

## **Belvilla AG - General Terms & Conditions for our guests (1 February 2021)**

### **1. General**

Your contractual partner is the company Belvilla AG (referred to as 'Belvilla'). Belvilla is owner of the brands 'Belvilla', 'AanZee', 'VillaXI', 'TopicTravel' and 'Ardennes Relais'. The following booking terms and conditions shall apply to your booking.

### **2. Entering into a travel agreement**

2.1 Booking. By making a booking you are submitting a reservation after which you will receive a booking confirmation. The booking only becomes final after the down payment is received. Ultimately 6 weeks before the arrival date and when the total travel amount has been paid, you receive your travel documentation (voucher) from us. The travel agreement between Belvilla and you consists of the voucher, the booking confirmation and these general terms and conditions.

2.2. Travel documents. All the travel documents will be sent to you by e-mail. You can also find the travel documents online via the guest portal.

2.3. Travelling party. Please note that you are responsible for the rest of the travelling party. This means that you need to ensure that the you and the travelling party comply with the contractual commitments and behave as good guests.

2.4. Online offer. The information about holiday homes on our website has been compiled with the utmost care. Due to circumstances, the description or photos may differ slightly from the current situation. For example, the (outdoor) pool may be closed in winter, there may be a different couch in the holiday home or the bakery is slightly further away than anticipated. As long as these differences are not significant, we cannot be held accountable for this.

2.5. Mistakes/errors. We are not bound by a clearly recognisable mistake/error, such as price errors, e.g. as a result of printing or arithmetical mistakes or allocation errors in the internet.

2.6. Sublease/Marketing. The subsequent renting out of holiday homes and apartments with Belvilla is not allowed as is the marketing as a trip organiser with its own pricing.

2.7. Special requests. We are happy to consider any guests requests when a booking is made. Please note, however, that Belvilla is unable to guarantee that such requests will be met. The services offered by us are, as a matter of principle, not suitable for people with a mental or physical disability. We would be happy, however, to advise you on a case-by-case basis on such matters.

Special requests as well as bookings made subject to conditions and verbal agreements shall only be valid in those cases in which they have been confirmed in writing by Belvilla.

### **3. Travel amount**

3.1. Payment. The full travel amount should be paid by you in euros, unless otherwise stated. The payment date is considered the date of crediting the bank account of Belvilla AG. When you make a payment in a different currency, you must account for the price difference due to the exchange rate.

3.2 Payment deadline. The down payment shall amount to minimum 30 % of the travel amount as well as the full premium of the travel or cancellation insurance, if any. It shall become payable immediately upon receipt of the booking confirmation. The booking is definitive only upon this payment.

The payment of the remainder of the travel amount shall become payable no later than 6 weeks prior to departure. If bookings are made less than 6 weeks prior to departure, the whole travel amount shall be payable immediately. Payment by bank transfer is no longer accepted in this case.

3.3. Late payment. If a down payment and/or final payment has not been received by the agreed due date, Belvilla will be entitled to withdraw from the travel agreement. Belvilla may charge the cancellation costs. After cancellation of the travel agreement, other guests will be able to book the holiday home and that we can no longer guarantee you availability of the holiday home anymore.

3.4 Deposit and additional costs. A deposit is applicable to some holiday homes. Furthermore, additional costs may be payable, such as for bed linen or (final) cleaning. The manner of payment of the deposit and/or additional costs is described in the travel agreement.

#### **4. Amendment, cancellation and termination**

4.1. Amendment. Belvilla may make a minor amendment to your travel agreement, but we will inform you about this. In the case of a more significant amendment, we will ask you whether you accept this or whether you prefer to cancel the booking.

In the event you would like to amend the travel agreement, for instance by changing the date of arrival or asking for another holiday home, we will charge you an amount which is equal to the cancellation costs.

4.2. Cancellation by Belvilla. Obviously, we do not want to disappoint you, but it can happen that we cancel your definitive booking on the first business day after your booking. In this case your deposit/payment will be reimbursed.

