

SEAFORDE

Standard Terms & Conditions

1) THE PROPERTY

- a) This document describes the terms and conditions to which you agree to be bound by signing the Holiday Let Agreement with the Company for a stay at the one of the following Properties (“the/our Property/Properties”):
- | | |
|----------|---|
| Spain | Villa Del Gato, Calle Eucaliptos 510/4, Urb. El Rosario, 29604 Marbella, Málaga, Spain |
| Tuscany | Villa Macario, Località A Capo, Viale della Chiesa, San Macario in Monte, 55100 Lucca (LU), Italy |
| Cornwall | St Petroc, Highcliffe, Polzeath, Cornwall PL27 6TN, England |

2) PROCUREMENT & RENTAL

- a) In consideration of payment to it of the Total Price (Cornwall only: payment of the Procurement Fee to the Company, and the Rent to the Owner) and the Cleaning Fee, the Company procures to deliver the services described in this agreement, including:
- the agency services, publicity and other means through which:
 - potential guests are made aware of the Property as a holiday rental property,
 - negotiations leading to the signature of this agreement by the Party Leader are concluded,
 - payment of the fee to the Company are made, and
 - on-going liaison with the Party Leader, and actions by the Company (and its representatives) and you are continued before, during and after the period of the tenancy to ensure that the services offered in this agreement, and compliance with these Terms and Conditions, are delivered;
 - the exclusive use of the Property to the Party Leader and his/her group for the period of the stay stated in the Booking Form.

3) BOOKING

- a) We accept provisional bookings by telephone, post, website enquiries or email and will make an initial offer based on availability.
- b) To confirm the booking, we will require you to:
- sign the Booking Form (*Spain only*: and the Residents’ Charter) and return them to us; and
 - pay the Reservation Deposit, or make payment in full (including the Security Deposit), as appropriate (as detailed below).
- c) Until both 3) a) i and ii) have been done, we cannot hold the Property for you, and advise you not to make travel commitments.

4) PAYMENT, BREAKAGES AND DAMAGES

- a) If the booking is made more than 8 weeks in advance, we require:
- a non-refundable Reservation Deposit as set out in the Booking Form at the time of booking;
 - the balance of the Total Price to be paid not later than 8 weeks before the start of your tenancy; if the balance of the Total Price is not paid before this date, we will have the right to cancel your stay at the Property and, in these circumstances, the ‘cancellation by you’ terms of this agreement will apply.
- b) If the booking is made fewer than 8 weeks in advance, we require:
- full payment of the Total Price and Security Deposit at the time of booking.
- c) For all stays we require:
- a Security Deposit comprising the greater of 25% of the Total Price and €500 (Cornwall: £300) or another amount as the parties may agree, to be paid 8 weeks before the start of your stay (or on signature of this agreement, if later), or in the case of bookings made through third party sites the amount thereon stated (if different). This is to be applied towards utility costs, Property Manager’s charges, cleaning, laundry, damages, breakages, any extra services provided during your stay at the Property and any other costs or charges provided for in this agreement, or reasonably incurred by us in connection with your stay at the Property. We expect to return the Security Deposit, minus costs incurred, within 30 days of your contracted departure date, given your reasonable co-operation with finalising the account.
 - Details of your credit card (Mastercard or Visa only) to which you hereby authorise us to charge any amounts payable under this agreement that have not otherwise been paid by the due date by other methods.
- d) For the avoidance of doubt, the sanction to make deductions from the Security Deposit do not amount to our sole method of recovering costs from you, in the event of payments becoming due under the terms of this agreement. If this does not enable us to recover amounts due, we will require you to make payments to us by other means, and the amount recoverable is not limited to the amount of the Security Deposit.

SEAFORDE HOLIDAYS
managed by

Seaforde Limited, St Petroc, Highcliffe, Polzeath, Cornwall PL27 6TN UK (Registered Office)

Tel: +44 161 870 6892 e: info@mystays.net www.mystays.net

Registered in England Company Number 2797977 VAT Registration No GB626420950

- e) To maintain standards, all breakages and damages arising during your stay at the Property will be replaced/repaired and charged on an 'as new' basis. By signing this agreement you agree to use all reasonable endeavours to preserve and protect the condition of the Property, its equipment and its contents during your stay and authorise us to charge the full replacement/repair cost of any items broken or damaged during your stay at the Property regardless of how these may have arisen, where the breakages, damages etc. occur, to whom what is broken or damaged belongs and whether the breakages, damages etc. are caused by the Party Leader, other guests or third parties. The contents of the Property are listed on the Inventory, which will be kept at the Property, which you may check with the Property Manager (or other member of our staff) on arrival.
- f) The Property will be in a clean, tidy and well-maintained state when you arrive (though please note that our temporary chalet in Cornwall is simple and may show signs of damp and other defects, particularly in winter and during and after wet weather). Although in some circumstances we may be providing you with maid service, it is your and your party's responsibility to keep the Property in a clean, tidy and well-maintained state throughout your stay, including on departure (kitchen, washing-up, all waste properly bagged in purpose-made rubbish bags and taken away, etc. included), and, bed-linen and towels aside, to return it to us in the condition in which it was at your check-in. If the Property has not been left in an acceptable state, the Property Manager at his/her discretion may add a surcharge for additional cleaning and maintenance.
- g) Our experience as holiday-let managers is that guests often wish to re-position beds and furniture, to their personal preferences. We are happy to allow beds, sofas, occasional tables and chairs to be moved, provided you replace them all in their original positions before you leave the Property. Failing this, we will charge you additionally for time incurred to replace them. However, please do not move other pieces of furniture, nor the pianos that are at each of our properties (including the Bösendorfer in Spain). If we find that these items have been moved, our staff will notify us, and we will ask you to return them to their original position. If a piano has been moved, we will have to have it re-tuned and will re-charge the costs (including for any damage that may have been incurred).
- h) Unless made through third party agencies (including on-line services) our preferred method of payment is by bank transfer to our account, details of which we will give you as part of the process of confirming your booking. We will pass on to you (at cost, and with no additional charge) all of the fees we are charged by our bank to our own account, all charges made by your bank and/or other banks involved in the process of remitting funds from you to us (and from us back to you) that result in a deduction from the total amount due to us as stated on the Booking Form. If you remit funds to us other than in euros (Cornwall: sterling), we accept no responsibility for the exchange rates charged by either our or your banks. We advise you strongly to have your bank change funds into euros (Cornwall: sterling) before sending them to us, and to check that your bank will receive back funds into your account in euros (Cornwall: sterling), when we return the balance of the Security Deposit. If we receive funds in a currency other than euros (Cornwall: sterling), we will use the exchange rate published by www.currency-club.co.uk or given to us by Lloyds Bank as applicable for the relevant transaction as the rate to translate into euros (Cornwall: sterling), or a similar currency calculation service if these not available. Although our normal policy is to return funds in the euros (Cornwall: sterling), we will use the same services for reconversion to a currency of your choice, should this be applicable for the return of the Security Deposit.
- i) Currencies: unless a £ sterling price is shown, throughout this agreement, for Cornwall all amounts shown in € euros are priced at the same number of £ sterling as the € euro prices shown (i.e. if €1 is payable, for Cornwall £1 is payable). The € euro prices apply to Tuscany and Spain. If the Total Price for Tuscany or Spain has been agreed as a £ sterling amount, the prices for any services not included in the Total Price will be charged in € euros.
- 5) ACCURACY OF PROPERTY DESCRIPTIONS AND PICTURES**
- a) We take great care to provide accurate information on the Property and general area in which it is located, but we do not accept any liability if (as inevitably will be the case) there have been changes to the Property or other matters covered by the websites, photographs, videos and descriptions provided, whether in print, digital or any other format.
- 6) SERVICES INCLUDED**
- a) In addition to the letting you the Property and its contents, we provide the following services (this is not an exhaustive list):
- i) If the Total Price is more than €2,999 per week (pro rata, Cornwall £500 per week) Check-in and Check-out Inspection by the Property Manager (or representative) is included; otherwise €75 per stay.
 - ii) Bedding, linen and towels for the number of persons staying as specified on the Booking Form. NB As is normal for this location, we do not provide bed-linen and towels in Cornwall, unless arranged in advance with you.
 - iii) Sufficient loo rolls, kitchen paper and soap for all facilities at the start of your stay (thereafter your responsibility).
 - iv) TVs and DVD players are available at all the Properties. A 250+ DVD library is available in Tuscany – at the other two Properties, there are small collections. Due to restrictions (e.g. by UK Sky TV) international TV services by satellite to Spain and Tuscany are limited.
 - v) Golf library (Spain only) and other guide books (for reference use) are not to be removed from the house on sightseeing trips, please; there are also general reading libraries at each house.
 - vi) Glasses, cutlery, dining tables and chairs for the maximum number of beds specified on our website www.mystays.net, – additional visitors may be catered for but you may have to move tables/chairs to do this, and double up on glasses, cutlery, etc.. NB we no longer provide stemmed wine glasses, and instead provide water glasses, tumbler wine glasses and tumbler shot glasses. If required, you may purchase stemmed wine glasses at low cost in local supermarkets. Hence, you may find that on arrival you 'inherit' some stemmed glasses from previous guests. This policy is the result of our experience of breakages –

