

Oliveto & Co Ltd

General Terms & Conditions for Rental of properties on Oliveto Estate.

Except where otherwise specified, we Oliveto & Co Limited, a company registered in England and Wales with company number: 12597488 and registered office address at Permanent House, 1 Dundas Street, Huddersfield, HD1 2EX, United Kingdom ("we", "us", "our") act only as agent in respect of all bookings we take and/or make on your behalf. References to "the client", "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person added to a booking or to whom a booking is transferred.

We accept no liability in relation to any contract you enter into or for the Accommodation Services or Extra Services you purchase ("Arrangements"), or for the acts or omissions of any supplier or other person(s) or party(ies) connected with any arrangements. For all Arrangements, your contract will be with the supplier of the Arrangements in question (the "Supplier/Principal").

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these Terms and Conditions and has the authority to and does agree to be bound by them.
2. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

We have specific conditions that apply depending on what you have booked with us, the different conditions are set out below in three separate sections.

- Section A - contains the conditions which will apply to all bookings you make with us.
- Section B - contains the conditions which will apply when you make a booking with us for Accommodation Services.
- Section C contains the conditions which apply when you make a booking with us for Extra Services.

SECTION A – APPLICABLE TO ALL AGENCY BOOKINGS YOU MAKE WITH US

1. Reservation

When you make a booking, you confirm that you have the authority to accept and do accept these conditions on your behalf and on behalf of all members of your party and further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every member of your party. It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or the Supplier/Principal is passed on to all members of your party.

When you make your booking, we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Arrangements, as specified on your confirmation document. As agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the services provided by them. Your booking with us is subject to these Agency Terms and Conditions and any other terms and conditions of the relevant Supplier/Principal you contract with and you are advised to read both carefully prior to booking.

You must pay the applicable deposit as required by the Supplier/Principal (or pay in full if you are booking within 90 days of your arrival date), specified at the time of booking. No contract will come into existence between you and the Supplier/Principal until we accept your booking and we receive full payment in cleared funds and issue you with a written confirmation invoice on behalf of the Supplier/Principal.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately, as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately.

It is a legal requirement for Oliveto & Co to register each guest staying at either location with the Italian local authorities. To do this we will require a copy of the passport at least 7 days before arrival date. 14 days before arrival we will send you an automated Online Check in email using our booking system. Please ensure these are filled in. Should you have any issues, please contact hello@olivetoestate.com

1. The Party Leader

The "Party Leader" is the person in whose name the booking is made and to whom all correspondence and invoices are addressed and as such is responsible for the rental. Spouses' names are not considered interchangeable.

The term clients shall refer to members of the party and in this context does not solely refer to the Party Leader.

2. Payment

There are two ways you can pay for your stay. 100% upfront payment or by deposit and balance.

If you wish to pay upfront, or you are within 90 days of arrival, you will be required to make full payment for your booking at the time of booking.

If you wish to secure your booking and you are outside of the 90 days arrival date:

- **A first deposit of 30% of the total booking cost to secure the dates** will be required. This can be paid by bank transfer or Wise in Euros and must be received by us within 7 days of booking or we will release the dates to the market.
- **A second deposit of 20% of the total booking cost is required 9 months before your arrival date.**
- The **balance of 50% of your booking value must be paid in Euros 90 days before your arrival date.** We should receive this within 7 days of this date.
- The refundable damage deposit is payable, along with another extras 30 days before arrival.

If full payment is not received by the balance due date, we will notify the Supplier/Principal who may treat your booking as cancelled and you will be subject to the cancellation charges as set out in Clauses 26 and 38 below.

Except where other advised, all monies you pay to us for Accommodation Services and/or Extra Services will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

3. Payment method

Deposit & Balance of payment before arrival - Payment method before arrival (for any deposit or balance of payments for rent and experiences) can be made by direct bank transfer or via Wise. The full amount as stated on your invoices must be paid and payments are only accepted in Euros (€). You are responsible for payment of any and all bank charges and/or currency conversions.

