

General Terms and Conditions

La Sarda GmbH, Uerikon, Switzerland (Tour operator)

Dear traveller to Sardinia,

We have done our best to put together a selection of holiday accommodations on Sardinia for you and hope that you will find "your" holiday villa or apartment among what we offer. Please take note of our General Terms and Conditions below so that you know what you can expect from us and what we can expect from you. All bookings of holiday homes on Sardinia with La Sarda GmbH as tour operator based on the following general terms and conditions:

1. Concluding the travel contract

1.1. You may make requests either in written or verbal form, on paper, via the Internet, in person or by telephone via our intermediary agencies (hereafter known as "partners"). Our partners will immediately answer these requests by supplying information on availability and price. Please note that the information supplied is non-binding. You have the option of reserving the desired service with our partners at no charge and with no obligation, max. until the expiry of the option term. During this period you can communicate your booking intention, in order that can be made a registration of the services desired by you. Or you can directly choose the object for booking, whereby also takes place a registration of the desired services. With the registration you offer us bindingly as a client the conclusion of a travel contract. The registration can be made exclusively by post, fax or email. The travel contract come about only when our partners, after they have been authorized by us, sends you the booking confirmation.

1.2. You may register for the services you desire exclusively via our partners. They have been commissioned and given the authority to act as our intermediaries in order to make reservations, to book services and to confirm bookings. Our partners can therefore be considered as our legal agents and therefore hold the exclusive position of a broker. Our partners have taken over the duty of and act in our name when collecting travel service fees.

1.3. When you register for a service, you, the customer, are offering to enter a binding contract for travel services with us. Registration can be made either in written or verbal form, on paper, via the Internet, in person or by telephone.

1.4. The travel contract goes into effect when we, the tour operator, confirm the booking, both parties have signed the intermediary contract, and the advancepayment, which is stated in the contract, has been booked to the partner bank account by the deadline stipulated in the contract.

2. Payment

2.1. When the contract has been concluded, the customer is expected to make an advance-payment, as stipulated in the contract. For last-minute contracts, a single payment of the entire fee may be required; this will be stipulated in the contract.

2.2. The balance of the payment for the travel service must be paid in full at the latest 30 days before the rental agreement of the travel service begins. Please be sure to take bank processing times into account; The date on which the fee is credited to the partner's account as named in the contract is the decisive date. The customer is responsible for any applicable bank fees.

2.3. Full payment of the travel price is the prerequisite for delivery of the travel documents. The tour operator is not required to deliver the travel documents without first receiving full payment from the customer. Should the price of the trip not be paid or not be paid in full before the date of departure, or if no proof that the full payment has been credited to the partner's bank account can be supplied, and should the customer fail to pay after a reminder and additional respite, the tour operator retains the right to dissolve the contract, except in the case that a grave deficiency of the trip is already existent. The tour operator has the right to claim withdrawal fees as defined in section 5.1.

3. Services, prices

3.1. The contractual services are based on the description of services that have been made available to you by our partners. This includes both photos and descriptions of the houses provided by the partner or the partner's Internet web site, or the registration for services and the travel contract provided by the partner. Nevertheless, the tour operator retains the express right to change the furnishings of the rental property before the contract has been concluded. The customer is to be notified of these changes before the booking is concluded. At the latest eight days before the beginning of the trip, you should receive directions from the partner on how to get to your holiday home. If you have not received the directions by this point, please get in contact with the partner who booked your trip. The details and descriptions of the properties, and the information about distances found on the Internet sites of our partners and in the house brochures were provided to us by the owners of the houses. We cannot be held liable for any incorrect information. In rare cases, it is possible that the owner of the house keeps some rooms locked for his own personal use. These rooms are neither included in the description of services nor included in the details of the contract. Principally, the holiday home/apartment will be handed over to you in a well-kept and clean condition for the specified rental period.

3.2. Special customer requests can only be included in the trip registration or in the booking confirmation on a non-binding basis, unless the tour operator expressly confirms it.

3.3. For addition expenses such as for electricity, water, and gas, we stipulate a flat rate in the contract based on average usage. If your actual usage exceeds the flat rate, you will be charged for the amount above the average usage rate. You will find the unit prices in the contract.