for health & safety, as well as dishwasher (not cost) purposes – we are persuaded that, for holidays, they are better done without. We also supply plastic ‘glasses’ for use outdoors.

- vii) Outside dining facilities, garden tables, chairs etc as notified on our website and/or described in the Guest Information Pack.
- viii) Gardener service: our gardeners normally come at least once a week (although sometimes less frequent, according to season, weather and gardeners’ holidays) – it is essential that our gardeners are allowed to do their job: please do not tell them to go away; otherwise it would be impossible for us to present the garden to incoming guests in good order (though please understand that, especially in the extreme climates of Tuscany and Spain, this is not always possible).
- ix) Pool service once a week (Cornwall excepted: there is one huge pool there, beyond our jurisdiction!).
- x) Jacuzzi service (Spain only) once per week. N.B. for reasons of personal hygiene, we require you to check and (if necessary) service the Jacuzzi yourself on a daily basis (it is not difficult to do), especially in case of hot weather or frequent use, both of which result in the need for cleaning and topping up with chemicals and also strictly to observe the rules set out elsewhere in our documentation (Guest Information Pack included); if you wish not to do this, we can provide a technician service at an additional cost.
- xi) 24 hour telephone concierge service (if you have contracted a Full Service agreement made direct with us, and not via online portals). NB this does not include booking golf tee times during your stay. We are happy to do this for you in advance of your stay, but the generally the cheapest green fees may be obtained by you booking direct, on-line. For other agreements, our concierge service is available at €20 per hour.
- xii) Provision of our ‘Guest Information Pack’, which gives you important data about the Property including health & safety information, and our recommendations re local facilities and amenities. Please note that, by signing this agreement, you agree to comply with all requirements stated in the Guest Information Pack. If you disagree with any of these requirements, you must inform us in writing within the earlier of i) 7 days our sending you the Guest Information Pack and ii) the start of your tenancy (in the absence of which you will be deemed to have agreed to these requirements). If we are unable to resolve this disagreement with you within 7 days of our receiving written notice of your disagreement (or, if earlier, the date of the commencement of your stay), we will have the option to cancel this agreement, in which case the ‘Cancellation by us’ terms of this agreement will apply and be implemented. A copy of the Guest Information Pack will normally be mailed/e-mailed to you as part of the booking process. Please inform us immediately if you do not receive it at this point, or if you are unable to read all or part of it.
- xiii) We also provide you with our recommendations re services, restaurants, places to visit in draft copies of our publication “Sent from my iPhone”, available on-line (password required). Please copy the Guest Information Pack to members of your party, and make them aware of “Sent from my iPhone”. Please also note and inform them that these are the copyright of Beckenham Publishing Limited and Acacia Publishing Limited and may not be copied (other than to members of your party) nor published in any form whatsoever without our written agreement - this applies to both the text and the images they contain.

7) SERVICE FEE

- i) In addition to the Total Price, for Spain and Tuscany, for non-online-portal agreements, there is a Service Fee of minimum €500 per stay, which applies for each week, or part of week, for each stay. Accordingly, for a stay of 1-7 nights the fee is €500, for a stay of 8-14 nights the fee is €1,000, for a stay of 15-21 nights the fee is €1,500 (etc., etc., on the same basis, for longer stays).
- ii) This fee is to be paid in full and in cash to a member of our staff on arrival at the Property, before the keys are released to you.
- iii) This fee covers preparation of the Property (inside and outside) in advance of your stay, cleaning & laundry on departure for the number of different people staying at the villa stated on the Booking Form, and (for Full Service agreements) maid service for two hours per working weekday (Spain & Tuscany); these services are not included for bookings made using online portals, but may be arranged for such bookings in return for additional payments.
- iv) If the total number of different people staying overnight at the villa during the course of your stay is in excess of the Booking Form, additional cleaning and laundry charges will apply, as set out in this agreement.
- v) Our maid service is intended for the purposes of keeping the house clean and tidy, not for the purposes of providing a maid to clean all the dishes, make all the beds, etc. to a hotel standard. If you wish us to provide a full maid service, we will do so, and charge you at the same rates as stated in ‘Charges for Standard Services’ (see Appendix).
- vi) Maid service is possible in Cornwall, on request, by special arrangement. In Cornwall, there is a nominal “Cleaning Fee” of £100, payable in cash on arrival (unless included in the charges set out on portals through which payment is made to the portals and not to ourselves directly). This charge is imposed solely effectively to adjust the nightly rent for very short stays to enable us to charge a price for such stays that makes it worth our while to offer them.

8) CONTACT DETAILS

- a) William fforde: +44 161 870 6892
- b) Contact details for our staff at each Property are given in the Guest Information Pack and Accommodation Voucher.

OTHER TERMS & CONDITIONS

9) ACCOMMODATION VOUCHER

- a) The Accommodation Voucher is a tool in the form of an Excel spreadsheet, designed primarily:
 - i) in advance of your stay for you to communicate:
 - (1) the details of the people staying at the Property during your stay, and
 - (2) your instructions to us regarding the preparation of bedding at the Property;
 - ii) following your stay for us to account to you:
 - (1) for the Security Deposit, and
 - (2) the amount of the balance to be returned to you.
- b) We will email you an Accommodation Voucher after the Total Price and Security Deposit have been received, and before the commencement of your holiday. This mailing will include a note of any extras already agreed and confirmed at this point, together with the Property Manager's contact details.
- c) The Accommodation Voucher will not be issued unless and until you and all of your fellow guests (above the age of 18) have signed the Booking Form (Spain: and Residents' Charter) and returned them to us. You agree to enter passport details of all members (regardless of age) of your party on our Accommodation Voucher (an Excel spreadsheet) and supply us with all their passport signature page photos and home addresses (not required for Cornwall). Any changes, errors and omissions with regard to these details must be notified to us immediately.
- d) The Accommodation Voucher must be signed by you and handed over to the Property Manager (or other person designated by us) greeting you on check-in. Otherwise access to the Property may be denied. (This is because we need to be sure that it is you and your party who have arrived at the Property, and not someone who is pretending to be you – internet fraud has resulted in this happening at other holiday properties, and we are keen to protect both you and our security.) Signature of this agreement also confirms that you authorise us irrevocably to make any charges to your credit card or recover costs following the terms of this agreement, should the Security Deposit be insufficient to cover them.
- e) The Accommodation Voucher will also include the pro-forma final extras bill, which will be completed by the Property Manager and our staff after the Check-out Inspection. (Please note that this pro-forma, when first sent to you, is not intended as an estimate of the costs that will be shown on the final bill; i.e. it is only a pro-forma.) There will most probably be costs relating to your stay that will not be known, nor quantifiable, at the time of the Check-out Inspection. We will deduct these from the Security Deposit and/or (in the event of a shortfall) charge them to your credit card, or seek other means of payment, as soon as known, and an invoice will be mailed to you if you request one.

