

# General terms and conditions

## 1. PARTNER AND PROCEDURE

a.) The web-site [www.sardinia-holiday.com](http://www.sardinia-holiday.com) is owned and operated by the SARDAFIT AG, called „SARDAFIT“. SARDAFIT is a unity of Sardinian property owners with the aim to promote the properties in Europe.

b.) The Joachim Waßmann GmbH is the agent for the German- and English-speaking countries. The description of the houses is based on careful research. For all further information the Joachim Waßmann GmbH is not to be held responsible, especially not for information from third parties. The Joachim Wassmann GmbH works only as an agent and does not offer touristical services of their own.

c.) On-site the property owner or the Centro Servizi Tartaruga, V. Nazionale 168, I-08020 Budoni. Tel. +39 0784 844173 will take care of the guests. There is an emergency telephone number reachable 24 hours a day.

d.) The contract is concluded between you (traveler) and the Contracting Partner (owner of the property on Sardinia) and is based on the information provided at [www.sardinia-holiday.com](http://www.sardinia-holiday.com). However, the Contracting Partner expressly reserves the right to make changes to this information if they have good, well-founded reason for doing so and such changes could not be foreseen at the outset. The Contracting Partner shall inform you of any such changes at the time of booking. Other agreements must be in writing in order to become effective.

e.) Both the deposit and the balance shall be paid by you on the date indicated to SARDAFIT AG - the company authorised to handle payments. Before keys can be handed over, you must provide proof that the full cost has been settled. Such proof is deemed provided where payment through SARDAFIT AG is documented.

## 2. BOOKING AND PAYMENT

### **2.1 Registration and Confirmation**

By means of your registration, you are offering to enter into a binding travel agreement with the Italian property owner, i.e. your Italian Contracting partner (hereinafter 'Contracting Partner') via the agent. Following acceptance by the contracting partner, the agreement shall come into effect on the day that the confirmation invoice is issued.

### **2.2 Conditions of Payment**

#### **a.) ... in case of booking more than 60 days before travel period:**

Pre-payment of 33% of the total fee, receipt of payment 7 days after receipt of booking confirmation at the latest

Payment of the remaining total fee 30 days before travel period

**b.) ... in case of booking less than 60 days before travel period:**

Immediate payment and proof of payment through bank statement

Both sides have the right to re-calculate a price which has been wrongly calculated. Special rates can only be granted upon application before the travel agreement has been entered into. Special rates cannot be granted once the agreement has been entered into.

Please respect the mentioned payment deadlines. In case of late payment this can be considered a cancellation of the contract. Thus, the in point 2.4 mentioned cancellation fees will become effective.

**2.3 Extras und Utilities**

a.) The total fee shown in the booking confirmation includes the charges for end cleaning and the usual usage of gas, water and electricity. Not included are the operating costs for additional equipment. Should you have central heating, air conditioning or other equipment with high energy consumption in use, please be informed that fees will be calculated based on the actual usage. It is your responsibility to have the meters read by the Centro Servizi Tartaruga and to pay for the extra usage locally.

b.) The total fee shown in the booking confirmation does not include the fees for possible extras, such as bed linen, child beds or other.

c.) Alternatively it is possible to calculate utilities locally according to the usage, if the guest takes care of the end cleaning himself, supplies bottle gas himself and has the meters read for the usage of water and electricity

**2.4 Rebooking, Cancellation, Non-Appearance**

a.) You have the right until 8 days prior to the travel period to name a third person that will use the holiday house instead of yourself. In this case a rebooking fee of GBP 30 will become due. You and the third person will be both liable for the total price.

b.) Changes of the travel period or the house are possible, if accepted by the contractual partner. The fee for rebooking is GBP 30. A rebooking which shortens the travel period is generally considered like a cancellation.

c.) If you wish to cancel the agreement, the following scale of cancellation charges shall apply:

Up to 60 days before date of departure: 20% of the total cost excluding any additional costs calculated,

59 days to 36 days: 50%,

35 days or less: 90%.

For cancellation to be deemed effective, notification of such must be received in writing by your Contracting Partner via the agent. Cancellation charges do not apply if you provide a successor to whom the cancelled agreement is assigned. Furthermore, you also have the option of duly proving that particular damage did not happen at all or that it happened to a lesser degree than claimed.