Payments for any Extra Services and experiences during your stay - can be accepted in cash (Euros) or credit card the night before departure on presentation of the final bill. We accept payments by most credit cards accepted by Stripe Payments. This includes most debit or credit cards such as Visa and Mastercard but we do not except American Express. **Please note that the applicable tourist tax will be charged per person per night and will be added to either your original booking, or your final bill, this may change in accordance with the local government between booking and arrival. Should this happen we will inform you but not be liable for any increase.**

4. Accuracy of Information

We endeavour to ensure that all of the information and prices on our website are accurate however, occasionally changes and/or errors may occur, through no fault of our own, and we reserve the right to correct prices and other details in such circumstances, but we will give you as much notice as possible.

You must check the current price and all other details relating to the Arrangements that you wish to book before your booking is confirmed. We strive to ensure accuracy of descriptions shown however we are not always able to control all the components of the holiday Arrangements and it is possible that an advertised facility may be withdrawn or changed.

5. Special Requests

If you have any special requests, please let us know in writing at the time of booking. We will pass on all such requests to the Supplier/Principal but we cannot guarantee that they will be met and we have no liability to you if they are not. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed to the Supplier/Principal is not confirmation that the request will be met. Failure to meet any special requests will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

6. Insurance

Adequate travel insurance is a condition of your contract with the Supplier/Principal, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money and any other expenses. Accommodation Descriptions, Ratings and Standards. Refunds are not possible in these instances.

7. Changes made by you

If you wish to change any part of your booking arrangements after we have issued you with a confirmation invoice on behalf of the Supplier/Principal, you must inform us in writing as soon as possible. This should be done by the Party Leader. Whilst we will do our best to assist, we cannot guarantee that the Supplier/Principal will meet your requested change. Where the Supplier/Principal cannot meet your requested change and you do not wish to proceed with the original booking, the Supplier/Principal will treat this as a cancellation by you and the charges below will become applicable.

- Any extra costs incurred by Oliveto & Co Ltd and any costs or charges incurred or imposed by any of our suppliers will also be passed on to you. We will duly inform you should suppliers increase the prices.
- Certain arrangements may not be able to be amended, after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. If fewer people travel than originally booked there will be no reduction in charges or refund in respect thereof.

If you cancel Accommodation Services, please see Clause 26 for further information and if you cancel Extra Services please see Clause 38 for further information.

8. Changes or Cancellation of the Arrangements by the Supplier/Principal

We will inform you of any changes or cancellations as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your Arrangements or to cancel them. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund and that would be in full and final settlement of any claim you might have in respect thereof. We accept no liability for any changes or cancellations made to your Arrangements by the Supplier/Principal under your contract with them.

9. Accommodation Descriptions, Rating and Standards

The property is checked thoroughly before every booking. Descriptions contained in our e-brochure and on our website were accurate at the time of publication and made in good faith. Please check the description on our website as this should be considered the correct and most up to date description.

Accommodation ratings are displayed as provided by the previous guests. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

We decline all responsibility for any modifications made by the Supplier/Principal of the Villa(s) without our knowledge, or for construction or alteration of the landscape in the vicinity of the property. You will be notified in writing of any changes that are made to a villa or anticipated/current construction projects in the area if we are made aware of them, and the description will be altered accordingly.

It should be noted that the information contained in any printed material is to be considered only as an indication. The information contained in such documents was accurate at the time of publication and made in good faith. You should check our website regularly for updates and changes that may occur.

From time to time the owners of the property may need to visit their villa that is situated at the edge of the Estate. This is separate from Villa Olivo or Villa Oliveto. This uses the driveway for Villa Oliveto but they would only be using the facilities of their own Villa unless otherwise requested.

10. Fitness to Travel, Disabilities and Medical Conditions

We welcome all guests including those with disabilities and reduced mobility and we endeavour to meet individual needs. However, in order to provide assistance, we must be advised at time of booking of any medical condition, disability or special requirements which may affect your holiday. Special facilities can be requested and we will pass such requests to the Supplier/Principal but these cannot be guaranteed. Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, the Supplier/Principal may cancel it and impose applicable cancellation charges.

11. Behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of the Supplier/Principal or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other guest or any third party or damage to property, the Supplier/Principal may terminate your booking Arrangements immediately. Please see Clause 33 for circumstances which may be considered unacceptable behaviour and may lead to immediate termination of your booking.

In the event of such termination neither we nor any supplier/Principal will have any liability to you and/or your party and you and/or your party will be required to leave your accommodation immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation will be made and we will not pay any expenses or costs incurred as a result of termination.

You and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. You agree to indemnify us or the Supplier/Principal for the full amount of any claim (including all legal costs) made against us or the Supplier/Principal by any third party as a result of your conduct.

12. Delivery of Documents

All documents (e.g. invoices/tickets) will be sent to you by e-mail. Once documents leave our offices, we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to payment of the necessary charges.

13. Complaints

The contract for your Arrangements is between you and the Supplier/Principal and any queries or concerns should be addressed to them. If you have a problem whilst staying with us, this must be reported to the Supplier/Principal or their local representative or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home,

please contact the Supplier/Principal in writing. You will see their name and contact details in any confirmation document we send you. If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly.

14. Passports, Visas and Health

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates prior to travel. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa or immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date. Requirements do change and you must check the up to date position in good time before departure.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

If you are travelling from the United Kingdom, up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit www.fco.gov.uk, see the relevant Government recommendations for official travel applicable to the country of your residence.

16. Force Majeure

Except where otherwise expressly stated in these Terms and Conditions neither we or the Supplier/Principal, will be liable or pay you compensation if our contractual obligations to you are affected by Force Majeure. For the purpose of these Terms and Conditions, Force Majeure means any event beyond our, the Supplier/Principal or their supplier's control, the consequences of which could not, even if all reasonable measures had been taken, foresee or avoid. Examples of these events can include, but are not limited to epidemic, pandemic or other significant threats to human health such as the outbreak of serious disease at the travel destination (including the ongoing effects of the COVID-19 pandemic), war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our or the concerned supplier's control.

Brexit Implications: please note that certain Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our or the Supplier/Principal's control, any such changes would be treated as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we or the Supplier/Principal will not be liable to pay you any compensation.

17. Villa Olivo & Villa Oliveto's Public Liability Policy

Villa Olivo & Villa Oliveto has Public Liability Insurance with a proprietary Insurance Company as required by law.

18. Law and Jurisdiction

These Terms and Conditions are governed by English law and any dispute, claim or other matter which may arise between us is subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

19. Correspondence

For all correspondence, it is agreed that both parties accept documents transmitted by electronic means.

20. Excursions

Excursions or other tours or services that you may choose to book or pay for whilst you are staying at the Villa(s) are not part of your contracted Arrangements with us. For any excursion or other tour or service that you book, your contract will be with the operator of that service and not with us. Although we may recommend certain suppliers to you, we are not responsible for the provisions of the service or for anything that happens during the course of its provision by the operator.

21. Conditions of Suppliers

Extra Services are provided by independent Supplier/Principals. Those Supplier/Principals provide these services in accordance with their own terms and conditions which will form part of your contract with them with us acting as agent. Some of these terms and conditions may limit or exclude the Supplier/Principal's liability to you, usually in accordance with applicable International Conventions.

22. Our responsibility for your booking

Your contract is with the Supplier/Principal of the Arrangements and any terms and conditions that they have in place shall apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

SECTION B – AGENCY BOOKINGS FOR ACCOMMODATION

This section applies if you have made a booking for accommodation.

23. Guaranteed Pricing

The price of your Villa(s) rental will be confirmed upon booking, this price is guaranteed and will not change, unless you elect to make a change to your confirmed booking, including changing the total number of guests.