10) ARRIVAL, DEPARTURE AND FINAL BILL

- a) Your arrival and departure dates are those set out on the Booking Form.
- b) Our Properties are available from 4.00pm on the day of arrival and must be vacated by 9.30am on the day of departure. You must notify our Property Manager as to when you intend to arrive. We ask you to check the Property on first arrival with the Property Manager/Owner and ensure you fully understand how to operate its appliances, etc. (more details of which are given in the Guests' Information Pack). We cannot offer access to the Property if you arrive after 7pm, unless arranged in advance. The Guest Information Pack includes detailed directions to the Property. Please note that we do not recommend the use of GPS systems to find our properties, because they are unreliable for our particular addresses, nor will we be held responsible for delays in arrival due to the use of such equipment or otherwise. If you have chosen a Full Service agreement, we will meet and greet you at the airport, and if this is after 8pm there will be extra charges for this service, as noted below.
- c) You agree to vacate the Property by 9.30am on the day of departure. The Property Manager will come to the Property to make a Check-out Inspection. Should you wish to depart prior to 9.30am, please advise the Property Manager on arrival and, if necessary, arrange a different time for the Check-out Inspection. If you are not present at the Check-out Inspection you will have no right to query the final bill.
- d) Check-in after 8pm, and check-out before 8am, is not normally possible. However, should this be your requirement, we will do our best to accommodate it by special arrangement. The sooner you inform us of this possibility, the more likely it is that we will be able to come to an arrangement with you about it.
- e) 'Overstays' are by arrangement only and subject to availability. For us, these properties are our homes: we live in each of them for part of the year and let them for most of the rest. Un-contracted overstays are potentially disruptive to both our business and our personal life: hence our charges for such overstays are unashamedly draconian!

11) BBQs

- a) Please note that, except in Cornwall, we do not permit naked-flame-BBQs to be used at our Properties during summer months because of the extreme risk of fire (this is normally from June to September inclusive, and later if significant autumn rains have not yet fallen). Much though we enjoy BBQs ourselves and therefore understand their desirability for certain types of cooking and atmosphere, unfortunately (in addition to legal restrictions, with potentially severe penalties) this requirement is just plain good sense in rustic locations in Spain and Tuscany. During months when BBQs are not permitted, we provide electric alternatives whenever practicable.

12) CANCELLATION

- a) *Cancellation by you*
 - i) The Reservation Deposit is non-refundable.
 - ii) If you cancel within 8 weeks of the contracted start date of your holiday with us, regardless of the reason for cancellation no monies paid to us towards the Total Price are refundable and, if unpaid at the time of cancellation, the full amount of the Total Price (to the extent not already paid) remains payable and will be charged to your credit card if not paid within 30 days of cancellation. The Security Deposit (if already paid to us) will be refunded. If credit card payment arrangements are not in place, we will require you to pay by bank transfer or other methods.
 - iii) Cancellation by you must be in writing, signed by the signatory of the Booking Form. This will be acknowledged in writing by us.
- b) *Cancellation by us*
 - i) We reserve the right, in any circumstances, to cancel the booking and in such (most unlikely) event we will return all monies paid to us (except credit card and/or bank fees, and exchange differences if incurred).
 - ii) In the event of cancellation by us we accept no liability other than to refund your payments towards the Total Price and/or deposits. This means (amongst other things) that we do not accept any liability in connection with travel costs. For this reason, by signing this agreement, you confirm to us that either you have taken out insurance against this risk, or accept full liability for all such risks yourselves.
 - iii) In the event of cancellation by us, should you require such help, we will use our reasonable endeavours to find you as equivalent a property as reasonably possible in a nearby location to the Property. Please note that, if our prices have been significantly discounted, such alternative properties may not be available except at a higher rent: we accept no liability for any additional costs you may need to incur to rent a Property of equivalent facilities and qualities to those of our Properties.

13) EXTRAS

- a) We offer a variety of extra services, as set out and priced in the Appendix.

14) INSURANCE

- a) You are required to take appropriate and adequate holiday/travel insurance, to include cancellation by landlord cover, for all members of your party (please note our refund policy), and appropriate liability insurance to cover you against any damage to the Property. Signature of this agreement acts as confirmation that you have such cover, or that you will have taken out such cover before you pay the Reservation Deposit to us, or that you accept that you are liable for all such risks yourselves.
- b) Informatory note: EU citizens may obtain state medical assistance within the EU using the EHIC system – EHIC cards may be obtained via www.ehic.org.uk. Allow plenty of time in advance to obtain one.

15) PETS

- a) It is our normal policy not to accept pets on our Property (including pets of non-resident visitors to the Property). However, in exceptional circumstances in which we have given permission for pets to be allowed onto and in the Property, for which there may be an additional fee, you agree to ensure that you observe the best hygienic practice in connection with such pets, including removing all bodily waste, fouling, etc. from the Property promptly, and to make a thorough check and clean on a daily basis and immediately before departure. We reserve the right to charge for additional cleaning as a result of pets staying in, or non-resident visiting, the Property; such charges will be at the rates set out under Other Services in the Appendix.
- b) **Dogs**
- i) The following rules apply to dogs (and, only by special arrangement with us, over-rule and/or augment the terms of the Residents' Charter for Spain, which prohibits them completely):
- (1) Dogs should be kept under control and at all times not left unreasonably unattended (including in vehicles whether on or nearby the Property);
 - (2) Dogs must be kept out of all bedrooms, bathrooms and kitchens, nor may they be permitted to go onto furniture nor in swimming pools (nor the Jacuzzi - Spain); in addition they must be provided with appropriate bedding, food and water bowls and must have their own towels provided by you - our towels, cloths, linen, etc. must not be used on them;
 - (3) Bedding and sleeping arrangements and locations for dogs are to be agreed with our staff (taking into account the number of people in your party, and the season);
 - (4) Any fouling of areas within the Property or its balconies and terraces (including swimming pool, decked areas and the jacuzzi in Spain) must be notified to our staff, who will arrange for it to be cleaned professionally, and the cost (including our own staff time incurred in making such arrangements) will be charged to you;
- ii) The following breeds of dog are prohibited from entering our Properties (even if muzzled, as required by the UK's Dangerous Dogs Act 1991 which we apply to all Properties): Pit Bull Terriers, Japanese Tosas, Dogo Argentinos and Fila Brasileiros; any other breed of dogs thus prohibited by UK and, in addition, by Italian or Spanish legislation (for Tuscany and Spain, respectively).
- c) Please note that all the Properties are in rural locations, and although we do our reasonable best (according to the circumstances) to prevent other pets and animals from entering the Properties, we accept no liability for any problems caused by such animals. For your information, in the case of dogs and cats, there are regular visits from local feline and canine residents at all the Properties, and there is little that we can do to prevent this. In Tuscany we have resident cats, as this is the only way to combat mice in such a rustic location; if you wish us to re-house these cats for the duration of your stay, please give us (if possible) one full month's notice before the day of your arrival and we will charge you the full cost of re-housing the cats for the duration of your stay. If less than one month's notice is given to us to rehouse the cats, we will do our best to re-house them, but it may not be possible.

