves the right to sue if damages exceed the amount of the full security deposit.

Care of Property - You are responsible for ensuring that, upon departure, the Villa is left in the same condition of cleanliness and repair as found upon arrival. Any loss or damage caused by your failure to respect fixtures or fittings will be deducted by the caretaker from your security deposit. If you are aware of any damages, please notify the caretaker immediately so that necessary repairs can be made. If damages are identified by you and the caretaker during the final inspection of the property you will be expected to pay for the repairs upon departure. In the event of a disagreement between you and the caretaker regarding the extent of the damage please report your grievance to the owner in writing (e-mail or letter).

#### **PAYMENT**

We accept payment by PayPal, Stripe, or bank transfers or via credit card on our booking system.

Payment in full must be received 60 days before arrival or upon booking if less than 60 days in advance.

If a personal check or transfer is returned to us for non-sufficient funds or any other reason beyond our control, you will be charged the amount levied by the bank for charges.

#### RENTAL AGREEMENT

I (We), the undersigned, renting Trulli <u>Stella, Mimosa or Porta Blu</u> at Nataliccio, Ceglie Messapica, BR – Italy for holiday or recreation purposes, agree to the following:

- I (We) are responsible for full payment for the entire rental period: a Deposit being due with the return of this Agreement, and the Balance of the rent being due 60 days prior to occupancy. Payments must be made by money order, bank transfers, cash, or PayPal, Stripe or via booking system (bookalet) on our website.
- 2. Reservation is not confirmed until the Rental Agreement has been confirmed and the Deposit cleared/acknowledged.
- 3. Failure to make payments when due will result in cancellation of this Agreement.
- 4. If I (We) cancel our reservation after it has been confirmed, the Owner will make every attempt to re-book my (Our) reservation. If the reservation is re-booked at the same rate, I (We) will be refunded 100% of the Total funds paid. If the reservation cannot be rebooked I (We) understand that the moneys paid may not be returned.
- 5. If I (We) do not personally inspect the premises prior to signing this Agreement, I (We) agree to accept the rental property upon arrival, provided it meets the basic description as listed on the Rental Websites. In Addition, I (we) agree that we will not be entitled to a refund or rent money, nor relocation to another property, and will have no claim or recourse against the Owner, Property Management, etc.
- 6. I (We), our guests and visitors, agree not to smoke in the property. Our properties are all NON SMOKING (smoking indoors could result in extra cleaning of the natural stone which would be deduced from your security deposit.) You are permitted to smoke outdoors. Butts are to be disposed of properly and not left anywhere on the property. In Italy particular care must be taken to avoid summer fires.

- 7. I (We) agree not to hold loud or large parties in the property or on the premises without prior permission. That all guests will maintain the premises in good order and appearance and conduct themselves in a manner not offensive to the neighbours.
- 8. I (we) our guests and visitors, agree that any drug use on the property, or any disturbance, annoyance, endanger, or inconvenience of the neighbours; or use the premises for any immoral or unlawful purposes, or violate any law or ordnance or commit waste or nuisance on or about the premises will immediately terminate our occupancy and rental agreement of these premises.
- 9. Owner or Caretaker may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and within 24 hours notice, for normal maintenance.
- 10. Occupancy (including small children, infants and visitors) is not to exceed the following without permission.
  - Trulli Stella 6 persons
  - Trulli Mimosa 5 persons
  - Trulli Carla Porta Blu 8 persons
- 11. Pets or animals are not allowed on the premises without permission (except Guide Dogs).
- 12. I (we) shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (deemed by Caretaker) which may result from Occupancy. I (we) agree that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of our stay, or may be introduced during the term of the lease, reasonable wear and tear and damage by unavoidable fire and casualty only exception.
- 13. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to the Caretaker within one (1) hour of Occupancy. I understand the property will be inspected prior to my (our) arrival and when I/ we depart. Otherwise, I (we) agree that repair costs for any damages may be posted to my (our)

credit card or account, or, if I (we) are paying by check or money order, I (we) will promptly submit the moneys due for full cost of replacement/ repair. It is strongly suggested that Renters be very attentive and detailed when performing walk through at arrival and departure.

