

# Escape to Tuscany Terms and Conditions

## 1. Definitions and Interpretations

In these booking conditions "The Supplier" shall mean The Escape to Tuscany Partnership  
"The Client" shall mean the person in whose name the booking is made and shall include the person or persons on whose behalf the same is made  
"Force Majeure" shall mean any event outside the Supplier's control which prevents the prompt performance of its obligations, including war or threat of war, riot, civil strife, industrial disputes, terrorist activity, natural disaster, fire or adverse weather conditions, or acts of God; The singular shall include the plural and vice versa and the masculine shall include the feminine where the context requires.  
"Accommodation" shall mean the provision of accommodation as provided by Escape to Tuscany.  
"Holiday Price" and "Deposit", are as stated on the Escape to Tuscany Price List and Information sheet and can be from time to time amended.

## 2. Bookings, Deposit and Terms of Payment

No contract is made between the Supplier and the Client and no booking is valid until the Supplier has issued a confirmation invoice and receipt for the deposit.

The booking process is as follows:

- 1) The client contacts the Supplier to reserve a booking date
- 2) If the date is free Escape to Tuscany will hold the booking for 48 hours
- 3) Within the 48 hour period if the client wishes to confirm the booking the Client submits a completed booking form duly signed accepting these terms and conditions and enclosing the relevant deposit
- 4) On receipt of the completed signed booking form and deposit Escape to Tuscany will issue a written receipt accepting the booking. The issue of this receipt marks the start of the contract between the Supplier and the client.
- 5) The full balance of the holiday price (including any charges made by any supplementary invoice) must be paid by the due date shown on the initial confirmation/invoice (either 8 weeks prior to date of departure or by return within this period).

The Supplier shall have the right to send the Client a supplementary invoice to cover any subsequent charges which Booking Condition No. 3 allows the Supplier to pass on to the Client. These charges would become part of the holiday price and would be payable by return. The Supplier reserves the right to treat the booking as cancelled if any part of the balance of the holiday price remains unpaid by the due date or to charge interest on late payments at 5% above the base rate of the current Bank of England base rate. If cancelled, the cancellation terms as per Booking Condition No. 8 will apply. The deposit shall only be refundable in accordance with Booking Conditions No.5 or 6. The Supplier has the right to refuse to accept any bookings at the Supplier's discretion, refunding any deposit received. Bookings will not be refused for trivial reasons.

## 3. Prices/ Surcharges

The charges which make up the total booking price and specified in our confirmation invoice are calculated on the basis of costs to the Supplier and rates of exchange as known at the time of booking. Should prices vary due to circumstances beyond the control of the Supplier (for example currency fluctuation) by greater than 15% of the Holiday Price, then an additional invoice can be issued by the Company. Should the Client decide to cancel because of this, the Client must exercise the right to do so within 14 days from the issue date printed on the surcharge invoice.

The Supplier reserves the right to add charges for example, but not limited to, the following items; damage to the property or its contents, damage to land, buildings or other structures, damage to any other items belonging to the supplier, damage to swimming pools or other facilities provided by the supplier as part of the accommodation.

## 4. Client's Risks, Insurance and Obligations

It is the Client's obligation to have adequate travel insurance and to provide evidence of the insurance upon a request by Escape to Tuscany. In addition, the Client is responsible for ensuring that the accommodation is suitable for their requirements. The Supplier reserves the right to refuse to accept bookings from Clients who are not adequately insured against holiday risks.

The amenities of the accommodation and grounds (including but not limited to the swimming pools) are to be used entirely at the client's or user's risk, and the supplier cannot accept any responsibility for injury to the client, his party or any third party. Further the supplier cannot accept any responsibility for loss or damage to the client's, his party's, visitor's or any third parties baggage, belongings or vehicles.

The client is obliged to ensure that they keep the accommodation in good condition and repair, leave the accommodation in the same condition as it was provided at the beginning of the letting period, to ensure no damage occurs to the accommodation or its fixtures and fittings and if any damage is discovered (as determined by Escape to Tuscany or their agents) then the Client will be responsible for the replacement value of the damaged items.

## 5. Cancellation by the Supplier

The Supplier shall have the right to cancel a Client's holiday but only in the following circumstances and on the following terms:

- i. At any time owing to Force Majeure, in which case the Supplier shall offer, at its sole discretion to partially refund monies paid by the Client in respect of the arrangements showing on the Supplier's confirmation invoice in the event that the clients insurance does not cover this event.
- ii. At the due date if the Client has failed to pay the full balance of the holiday price in accordance with Booking Condition No. 2, in which case cancellation charges as per Booking Condition No.8 will apply.
- iii. At any time, but not for trivial reasons, should the Supplier so decide, in which case the Supplier shall make an offer or refund as mentioned in paragraph (a) above.

Provided that the Supplier complies with this Booking Condition, the Supplier will not be liable for any breach of contract that may arise as a result of inconvenience suffered.