16) PROBLEMS

- a) Details of the Property, equipment, local facilities and important Health & Safety issues are given in our Guest Information Pack. The information given in this document is supplemental to that given in this agreement and you agree to have read, agree, observe and/or comply with (as appropriate) its requirements and contents during your stay at the Property.
- b) If problems arise from deficiencies in our facilities that are not of your own making, there is no charge for time reasonably incurred by our staff in effecting appropriate remedial work within office hours (9am-5pm local time on working weekdays). If you ask us to effect appropriate remedial work outside these hours, we will charge you using the same tariff as applies in the next paragraph.
- c) It is our experience that most problems that have occurred during our previous guests' stays arose due to their either not being familiar with the Property in which they are staying (or its plant and equipment), or not having read the relevant section of the Guests' Information Pack. Of course, our staff are available to help with any problems that arise, but in recent years the majority of such problems have been 'self-inflicted', so we have had to include a scale of extra charges to cover such situations, as detailed in the Appendix.
- d) Please note that we will also make these charges if you incur our staff's time in connection with a subject covered by our Guest Information Pack, and/or explained to you by our staff at check-in. We will also charge you in the same way, if, after your stay, we find that we need to incur staff or support team to deal with an issue that has arisen during your stay. (To give an example: we specifically ask guests not to unplug or in any way change the configuration of our TV equipment; yet we have found that this request has often been ignored, resulting in our having to pay our electricians to re-set the equipment. This is sometimes not discovered until after guests have departed.) It is not unreasonable for us to pass the cost onto the guest responsible – often it turns out that our younger guests have made 'adjustments'; please try to ensure that things like this do not happen, because it can spoil the enjoyment of subsequent guests, whilst costing you money.
- e) Extreme (generally electrical) storms are an occasional feature of both Tuscany and Southern Spain (and, rarely, in Cornwall). These can result in a loss in supply of utilities and services. This is part of life in the Mediterranean world (and exceptional in Cornwall): we accept no liability in relation to their consequences on your stay with us - it is possible, at the very least, that you may be inconvenienced by a lack of electricity. Water shortages are also a regular feature of life in Tuscany, and sometimes the supply is cut off completely, whilst in Spain there are often reductions in water pressure, and occasionally the supply is temporarily interrupted. We will assist you by telephone with regard to restoration of electricity (and/or other services), and advise you as to how to re-set fuses, switches, etc. and do our reasonable best to assist in cases of water shortages. However, if our staff or support team need to come to the Property out of office hours in such circumstances, we will charge you at the rates shown under Other Services in the Appendix. Otherwise, you may have to enjoy an element of 'community spirit' and wait until the next working day. Please also note that in Italy (and less so in Spain) most businesses close for all or part of August, which means that there are often delays beyond our control in making technical repairs. Like it or not, this is part of life in these locations, and we accept no responsibility for problems, inconveniences, delays or any other issues arising as a result of them.
- f) We permit large parties (i.e. more than 8 different people staying during the Period of Holiday Rental) to stay at all of our Properties, but it is important to note that, particularly when the Properties are used by more people than they were originally designed for, allowances must be made regarding the adequacy and performance of the facilities within each Property. For example, hot water systems are not designed for constant use by a large number of people and will not support such use. We

accept no liability in such circumstances. See also re the use of plumbing under 18) below. Additional charges for large parties are as published online or as otherwise agreed, in the absence of which they will be the percentages of the Total Price detailed in the Appendix.

17) RURAL LOCATIONS AND CONDITIONS

- a) The Properties, especially in Tuscany, are in rural locations: it is normal occasionally to experience water and power shortages, although generally only in extreme weather conditions. To minimise such disruptions, the owner has sunk a borehole and installed reserve tanks in Tuscany and installed reserve tanks in Spain, but we cannot promise a guaranteed supply at either Property.
- b) The Properties in Tuscany and Cornwall are reached by un-metalled roads more suited to 4x4s than low-slung sports cars etc.; all vehicles should only be driven there with extreme care. However, especially since we concreted part of the road a few years ago, the majority of our guests in Tuscany have used 2-wheel-drive hire cars without problems. We accept no liability for any damage to motor vehicles at our Properties. The driving times stated on our website are approximate.
- c) Those who are not prepared to risk occasional variations from the norms of life away from rustic, or run-down, locations may prefer to stay in more urban hotel accommodation. The particularly rustic nature of the Property in Tuscany means that, as is not unusual for such properties, it is impossible to remove all insects, etc. from the house: no sooner has it been cleaned, than they will return. If such factors are not to your preference, please do not to sign this agreement, unless prepared to accept exceptions to non-rustic-etc life.
- d) The Property in Cornwall is simple. As one should expect for such a property near to the ocean, there are times (even in summer) when one can sense the damp: if you are looking for a Cornish holiday in a modern house, we suggest that you think twice before signing this agreement.

18) SAFETY, PLUMBING AND CHILDREN'S EQUIPMENT

- a) You agree that, during your stay at the Property, you will adhere to best practices and all applicable regulations, safety advice and guidelines regarding Health & Safety as are applicable to the Property, its equipment and its contents. More details are provided in the Guests' Information Pack. In particular, please note the position of fire extinguishers and exits from the house, in case of fire.
- b) Please take great care with all electric, gas and oil-fired equipment and all inflammatory materials: do not throw any paper or other combustible materials into fireplaces (these are operational during winter months in Tuscany and Spain). This is particularly important outdoors as well as indoors, especially during summer months. Please note that, especially during summer months in Spain and Tuscany, our plumbing systems may give rise to odours (as is not uncommon with Mediterranean systems): our local staff will explain how to deal with this and there is more information about it in the Guest Information Pack.
- c) Please do not flush anything other than toilet paper down our systems. No 'feminine' or baby products should be flushed at any time. If our drainage and septic systems are found to have been rendered unserviceable, whether as a result of the flushing of feminine or baby products or for any other reason, we will re-charge all costs we incur to remedy the problem and any lost income, including all costs (including re-housing subsequent guests) should the Property become uninhabitable as a result of your failure to adhere to this policy. Such costs would be considerable. We will also charge an administration fee of €100 per day for the period of your stay that the Property is uninhabitable, and full price as advertised on VRBO for the period after the end of your tenancy until the problems have been satisfactorily resolved; should we need to rehouse subsequent guests, we will also charge you the full cost of re-housing them, plus a 10% administration fee.
- d) Specific concerns regarding children's safety and equipment should be discussed directly with us before your stay at the Property. Equipment supplied by us for infants and children are used at your and their risk. For sanitary reasons we do not supply bedding for cots, but can arrange for it to be purchased at your expense.