- 14. I (we) acknowledge any loss and /or damage to the Trulli / Property will result in a charge for replacement value to my (our) credit card or account, or if I (we) are paying by check or money order, I (we) will promptly submit the moneys due. I (we) agree to indemnify and save Owner and Caretaker Managers harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by me (we) guests or invitees. Also from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the Trulli or premises.
- 15. The Owner shall provide utilities, furniture and fixtures, linens and towels. I agree to pay the additional utilities costs used by me over and above the initial €50 (€75 at Trulli Stella) included in the rental cost governed by this agreement.
- 16. Prior to vacating the Trulli, Renter is responsible to remove all rubbish, waste and recyclables, ensure all dishes and cookware are clean, and return any furniture that was moved to its original position.
- 17. Owner shall not be liable to Renter, Renter's guests, licenses or invitees or any other person for any injury, loss or damage to any person or property on or about the premises. Renter shall hold Owner and Caretaker harmless and indemnified from and against all loss, injury or damage occasioned by the use or misuse or abuse of any part of the premises, parking space, beach or community and from or against any omission, neglect, or default of Renter, his guests, licensees or invitees.
- 18. This Agreement may not be assigned or the property sublet, and is for the Renter's use only. No changes to, or changing of locks of the Trulli, Gates or premises are permitted. I / We will not use premises as a location for amateur or professional film/video without prior consent and arrangement with property managers/owners.

## **Security and insurance issues**

Ceglie Messapica is a safe environment, however like in most areas, caution needs to be exercised. Windows and doors of all rented properties should be kept locked when Renters are not inside the property. Failure to abide by the foregoing could impede any insurance claim which might otherwise be available.

Should the Renter be negligent leaving a way of entry into the rented property to thieves and should property(ies) belonging to owners be stolen, Renters will be responsible to pay for damages or missing owner's property (ies).

In case of theft, a police report needs to be filed. There are no guarantees that monies will be recovered from an insurance company claim, as often a large deductible may apply. Insurance claim processing in Italy takes a significant amount of time.

Owner shall not be liable for any loss, damage or injury to the Renter or the Renter's agents, or visitors, or to the Renter's property, for any damage from any cause whatsoever.

Renters understand that Renter's personal valuable properties such as computers, watches, jewels and monies etc... are not covered by the owner's insurance policy, they will therefore bring them at their own risk and should be included in Renter's home or travel insurance policies.

## **Waiver of Responsibility**

Ultimately, Renters agree they will use the Trulli and its grounds, in its entirety, including garden, swimming pool & pool areas, and common areas of the building at their own risk and agree to hold harmless the owners from any lawsuit.

#### HOUSEKEEPING

When you arrive, the Trulli will be clean and set up with linens and as a courtesy we have included the following list of initial supplies to accommodate the reported/appropriate amount of guests:

- Bath towels, hand towels, pool towels and bed linens, duvets, pillows etc.
- Hand soap & toilet paper
- Welcome pack including, tea, coffee, milk, pasta, eggs, water

Additional consumable supplies must be purchased by Renter.

Check-in time is no earlier than 4 pm. There is only a 6 hour window to completely clean, disinfect and set up for the next guests. Please respect this work schedule and do not arrive early. Checkout time is no later than 10 am the day you are scheduled to leave. We must be able to enter the home at 10 a.m.

Checkout procedures: Caretaker will visit at 10am to conduct departure procedure, inspect property and refund security deposit (if appropriate). Please advise Caretaker of any breakages or damage at this time.

We will not be liable or responsible for personal items left behind, lost or stolen. If you leave an item after checking out and wish to have it returned, call us as soon as possible and we will arrange for shipment. We will inform you of the shipping cost and with your approval, charge credit card or your account or request funds.

Any exceptions to the rules and regulations as written here, must be approved in writing in advance.

Rates, terms and conditions are subject to change without notice.

Force Majeure. There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of Force Majeure, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS. I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME(the name on the booking) I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.