3.4 Security deposit: In order to cover your security deposit, we require your credit card data. Please provide this by filling out the credit card form sent with the contract or by wiring the money. The actual amount of the security deposit is listed in the credit card form. In the case that the security deposit is required, we will charge the amount of the damage, up to the maximum amount of the stated security deposit, from your credit card. If the amount of damage exceeds the amount of the security deposit, you will be invoiced separately for the additional damage.

4. Changes in service

4.1. Changes to the individual travel services agreed as part of the travel contract which become necessary after the contract has been concluded and which are not caused by the tour operator as a breach of good faith are only permissible if the changes or deviations are not considerable and do not impair the overall travel arrangements. Possible warranty claims are reserved in so far as the changed travel services are impaired by deficiencies. It is the tour operator's duty to notify the traveller of changes to the travel services without delay after learning about the reason for the changes.

4.2. In the case of a considerable change to a fundamental travel service, the traveller retains the right to withdraw from the contract without incurring costs or to demand another trip of equivalent worth when the operator in the position to offer such a trip without incurring higher costs for the traveller. The traveller must claim his rights from the operator immediately after being notified by the operator of the price increase or change in the travel service.

5. Withdrawal by the customer, rebooking, substitutes, travel insurance

5.1. The customer can withdraw from the travel contract at any time before the beginning of the trip. In this case, the tour operator loses his claim to the travel price, but can demand a reasonable compensation from the traveller taking into consideration normal expenditures saved and the possible earnings generated by selling the travel service elsewhere. The tour operator estimates a lump sum for his claim of compensation based on how close the point of withdrawal is to the beginning of the rental period specified in the contract. This compensation is calculated based on the graduated cancellation fees below. Normally the following set percentages are decisive:

up to the 90th day before the rental period begins: 40%; from the 89th to the 60th day: 60%, from the 59th to the 30th day: 70% and for withdrawal later than 30 days before the rental period begins or a no-show during the rental period: 90% of the rental price, rounded up to the full euro amount.

5.2. In the connection with his withdrawal or his no-show during the rental period, the traveller bears the burden of proof for demonstrating that no or substantially lower costs were incurred than those itemized in the flat rate price or the actual calculated costs.

5.3. If, after a trip has been booked, the customer wants to make changes regarding the date of departure, the travel destination, or the accommodations (rebooking), the tour operator can charge a rebooking fee per trip participant as follows: up to the 75th day before the departure date: €30.00, in as far as the tour operator has incurred no additional costs or downtime. Rebooking after the 74th day before the departure date can basically only be done after an official withdrawal from the trip according to section 5.1. with subsequent new registration or by making individual arrangements with the tour operator.

5.4. The operator will expressly advise the customer to take out insurance coverage for his holiday trip, especially international travel health insurance and travel cancellation insurance. We recommend ELVIA insurance products. You can obtain the applicable insurance via our partners.

6. Services not used by the traveller

You have no claim to partial compensation if you do not use a particular contractual service in part or in full because of delayed arrival or early departure due to illness or other reasons not justified by us.

7. Withdrawal and cancellation by the tour operator

The tour operator can cancel the travel contract if, before the beginning of the trip, he learns of important details about the traveller or his travelling companions which would lead him to believe that this traveller or travelling companions will profoundly disrupt the sojourn, or if, after the sojourn begins and despite warnings given by the tour operator, the traveller or his travelling companions profoundly disrupt the sojourn, or if the traveller or his travelling companions behave in a manner that is in breach of contract to such an extent that the operator cannot be expected to continue honouring the contract. This applies in particular to deliberate or gross negligent damage of the rental property and its inventory. The operator retains the claim to the travel price, however, he must give credit for the value of any demonstrable expenditures saved as well for

those advantages, which he has obtained by otherwise using services unclaimed by the traveller, including possible refunds from the owner of the property.

8. Passport, visa, customs, currency exchange, and health regulations

The tour operator assumes the responsibility of notifying the nationals of the state, where the trip is being offered, about passport, visa, and health regulations, as well as of possible changes before departure date before delivering their booking confirmation.

9. Traveller participation / Duty to return the property on time / Compensation for damages due to delay

9.1. The traveller should notify the tour operator or partner of claims without delay and demand redress. The contact person is listed in the directions to the area of sojourn that will be given to you in good time before the departure date. The contact person mentioned is not authorized to recognize claims. They may only confirm to have received claims from the traveller; they are required to remedy the situation, in as far as possible. If the traveller is negligent in fulfilling his participation obligations, he can make no claims against the tour operator.