19) SWIMMING POOLS & JACUZZI

- a) The swimming pools (Tuscany and Spain only) are generally open between May 15th and September 30th (Spain) and September 15th (Tuscany) although this may vary according to the weather (especially in Tuscany where the pool may have to be opened later and/or closed earlier). The pool in Spain may be used at other times of the year, when it may also be heated (on request and at your expense – considerable; N.B. the air-conditioning may not work when the pool is being heated). In Tuscany, use of the air-conditioning system heats the pool, but as a bi-product only. The Jacuzzi (Spain only) is available all year round, by arrangement (for which we require at least 5 days' notice).
- b) Use of our swimming pools and Jacuzzi is strictly at your own risk and should be supervised at all times - please note that although the pool in Spain is enclosed, accessible via gates, it is close to the verandah, terrace and the main floor of the villa; the pool in Tuscany is protected by fences, walls, gates and shrubs – both pools could be accessed by a person determined to reach them, but with some difficulty. We accept no liability whatsoever for any damages, injuries or any other problems which may arise in connection with use of the pool (and/or Jacuzzi) at the Property. In Cornwall we have a very large 'pool', aka The Atlantic Ocean, in places fronted by high cliffs. Please take great care, especially with children and teenagers, in all these areas and respect the notices and instructions of lifeguards and the authorities. Access to the sea, cliffs and beaches is at your own risk.
- c) More detailed information and requirements regarding our pools and Jacuzzi is given in the Guest Information Pack for each Property.

20) UNACCEPTABLE BEHAVIOUR, EXCLUSION, SECURITY & PRIVACY

- a) The Party Leader is responsible for the decent and moral behaviour of the party. If, in the opinion of the Property Manager or Owner, the party, or members of it, behave in a manner that is not acceptable (which (Spain only) includes, but is not limited to, breach of the Residents' Charter – see below), we have the right to require you to vacate the Property immediately, in which circumstances no amounts paid towards the Total Price will be refundable, the Security Deposit will be forfeit in full and all other financial arrangements will remain as herein (including charges for expenses, which will be made in addition to the forfeiture of the Security Deposit) and, should it in our opinion be necessary, there will be extra cleaning, etc. charges as set out in the Appendix.
- b) If, in the opinion of the Property Manager, the party or members of it, behave in a manner that is not acceptable, though not so unacceptable as to require your exclusion from the Property or if the Property (or parts of it, including its equipment) is/are left in an unacceptable condition, then the Security Deposit will be forfeit in full and all other financial arrangements will remain as herein (including charges for expenses, which will be made in addition to the forfeiture of the Security Deposit) and, should it in our opinion be appropriate, we will charge extra time for restoring and/or cleaning the Property so as to restore it to the condition on your arrival at the rates set out in the Appendix. This will include circumstances where our maid, caretaker or Property Manager can foresee, based on their assessment of the condition of the Property in the days running up to your departure, that additional cleaning/tidying time will be needed to be incurred in advance of your departure date to enable the Property to be restored to the state in which it was presented to you on arrival within the 6 hours available for changeover between tenants.
- c) In the interests of our guests and neighbours (especially in Spain and Cornwall, where other houses are nearby), signature of this agreements commits you and all members of your party (and any persons temporarily visiting the Property by arrangement with you) to sign (Spain only) a copy, and abide (all Properties) within the terms, of any applicable local Residents' Charter, or other published material, which explains the standards of behaviour expected of you and your party, while you and they are temporary member(s) of the local community; you also agree to behave in compliance with all laws and regulations (including those made by local communities). If we receive a complaint alleging a breach of the applicable residents' charter (or other similar rubric, or laws or regulations), we will inform you of this. If we receive a second such complaint, your Security Deposit will be forfeit immediately and we will enforce the exclusion process referred to in the previous paragraph forthwith. (Please note that we market our properties as places for peaceful enjoyment: if your holiday plans envisage, in particular, a lot of noise especially outside reasonable hours, our Properties are not appropriate for you and we suggest that you do not sign this agreement.)

- d) If we discover that you have dealt with us under false pretence, or using any other form of deception, you will immediately forfeit all payments made to us, including all amounts paid towards the Total Price and the Security Deposit, you will not be permitted to check in and your stay with us will be cancelled with immediate effect, with no liability whatsoever on our part to you. If we make such a discovery during the course of your stay, we will enforce the exclusion process (as described above) on you. If appropriate (or required by law) we will inform the relevant authorities of the circumstances. This includes allowing persons other than those listed on the Accommodation Voucher to stay overnight at the Property, in which case we will be entitled, at our sole discretion, to enforce the exclusion process and made additional charges per person per night, as set out in the Appendix.
- e) if you leave the Property at any time, you must always properly shut, (Tuscany: bar) and lock all windows and doors, arm the alarm and close the garage door (and in Spain: the entrance gates). We will seek full reimbursement of all costs, expenses and time incurred from guests in the event of any loss and/or damage arising from such an omission. As with other damages, such reimbursement will be on a replacement as new basis.
- f) Privacy is an important issue to us: signature of the Booking Form grants you the right to occupy and enjoy our Property for the duration of your stay; however it does not grant you the right to publicise our Property and possessions. You agree not to do anything (use of any form of social media included) which publicises our Property, its location or our possessions before after or during your stay.

21) USE OF THE PROPERTY

- a) Our Properties are normally made available to guests for holiday use.
- b) If the Property is to be used by you for another purpose (weddings, and parties involving more than 20 guests included), you must disclose to us before signing this agreement for what purpose your use of the Property will be. We reserve the right to cancel, or, post-commencement of your stay, exclude you (as per Unacceptable Behaviour and Exclusion) from the Property if we reasonably determine that your use of the Property is not for the purpose previously given (if not for a holiday).
- c) Specifically, use of the Property for the purposes of a film, photography, audio, artistic or creation of any other media (whether for commercial, amateur or any other purpose) is prohibited without prior special arrangement with us.
- d) Unless such special arrangements have been made with us beforehand, we expressly prohibit the publication in any form of any films, photography, art or other media (except for purely social use in social media contexts, and not identifying our Property, its location or our possessions) made on, or showing any part of our, Properties.
- e) Such prohibition includes the creation of pornography, portraying and/or representing any material, which is either defamatory or involves the depiction, description and/or any other form of representation of any unlawful or immoral act.

22) UTILITY CHARGES

- a) At all Properties we charge for electricity (based on meter readings at the start and end of your stay at prevailing marginal tariffs plus a pro rata apportionment of standing charges and (in Spain) a contribution to our local community charges) and telephone calls at cost. However, our electricity charges are limited to the excess over an allowance as stated in Appendix i) d) i). The allowance is designed to cover fair use for a group of 8 people, excluding the cost of jacuzzi (Spain only), air-conditioning (Tuscany & Spain) and electric heating (Spain only), although ultimately the amount of electricity consumed will depend on your use of the Property. Although our Properties in Spain and Tuscany both use solar energy, the electricity cost may seem rather high, especially when the air-conditioning is used (and/or the pool is heated – Spain only); this also takes into account the fact that in Spain the Property has several hi-tech installations, as may be expected of a luxury villa. *Please note that our a/c systems are slow-feed eco-systems which only work efficiently if switched on permanently (i.e. not just for a couple of hours to cool rooms for the night – this will not work, especially in Tuscany).*
- b) Please note that in Spain the electricity charge will include the cost of heating the Jacuzzi, which (if the Property is not occupied with the jacuzzi operational immediately previously) means that we will read the meter approximately 3 days before your arrival, and use that reading as your start reading so as to cover the cost of the electricity to heat the Jacuzzi up to operating temperature. If our staff need to make a special visit to the Property to switch on the Jacuzzi we will charge you the cost of our staff making this visit, at our normal charging rates set out in these Terms & Conditions.
- c) We will account to you for these costs, and how they are made up, after your stay. If you would like to see the meters to check readings, please ask our local staff at the time of arrival and departure, and, if you are not being checked-in or out by our staff, inform us in advance so that we can have a member of our team present. If you do not make such arrangements, our readings will apply (which will also be the case when we turn on the jacuzzi to heat it in advance of your stay).