Before the arrival date, Belvilla may also cancel the travel agreement if it is not reasonably practicable to fulfil the contract due to unavoidable and exceptional circumstances. In this case Belvilla shall forfeit its right to the full payment of the booking and refund the already paid amount.

4.3. Alternative. In the event that a substantial part of your stay is not/no longer possible due to issues with the holiday home, we will seek an equivalent alternative for you. We will try to take into account as much as possible the location, class and facilities of the holiday home and the composition of the travelling party. If the alternative holiday home is of lesser quality, you will receive compensation. If the alternative holiday home is of higher quality, you will be requested to pay a supplementary amount. In both cases, you will also have the option to terminate the travel agreement.

4.4. Cancellation costs in the event of cancellation by the guest. You are not entitled to a free right of cancellation. The rent as stated on the invoice ('rent') and paid by you includes cancellation protection which permits you to cancel subject to the applicable cancellation terms and conditions. The current cancellation terms and conditions applicable to your booking can be found either on our website and/or in your travel agreement. In case you have booked a holiday home through a website of one of our partners, it is possible that the cancellation conditions of this partner may apply. If this is the case, this will be stated in your travel agreement.

You may cancel the booking at any time prior to the arrival date. We process cancellations during business days. If a cancellation reaches us after the end of a business day, we will process the cancellation within 2 business days. The next business day determines the cancellation costs.

4.5. Refund after cancellation. Belvilla strives to refund the balance of the rental amount within 14 days from the cancellation date.

4.6. Termination for conduct-related reasons. Belvilla may terminate the rental agreement without observing a notice period if the guest persistently disrupts the stay, in spite of being warned to refrain from doing so, or if she conducts herself in breach of the contract to such an extent that the immediate cancellation of her contract is justified. This shall apply, for example, if other people are placed at risk. In this case the travel amount will be forfeited.

#### **5. Stay**

5.1. Upon arrival. Please hand over your travel documents to the homeowner or caretaker upon arrival. The keys will not necessarily be handed over to you upon your arrival/ returned by you at your holiday home itself.

During the season you may have to wait at the place specified where the key is to be handed over to you/returned by you.

5.2. Check-in. Generally, you can check-in between 16:00 CET and 18:00 CET. In case this is different for your stay, it will be indicated in your travel agreement. You must make every effort to arrive on the date stated in the travel confirmation, as arriving on alternative dates cannot always be catered for, for organisational reasons. You must always enquire with Belvilla in advance as to whether it is possible to arrive on an alternative date. If this is possible, it will be confirmed by Belvilla.

If you are unable to occupy the holiday home as agreed, as a result, for example, of very heavy traffic on the roads, or for personal reasons, and there are no unavoidable and exceptional circumstances at your destination, or in its immediate vicinity making it much more difficult for you to arrive on time, (as mentioned under clause 4), Belvilla shall be entitled to receive the payment pursuant to clause 4.4. The same shall apply if you leave the premises early.

5.3. Check-out. On your departure date as stated in the travel agreement, the holiday home must be vacated and handed over in a clean condition, i.e. the same condition as it was presented to you, to the homeowner, or his representative, no later than 10:00 hrs. Please find alternative check-out times, should you need them, in your travel agreement. If you have not left the holiday home at the indicated time, you will be charged for this in accordance with the policy of the holiday home.

5.4. Basic cleaning. Prior to your departure, basic cleaning is to be carried out by you. The basic clean includes cleaning the kitchen surfaces, rinsing and putting away the crockery, removing all the remaining food as well as all rubbish, stripping the beds, and sweeping or vacuuming all rooms so that the rented premises can be returned in a swept-clean condition. If the basic cleaning is not done properly, Belvilla is entitled to charge the additional costs to you.

In some holiday homes you will be offered the option of cleaning the holiday home yourself. Leaving the cleaning to the homeowner or caretaker will incur a fee reflecting normal cleaning rates. You can find information about this in the description of the holiday home.

5.5. Help and assistance. Should you need urgent personal help or assistance during your stay, please contact the homeowner/caretaker or our SOS-service for information. The telephone numbers can be found on the voucher.