**2.5 Deposit**

You are to deposit a security deposit of EUR 200 or of GBP 150 in cash with the Centro Servizi in Budoni. If claims are asserted against you then the deposit may be forwarded to the Contracting Partner for settlement purposes.

### **3. HOLIDAY HOUSE**

#### **3.1 Number of Persons**

The accommodation must not be used by more than the confirmed number of persons. Children count for 1 person, independent of the age. Should the house be used by a larger number of persons, the additional persons may be expelled from the property. In case these persons may stay in the property an extra fee of GBP 40 per day and person is charged.

#### **3.2 Ground and Surroundings**

You are aware that your accommodation is located in a residential area typical to the country in question, not in a protected tourist area and you therefore expressly accept that any shortfall in the accommodation which results from such a location does not substantiate any claims for damages if these are typical to the area or could not be foreseen. This includes: the keeping of animals, construction works and agricultural activities.

#### **3.3 Swimming Pool**

You assume sole liability for the use of the swimming pool. The pool season starts June 15 and ends September 15. Longer availability is possible, but cannot be demanded.

#### **3.4 Caretaking**

You shall undertake to treat the holiday accommodation with due care and respect and to leave it in a cleanly swept, tidy condition at the agreed check out time on the day of departure so as to allow thorough cleaning to take place before the next guests arrive. The oven and all kitchen utensils are to be cleaned by the customer.

You must undertake to report any defects in the holiday property at the earliest possible time to the Centro Servizi in Budoni, to have documented in writing any defects which may substantiate claims for damages and to cooperate to a reasonable degree to limit any damage. If you breach this obligation or if the Centro Servizi is prevented, either in part or in full, from remedying a defect as a result of your culpable behaviour, then you forfeit any potential right to legal redress.

#### **3.5 Damages and Defects**

The Contracting Partner assumes liability for the condition of the holiday property. He must undertake to remedy any defects which arise as quickly as possible. Defects in the accommodation only substantiate a claim for a price reduction if you can demonstrate that such defects already existed on the day of arrival and that not all reasonable steps have been taken to remedy the defect promptly. Should the necessity arise it is deemed acceptable that you switch to other accommodation of comparable size at no extra cost or with cost differences being reimbursed if it is not deemed reasonable to stay in the accommodation booked.

The Contracting Partner's liability for damages, excluding personal injury, is limited to three times the price of the holiday, as long as the damage has not been incurred as a result of intentional or grossly negligent behaviour or the Contracting Partner is solely responsible for damage suffered by you due to the fault of a service provider.

All claims against the other party expire if they have not been lodged with the agent for forwarding to the Contracting Partner within one month of the contractual end of the holiday.

## **4. JOURNEY**

### **4.1 Journey**

You assume sole liability for all risks relating to the outward and return journey.

### **4.2 Arrival day**

You can use the house on the arrival day usually from 16.30. Please inspect the house and communicate possible defects immediately to the Centro Servizi Tartaruga.

### **4.3 Departure day**

You have to leave the house usually until 10.00. Please leave it in a cleanly swept, tidy condition at the agreed check out time so as to allow thorough cleaning to take place before the next guests arrive. The oven and all kitchen utensils are to be cleaned by the customer.

## **5. GENERAL TERMS**

### **5.1 Limitation of liability**

a.) The Contracting Partner's liability for damages, excluding personal injury, is limited to three times the price of the holiday, as long as the damage has not been incurred as a result of intentional or grossly negligent behaviour or the Contracting Partner is solely responsible for damage suffered by you due to the fault of a service provider.

All claims against the other party expire if they have not been lodged with the agent for forwarding to the Contracting Partner within one month of the contractual end of the holiday.

### **5.2 Changes, Rebooking and Cancellation by Contracting Partner**

a.) In case of necessary changes regarding your booking you will be informed immediately. You will receive a free rebooking to a similar or better house. You may decline such an offer and cancel the contract. In this case all benefits have to be returned and you will get your payments to Sardafit AG back.

b.) The property owner may cancel the booking upfront or after move-in in case the traveler shows behavior contrary to the contract. In this case the owner keeps the claim on the rental price. Only the saved utilities will be paid back.

### **5.3 Invalid Regulations**

Should individual provisions of this agreement become invalid, the validity of the other provisions remains unaffected