24. Security Deposit

A fully refundable damage security deposit of Euros 1500 will be required on arrival, in addition to the rental fee per Villa rented. If you book both Villas, the total refundable security deposit is Euros 3000. This is payable at least 30 days before arrival by bank transfer. This is 100% refundable within 7 working days of your departure date, provided you have provided us with your banking details and the following provision are met:

- No damage is done to the Villa(s) or its contents beyond normal wear and tear. No items are missing from the Villa(s) including linen and towels.
- All debris, rubbish and discards are placed in the wheelie bin on the street provided.
- All soiled crockery or cutlery and glass wear are washed and left clean in the dishwasher.
- Any keys are left at check out with the Concierge.
- You have provided us with your banking details so we can transfer back the relevant funds.

If you leave the accommodation in an unreasonable state, which requires additional cleaning services over and above what is generally required at the conclusion of a stay at the Villa(s), we reserve the right to make a deduction from the security deposit equal to the additional cleaning costs we incur.

This list includes but is not limited to the following:

- Any damage to the studio floor by trainer marking, use of candles or oils
- Any damage to sheets, bedspreads caused by hair dye, bleach or make up that cannot be removed
- Any removal of items such pillows, umbrellas that are taken away from the property on departure
- For anything specifically damaged or removed from each bedroom we can highlight the room number so that guest can be contacted by the main booker to pay for any damages should they wish
- Any damages to door handles

You are required to notify us of any damage already present upon arrival within 24 hours and we recommend taking photographs of any existing damage and communicating this to the Concierge.

The Concierge will undertake a thorough check of the Villa(s) you were staying in after your departure and will advise you as soon as possible of any damage discovered and we will provide photographs where possible.

We will consider and disclaim possible maintenance, cumulative wear and tear and any other pre-existing factors that may have contributed to the damage and we will always be reasonable in determining whether to make a deduction to the security deposit.

We will not make a deduction prior to giving you a reasonable time to respond and if we determine it necessary to make a deduction to the security deposit, we will only deduct the amount required to replace or rectify the damage or pay for any additional cleaning services needed (on a like-for-like basis). In the event of a dispute, we will retain your security deposit until a resolution is reached.

Please note: The security deposit does not limit your financial liability against loss of rental income suffered by us or the villa owner. Your liability for losses applies even if the value of the loss exceeds the security deposit (in which case you will be required to pay the full amount in excess of the security deposit).

25. Letting Period

The letting period during Low season (the months from Mid October through to mid May of the following year), Peak, Mid-season and Festive seasons (Easter, Christmas, and New Year) is for a minimum one week, running from Saturday to Saturday.

The letting period during Low season months of November, December, January, February, March is for a minimum of 5 days, with arrival and exit days of your choice.

26. If you cancel your Accommodation Services

If you or any other member of your party decides to cancel your confirmed booking, the Party Leader must notify us in writing. Your notice of cancellation will only take effect when it is received in writing or by email by us at our offices and will be effective from the date on which we receive it and pass it on to the Supplier/Principal. Should one or more member of your party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

For Bespoke Retreats & Vacation Rentals

Since the Supplier/Principal incurs costs in cancelling your arrangements and the property is taken off the market for your specified date at the time of receiving the deposit, the cancellation charges for the Arrangements will be as follows:

- Once booked and paid, the first 30% deposit is non-refundable.

- Once paid, the second deposit of 20% is non-refundable. This could be transferable to a future available date minus an administration fee of Euros 500, only if the original date of the booking, is able to be re-sold by Oliveto & Co. If you request to reschedule your booking and we are able to do this, the cancellation period will be calculated from the date of your original booking.
- If you cancel within 90 days of the arrival date, unfortunately there will be no refund and we will keep 100% of the booking costs.

27. Group Size And Composition

It is a condition of your contract with the Supplier/Principal that the number of people staying at the Villa(s) throughout the rental period must never exceed the number of sleeping places indicated in the property description and confirmed on our website. Exceptions to this are occasionally made for children under the age of 3 years old only; provided they are sleeping in a crib, cot or daybed, and sharing with their primary carer – please contact us at the time of booking as to whether this exception will apply.

Should the composition of your party as detailed in the booking form change prior to the rental period, you must notify us promptly in writing, additional charges may be payable as a result.

A reduction in the numbers of the party will not result in a corresponding reduction in the rental price once the booking has been confirmed.

