

## **BOOKING TERMS AND CONDITIONS**

This contract is between the property owners and the party leader who must accept the conditions on behalf of all persons named on the booking form, including those substituted or added by agreed amendment of the booking. Only persons named on the booking form are entitled to use the property.

### **Maximum Occupancy**

The villa is hotel licensed for 12 people. If exceeded you will be requested to comply with the license or eviction will occur. In these circumstances no refund will be given.

### **Property Occupancy Description**

No parties of guests who are all under the age of 21 will be accepted. An adult must accompany persons under the age of 18. At no time should children be left in the property on their own. Pets are not accepted. If our Management Company finds any pets in the home we will hold \$100 from your security deposit in order to have the carpets cleaned on your departure. For the comfort of all guests the home is designated non-smoking; however smoking is permitted on the patio area. Please use ashtrays provided.

### **Deposit**

To reserve the villa for you we require a deposit of £200/\$300, which will be considered part payment of your total cost. The villa will not be reserved until the owners have received the deposit and booking form. Once this has been received, a confirmation will be issued and the lead person will then be responsible for the balance of the rental amount being received by the owners 8 weeks prior to the arrival date. A booking can be held for 7 days prior to receipt of the signed and completed booking form and the deposit. If the booking form and deposit are not received within 7 days the held dates may be released for rental.

### **Balance**

The remaining balance of payment and a separate conditionally refundable security deposit will be due 8 weeks prior to the arrival date. If the payment is not received on or before that date, the owners reserve the right to cancel the booking unless otherwise agreed. Any bookings taken within 10 weeks of the arrival date must be paid in full when booking.

### **Security Deposit**

A separate conditionally refundable security deposit of £200/\$300 is due with the final payment. We expect that you will leave the villa undamaged, with all items in the inventory present and intact and the villa in a clean and sanitary condition. Any breakages or damage must be reported to the Management Company immediately. It is the lead person's responsibility to ensure the property, its furnishings and fittings are treated with due care.

If unusual cleaning is required, or if items in the inventory must be replaced or if repairs must be effected, or if keys are lost or not returned, or if there is evidence of offensive smells whether due to smoking or any other causes, we will undertake the work required to rectify and deduct these charges from the Security Deposit. Any balance remaining after these charges are deducted will be returned to you within 30 days from the end of the Rental Period. If the charges exceed the value of the Security Deposit you will be invoiced for this excess. You agree to pay this invoice within 7 days.

Security deposits will incur deductions for, but not limited to, the following;

- Damage to property, stained carpets or bedding and/or missing linen and towels.
- Any damage to walls and/or doors.
- Any items of inventory missing from the home
- Excessive cleaning or garbage left behind.
- Failure to return key upon departure.
- Full or part rental, if not paid for before arrival and unless otherwise agreed.

### **Alterations to Bookings**

Requests to alter a confirmed booking will be accommodated by the owner subject to availability. Where such alteration is not possible and the lead person decides to cancel the booking, the cancellation fees detailed within these Terms and Conditions will apply.

### **Limitation of Remedies, Damages and Indemnity**

In the event the owner is unable to deliver the villa to the guest under this agreement because of fire, flood, weather conditions, industrial dispute or any other cause beyond the owners control or if the property is unavailable because of delay in maintenance, or because of lack of water or sewer services, the guest expressly agrees that in no event shall the owner be held liable for any consequential or secondary damages.

The Owner cannot be held responsible for any events beyond our control. All information concerning the property is frequently checked to ensure its accuracy. However, on occasion it is possible that advertised facilities may be unavailable or changed. We cannot accept responsibility nor are we liable for any force majeure events such as fire, floods, weather conditions, industrial disputes, nor any other events that are beyond our control.

The Guest also agrees that in the unlikely event of a double booking or occupancy by the owner, every effort will be made to find you equal or better accommodation. The guest shall not be entitled to any refund due to unfavourable weather or disruption of any utility service or if the guest vacates the property earlier than the scheduled departure date. No refund will be given if the Guest is not happy with the home for the only reason that the Guest does not like the area or villa.

Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Apart from spoiling and contaminating, food left uncovered can attract insects very quickly. We respectfully ask that food is not left on the patio and crumbs and spills be cleaned up immediately to prevent an insect infestation. Any added costs for pest control services incurred from lack of care in this may be passed to the Guest.

The guest acknowledges that sections of the community are still under development and although all neighbouring properties are complete, the owner accepts no responsibility for any disruption of any kind resulting from ongoing construction work.