23) REVIEWS AND COMMENTS

- a) It has become commonplace for reviews of the suitability of both properties and tenants to be published (particularly on-line) by landlords and tenants.
- b) We value your privacy and our own. Third party sites (and we) also value the accuracy of reviews published on third party sites. By signing this agreement, you agree not to publish a review without first obtaining our written agreement to do so and review its contents for accuracy. Likewise, we will not publish a review of you and/or your tenancy of the Property without your prior written agreement to do so and review its contents for accuracy.
- c) If there is disagreement as to proposed comments by either you or us, the matter will be resolved as under Disputes.

24) DISPUTES

- a) We agree to attempt to resolve any disputes arising from this agreement in an amicable and reasonable manner.
- b) Failing such resolution, we agree to defer such disputes for a 'cooling-off period' of 30 days, following notification in writing from one party to the other that in that party's opinion there has been a failure to resolve an issue.
- c) Failing resolution within 7 days of the end of the cooling-off period, we agree that either party may call upon the then President of The Institute of Chartered Accountants in England & Wales to appoint a suitably qualified expert to examine the issue, attempt to resolve it between the parties, failing which he will make his own determination, which will be binding on the parties (such determination to include a statement as to how his costs should be borne between the parties).

25) LIABILITY

- a) We accept no liability whatsoever, nor have any obligation to compensate you, for any damages or losses of any kind in respect of its use suffered by you and other resident or non-resident visitors during your stay at the Property.
- b) We accept no liability whatsoever for any damage or loss of any kind which you may incur as a result of any act or omission caused by any third party whilst on the Property or during any excursion, tour or other extra service, even if arranged through us.
- c) Extreme weather and other unforeseen circumstances may even result in cuts to services (e.g. no electricity, gas, phone or water). Although, subject to the terms of this agreement, we will make all reasonable efforts to restore the supply as soon as possible, we accept no liability whatsoever in connection with such events.
- d) These terms and conditions and the Booking Form comprise the contract between us, and supersede any statements (including advertisements or any other publicity made by or on behalf of the Company and Owner) which may have been made prior its signature.

26) JURISDICTION

- a) This agreement will be regulated under the laws of England.

APPENDIX

LIST OF CHARGES

1) CHARGES FOR STANDARD SERVICES

a) Airport Meet & Greet (Spain & Tuscany only)

- i) For Full Service agreements, meet & greet by our representative at the local airport or railway station is included. For Villa Only agreements, we charge €200 for this service. Please note that meet & greet does not include transfer to the Property, although our representative will assist you with the process of picking up your car rental vehicle or finding a taxi, lead you to the Property and carry as much luggage in their car (but at your risk) as is reasonably possible, should this be of assistance to you. We can provide transfer services by arrangement.

b) Laundry & cleaning charges

- i) **Spain & Tuscany:** The provision of one set of linen & towels per head, is included in the Total Price. We provide additional laundry and linen & towels at the following rates:
- (1) €15 per head for one standard set of linen & towels, plus €15 (double beds count as two, even with single occupancy).
 - (2) additional individual items of linen & towels used, and all tablecloths, napkins etc., will be charged at a standard tariff, details of which we will supply on request.
 - (3) for stays of more than one week (generally on Fridays, i.e. after approximately one week), or if a linen change is requested, we change linen & towels; for this we charge for time incurred by our maid to change linen, at €15 per hour (€20 per hour, weekends and public holidays) and, for its provision and laundry, at €15 per head (double beds count as two, even with single occupancy).

'Per head' is calculated by reference to the total number of different people who have stayed overnight at the Property during the course of your stay.

- ii) **Cornwall:** If linen is provided (by special arrangement), we charge £12 per person for one standard set of linen & towels, plus £15 (double beds count as two, even with single occupancy). Additional linen & towels used, and all tablecloths, napkins etc., will be charged at a standard tariff, details of which we will supply on request. We normally change linen & towels after approximately one week (generally on Fridays) and charge for each extra standard set at £12 per person, plus time incurred by our maid to change the linen, at £15 per hour (£20 per hour, weekends and public holidays). The same time rates apply if you ask us to make up the beds in advance of your arrival. In addition, we charge £65 for cleaning the Property after the end of your stay for all contracts where the Total Price is less than £500 per week (pro rata, for stays other than for one week). The linen and towels will left on the beds at the Property, unless, by arrangement, you request us to make up the beds, in which case we charge £3 (double), £2 (single) for this additional service.
- iii) **At all Properties:** we ask you to be careful not to use fake tan or other products which can damage towels and linen beyond our reasonable ability to clean them, in which case we will charge you for replacement as new – most of our towels and linen are Polo, Frette, Jonelle Egyptian or other up-market brands, and replacement will be at full prices.

c) Maid/cleaner service

- i) **Maid/cleaner:** in Spain & Tuscany we provide a maid/cleaner for 2 hours (Full Service agreements only) on each working weekday. For all other agreements the charge is €15 per cleaner hour (€20 per hour at weekends/public holidays/outside normal working hours) unless otherwise agreed. Any cleaning required in addition to this (at any of our Properties) is charged at €15 per hour (€20 per hour at weekends/public holidays/outside normal working hours), if requested. There is no maid service in Cornwall, except by special arrangement.

d) Utility charges

- i) Electricity is recharged according to usage (subject to allowances of €100pw, or pro rata for longer or shorter periods), using the following rates per unit:
- | | |
|--------------|---|
| (1) Spain | €0.523 |
| (2) Tuscany | €0.355 |
| (3) Cornwall | £0.2065 for the main meter and £0.0992 for the off peak meter |
- ii) These rates will be adjusted appropriately if there are significant changes to local rates between the date of this agreement and the time of your stay.
- iii) We will also recharge to you standing charges, on a daily basis, according to the number of days of your stay:
- | | |
|--------------|------------------------------------|
| (1) Spain | €0.00 |
| (2) Tuscany | €6.10 |
| (3) Cornwall | £0.2976 (total for the two meters) |
- iv) Unless otherwise agreed, we also charge for **Gas** in Tuscany at the rate of €40 per day (when heating is on – generally Oct-Mar) and €10 per day (when the heating is off), and water is charged (Spain & Tuscany) at €10 (summer) or €5 (winter) per day. In Cornwall, we charge for **Gas** at the rate of £4 per day (Oct-May) and £3 per day (Jun-Sep).

e) Bank charges

- i) All bank service fees, transfer charges and any other bank fees are payable by you. We will deduct such costs from the Security Deposit, and will return the balance of your Security Deposit on a recipient-pays-all-charges basis.
- f) These charges will normally be deducted from the Security Deposit or paid by credit card or other payment methods (as applicable).