Please note that any additional beds or travel cots will incur an additional charge.

28. Arrivals

You are expected to arrive at the property between 4:00 pm and 7:00 pm on the first day of the rental period. If a different arrival time is anticipated, notification must be received in writing at our offices well in advance. If an unforeseen delay should occur, every effort should be made to contact us at the telephone numbers provided. Arrivals after 7:00 pm may be subject to a surcharge. Access cannot be guaranteed after 10:00 pm on the arrival date.

Upon arrival, you should inspect the property with the Concierge/caretaker and ensure that you fully understand the use of any appliances, equipment and utilities and at this point we will take your security deposit (see Clause 24) unless otherwise taken ahead on the website.

Please note we do not offer a luggage service however this can be arranged at an extra charge that can be confirmed at the time of requesting.

29. Departures

The property should be vacated by 10:00 am on the final day of the rental period. The Concierge/caretaker will arrive at the Villa(s) at 9:00 am for an inspection of the property. The bill will be issued the day before your departure and you will be required to settle this final bill in full, any outstanding payment after you have paid the final bill will be paid with the Concierge/caretaker when they arrive to inspect the villa(s).

It must be understood that to enable the property to be cleaned and made ready for the next group that cleaners may need to commence their work at 9.00 am. Please note that during the months of May to September, the window cleaners may need to clean the downstairs area and may arrive from 7am but will not disturb you, they will not be anywhere close to the bedroom areas. This is due to the heat outside and the ability to clean the windows correctly. Should departure prior to that be necessary, please notify us at the beginning of the rental period in order to arrange an alternative time for the property inspection. If you choose not to be present at the inspection, you will not be entitled to query the Final Bill, and you will be invoiced for the amount indicated. This may be taken from your security deposit.

30. Household Amenities

As per the standards booking, Oliveto & Co Ltd will supply on your behalf bed linens, bathroom and swimming pool towels sufficient for the number of guests indicated in the Booking Form, note that these shall be refreshed weekly.

The Villa(s) have fully equipped laundry rooms for complimentary use throughout your stay. There will be a starter kit of laundry detergent for you. Should you require any more you are welcome to purchase your own or reach out for us to restock and add the cost to your bill. Oliveto & Co are happy to offer a dry cleaning service at an additional cost should you wish to take advantage of this. Please speak to the Concierge during your stay about this. We will

We recommend drinking bottled water only when out and about, or you may use our provided filtered water (still & sparkling) dispensers and ice maker. The tap water in the house is drinkable. Should problems arise with the delivery of water, gas, electricity or Wi-Fi services, the Concierge/caretaker of the property will do their utmost to remedy the situation quickly, but we cannot accept responsibility for non-delivery due to circumstances beyond our control.

31. Swimming Pools

Swimming pools are generally open during the following dates from March to December, although this may vary depending on the seasonal weather and Olivo pool has a retractable cover that we can use throughout the year.

Pool temperature unheated varies the summer months (July/August) is usually between 28 and 31 degrees Celsius. In June and September the pool temperature unheated varies between 25 and 28 degrees Celsius.

Villa Olivo infinity pool is left unheated for the rental period however this can be heated at your request during March, April, May, June, September, October and November for an additional cost which will be communicated to you before booking. The cost may vary and be subject to seasonal pricing. In order to reach the correct average temperature for the season, we require advance warning of 7 days before arrival so we can turn it on.

Please note, the heating uses a heat exchanger, and is designed to provide a minimum heat of between 25 – 28 degrees Celsius in the Spring and Autumn period, and between 28-30 degrees Celsius in July, August period. Please note our system is a sustainable system and the outside temperature determines the heat level it can reach so we can only guarantee a minimum of 25 degrees Celsius in the cooler months.

Villa Oliveto is an unheated pool.

Use of the swimming pool is strictly at your own risk, there is no lifeguard or supervision and children should be supervised at all times, particularly as the pool is unfenced.

Swimming pools are cleaned and maintained weekly. Whilst every effort is made to keep the pool clean we do not accept any liability for leaves, insects etc. that may fall into the water between cleaning sessions.