## 6. Alteration by the Client

- a) Changes requested within 42 days of arrival at the villa will be subject to cancellation charges as set out in Booking Condition No.8.
- b) If a Client chooses to change their booking by transferring it to another person, the Supplier will arrange for such a transfer provide that;
  - i) The Client or the transferee, pays any balance due before the transfer is authorised by us and;
  - ii) The transferee meets all conditions of the original booking and signs a booking form

If a Client chooses to modify the arrangements after commencement of the holiday i.e. change the duration of the stay, they will be deemed to be breaking the contract with the Company. The Supplier cannot therefore accept liability for any loss, damage or additional expenses and no refunds for unutilised services or arrangements will be made

## 7. Alteration by the Supplier

The arrangements featured in the brochure and on the website are subject to occasional amendments. In the majority of cases such changes would be considered by the Supplier to be minor, in which case the Supplier shall have absolute discretion as to whether the Client is or is not notified.

If a change the Supplier considers major becomes necessary, the Supplier will inform the Client as soon as is reasonably possible if there is time before arrival at the villa. The Client then has the option to cancel the holiday. If the Client cancels the holiday, the Supplier will refund all the monies paid. A major change to the holiday arrangements might involve a change of date by the Company.

## 8. Cancellation by the Client

All cancellations by the Client must be in writing from the person who signed the booking form, either by recorded delivery, facsimile (followed by a hard copy) or email. It is the Clients responsibility to ensure the Supplier has received the cancellation advice on the due date. Cancellation applies only from the date of receipt by the Supplier of cancellation notification. A cancellation is deemed to have been received by Escape to Tuscany either on the day of receipt in respect of a letter or, if by email or fax on the day if received before 5.00pm (GMT) or on the subsequent day if received after 5.00pm (GMT).

If a Client wishes to change or part cancel the holiday, we will endeavour to secure such a change and the Client will pay all costs incurred by us. If the supplier is able to resell all or part of the booking the supplier will refund any monies recovered minus reasonable costs to the client.

If the cancellation notification is received 48 days or more before departure date, only the holiday deposit is forfeit. Within the period the following percentage of the total holiday price will be payable as a cancellation charge by the Client:

Between 42-48 days	60%
Between 27 -15 days	80%
Between 14 and the departure day or later	100%

The above cancellation charges include any deposit already paid and represent the best possible estimate by the Supplier of the likely losses as a result of your cancellation. They shall also apply to bookings that are foreshortened after they have been booked. In the event of a cancellation charge arising under this clause the amount due must be paid by the Client to the Supplier within 7 days of the charge arising, not withstanding the fact that the Client's holiday insurance policy may cover the cancellation charge. It is the Client's responsibility to claim any insurance monies due as the Supplier cannot claim on behalf of the Client.

## 9. Liability of the Supplier

- a) The Supplier accepts responsibility for ensuring the holiday which the Client books with us is supplied as described in the brochure and on this website. If any part is not provided as contracted, we will pay the Client the appropriate compensation if this has affected the enjoyment of the holiday, unless there has been no fault on our part or that of our suppliers. We do not accept liability for any disappointment which the Client may feel as a result of unrealistic expectations. We do limit the level of our liability to a refund of twice the cost of the holiday. The limit does not apply to personal injury, illness or death which is a result of Escape to Tuscany's negligence.
- b) The Supplier is only liable for death, bodily injury or illness arising as a direct result of the negligent acts or omissions of its employees, agents or servants, subcontractors and suppliers acting in the course of their employment and on the Supplier's business.
- c) Any claim pursuant to (a) and (b) above, must be notified to the Supplier within three months of return from holiday and shall be subject to English Law. The Client must assign to the Supplier all rights against any party to the claim and must give the Supplier and its insurers full assistance in claiming against such party.
- d) If any Client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of services provided by the Company. In the event of a claim arising against a third party, the client agrees to inform the Supplier of the progress of proceedings against the third party.
- e) Our liability in all cases will be limited where possible in accordance with the relevant international conventions.

In the event the Supplier has to invoke cancellation due to bad behaviour the companies liability and responsibility to the client is terminated.

## 10. Dispute

- a) Any dispute or complaint which Clients may have concerning their holiday arrangements, must be reported in writing to the Supplier's local representative, local agent or where neither are available to the Supplier's London office within 48 hours of the complaint of dissatisfaction arising. Where a local representative of agent is available, Clients will be required to submit a written report in which full details of the complaint must be given. All complaints which cannot be satisfactorily resolved at the accommodation must be then reported in writing to the Supplier's London office within 28 days of the Client's return from holiday. If a client fails to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify any complaint whilst Clients were in the accommodation and this may affect a Clients rights under this contract.
- b) This contract shall be governed in all respects by the laws of England and both parties shall irrevocably submit to the jurisdiction of English courts at all times.

We reserve the right in our absolute discretion to terminate or curtail your holiday if your behaviour is likely, in our opinion or that of our agents or suppliers to cause distress, damage, annoyance and danger to our employees or to any third party, their property or the accommodation. If you are prevented from travelling or have to return home early for this reason, we will have no further responsibility for your holiday, including any arrangements for your return home. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs which may incur as a result of having to make alternative arrangements.

## 11. General

The facilities, local prices and amenities mentioned and illustrated (by photographs) on the website and in the Supplier brochures are shown in good faith as generally being available at the time of publication.

Should local prices vary, or facilities not be available at certain times as a result of weather conditions, mechanical failure etc. the Supplier cannot accept responsibility. We will however endeavour to have any problem attended to within the shortest possible time.

Should any clause in these terms and conditions be deemed unenforceable by a Court then that clause can be severed from the agreement and all remaining clauses are held to be valid.