

# ESSENZA

## Essenza Escapes Property Booking Terms & Conditions

### 1. Booking Terms & Conditions

- 1.1. These booking ("**Booking**") terms and conditions ("**Terms and Conditions**") are between Essenza Escapes Ltd ("**Essenza Escapes**"), Company Number 13088962, whose registered office is at 19 Thornton Hill, London, SW19 4HU, United Kingdom, and the individual making a booking (the "**Guest**" or "**Lead Name**"). Payment for the Booking constitutes acceptance of the Terms and Conditions. For the avoidance of doubt, Essenza Escapes is acting as an agent for the Property owner or the Property Management Company and the Guest's license to occupy the property ("**Property**") is directly with the Property owner or Property Management Company.
- 1.2. All Guests making a reservation with Essenza Escapes will receive a Booking Form requesting a deposit or full payment on the Property requested and is subject to these Booking Terms and Conditions.
- 1.3. The Guest making a reservation must be at least 18 years of age at the time of booking. The lead name on the Booking Form will be the person responsible for the booking. The lead name guarantees that he/she understands and has the authority to accept and does accept on behalf of him/herself and all members of the party the terms of these Terms & Conditions. We will only deal with the lead name in all subsequent correspondence and dealings, and this means that the lead name is responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of him/herself and the party, notifying us of any changes or cancellations and for receiving correspondence and keeping the party informed. For the avoidance of doubt, where the lead name books with us on behalf of other persons, then each of those persons will be bound by these Terms & Conditions as if he or she had entered into these conditions in his or her own name.
- 1.4. A Guest's booking is only confirmed, and becomes a binding agreement, once Essenza Escapes has received this Booking Form signed and payment of the deposit (or full amount) requested in the Booking Form.
- 1.5. Sending payment after receipt of a Booking Form constitutes acceptance and agreement to the following terms, conditions, limitations and restrictions as printed below. The terms of the Guest's Booking at the Property and the specific details of such Property (including any rules specific to the property) are contained in the Booking Form.
- 1.6. No alterations to these Terms & Conditions or accompanying Booking Form are valid. If changes are required, a new Booking Form will be sent. If the Guest has any questions about the following Terms & Conditions, the Guest may contact Essenza Escapes for discussion and explanation.
- 1.7. Guests acknowledge that this agreement is not a residential lease, nor does the Property subject to the Booking constitute a dwelling; this agreement provides access to a private property, booked on a nightly basis and is a license to occupy the Property.

### 2. Payments

- 2.1. All outstanding balances are required to be paid on or before the due-dates noted on the Guest's Booking Form. If the Guest fails to make scheduled payments, Essenza Escapes may cancel your reservation without any further notice to the Guest.
- 2.2. Only one credit card will be accepted per booking party for payment unless a special exception is granted, in writing, from Essenza Escapes.
- 2.3. All reservations made within 90 days of arrival date require payment in full in order to secure the Guest's reservation of the Property.
- 2.4. All cancellations or requests for changes to a reservation affecting payments (such as date changes or changes in the number of persons) must be submitted to Essenza Escapes in writing by the Guest.

# ESSENZA

## 3. Cancellation Policy

- 3.1. All changes to reservations or cancellations must be promptly submitted to Essenza Escapes in writing by the Guest.
- 3.2. A cancellation policy specific to the Guest's Property booking is noted on the Booking Form. Payment submission accounts to legal acceptance of stated cancellation policy and all accompanying Terms & Conditions.
- 3.3. No refunds of any kind will be provided in the event of no-shows, late arrivals, reductions in party size, or early departures. No full or partial refunds will be granted unless there is a serious problem occurring at the Property which cannot be properly remedied within a reasonable timeline, and/or which causes extreme, undue discomfort or serious inconvenience (*see section 5 below*). Monetary refunds are at the sole discretion of property owners. Essenza Escapes will work with the Guest to attempt to resolve any/all disputed reservations. Approved refunds may take up to 60 days to process.

## 4. Travel Insurance

- 4.1. Trip cancellation insurance is highly recommended and it is the responsibility of the Guest to take out adequate insurance to cover all members of the party. In most cases, the insurance will include a cover against loss of deposit or cancellation fees.