Villa Olivo's pool depth is 1.2 metres throughout and therefore there should be no diving in the pool.

Villa Oliveto's pool depth ranges from 1.2 to 2.5m, however, for safety reasons, we would also recommend no diving. No running around the pool. The pool area may become slippery when wet so please avoid running.

32. Animals

Villa Olivo & Villa Oliveto lies within a quiet, calm, rural area and livestock or wildlife can be frequently present in the surrounding areas as a result. Neighbouring properties may have dogs that bark and sound can travel in the countryside. While we make every effort to ensure the quiet enjoyment of Villa Olivo & Villa Oliveto, we take no responsibility for such disturbances away from the property. **Please note, pets are not accepted at Villa Olivo & Villa Oliveto. However, it may be possible that we can accommodate a request to bring small, well behaved pets and if we so, we do require an additional €1,000 to be paid before arrival, we will also request a hygiene cleaning fee so that the rooms that the animal has been in are thoroughly cleaned and fumigated for any future guests who may have allergies. We do not allow animals to sit on any furniture or sleep in beds.**

33. Usage & Rules

The property will be in a clean and well-maintained state when you arrive, and it is expected that you and your party will keep it so throughout the rental period. If the property is not left in an acceptable state, we reserve the right to deduct from the security deposit

Rules that apply to the Villa(s) are as follows:

- House parties, weddings or any business use are not permitted unless previously arranged and confirmed in writing by Villa Olivo & Villa Oliveto.
- No smoking is allowed inside the villa and any cigarettes smoked outside the Villa(s) should be extinguished completely to prevent any fire hazards and put into a suitable disposable unit.
- You must not move fixtures, furnishing, TVs or artwork from their current positions.
- You must keep outdoor music to a level which is considerate to surroundings and any neighbours. It is a legal requirement that there is no music played outdoors after 12am that could disturb local residents.
- Please do not hang out towels or clothes on balconies.
- We kindly request that should it rain, the balcony sofas exposed to the rain are covered using the waterproof covers.

34. Cleaning And Maintenance

The Villa(s) will be cleaned prior to your arrival; the pool will also be cleaned and serviced. Some properties will have additional cleaning and a pool maintenance schedule for the week. Certain properties have gardens that require the presence of a gardener. All this is for your greater enjoyment of the property. Whilst every effort is made to respect your privacy for your exclusive stay, access for these services must be allowed. In respect of unforeseen events that require the presence of a specialised repair engineer access must similarly be granted.

35. Children's Safety And Equipment

Guests with infants and small children should check with a Villa Olivo & Villa Oliveto sales agent if a crib, cot or high chair is available. Such items are used at the client's own risk. For sanitary reasons bedding for cots and cribs is not supplied.

36. Weather

During unusually dry periods water shortages may occur in rural locations with the result that lawns may become scorched and wells may malfunction slightly. Likewise, sudden rains can seriously affect roads, drives and stated driving times.

SECTION C – AGENCY BOOKINGS FOR EXTRA SERVICES

This section applies if you have made a booking for Extra Services. Please read this section in conjunction with Section A for these Terms and Conditions.

37. Payment for Extra Services

If you have paid for Extra Services before arrival via a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in its terms and conditions. In this event we will also charge you an administration fee of Euros 75. Except where otherwise advised or stated in the terms and conditions of the supplier concerned, all monies you pay to us for Extra Services will be held on behalf of the Supplier/Principal concerned and forwarded on to them in accordance with our agreement with them.

If you want to book any Extra Services during your stay, the payment for these will be added to your Final Bill and will be charged in accordance with Clause 38.

Please note that any extra services additional to the rental, which may include housekeeping, experiences, and private chef meals, will be subject to a service charge of up to a 15%.

38. Cancellation of Extra services

If any Extra Services are cancelled, and the Supplier/Principal can reimburse the costs, we will reimburse you. However if the Supplier/Principal will not accept or refund the costs, you will be charged the full rate in accordance with the Supplier/Principal's term and conditions. For Extra Services cancelled within 30 days of them due to take place, you will be charged the full rate in accordance with the Supplier/Principal's terms and conditions. The amount will be invoiced together with a handling fee of Euros 75.00.