5.6. Damage. It may of course happen that you or your travelling party cause damage in or around the holiday home. Please report the damage as soon as possible to the homeowner/caretaker and to us, so that nobody will be confronted with surprises. In this case, you may be held liable for the damage. Many damages claims are covered by our damage insurance policy. You receive the conditions of this insurance policy with your booking. In the event that the damages claim is not covered under the conditions, you will be held liable for the damages incurred.

## **6. Special terms and instructions**

6.1. Fixed / Variable costs. Fixed costs which have to be paid in all cases, are included in the price set out on our website. Variable costs dependent upon the number of people travelling, the composition of the travelling party or upon consumption (e.g. visitor tax, electricity, gas, heating, firewood, water, laundry charges) may be payable to the homeowner or caretaker, depending upon the level of consumption at the holiday home. If you have any questions about the variable costs payable by you, please contact us.

6.2. Additional beds and/or cots. It will state in the booking confirmation whether additional beds and/or cots are provided. You should always bring bedding with you for a cot. Please check if a cot is included in the maximum number of persons allowed to rent the holiday home, or whether another person (child) may stay at the holiday home. Cots are generally suitable for children up to the age of 2. Additional beds and cots must always be ordered when a booking is made and, in some cases, confirmed to the guest. The order confirmation must include a note to the effect that an extra bed/or cot has been booked.

6.3. Pets. The holiday home description also states whether a pet (limited to a dog or cat) is allowed at the holiday accommodation. A pet must always be registered when making a booking and information must be supplied describing the pet and its size, even if the property information states that pets are allowed. Certain breeds of dog, mostly the so-called fighting dogs, are subject to strict regulations in many countries, or are subject to a blanket prohibition. Please find out the regulations applicable to you in good time. If pets are brought along without permission, Belvilla may insist that the animals concerned are removed. The right of termination to which Belvilla is entitled under clause 4.4 shall not be affected by the above.

6.4. Heating. Heating is not always available in holiday accommodation in summer destinations, especially in the south of Europe. Central heating in the form of gas heating systems, electric heating, paraffin heaters, or wood pellet stoves is generally switched on/off by guests themselves. If there is a heating system, information about how it can be switched on and off will be provided by the homeowner or caretaker.

6.5. Internet/Wifi. Internet/Wifi is only available if expressly mentioned in the property description/confirmation. We will not guarantee that it will be available all the time, nor guarantee speed, compatibility and security. As a result, you will be responsible for taking adequate security measures for your devices. Use may be restricted. Internet/ Wifi is normally provided for holiday purposes and is therefore not suitable for business use or similar. Use of the internet/Wifi is at the user's own risk. Applicable laws must be observed when using internet/Wifi. In particular, you will be obliged to refrain from downloading files or accessing data containing material (e.g. films, music) protected by copyright but which are nevertheless illegally disseminated in the internet via file-sharing networks or similar. Likewise, you are not permitted to download files with criminal content or using illegal means. In the event that a culpable breach is committed, as stipulated in this text under the heading 'Internet/Wifi', you shall indemnify us from all third-party claims.

6.6. Swimming pool. The holiday home information also states whether a holiday home has a swimming pool, usually along with information about the season opening dates of the pool. Please note, however, that the dates stated for the beginning and end of the season may be changed due to weather conditions. Please take note of the opening hours stated by the management for swimming pools in holiday complexes and any particular rules there may be governing the use of the swimming pool.

6.7. High charging load. You are not allowed to use or plug in items with a high charging load such as, but not limited to, air conditioning, e-bikes and electric cars, unless otherwise stated in the travel agreement.

6.8. Maximum number of guests. The rented premises must not be occupied and used by a greater number of guests than confirmed in the booking confirmation. The maximum number of people stated also includes children and toddlers, unless otherwise agreed with Belvilla and confirmed in the booking confirmation. Overcrowding a rented property will entitle Belvilla to increase the rental on a proportional basis plus any additional costs retrospectively. The right of termination in clause 4 to which Belvilla is entitled will not be affected by the above.