## 5. Complaints & Maintenance

- 5.1. Essenza Escapes works with Property Owners and Property Management Companies to make every effort to keep all properties and their inventories in good working order. In case of a maintenance problem, the Property Owner or Property Management Company shall be responsible for repairing any problems within a reasonable period of time upon notification.
- 5.2. No refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, gas service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances (this is a non-exhaustive list).
- 5.3. It is the Guest's obligation to report any problems or damage to their Property immediately to the onsite management company and also immediately email the Essenza Escapes Concierge or Villa Representative. The Guest must provide a phone number so they are contactable during the Booking so that Essenza Escapes can communicate with the Guest about any problems or complaints. The Guest must not independently move to other accommodation without first allowing the Property Owner or Property Management Company the reasonable opportunity to work with Essenza Escapes to assist in resolving the complaint or problem. If you do so, or refuse reasonable rectification, this may affect the Guest's right to any compensation.
- 5.4. The Property Management Company and/or Property Owner will not accept any liability for reports of problems received after the departure date of the Booking. All reports of problems must be made during the Booking dates.

## 6. Accessibility

- 6.1. Many destinations are very hilly, with villas often built into the steep hillsides. Though this affords fantastic views, it often means that many of the Properties advertised have stairs. If a member of the Guest's party has a disability, is a child, or cannot handle stairs, the Guest must ask about the number of stairs when booking the Property. The Guest must notify Essenza Escapes if any member of the party, are on crutches or in a wheelchair necessitating easily accessible accommodations. In addition to stairs, some villas have floor plans that include open-air common spaces and free-standing bedrooms. If the Guest is traveling with small children and requires all bedrooms to be interior rooms, the Guest must mention this prior to signing the Booking Form.

## 7. Use of the Property

# ESSENZA

- 7.1. Guests may not use the Property for any purpose other than a private holiday residence, nor engage in any illegal or dangerous activity and shall be sufficiently quiet and peaceful so as not to disturb neighbouring properties.
- 7.2. Guests must adhere to the following:
  - 7.2.1. honor the terms of any booking;
  - 7.2.2. keep the Property clean, tidy and clear of rubbish and leave the Property in the same condition as they find it;
  - 7.2.3. notify Essenza Escapes of any damage to the Property during their stay as soon as it occurs;
  - 7.2.4. not do or permit to be done on the Property anything which is or which maybe or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the owner of the Property, to any other occupiers of the Property or to the owner or occupier of neighbouring property;
  - 7.2.5. not conduct any business or commercial activity whatsoever from the Property other than what has been specifically agreed to by Essenza Escapes;
  - 7.2.6. leave the Property at the end of a Booking by the agreed check-out time in accordance with the Booking Form.
  - 7.2.7. act with courtesy towards Essenza Escapes and its staff, the owner or operator of the Property and any neighbours.
- 7.3. Guests have exclusive use of Property which is limited to only the number of bedrooms noted on the Booking Form. The total number of persons allowed in the Property at any one time is restricted to the number of persons scheduled and paid for, generally based on two persons per bedroom. Should a group misrepresent the numbers in their party, they will be required to pay for all excess persons immediately, or may be asked to vacate the Property without refund. Note that infants under 1-year-old; if sleeping in a baby crib and not occupying one of the Property's beds are not included in the Property's total headcount but the Guest must still inform Essenza Escapes of the presence of infants. Any deviation from these rules may result in immediate cancellation of the remainder of the Booking without recompense.
- 7.4. Guests have primary responsibility for their own safety and the safety of any members of their party that may use a Property during any Booking. Essenza Escapes does not accept any responsibility for ensuring the safety of Guests during their stay.

## **8. Events**

- 8.1. Essenza Escapes wishes to maintain a safe atmosphere for the quiet enjoyment of guests. Essenza Escapes books Properties to family groups and responsible adults only; absolutely no house parties or functions such as weddings are allowed without advance written permission from Essenza Escapes.
- 8.2. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighbourhood, particularly after 10pm. If Guests are found to have had a wedding or any sort of group gathering for more persons than officially scheduled and paid for at the Property, without Essenza Escapes's advance written permission, they are subject to forfeiture of entire Property security deposit and additional charges at the joint discretion of Essenza Escapes and the Property's owner.

## **9. Pets**

- 9.1. Pets of any kind are not allowed in or on the Property's premises without specific written permission from Essenza Escapes (granted in writing prior to arrival). An Essenza Escapes agent will liaise with the Guest to arrange prior approval and an additional deposit if required. A pet or evidence of a pet found on premises will cause immediate cancellation of the remainder of the Booking and forfeiture of the Guest's entire booking funds. There may be an additional charge for commercial cleaning of the Property, if required, after a pet resides within the Property.