If you are yet to pay for your Extra Services but cancel these Extra Services within 30 days of it due to take place, you may be charged the full rate and we reserve the right to deduct this amount from your Security Deposit.

39. The Final Bill

The Final Bill includes lists of the specific costs of Extra Services booked in advance which are to be paid locally. On our website we list charges as a guide only and variations may occur depending on prevailing conditions, we cannot guarantee these charges.

Extra Services booked on the spot will also be charged locally. The Final Bill is presented by the Concierge/caretaker at the conclusion of the rental period and is payable to him/her in Euros (cash) or by Credit or Debit Card. Both the Party Leader and the Concierge/caretaker are required to sign the Final Bill.

The Party Leader is liable for any damages caused to the property, its contents or grounds by any member of the party or the loss of any articles belonging to the property.

The Final Bill, for Extra Services and utilities which will be presented by the Concierge/caretaker of the property at the end of the rental period, must be paid directly to them in Euros.

The full payment of the final bill is required before leaving and this cannot be taken from the refundable damage deposit amount.

40. Extra Services

Extra Services may be requested up to twenty one days before the first day of the rental period, we cannot guarantee Extra Services requested as these are provided by the Supplier/Principal and cannot guarantee availability. We do our utmost to ensure that the individual engaged to perform the service fulfils its duties in a professional manner but we are not liable for any inadequacies or failures.

Please note that any extra services additional to the rental, which may include housekeeping, experiences, and private chef meals, will be subject to a service charge of up to 15%.

PRIVACY POLICY

RoomRaccoon respects the privacy of its website visitors, in particular their rights regarding the automatic processing of personal data. We have therefore formulated and implemented a policy on complete transparency with our customers regarding the processing of personal data, its purpose(s) and the possibilities to exercise your legal rights in the best possible way.

If you require any additional information about the protection of personal data, please visit the website of the Dutch Data Protection Authority (Autoriteit Persoonsgegevens): <https://autoriteitpersoonsgegevens.nl/nl>.

Until you accept the use of cookies and other tracking devices, we will not place any non-anonymised analytical cookies and / or tracking cookies on your computer, mobile phone or tablet.

With the continued visit of this website you accept these terms of use and you accept the use of cookies and other tracking systems, unless we have provided for another method of accepting cookies on our website.

The current available version of this privacy policy is the only version that applies while visiting our website until a new version replaces the current version.

Article 1 - Definitions

1. Website (hereinafter: "Website") RoomRaccoon. Booking engine used for Oliveto Estate, legal company name Oliveto & Co.
1. Party responsible for processing personal data (hereinafter: "the controller"): RoomRaccoon, established at Keizerstraat 15, 4811 HL Breda, The Netherlands, Chamber of Commerce number: 67848540 .

Article 2 - Responsibilities

1. The controller is not liable for any failure, disturbances, difficulties or interruptions in the functioning of the website, causing the (temporary) inaccessibility of the website or of any of its functionalities. You, yourself, are responsible for the way you seek connection to our website. You need to take all appropriate steps to protect your equipment and data against hazards such as virus attacks on the Internet. Furthermore, you are responsible for which websites you visit and what information you seek.
2. The controller is not liable for any legal proceedings taken against you:
 - because of the use of the website or services accessible via the Internet
 - for violating the terms of this privacy policy
1. The controller is not liable for any damages that incur to you or third parties or your equipment, as a result of your connection to or use of the website and you will refrain from any subsequent (legal) action against the controller.
2. If the controller is involved in a dispute because of your (ab)use of this website, he is entitled to (re)claim all subsequent damages from you.

Article 3 - Collection of data

1. Your personal data will be collected by RoomRaccoon and (an) external processor(s) .
2. Personal data means any information relating to an identified or identifiable natural person ('data subject').
3. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
4. The personal data that are collected on the website are used mainly by the controller in order to maintain a (commercial) relationship with you and if applicable in order to process your orders. They are recorded in an (electronic) register.