## **7 Not as expected**

7.1 Notification on site. In case your holiday home does not meet your expectations, please notify the homeowner/caretaker without delay. If you are unable to reach an agreement with the homeowner/caretaker, please notify Belvilla immediately. Belvilla may propose a suitable solution, provided this solution is reasonably achievable and does not involve excessive costs.

If you fail to immediately notify Belvilla that the holiday home does not meet your expectations in the manner mentioned above, you shall lose your right of compensation.

7.2 Complaint. If the shortcoming is of such nature that it seriously impacts the remainder of your stay and it is not possible to find a solution or alternative, you have the option to terminate the travel agreement and, if applicable, you will be entitled to receive, at Belvilla's sole discretion, a deduction of the travel amount or compensation.

If Belvilla does not offer a suitable solution within a reasonable period of time, you are entitled to file a complaint as indicated on our website. We encourage you to file any complaints as soon as possible after your stay.

Please note that the service providers (such as the homeowner and caretaker) are not party to the travel agreement and do not function as representatives of Belvilla, nor are they authorised to recognise claims and to submit and/or receive legally-binding declarations.

## **8. Liability/Limitation of liability**

8.1. If your stay is not in accordance with the travel agreement, you may be entitled to compensation for damages, unless the damages is attributable to the following causes:

- culpable acts or failure on your part or on the part of a person travelling with you;
- unforeseeable or unavoidable failure to perform by third parties;
- unavoidable, exceptional circumstances.

8.2. External factors, force majeure, and special regional factors such as the presence of insects, stray dogs, inclement weather conditions or the condition of public roads will not entitle you to assert a claim against Belvilla.

8.3. The liability of Belvilla for damages arising from a breach of contractual duties or in relation to property damage shall be limited to three times the rent, except where it is not permissible to limit liability for claims for example for personal injury.

## **10. Duty to claim timely**

10.1 Time period. Your right to claim damages and/or compensation shall lapse after one year.

10.2 Start time period. The period of limitation referred to in clause 10.1 above shall commence on the last day of your stay as set out in the travel agreement.

## **12. Guest (contact) information**

The information requested from you and your travelling party is required for the booking. The manner in which we handle your private data is explained in our [Privacy Policy](#).

## **13. To avoid confusion**

13.1 No business guest. We specialise in the rental of holiday homes and are therefore not for business travel.

13.2 Holiday. As the holiday home is intended for a holiday, you can rent a holiday home with us for a maximum period of 3 months. The maximum period in Italy is 1 month.

13.3 Adults only. You can make a booking only if you are 18 years or older.

13.4. Youth groups. Some holiday homes are primarily intended for families. Therefore, groups that consist entirely of youths will not be admitted here. As a general rule the term 'youth' refers to persons up to 25 years old, unless stated otherwise in the travel agreement. If this is applicable, we will clearly indicate this on our website and in the travel agreement. Bookings that are in breach of this will be cancelled and cancellation costs will be charged.

13.5. Parties, events and gatherings with invited guests. The holiday home is intended for you and your travelling party. It is not permitted to organise parties, events or gatherings with invited guests other than persons from the travelling party. If this is not adhered to, we will terminate the travel agreement and charge costs including, if applicable, cleaning costs and damages.

13.6. Additional travel services. In the event that you book an additional travel service with a third party via a link on our website, this additional travel service does not form part of your travel agreement with Belvilla AG.

13.7. Applicable law. The laws of Switzerland shall apply, unless it is in conflict with the laws of your country.

13.8. Individual provisions. Should individual provisions in the travel agreement be void, this shall not result in the travel agreement as a whole becoming void.

#### **14. Regulations governing passports, visas, health, customs and foreign currency**

14.1 Compliance. As the guest, you are personally responsible for complying with the regulations in force for the countries governing entry and exit, as well as health regulations, passport and visa regulations, and the regulations governing the entry of pets.

The embassies/consulates in the countries you will be visiting will also provide you with information. All fines accrued by you as a result of failure to comply with these regulations, in particular the payment of cancellation costs, shall be your responsibility, unless they are the result of having been supplied with false or insufficient information by Belvilla.

#### **Contracting party:**

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#### **Data Privacy Officer**

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