# ESSENZA

## **10. Swimming Pools**

- 10.1. The majority of our properties have swimming pools, which are not supervised. Some swimming pools have safety features such as pool alarms, covers and fences, but not all. You must familiarise yourself thoroughly with the depth of the pool and how to get in and out, and exercise safety and caution at all times, especially with children, non-swimmers and if diving. Children and non-swimmers are your responsibility at all times. Swimming pools are usually made available between mid-May and mid-September in Europe. In Low Season swimming pools are usually closed. Please note that if your rental falls outside high season (usually early June to end August) even heated pools (with boiler/ solar-panel systems), designed to extend the season and boost temperatures, may not be warm enough to swim in if night time temperatures are low, or there is unseasonable weather. You agree that Essenza is not responsible for the conditions which may affect pool temperatures. Pool heating is included in some villa rentals and charged at a supplement at others. Please see the villa description for details. Where pool heating is charged at a supplement, this is usually payable locally in cash. You will be charged for any damage which is caused directly or indirectly to the pool surfaces, surrounds, pumps, filters or cover by you or any of your guests. Any charges in this regard will be payable before departure.

## **11. Drugs & Hazardous Materials**

- 11.1. The Guest shall not use, or permit to be brought into any Property, any illegal substances, flammable fluids (e.g., gasoline, kerosene or benzene), or other explosives or articles deemed hazardous to life, limb or property. Evidence of illegal or hazardous materials is grounds for immediate cancellation of the remainder of the Booking and loss of Booking funds.

## **12. Check-In & Check-Out Times**

- 12.1. Guests must honor the check-in and check-out times noted on Booking Form. Failure to check out of the Property will result in a penalty charge of an additional night rate penalty per day charged to the Guest. If the Guest overstays by more than 2 hours then Essenza Escapes, the Property Management Company and/or the Property Owner reserves the right to enter the Property or any of its agents or contractors to enter the Property, remove the Guest's belongings, change the locks to the Property and take such further action as maybe necessary (and Essenza Escapes will charge you for the costs of any such action).
- 12.2. Check-in and check-out times are strictly enforced at the properties. If the Guest requires a later check-out time, the Guest is required to confirm with Essenza Escapes agent for permission in writing prior to the check-in date.

## **13. Property Access during the Booking**

- 13.1. Essenza Escapes designated staff, the Property Owner and/or Property Management Company and their respective representatives may enter the Property to perform any repairs as necessary.
- 13.2. If the Property is on the market for sale, Property owners reserve the right to allow the Property to be shown, but only by advance appointment made with the Guests' permission. Every effort will be made to schedule such brief showings at a time convenient to the Guest, to respect privacy, and not interrupt the Guest's stay.

## **14. Property Keys**

- 14.1. Essenza Escapes shall charge Guests the replacement costs as specified by the Property Owner and/or Property Management Company at their sole discretion for each set of lost or mishandled keys; gate remote controls will be charged at variable replacement cost.

## **15. Rates & Errors**

- 15.1. The information pertaining to each Property in Essenza Escapes's online portfolio was correct upon publication, but

# ESSENZA

is constantly being updated. Essenza Escapes is not responsible for errors or inadvertent omissions to website information. Prior to receiving payment, all rates and Property details are subject to change without notice.

## **16. Substitution**

- 16.1. In the unlikely event that the Property is no longer available for a Booking due to it being sold, be out of order, be inadvertently double-booked, be deemed substandard, or otherwise be unavailable for any reason, Essenza Escapes will contact you to provide an alternative accommodation of equivalent value, or a full refund of all booking fees and any applicable tax paid for original Property.

## **17. Liability**

- 17.1. Essenza Escapes is acting hereunder solely as an agent for the Property supplied under these Terms and Conditions, and assumes no liability whatsoever for Property loss or damages, nor liability for injury, accidents, delay, or irregularity arising from the Guest's Booking at the Property.
- 17.2. Transportation (rental cars, transfer services, taxis, water taxis and boat tours) are supplied by providers who operate independently of Essenza Escapes. Essenza Escapes assumes no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of providers.
- 17.3. Guests are responsible for the Property during occupancy, must lock windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. Guests must observe all cautions given by the Property Management Company or Property Owner.
- 17.4. Essenza Escapes properties are privately owned. The Property owner or the Property Management Company and Essenza Escapes reserve the right to refuse service or bookings to anyone at their complete discretion.
- 17.5. Essenza Escapes will not be liable for the provision of goods or services by third parties nor will Essenza Escapes be liable if any goods or services requested by the Guest are unavailable during their stay. Essenza Escapes will not be liable to Guests or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of the obligations hereunder, if the delay or failure was due to any cause beyond Essenza Escapes's reasonable control such as shortages, unavailability, overbooking, epidemic and pandemic, severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.
- 17.6. Essenza Escapes will not be liable to Guests in the provision of its services for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement (whether such loss arises as a result of its negligence or otherwise). Essenza Escapes liability for all losses will be limited to the cost of obtaining replacement services or the amount of the fees and charges payable by Guests under this Agreement (excluding for the avoidance of doubt the booking fees which are paid to the Property Owner and/or Property Management Company), whichever is the higher amount.