9.2. The property stated in the contract may only be used by the number of persons indicated in the contract. If the number of persons occupying the property exceeds the contractual limit, the tour operator has to right to demand an additional, reasonable compensation per day and per person. The tour operator can also demand that the unregistered persons vacate the premises immediately. This demand is to be followed.

9.3. Setting up tents, campers, etc. on the site of the contractual property is not permitted.

9.4. The traveller is obliged to adhere to the time of taking over and/or returning the property prescribed by the tour operator. Should no definite time for the return be prescribed, the property has to be returned until 11 a.m. of the last day of the contractually agreed duration of stay. After the specified time, the cleaning team is allowed to enter the property at any time for the purpose of cleaning without restrictions.

9.5. The traveller breaches a collateral duty should he fail to leave the property at the prescribed time due to actual fault, and thus will be made liable for compensation of all damages caused by him. This is because the property now cannot be cleaned at once; subsequent travellers cannot take over the property at the agreed time and can thus sue the tour operator for damages or breach of warranty. The tour operator reserves his right to recourse against the traveller who leaves the property belatedly. In every case of delayed return of the property, the tour operator has the right to claim from the traveller a lump-sum payment of € 50 for every new hour begun of delayed return of the property to the tour operator or his representatives that the traveller has to account for. The tour operator explicitly reserves his right to prove and to assert a higher damage. In that case, the tour operator is required to document and to numeralise the claimed compensation taking into consideration normal expenditures saved and the possible earnings generated by selling the travel service elsewhere. The traveller retains the right to prove that no or substantially lower costs were incurred than those itemized in the flat rate price or the actual calculated costs.

9.6. The customer is required to return the property in a reasonably clean condition. Specifically, the dishwasher is to be emptied, the garbage is to be removed, and pots, pans, dishes, and the refrigerator are to be left in a clean state. If the customer does not fulfil this obligation, the tour operator has the right to invoice any addition cleaning costs or subtract these costs from the security deposit. Pets may only be brought after previous consultation with the tour operator and his express permission has been given.

10. Limitations of liability

The liability of the tour operator for damages other than personal injury is limited to three times the cost of the trip, provided the damages are neither intentional nor due to gross negligence on the part of the tour operator or if the operator is alone responsible for damages suffered by the traveller due to the negligence of a service provider.

11. Exclusion and limitation of claims and covenant not to assign

11.1. Contractual claims against the operator due to a non-contractual set up of the rental property must be submitted in writing to the tour operator within a month after the end of the contractual rental period. If the month term has expired, claims can only be made if the traveller was prevented from keeping the deadline through no fault of his own.

11.2. Contractual claims by the traveller are limited to one year. The limitation starts on the day the trip should end according to the contract. If there are unresolved negotiations between the traveller and the tour operator concerning the claim or the circumstances surrounding the claim, the limitation is suspended until the traveller or the tour operator refuses to continue negotiations. The limitation takes effect three months after the end of the suspension at the earliest.

11.2.1. The traveller's contractual entitlements under Article 651 c to f of the Civil Code, relating to death, disease and physical injury, including contractual claims for compensation for pain and suffering, arising from a negligent breach of duty of the travel organiser, or a wilful or negligent breach of duty of a lawful representative or agent of the travel organiser, expire in 2 years. This also applies to claims for indemnity for other losses arising from a grossly negligent breach of duty of the travel organiser, or a wilful or grossly negligent breach of duty of a lawful representative or agent of the travel organiser.

11.2.2. All remaining contractual entitlements under Art. 651 c to f of the Civil Code expire after one year.

11.2.3. The time limits stated in Items 11.2.1 and 11.2.2. commence on the day on which travel should have been completed, in accordance with the contractual agreement.

11.2.4. With negotiations pending between the traveller and the travel organiser concerning a claim, or the circumstances giving rise to a claim, then limitation is delayed until the traveller or the travel organiser refuses to continue negotiating. Limitation occurs 3 months following the end of the suspension at the earliest.

11.2.5. The statutory regulations on limitation of claims for compensation by travellers, especially pursuant to Art. 199 para. 2 and Art. 199 para. 3 of the Civil Code, remain unaffected as a result of the preceding clauses.

11.3. Claims against the tour operator may not be transferred without the tour operator's express consent.

12. General conditions

12.1. Should any part of these general contract be invalid or become so, this shall not affect any other part of these conditions.

13. Tour operator

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Last revised: July 16th 2008