

# DOTTY CAPITAL S.R.L.

## BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our privacy policy and our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, set out the details of your booking with Dotty Capital s.r.l., Registered Office: Via Pian d'Erba n.5, 22036 Erba (CO), Italy ("Dotty Capital", "we" or "us"). Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions references to "the client", "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

Our obligations to you will vary depending upon whether we act as a Principal in the sale of villa accommodation and other services that are available to be purchased separately in Valle d'Itria or as an Agent to help you to arrange individual holiday products; our differing obligations are set out below, in three separate sections: Section A contains the conditions which will apply to all bookings. Section B contains the conditions which will apply when you make a booking with us where we act as Principal. Section C contains the conditions which apply to bookings we make for you when acting as an agent.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Reservation

To reserve the property the client should complete and sign the contract, return it together with payment of the 20-50% deposit. On receipt of this, Dotty Capital s.r.l. will forward a confirmation of the booking. The deposit payment is non-refundable. For bookings made within 8 weeks prior to arrival, the full balance payment is required to guarantee the reservation. We kindly request that you send us the full name and address of the Head Party Member at the time of booking along with a copy of your passport or ID.

#### 2. Bookings & Booking Confirmation

Whether we are acting as Principal or as Agent, you may decide to just purchase accommodation or you may decide to purchase accommodation and a transfer, services etc. Whatever you decide, we will treat each element as a separate booking so that the price charged in total for the booking of more than one element will always equal the prices charged separately for each individual element. To help you to identify which element you would like to book, prices on our website are listed by element and each element of the booking is available to buy separately at the same price as it would be if more than one element is booked. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

A formal letter of confirmation will be sent to the client once the deposit payment is received. The balance payment is due 8 weeks prior to arrival. If the client does not respect these payment terms, we reserve the right to cancel the reservation. It is your responsibility to check this confirmation document and to urgently advise us if there are any errors or omissions. It is your responsibility to ensure that all names are shown exactly as written in each passenger's passport.

### **3. Pricing**

The price of your arrangements will be confirmed on booking. When you have booked and paid your deposit or the full amount if you book within eight weeks of departure, the price of your booking as shown on your confirmation invoice is guaranteed, unless you elect to change the confirmed booking. The price of your confirmed booking is also subject at all times to changes in transport costs, such as fuel, which are part of our contracts with transport provider's; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

### **4. Accuracy of Descriptions & Offers**

We endeavour to ensure that all of the information and prices on our website are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. We strive to ensure accuracy of descriptions shown however we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed.

### **5. Accommodation**

All classifications of properties have, wherever possible, been taken from official ratings. We cannot accept responsibility for changes occurring after publication on our website. Full information relating to your Villa will be listed on our website.

### **6. Check-in & Check-out Procedure**

Please note check-in and check-out times vary from villa to villa. If you do require a late check-out time, please speak to the villa directly during your stay.

### **7. Building & Development Work**

Whilst we will endeavour to advise you of any building or refurbishment work underway at any properties you have booked, we cannot anticipate where work will take place outside of the grounds. All the accommodation featured strive to maintain high standards and as such there may be the necessity for some ad-hoc and unforeseeable maintenance work.

### **8. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather conditions and all similar events outside of our own or the relevant supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

### **9. Disabled Clients**

We welcome all customers including those with disabilities and we endeavour to meet individual needs. However, in order to assist, we must be advised at time of booking of any disability and special requirements. Special facilities can be requested but may not be guaranteed. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### **10. Breakage Deposit**

A security deposit is required against breakages and damage to the property and its contents ('Contents' refers to fixtures, fittings, furnishings, furniture, flooring, curtains and effects as per the inventory). The breakage deposit varies from property to property. If damage/loss exceeds the value of the deposit, you will be liable for the difference. Once you have departed and the property & itinerary has been checked, we will release the security deposit less any deductions. The amount of the breakage deposit will be frozen from the client's credit card; signature of breakage deposit form is therefore required at the latest 4 weeks prior to arrival.

## **11. Behaviour**

All guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any villa manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the villa manager or other supplier prior to departure from the villa. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us. Please note that no smoking is allowed inside the property; if any evidence of smoking is found inside the villa the full security deposit will be forfeited.

## **12. Travel Insurance**

You must have adequate travel insurance cover suitable for your booked arrangements and your particular needs. Your booking with us does not include travel insurance and we can not be held responsible for any liability, expenses or losses you may incur as a result of having inadequate insurance.