## **18. Deposits**

- 18.1. Guests will provide Essenza Escapes with a Security Deposit as detailed in the Booking Form.
- 18.2. Security Deposits pre-authorized on the Guest's credit card by Essenza Escapes are eligible for refund within 60 days post departure date in case there are breakages, damages, missing items, additional cleaning required, and/or other charges incurred as a result of the Guest's stay during or after the stay, still outstanding.
- 18.3. If payments for the Booking have been made via bank transfer, the Guest will have to submit a valid credit card for the security deposit. The Guest agrees that Essenza Escapes reserves the right to charge the Guest's provided credit card for substantiated damages in excess of the Security Deposit.

# ESSENZA

- 18.4. At some properties, the Property Owner or Property Management Company may require a cash security deposit paid at the time of check-in. In this case, the security deposit will be refunded at the time of check-out provided there is no breakage, damage, missing items, no additional cleaning required, and no other charges incurred as a result of the Guest's stay before, during or after the stay, still outstanding.
- 18.5. Essenza Escapes shall use its reasonable endeavours to mediate between the parties to resolve damages to the Property by the Guest. In the event that a mediated approach does not resolve the conflict, Essenza Escapes will disclose details of both parties to each other so they can resolve directly. The Guest agrees to the disclosure of his/her personal contact data in these circumstances.
- 18.6. Unless otherwise noted on the Guest's Booking Form, all normal utilities (except utility usage deemed careless/excessive) are included in the Booking price.
- 18.7. Guests hereby agree to pay Essenza Escapes, on behalf of the Property Owner or Property Management Company, the cleaning or replacement costs for all damages to personal property or to real estate, which may occur as a result of occupancy of the Property, excluding normal wear and tear. It shall be at Essenza Escapes's sole discretion to decide what is normal wear and tear.
- 18.8. Guests agree to take all reasonable steps to ensure that family and other members in the Guest's party adhere to the rules and regulations affecting the Property booking. Deposits are security for the performance by Guest of all obligations under this Agreement and against damages or loss incurred during the booking period, including but not limited to those arising from any violation of the Deposits section.

## **19. Hold Harmless**

- 19.1. The Guest hereby releases and agree to hold Essenza Escapes, its affiliates, the Property owner, the Property Management Company, any property managers, and their respective officers, stockholders and employees, harmless from any claim, loss, damage, or cost of expense of any person occupying or visiting the Property arising out of personal injury, including any caused by persons or carriers conveying passengers to/from their Property, accidents or death, property loss or damages; cancelled or changed itinerary resulting from any acts or omission of the owner of the accommodation, their employees or agents, or any other party not under the direct employment and control of Essenza Escapes or from any act of God, war, strikes, pandemics, government or any other event or cause beyond its control.
- 19.2. Essenza Escapes has made a good faith effort to accurately describe accommodations, but shall not be liable for any inaccuracies in such descriptions or changes in the accommodation or the surrounding properties or condition thereof, noise or inconvenience from nearby construction or for any temporary defects or stoppages in Property equipment or the supply of electricity, gas, water, plumbing, or any other services. Essenza Escapes acts as broker for the Property Bookings and shall not be responsible for problems resulting from the solvency of the Property owner; foreclosures, liens and other legal settlements affecting the viability of a confirmed booking are outside the control of Essenza Escapes and are not grounds for suit by, or refund to, a displaced client.
- 19.3. In the event of any dispute arising from this agreement, the Guest hereby consents to exclusive jurisdiction and venue of the English courts. This agreement is governed by English law which shall apply and the prevailing party will recover its costs, expenses and attorney's fees.