2) EXTRA SERVICES & CHARGES

Please note that all the following costs apply to all agreements: these services are 'extras' and are only provided at guests' request, or if circumstances require them to be imposed (e.g. default of guest).

a) *Baby Equipment Hire*

- i) Cot: €35 per week (or part thereof) per unit
- ii) High chair: €25 per week (or part thereof) per unit
- iii) We agree that these charges may seem expensive and encourage you to bring your own portable baby equipment. The scale of the charges reflects not just the cost of the equipment, but also the administration time in making appropriate arrangements with our staff and staff time in keeping the equipment clean and/or travelling to purchase new equipment, and the additional work that inevitably seems to be required of our staff when our guests have included younger people.

b) *Cook Service*

- i) Our cooks charge on a cost per meal per head basis, normally ranging between €35 and €65 per head. We normally require 3 weeks notice for this service (which is much in demand), to avoid disappointment. More information on request and also on www.mystays.net. For Full Service agreements, two local home cooking evening meals per week (one for stays of four nights or less, two for stays of 5-7 nights, or similar periods not comprising full weeks) are included in the Total Price. (Drinks are excluded from these prices, but we can provide them by special arrangement.)

c) *Cultural Tours*

- i) Destinations at your choice, but could include:
 - (1) *Spain* – Gibraltar, Cádiz, Jerez, Sevilla, Ronda, Málaga, Córdoba, Jaen, Granada
 - (2) *Italy* – Lucca, Pisa, Florence, San Gimignano, Siena, The Italian Riviera, Cinque Terre and much more...
 - (3) *Cornwall* – Tate Gallery St Ives, The Eden Project, Lanhydrock and other National Trust houses/mansions, Land's End
- ii) All these destinations are (from the relevant Property) individually visitable in a day trip, though in Spain, for Sevilla, we would recommend an overnight stay, perhaps combined with a visit to Córdoba or Cádiz.
- iii) Prices are by individual quotation.

d) *Golf*

- i) We can arrange many different golf experiences - from rounds of golf at local courses, through lessons (Spain and Tuscany only) to full tuition weeks - all by quotation and arrangement well in advance. Please note that we do not arrange golf for guests at the time of their stay, but only do so in advance, and even then we advise you that the cheapest green fees are likely to be those available on-line (e.g. www.golf-service.com). Arrangement of golf is excluded from our concierge service.

e) *Laundry & Dry Cleaning service (for your own items)*

- i) The actual ticket price from the laundry plus €15 per hour for time incurred in charge for delivery and collection, counting, checking, laundry bags and paperwork, with a minimum charge of €20. Full daily laundry service: estimated at approx. €12 euros per day per person, but to be charged by quotation according to the service you require. We accept no responsibility for loss or damage in connection with any services provided.

f) *Shopping Service*

- i) The actual ticket price from the shop plus 20% and a €15 per hour charge for time incurred, with a minimum charge of €20. Shopping in advance of your stay will be purchased on the day of your arrival (unless a Sunday or Public Holiday), provided you give us your shopping list by email with 5 working days' notice. If items on your list are not available we will do our best to provide the nearest equivalent. See also Welcome Packs below.

g) *Taxi & Airport/Station Meet & Greet*

- i) To use our drivers, we need at least one week's notice, due to the fact that they are very much in demand, especially in peak seasons;
- ii) In peak seasons it may not be possible for us to provide these services, even with more than a week's notice.
- iii) We will supply quotes and details of our administration charge when agreeing a reservation.

h) *Welcome Packs*

- i) These comprise standard grocery shopping services in advance of your stay and are detailed at <http://www.mystays.net/welcomepacks>.

i) *Additional Food Shopping in the Fridge on Arrival*

- i) This may be provided, charging on the basis of the Shopping Service, as above.

The above charges will be deducted from the Security Deposit or paid by credit card (as applicable), unless paid by you direct to third parties (where applicable).

j) *Parties*

- i) Parties (defined as occasions when there will be in excess of 20 people at the Property, including those staying at the Property) may not be held at our Properties except by special arrangement with us.
- ii) There will be additional charges (minimum €500), depending on the nature of the party, which we will discuss with you. For all such parties, at least one member of our staff must be present at the Property for the entire duration of the party. The cost of this will be priced into the arrangements made for such a party.

k) *Rubbish/trash*

- i) It is your responsibility to remove all rubbish sacks on departure. If rubbish/trash is left behind on your departure, we will charge for its disposal at €20 per sack, to be charged against the Security Deposit.

3) **OTHER SERVICES AND STANDARD CHARGES**

Please note that the services which are mentioned above as 'extras' are only provided at tenants' request. We reserve the right to change the prices of extras according to changes in local economies, and will inform you accordingly.

- a) Unless as priced elsewhere in this agreement we will provide other services on request, in which case our charges will vary according to the services required and will include reimbursement of reasonable expenses that we incur.
- b) In any event, in the absence of any other agreement with you, we will charge the following standard hourly rates for the involvement of our staff, plus reimbursement of reasonable expenses:
 - i) Administrator/Owner €40 per hour (working weekdays 8.30am-5.30pm UK time); €50 per hour (all other times)
 - ii) Property Manager €30 per hour (working weekdays 8.30am-7pm local time); €40 per hour (all other times)
 - iii) Assistants/Cleaners €15 per hour (working weekdays 8.30am-7pm local time; Cornwall 8.30am – 5.30pm); €20 p/h (all other times)
- c) Higher rates may be chargeable in the event of problems caused by yourselves, as noted below
- d) These charges will be deducted from the Security Deposit, or if the Security Deposit is insufficient, payable by you (within 5 working days of our request for payment) by bank transfer to our account.

4) **CHARGES FOR CANCELLATION OF EXTRA SERVICES**

- a) Cancellation of Extra Services notified to us within fifteen days before the start of the rental period is subject to the following penalties:
 - i) Maid/cleaner service, €4.00 per hour requested;
 - ii) Cook service, €50.00 per meal requested, plus €5.00 per person per meal;
 - iii) Shopping, 100% of costs already incurred, as shown on the receipts; or
 - iv) The cancellation charges incurred with third parties, plus an administration fee of €10.
- b) Cancellation after the commencement of the rental period will be charged at 100% of the cost of the extras.
- c) Cancellation of arrangements made by us on your behalf with third parties will also be subject to the cancellation terms of those third parties, for which you accept full responsibility.
- d) Cancellation charges will be made against the Security Deposit, or by credit card or other payment methods, if the Security Deposit is insufficient to cover them.

5) **CHARGES RE UNFORESEEN EVENTS/PROBLEMS**

Please note that all the following costs are chargeable, should the circumstances give rise to them.

- a) *Property not clean, tidy and well-maintained on departure*
 - i) If the Property has not been left in an acceptable state, in addition to our normal hourly rate for cleaning, the Property Manager may add a surcharge of up to €50.00 per member of the party.
- b) *Late check-in*
 - i) If you arrive (at the Property or other point of first meeting us, if applicable) later than one hour after the time notified to us in advance, you will be charged €30 per hour (and/or part hour) of arrival later than the time notified. If your notified arrival time is after 7pm you will be charged €30 per hour (and/or part hour) of arrival after 8pm, plus, if you arrive later than one hour after the time you have notified us that you will arrive, €30 per hour (and/or part hour) of arrival later than the time notified. Please note these charges carefully: we will charge them in these circumstances, because we will have to pay our staff more as a result.
- c) *Early check-out*
 - i) If you require a member of our staff to be present before 8am (9am, Spain) for the Check-out Inspection, a charge of €30 per hour (and/or part hour) before 8am (9am, Spain) will be payable.
- d) *Late check-out*
 - i) If you depart after 9.30am on the scheduled day of departure we reserve the right to charge you for a further day's stay at the full advertised price for the Property per day.
- e) *Different or more people than named on the Accommodation Voucher*
 - i) By signing this agreement you agree to disclose to us the identity of the people who will be staying overnight at the Property, including passport information (Cornwall: passport details not required, but names and ages are required);
 - ii) If, before the commencement of your stay, the individuals making up your group change, you are required to notify us of the changes and give us the names and passport details of party members not previously given to us;
 - iii) If the total number of different people staying overnight at the Property increases from the original number notified to us and set out in the Booking Form, there will be additional charges per head per night as specified on third party booking sites for the dates of your stay, or, in the case of bookings not made through third party booking sites, the additional charges will be:
 - (1) For an additional number that takes the total number of different people who have stayed at the Property during your stay in excess of 8 different people, but fewer than 13 different people, an additional 7.5% of the Total Price;
 - (2) For an additional number that takes the total number of different people who have stayed at the Property during your stay in excess of 12 different people, but fewer than 17 different people, an additional 15.0% of the Total Price;