## **13. Passports, Visas and Health requirements - Your responsibilities**

The following information is for guidance only, and it remains your responsibility to check the most up to date requirements before you travel. Any passports, visas, health inoculations and other travel documents required for your holiday must be obtained by you, whose responsibility it remains to ensure that these are all in order and to meet any additional costs incurred as a result of failure to comply with such requirements. We are not liable for any costs, delays or illness resulting from your failure to meet these requirements. Please note that any passengers who are denied entry as a result of incomplete documentation will not be eligible for a refund. The FCO website also provides useful additional advice and information about all destinations.

## **14. Public Holidays and Seasonal Changes**

We are unable to accept liability for any alterations or withdrawal of facilities due to National or Public Holidays and suggest that you consult the relevant Tourist Board for further information. At certain times of the year things may quieten down or close. Should a feature be considered by you to be crucial to your enjoyment, it is essential that you declare your specific interest/ requirement at time of booking to enable us to verify, and confirm in writing, the availability of such a desired feature. It's sometimes possible to change things around after arrival, but please help us to fulfil your expectations by checking with us ahead of travel - not after your return.

## **15. Concierge services**

We can organise the following services as agent during your stay:

- Restaurant reservations, VIP tables, lunches
- Airport transfers and outsourced driving services
- Private chefs and villa/villa staff on ad-hoc basis when required
- Massages, physiotherapist sessions and general wellbeing for guests
- Yacht charters and water-based activities
- Nannies and childminders
- General advice on the area and what to do during the holiday

Please note that all information is given as guidance only and we do not accept responsibility for the provision of any bookings made. Your contract for each service is with the relevant service provider. These

services are payable separately in your extras bill at the end of your stay and we are authorised to collect the funds on behalf of the relevant services providers. Please also read section C of these booking conditions for additional information about our agency role.

## **16. Jurisdiction**

These Booking Conditions and any agreement to which they apply are exclusively governed in all respects by Italian law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be subject to the exclusive jurisdiction of the Courts of Milan.

## **SECTION B – PRINCIPAL BOOKINGS**

This section applies to bookings we make for you when acting as Principal.

## **17. Changes or Cancellations**

### **17.1. Changes made by you**

If you wish to make alterations to your booking after the contract is formed, we will seek to accommodate your request where it is reasonable to do so. Such changes are at the sole discretion of Dotty Capital s.r.l.

If you choose to cancel your booking you must do so in writing. The date of cancellation shall be the date the cancellation letter/email is received by Dotty Capital s.r.l. The person submitting the booking form must authorise cancellation. Cancellation charges for the accommodation cost will be as follows:

PERIOD BEFORE ARRIVAL WRITTEN CANCELLATION IS RECEIVED	AMOUNT CHARGED AS % OF THE TOTAL HOLIDAY COST
Over 8 weeks	Loss of Deposit
Less than 8 weeks	100%

PLEASE NOTE: Certain arrangements may not be amended, even to change a name, after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. If fewer people travel than originally booked there may be extra charges to pay which will be advised to you when you make the changes.

### **17.2. Changes or Cancellations by us**

We may in exceptional circumstances be required to cancel the booking in which case a full refund of all monies paid will be made to the client. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" (see clause 8 above) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

## **18. Our Liability**

- I. We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- II. Subject to (1) above, our only obligations to you in relation to bookings we make for vouchers to enable you to gain entrance/access to particular services are to take your booking in accordance with your instructions and provide you with a ticket or voucher to enable you to gain entry/access to the arrangement(s) in question. We cannot accept any liability for the provision of the arrangements themselves which are provided by the suppliers of those arrangements or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. The terms and conditions of the supplier concerned will apply to the arrangement(s) in question. Copies of those terms and conditions are available on request.
- III. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) The act(s) and/or omission(s) of the person(s) affected;
  - b) The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - c) Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - d) An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- IV. We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways:
- a) Loss of and/or damage to any luggage or personal possessions and money,  
The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the applicable excess on your travel insurance policy because you are assumed to have adequate insurance in place to cover any losses of this kind.
  - b) Claims not falling under (a) above or involving injury, illness or death  
The maximum amount we will have to pay you in respect of these claims is the price paid by or on behalf of the person(s) affected in total.
- V. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- VI. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- VII. Please note we cannot accept any liability for:
- (a) Any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - (b) Any business losses.
- VIII. We will not accept responsibility for services or facilities which we sell to you as agent (in which case your contract will be with the supplier of the service – see Section C below), or which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- IX. In cases of compensation or damage arising from non-performance or improper performance of the services involved in any of the company's contracts, compensation for personal, including psychiatric injury and non-personal injury is limited to the by all relevant international conventions including but not limited to the Geneva Convention, the Montreal Convention and the Athens Convention.
- X. No employee, representative, agent or officer of Dotty Capital s.r.l. shall be authorised to commit Dotty Capital s.r.l. to any admission of liability whatsoever and Dotty Capital s.r.l. shall not be bound by any such admission unless it is explicitly stated in writing and executed on behalf of Dotty Capital s.r.l..