## **20. Extra Services & Concierge Services**

- 20.1. All Guests of Essenza Escapes have a designated concierge who will contact the Guest prior to the start of the Booking.
- 20.2. The Essenza Escapes' team will be happy to arrange further services (including chefs and cooks), sightseeing and activities according to your request. Please note that, if we make such bookings, we will not be providing the services ourselves and our only role will be to arrange the booking of the third-party services as your agent. As such, we shall not accept any liability for any failure or perform, or improper performance, of the service by the third-party. We shall only be responsible for making the booking accurately in accordance with your instructions. Please note that,

# ESSENZA

in order to make such arrangements on your behalf, we may charge you an additional fee. If additional fees do apply, we will inform you in advance of making the booking(s). It is strongly recommended that any extra services are booked well in advance of your holiday to ensure availability. If you cancel any additional services which we have booked for you, and on your behalf, within 30 days of departure, you will still be charged in full for those services unless we have agreed other arrangements with you separately. We can arrange chef services on your behalf at most villas. However, these services are subject to availability and cannot be guaranteed. Please be aware that Essenza may not have any prior knowledge or experience of the relevant chef's skills, standards, or the quality of his/her food. Essenza will therefore not be responsible or liable for any unsatisfactory catering experiences. Whilst all efforts will be made to communicate food preferences and intolerances, Essenza Escapes cannot be held responsible for any adverse reactions to meals provided at the villa, including allergies or intolerances, even if declared in advance. These are matters which you must communicate to the chef upon arrival.

- 20.3. For any extra services confirmed with the Concierge, the Guest shall pay electronically or wire transfer at the time of confirming the extra services. On occasion, the Guest will be provided with details of local third-party suppliers in order to contact them directly.

## **21. Arrival**

- 21.1. The Essenza Escapes concierge staff needs to know the Guest's airline flight numbers, as well as arrival and departure times. This is essential, as the Essenza Escapes team will need this information to finalise arrival instructions. The Guest must always travel with a list of local contact numbers provided by the concierge or Essenza Escapes agent in case of emergency. A valid passport and a photo ID will also be required.
- 21.2. The Guest must always check with its airline for the latest requirements before travel. If the Guest's flight is delayed or cancelled while en route, the Guest is required to contact Essenza Escapes so that Essenza Escapes can notify all parties involved, including transfers and car rental company - failure to do this may result in a service-related penalties.

## **22. Guest Information**

- 22.1. Essenza Escapes is required to undertake reporting, record-keeping and identification procedures. Essenza Escapes may also seek to verify Guest's details electronically. Essenza Escapes may undertake credit reference or other similar searches. For all Bookings, Essenza Escapes will ask Guests for ID documents to be passed to the Property Owners and Property Management Companies. Where such information is requested, Guests must provide such information promptly.

## **23. Miscellaneous**

- 23.1. Essenza Escapes will be entitled to assign or sub-contract its obligations under this Agreement. Save in the case of fraud, these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
- 23.2. The Guest agrees that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of the English jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid, the remaining provisions of these terms shall remain in full force and effect.

## **24. General**

- 24.1. By signing the Booking Form, the Guest agrees to Essenza Escapes Terms and Conditions and the Essenza Escapes Privacy Policy both of which are available on the Essenza Escapes website.

# ESSENZA

- 24.2. The Guest will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which the Guest owes to Essenza Escapes against any amounts that Essenza Escapes may owe to the Guest. Essenza Escapes may use employees or self-employed contractors and we shall have discretion as to which of our employees or subcontractors are assigned to perform any services we provide to the Guest.
- 24.3. These Terms and Conditions are personal to the Guest and may not be transferred.
- 24.4. If the Guest breaches these Terms and Conditions and Essenza Escapes decide to take no action or are delayed in taking action, no such failure to take action or delay shall limit the right to take action and enforce our rights and remedies for that or any other breach.
- 24.5. Essenza Escapes will not be liable to the Guest or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of Essenza Escapes's obligations, if the delay or failure was due to any cause beyond Essenza Escapes's reasonable control such as acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of utility service, transportation or communications outages, strikes, governmental action, and civil unrest.
- 24.6. Essenza Escapes agrees to comply with its obligations under all applicable laws and regulations relating to the data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation, applicable data privacy laws in the respective jurisdictions ("Data Protection Legislation"). Please refer to [Essenza Escapes Privacy Policy](#).
- 24.7. Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
- 24.8. Each party acknowledges that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

## 25. Contact Details

- 25.1. You may contact us at any time at the following details: Essenza Escapes Ltd, 19 Thornton Hill, London, SW19 4HU, United Kingdom; email: [inspire@essenzaescapes.com](mailto:inspire@essenzaescapes.com).

Signature

Full Name

Date