- (3) For an additional number that takes the total number of different people who have stayed at the Property during your stay in excess of 16 different people, but fewer than 20 different people, an additional 22.5% of the Total Price;
 - (4) For an additional number that takes the total number of different people who have stayed at the Property during your stay in excess of 20 different people, an additional €50 per additional person per night stayed.
 - iv) You are required to disclose immediately (and in any event no later than 24 hours following our request to you to do so, even if retrospectively during or after your stay) to our Property Manager the fact that such additional people have stayed, and provide names, ages and passport details (Cornwall: names and ages only); if our Property Manager has reason to believe that additional people have stayed at the Property and this has not been disclosed to us, his/her opinion will be final.
 - v) Charges at the above rates not prepaid to us before your stay will be deducted from your Security Deposit, and if the Security Deposit is insufficient to cover these charges (and any other deductions under this agreement), you authorise us to make such additional charges (to the extent not covered by the Security Deposit) to your credit card, in the absence of which you agree to pay us such charges by bank transfer within 7 days of our notification to you of such additional charges.
 - vi) These matters are particularly important in Spain and Italy, because their laws require us to disclose passport details of persons staying at our Properties there overnight. For this reason, if in our sole opinion we consider it to be necessary, we will enforce the Exclusion process. (This does not mean that we won't enforce them in Cornwall, either; it is only that the laws of England do not require passport details.)
- f) *Piano tuning*
- i) Piano tuning will be recharged at cost (this is likely to be at least €135), plus staff time to admit the tuner and wait while the instrument is re-tuned, plus an administration fee of €20. This is mandatory if our staff find that the piano has been moved during your stay.
- g) *Overstays*
- i) 'Overstays' are by arrangement only and subject to availability. If you overstay without our agreement, the amount payable by you for such an overstay will be the full advertised price week published on www.mystays.net divided by 7, for the first day overstayed. This will increase by 100% of the full advertised price per day, increasing daily by 100% cumulatively per day overstayed. (Please note that we have no wish to enforce this clause, but it is deliberately very penal, because of the potential adverse effect of an overstay on our business and/or personal life. In any event, in such circumstances we will take immediate legal steps to enforce your eviction.)
- h) *Problems*
- i) If there are problems during or connected with your stay that result from your own actions and consequently incur our staff and/or technicians' time, the following standard minimum charges will apply:
 - (1) Problem remedied by site visit/remote input by Property Manager's assistant €30, and/or
 - (2) Problem remedied by site visit/remote input by Owner or Property Manager (or his representative) €60, and, as appropriate,
 - (3) Problem remedied by site visit/remote input by technician, the above plus €75.
 - ii) The above minimum charges cover one hour of the relevant staff member/technician's time. If additional time is required, you will be charged at a rate of €30 (Owner, Property Manager or representative) and/or €20 (assistant) per hour/fraction of an hour helping assisting you with the problem (whether with our staff being present on site or assisting you remotely), plus any additional charges by technicians according to their invoice, to the extent in excess of €75, plus the cost of replacement as new parts/expenses as per the invoice or receipt (if remedied by our staff). These charges (spare parts/expenses, excluded) increase by 50% if our staff/technicians incur time on such problems outside office hours.
 - iii) *Drainage problems*
 - (1) If our drainage and septic systems are found to have been rendered unserviceable, whether as a result of the flushing of feminine or baby products or for any other reason, we will re-charge all costs we incur to remedy the problem and any lost income, including all costs (including re-housing subsequent guests) should the Property become uninhabitable as a result of your failure to adhere to this policy.
 - (2) Such costs would be considerable. We will also charge an administration fee of €100 per day for the duration of such uninhabitability and full rent at the advertised price for the period after the end of your tenancy until the problems have been satisfactorily resolved; should we need to rehouse subsequent guests, we will also charge you the full cost of re-housing them, plus a 10% administration fee.
- i) *Loss of Keys*
- i) We will normally provide you with two sets of keys to the Property on arrival. In the event that they are not returned to us at the end of your tenancy, we will charge you €100 for each set not returned to us at that moment.
- j) *Exclusion*
- i) In the event of exclusion, should it in our opinion be necessary, we will charge extra time for restoring and/or cleaning the Property so as to restore it to the condition on your arrival at €15 per hour (€20 per hour at weekends and on public holidays), over and above our normal fixed, per-head charges for cleaning.
- k) *Unacceptable behaviour*
- i) Should it in our opinion be necessary, following an instance of unacceptable behaviour, we will charge extra time for restoring and/or cleaning the Property so as to restore it to the condition on your arrival at €15 per hour (€20 per hour at weekends and on public holidays), over and above our normal fixed, per-head charges for cleaning.

6) **CHARGES FOR RENT FREE STAYS**

We offer some 'rent-free' weeks to charity and for other reasons, in which case the Total Price is €1.00 (Cornwall: £1.00) in each instance, and the Security Deposit is €1,000 (Cornwall: £300) per week. All other costs, expenses and extras are chargeable as set out in these Terms & Conditions, which apply in the same way as for other lettings, except that the charges set out in this section also apply:

The figures are the same in euros and sterling, i.e. the price for Cornwall is the same figure in sterling as it is in euros for the other properties.

i) Pre-arrival preparation of the villa	350.00 (if your stay is not immediately preceded by another stay)
ii) Check-in/out by our staff (optional)	75.00
iii) Caretaker/cleaner hourly rate during stay (office hours)	15.00
iv) Caretaker/cleaner hourly rate during (all other times)	20.00
v) Cleaning on departure	15.00 per person (minimum charge: 90) *
vi) Set of linen and towels per person *	15.00 (double bed counts as 2 people)
vii) Contribution to caretaker's expenses re laundry	15.00 in addition to the total per head set of linen & towels price
viii) Electricity	at cost per meter reading
ix) Gas (Cornwall)	5.00 per day
x) Gas (Tuscany)	40.00 (per day, when central heating is on)
xi) Gas (Tuscany)	10.00 (per day, when central heating is off)
xii) Water (Spain & Tuscany)	10.00 per day Apr-Oct inclusive; 5.00 per day at other times
xiii) Water (Cornwall)	5.00 per day
xiv) Jacuzzi preparation (Marbella only)	75.00 (if jacuzzi on)
xv) Jacuzzi service (optional, per week)	75.00 (for stays of more than one week)
xvi) Swimming pool service (Marbella May-Oct inclusive)	100.00 per week (and other months if pool used)
xvii) Swimming pool service (Tuscany Jun-Sep inclusive)	130.00 per week (incl May & Oct if pool open)

Notes

- The norm is for 2 hours daily maid service in Marbella and Tuscany (working weekdays only), and no maid service in Cornwall.
- In Cornwall the norm is for guests to bring their own linen and towels, but we can supply them on request at the prices given herein.
- * denotes the charge per person, which is based on the total number of different people who have stayed overnight during the stay.

7) **GENERAL**

- Unless otherwise stated, all amounts and charges referred to in this agreement are stated exclusive of IVA, VAT or any other sales or other taxes or charges which we are required by the relevant authorities to add; the rates applicable to such taxes or charges may change from time to time.
- Unless stated otherwise, these and all other charges arising from this agreement will be made against the Security Deposit, and should this be insufficient you agree to pay them in full by bank transfer, with interest to be applied on all such payments not made within 7 days of our sending you a request, running at 5% p.a. above the national base lending rate for the relevant currency in the relevant country (or for sterling, if higher), compounded quarterly at the end of March, June, September and December.
- Our Trading Terms are those posted at <http://nicfforde.wix.com/mystays#!trading-terms/cds5>