## **19. Complaints**

In the unlikely event of encountering difficulties whilst away it is essential to take up the matter locally. Failure to contact the villa staff, relevant supplier or Dotty Capital on our contact telephone number whilst in resort, may affect your rights under this contract. Should any problem remain unresolved please notify us in writing within 28 days of your return. Full contact details are listed on our website and in your booking documentation.

## **20. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, villa location, a particular facility at a villa etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## SECTION C – AGENCY BOOKINGS

This section applies to bookings we make for you when acting as agent.

### **21. Your Contract**

In respect to some bookings which we take / make on your behalf we will act as an agent to help you to arrange individual holiday products. For all such arrangements, your contract will be with the supplier of the arrangements in question, such as third party tour operators, hotels or property owners, (the 'Supplier(s)'). When making your booking we will arrange for you to enter into a contract with the Supplier(s) of the arrangements. Your booking with us is subject to these Agency terms and conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from the supplier.

### **22. Booking and Payment**

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must make payment in full as required by the supplier of the arrangements in question.

Your booking is confirmed and a contract between you and the supplier will exist when we send your confirmation invoice on their behalf by email to you. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are correct. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

All monies you pay to us for arrangements will be held as agent on behalf of the supplier(s) concerned.

### **23. Changes and Cancellations by you**

Any cancellation or amendment request must be communicated to us in writing by email. We will confirm that we have received your notification and we will pass on your request to the supplier, who will then confirm whether or not it is possible to meet your request. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, and liaise with the Supplier on your behalf, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements.

The supplier will charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). We will levy these charges on behalf of the Supplier, and in addition you must pay us an administration fee of €10 per person. You will be notified of the exact charges at the time of amendment or cancellation.

### **24. Changes and Cancellations by the Supplier**

The Supplier may contact you directly in the event that there is a problem with your booking which requires a change or a cancellation. We will liaise between you and the supplier in relation to any refund offered by the Supplier, but as agent for the Supplier we will have no liability to you.

### **25. Our Responsibility for your Booking**

Your contract is with the supplier and its booking conditions apply. As Agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the paid for the booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## **26. Complaints**

Because the contract for your arrangements is between you and the Supplier, any queries or concerns should be addressed to them. If you have a problem, this must be reported to the Supplier immediately. If you fail to follow this procedure there will be less opportunity for the Supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to from the Supplier may therefore be reduced as a result.

If you wish to complain when you return home, please write directly to the Supplier concerned. You will see their name and contact details in any confirmation documents we send you. Any assistance given by us will be given on a goodwill basis in our capacity as agent.

## **27. Ratings and Standards of Service.**

All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect. Standards and ratings may vary by supplier. We cannot guarantee the accuracy of any ratings given.

## **28. Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier(s) in question and are intended to present a general idea of the services provided. Not all details of the relevant services can be included. All products and services shown are subject to availability. If you require any further details please contact us providing details of the additional information needed.

## **29. Rental Conditions**

The Supplier has the following specific conditions:

- a) The rental period shall commence any time after 5pm on the first day and finish at 10am on the last day (this is subject to change from villa to villa, therefore please check at the time of booking)
- b) The maximum number of people to reside in the property will be clearly stated in the final contract.
- c) Price includes all bed linen, towels. The amount of housekeeping varies from property to property and therefore please check at the time of booking.
- d) You must report without delay any defects in the property or breakdown in the equipment or appliances in the property or garden. Arrangements for repair/replacement will be made as soon as possible and you must permit access by the Supplier's representatives for this purpose.
- e) You must not remove any of the contents from the property or make any addition or alteration to the property.
- f) We, on behalf of the Supplier are entitled to refuse to hand over the property to you or repossess the property if we or the Supplier reasonably believes damage has been caused or is likely to be caused to the property by you. These circumstances will be treated as a cancellation by you, and no refund of monies paid will be made and we accept no liability towards further costs you may incur in such circumstances.
- g) No smoking is permitted inside the property.
- h) Any access roads and access to the neighbouring properties must be kept clear at all times.