### **Observe all Laws and Abide by all Rules**

The Guest, his group and his visitors shall comply with and abide by all the existing and future rules and regulations governing the use and occupancy of the villa and any common areas in connection with them. The Guest and his group hereby expressly acknowledge that failure to abide by any rules and regulations pertaining to the villa or its common areas or failure to observe any Federal, State, or Local Law or Ordinance may be grounds for immediate eviction with no refund of rents. Fire alarms are situated around the entire villa. Any tampering of these alarms will result in a deduction of \$50 from your security deposit.

All bed linen and towels are provided for your needs. Please use pool towels provided for swimming.

An initial supply of toilet tissue and soap is provided for your arrival. Additional supplies and cleaning products are not provided but readily available in local stores.

### **Insurance**

It is strongly advised that the Guests take out appropriate and adequate vacation/holiday insurance cover at the time of booking. We cannot be held responsible for cancellation or curtailment costs nor any loss or damage to personal property nor can we be held responsible for any injury, sickness or deaths, however caused.

### **Price Guarantee**

Prices will not change once a deposit has been paid and a booking confirmation received.

### **Rental Period**

Check in is from 4pm on the day of arrival and check out is at 10am on the day of departure.

### **Pool**

Swimming pools are potentially dangerous. Please do not swim whilst under the influence of alcohol or drugs and unaccompanied swimming is not allowed at any time. The pool has a child safety fence that has been fitted for the safety of your children. No child is to be left unsupervised either whilst in the pool or in the surrounding area. If you have requested pool heat, please note that it will be turned on the morning of your arrival. Pool heat temperature is susceptible to the prevailing weather conditions. If the outside air temperature is very low, or if it has been raining, the pool temperature will be lowered. It is advisable to put the pool cover on the pool overnight to retain heat as much as possible.

As a condition of the use of the villa, the guest and their visitors specifically waive any claim whatsoever against the owners for any accident or claims arising from the use of the pool. The Guest also understands and agrees that they are responsible and liable for all damages that occur to the pool or the pool equipment through their tampering, misuse and/or negligence. Unsanitary conditions that arise due to the Guest misuse of the pool that require additional corrective work will be carried out and the costs of such work shall be charged to the Guest and/or deducted from the security Deposit.

### **Complaints**

In the unlikely event that you have a complaint, please contact the Management Company immediately and they will endeavour to deal with it in a timely manner. Our Management Company is available 24 hours a day should an emergency arise. Contact details are posted in the villa.

**Key and Directions**

When full payment has been made you will receive directions to the villa and instructions on obtaining the key. Please keep the key safe when you go out, as the loss of the door key will result in a charge of \$50 from your Security Deposit.

In the event that you lock yourself out, telephone our Management Company immediately, and they will allow you re-entry into the house. Unfortunately you may incur a charge for their service depending on the call out time.

Upon final departure, the key should be returned according to arrangements advised by the owner or Management Company. Failure to do so will result in a charge of \$50 from your security deposit.

**Home Maintenance**

Whilst our Guest's privacy is always respected, the owners, Management Company or their agents reserve the right to gain access to the property at any time during your stay. Where possible you will be advised beforehand.

**Maintenance issues**

We have a 24-hour period window to resolve any maintenance issues that you may have during or after business hours. In the unlikely event that the Air Conditioning Unit goes down after 6pm, leave a message on the answer phone of our Management Company and a licensed contractor will be out within 24 hours.

**Cancellation**

In the event that you cancel your booking, the following charges will apply:

- More than 8 weeks before rental start date - Full Booking Deposit.
- Less than 8 weeks before rental start date - Full Rental Cost less Security Deposit.

Although we cannot guarantee to do so, we will use our best endeavours to re-let the villa for all or part of your booking period and in the event that we are successful will adjust the above charges on a pro-rata basis. In any event the Full Booking Deposit will be retained.

**Changes**

If for some reason your plans change and you are not able to meet the arrival date we will need to be notified in writing or by telephone as soon as possible so that if necessary we can re-let the villa. At this time we will try to come to some arrangement if at all possible.

**PRIOR TO DEPARTURE PLEASE MAKE SURE OF THE FOLLOWING**

- All furniture is back in its proper place.
- All items removed from the home are returned to their proper place.
- The home is left neat and tidy.
- All garbage is taken out to the street on designated garbage days. Garbage leftover on departure should be bagged and placed in the bin in the garage.
- All keys should be returned according to arrangements advised by the owner or Management Company.

*We hope that you will enjoy your vacation villa and we ask that you treat the property with the same respect that you would your own home.*