

## Terms & Conditions

**LakeComoHomes Ltd** (the Company) act on behalf of the Owner/s of the holiday accommodation (the Property Owner) for the purposes of online booking transactions. Accordingly, any contract made is between the person making the booking (the Holiday Guest) and the Property Owner. A contract will be entered into on the issue by LakeComoHomes Ltd of a booking confirmation. LakeComoHomes Ltd work with Italian partners Happy Holiday Homes Srl providing the holidaymaker with a point of contact during their stay at the holiday accommodation.

**Payment:** All bookings must be accompanied by the appropriate deposit. A booking where the deposit has been paid by cheque is not considered to be confirmed, until the cheque has cleared our bank. In the event of the holiday start date being within 6 weeks of booking, full payment must be made at the time of booking. In all other cases final payment is due 6 weeks before the commencement of the holiday. Bookings may be subject to cancellation if the payment balance is not received by the due date.

**Cancellation:** If you have to cancel your holiday for any reason, immediately contact the Company. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us, in writing. You are liable for the full holiday cost (the booking fee). We will endeavour to re-let your holiday. If we are able to do so before you pay your balance, you will only lose your deposit, and if applicable, subject to a cancellation fee. If we are able to re-let after you have paid your balance, we will refund the whole or part of the money so that you only lose your deposit and if applicable, subject to a cancellation fee. Depending on the reason for cancellation you may be entitled to claim from your cancellation policy. Any refund will be less the booking fee.

When a booking is cancelled, the percentage of the booking fee charged as a cancellation fee (i.e. not refunded) will depend upon the amount of time still to elapse before the arrival date as per the following table:

0-2 weeks	100% of booking fee
2-4 weeks	90% of booking fee
4-6 weeks	80% of booking fee
6-8 weeks	70% of booking fee
8-10 weeks	60% of booking fee
10-13 weeks	50% of booking fee

We strongly recommend that you take out Cancellation Insurance.

**Alternative Accommodation:** Occasionally it may be necessary to make a material change to your holiday arrangements for reasons such as withdrawal of a property by an owner. In this event the Company will endeavour to offer you accommodation of a comparable standard and price. Should the only alternative property be of a higher price, the Company reserves the right to charge the difference. You have the right to decline to accept the alternative accommodation for whatever reason (e.g. price, unsuitability etc.) in which case the Company will refund the full amount paid, but no other compensation would be payable. The liability of the Company is limited by, and cannot exceed, the amount paid by the Holiday Guest.

**Responsibilities of the Holiday Guest:** The Holiday Guest undertakes to keep the accommodation and all furniture, fixtures and fittings in the same state of repair and condition as at the start of the holiday and to leave the accommodation clean and tidy. The number of persons using the accommodation at any time must not exceed the maximum number as stated in the website.

**Damage to Property:** We reserve the right to request credit card details of all holiday guests paying by wire transfer to hold for security reasons. We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the guest to the property or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to the guest's credit / debit card, or send an invoice for the amount to the registered address. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the guest would incur to a minimum.

**Changing a Booking:** If you wish to change the dates of your holiday once the confirmation has been issued it can only be done but subject to a 50 Euro administration fee and availability. Confirmation in writing and your payment must be received by the Company before a revised booking confirmation can be issued. You cannot change properties, only dates. A change of property will be regarded as a cancellation (see cancellation terms).

**Property:** The Property Owner or his representative is to be allowed access at any reasonable time during occupancy. The accommodation and its use are subject to the conditions and regulations of its owner(s) and to local and international law. Neither the Company and its partners nor the Owner shall be responsible for the death or personal injury to a Holiday Guest, or loss, damage or accident to personal property unless this results from proven negligence of themselves or their employees.

**Special Requirements:** Where you have special needs, such as a property suitable for the disabled or any other specific requirement, the Company will try to accommodate you. Such requirements must be specified at the time of booking. We cannot accept responsibility for special needs, unless specified during booking and confirmation is given by the Company. If you suffer from allergic reactions please take note that although certain properties are advertised as NOT allowing pets, we cannot guarantee that pets have never been in that property and can not be held liable in such circumstances.

**Complaints Procedure:** In the event of any problem arising on arrival or during the holiday, the Holiday Guest should immediately bring this to the attention of the Company or their representative. The Company regret that claims for compensation cannot be considered after the holiday has ended if we have not been informed as above.

**Cleaning Fee:** The final holiday accommodation cleaning fee detailed on the website includes bed linen and towels provided by the Property Owners representative. If staying for two weeks or more, the Property Owners representative will provide you with clean bed linen and towels half way through your stay.

**Access & Departure:** The accommodation will be available from 4 pm onwards on arrival. Departure time is by 10 am, to allow the necessary time to prepare and maintain the accommodation to a high standard for the next visitors.

**Right to Refuse Entry:** The Property Owner and or the Company reserve the right to refuse admission or entry to the holiday accommodation to all or any persons, and may require all or any persons to leave the holiday accommodation, without refund, whom they consider to be in breach of these conditions. This includes persons who cause a nuisance or damage to holiday accommodation or conduct themselves in an offensive or disorderly manner. In such event the Company will not be liable for making any payment to the Holiday Guest and will retain all monies paid by the Holiday Guest.

**Electricity/Gas/Oil:** are included in the booking. Fuel for fires/stoves is not generally provided.

**Lost Property:** The Company or its partners will retain lost property items at their office premises for 28 days only, from the date of departure. Items to be returned to Holidaymakers are charged a flat fee of 10 Euros plus P&P, payment of which can be made by credit card over the phone. The Company and its partners do not accept responsibility for returning any items and do not return any food or drink.

**Alterations & Amendments:** Every effort has been made to ensure that information on the website is correct at the time of publication or at the time of inspection of the accommodation and all this information and statements made by representatives or employees of the Company are made in good faith but without liability.

**Garage/Parking:** In general most Holiday Accommodation will have private or public parking available. However, holiday accommodation located in the center of towns may be subject to chargeable parking.

**Liability:** The Property Owner, the Company and any associated partners of the Company accepts no liability for any damage, expense, injury, death or loss of any nature whatsoever, suffered by any person from any cause whatsoever, other than the proven negligence of the Property Owner. In the event of proven negligence the Property Owner takes full responsibility.

**Vehicles:** The Property Owner, the Company and any associated partners of the Company accepts no responsibility for any loss or damage, from or to any vehicle from any cause whatsoever, unless caused by his/her own negligence or that of his representative.

**Force Majeure:** The Property Owner and or the Company shall not be liable for changes, cancellations, or any other effect on your holiday, due to any event, which with all due care could not be foreseen or avoided.