Article 4 - Your rights regarding information

1. Pursuant to Article 13 paragraph 2 sub b GDPR each data subject has the right to information on and access to, and rectification, erasure and restriction of processing of his personal data, as well as the right to object to the processing and the right to data portability.
2. You can exercise these rights by contacting us at info@roomraccoon.com.
3. Each request must be accompanied by a copy of a valid ID, on which you put your signature and state the address where we can contact you.
4. Within one month of the submitted request, you will receive an answer from us.
5. Depending on the complexity and the number of the requests this period may be extended to two months.

Article 5 - Data retention

The collected data are used and retained for the duration determined by law.

Article 6 - Applicable Law

These conditions are governed by Dutch law. The court in the district where the controller has its place of business has the sole jurisdiction if any dispute regarding these conditions may arise, save when a legal exception applies.

This privacy statement applies since Monday 11th of October, 2021, until further notice.

PRIVACY NOTICE

Last updated May 01, 2020

Thank you for choosing to be part of our community at Oliveto & Co Ltd, doing business as Oliveto Estate ("Oliveto Estate", "we", "us", "our"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at reservations@villaolivomarche.com.

When you visit our website <https://olivetoestate.com/> (the "Website"), use our Facebook application, as the case may be (the "App") and more generally, use any of our services (the "Services", which include the Website and App), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our Website and App), as well as, any related services, sales, marketing or events.

Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.

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1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make and the products and features you use. The personal information we collect may include the following:

Personal Information Provided by You. We collect names; phone numbers; email addresses; billing addresses; passport details to log with local authorities ; and other similar information.

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Stripe Payments. You may find their privacy notice link(s) here: <https://stripe.com/privacy-center/legal>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

***In Short:** Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Services.*

We automatically collect certain information when you visit, use or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

- ***Log and Usage Data.*** Log and usage data is service-related, diagnostic, usage and performance information our servers automatically collect when you access or use our Services and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings and information about your activity in the Services (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).
- ***Device Data.*** We collect device data such as information about your computer, phone, tablet or other device you use to access the Services. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model Internet service provider and/or mobile carrier, operating system and system configuration information.
- ***Location Data.*** We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Services. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. Note however, if you choose to opt out, you may not be able to use certain aspects of the Services.

Information collected through our App

***In Short:** We collect information regarding your geo-location, mobile device, and Facebook permissions when you use our App.*

If you use our App, we also collect the following information:

- **Geo-Location Information.** We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using our App, to provide certain location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- **Mobile Device Data.** We automatically collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and system configuration information, device and application identification numbers, browser type and version, hardware model Internet service provider and/or mobile carrier, and Internet Protocol (IP) address (or proxy server). If you are using our App, we may also collect information about the phone network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, your mobile device's unique device ID and information about the features of our App you accessed.
- **Facebook Permissions.** We by default access your [Facebook](#) basic account information, including your name, email, gender, birthday, current city, and profile picture URL, as well as other information that you choose to make public. We may also request access to other permissions related to your account, such as friends, checkins, and likes, and you may choose to grant or deny us access to each individual permission. For more information regarding Facebook permissions, refer to the [Facebook Permissions Reference](#) page.

This information is primarily needed to maintain the security and operation of our App, for troubleshooting and for our internal analytics and reporting purposes.

2. HOW DO WE USE YOUR INFORMATION?

***In Short:** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Services for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- **To post testimonials.** We post testimonials on our Services that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please contact us at reservations@villaolivomarche.com and be sure to include your name, testimonial location, and contact information.
- **Request feedback.** We may use your information to request feedback and to contact you about your use of our Services.
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **To protect our Services.** We may use your information as part of our efforts to keep our Services safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.**

- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.
- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.
- **To deliver and facilitate delivery of services to the user.** We may use your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Services, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "[WHAT ARE YOUR PRIVACY RIGHTS](#)" below).
- **Deliver targeted advertising to you.** We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.
- **For other business purposes.** We may use your information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Services, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable personal information without your consent.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).