

Terms and Conditions

Please ensure you read and understand the following 'Terms of Conditions' for your accommodation rental. If you have any queries, please do not hesitate to contact us for clarification before you sign the booking form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our 'Term and Conditions' and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday villa rental includes accommodation as booked, including services such as water electricity (excluding pool heating unless otherwise stated). NOT included in our rental prices:

- a. Flights
- b. Car Hire
- c. Holiday Insurance
- d. Pool Heating

1. Bookings are valid after:

- The booking form has been completed and signed and received by us.
- The appropriate deposit has been paid.
- The booking has been confirmed in writing by us to the Guest.

2. The person who signs the Booking Form certifies that he or she is authorised to agree to the Booking 'Term and Conditions' on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from parties of young people less than 21 years old.

3. A Booking deposit of £100 (\$170) per week must accompany bookings, which is non - refundable. Upon clearance of the payment, the booking is confirmed. The full payment (the total holiday rental cost) must be paid 10 weeks prior to the commencement of the holiday. At this time, the Booking Deposit will transfer into a Security Deposit. The Security Deposit will be returned to the Guest, less any deductions, 21 days after the completion of the holiday as long as any key(s) are returned and no damage or loss is reported by the Owner's Management Company.

The client agrees to have the following deducted from the Security Deposit:

- a. late check out fees (after 11:00 am);
- b. loss or breakage of inventory items;
- c. damage to the property or it's equipment;
- d. property left unacceptably untidy;
- e. all phone call which were not local or free;
- f. any pay per view movies

If damage is reported that costs in excess of the Security Deposit we have the right to claim this from the Guest. We reserve the right to treat the Booking as cancelled if we do not receive the balance by the

date due. Any cancellation charges detailed elsewhere in this document will then apply. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10/\$17 to cover the bank charges and our administration costs.

4. If the Guest wishes to cancel the Booking, he/she should advise the Owner immediately by telephone followed by a confirmatory letter. The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:

- 30 - 60 days notice: 50% of the rental charge
- less than 30 days notice: rental charge

5. In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any booking at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their advertising or website will be available.

6. The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss).

- To take good care of the property and leave it in a clean and tidy condition at the end of the holiday.
- To report any damage, loss, problem or concern immediately it is discovered to the Owner's Management Company in Florida. Failure to do so will make any subsequent claim invalid.
- To permit the Owner or their Agent reasonable access to the property to carry out any maintenance if necessary.
- Not to sublet or share the property except with persons nominated on the Booking Form.

7. No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of main services, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner. Furthermore, it is possible that some construction work may take place in the area of new homes. The Guest should establish the status of development prior to booking.

8. The property is available after 4:00 p.m. on the day of arrival and must be vacated by 11:00 a.m on the day of departure. Failure to comply with this may result in extra rental charges which the Guest agrees to pay.

9. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. The waiver is also applicable to people visiting the property as guests of the Guest(s).

10. The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

11. An additional fee of £95 / \$160 per week will be levied if the Guest requires the pool to be heated during their stay. Guests may use the swimming pool at their own risk. They should always observe the safety rules listed in the information and Safety Book held in the home and observe the pool safety

notice displayed in the pool area. Pool heating will be switched on, on the day ordered and may take some time to heat the pool to optimum temperature. Having ordered pool heating, the Owner is not responsible for the weather and, if it is warmer than expected, pool heating will still have to be paid for. The pool heater is a electrical/mechanical device and accordingly can be subject to failure. If such an occurrence was to happen, every effort will be made to repair the heater. If the Guest has paid for pool heating then we shall refund for the lost days of pool heating due to electrical/mechanical breakdown. We cannot, and will not refund for anything that has not been paid for.

12. The pool is regularly cleaned and chemically balanced for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to not use the pool for a period of 12 – 24 hrs for health and safety reasons.

13. As Owners of the property, we, our servants and agents, will not be liable for any loss or delay occasioned by any of the following:

- Strikes
- Riots
- Terrorist activities
- Industrial disputes
- Fire / flood
- Technical
- Weather
- Problems to transport
- Aircraft
- Closure of Airports

or any other event outside the Owner's control.

Aircraft Captains are legally entitled to deny boarding to any passenger who presents themselves at the aircraft in an unacceptable state/condition due to the influence of drink and/or drugs. Any passenger so doing will be deemed as having given notice of his/hers cancellation of the Booking at that time and the aforementioned cancellation charges will apply.

14. The maximum occupancy of the home is primarily for 6 persons. There 2 double beds and 2 singles. A further 2 guests can be accommodated via use of a sofa/bed arrangement locate in the family room. These figures are determined by the authorities within strict guidelines for Fire Safety. Please note, contravention of the above will render your booking void, all monies paid will be forfeited and you will be asked to leave the property immediately without further compensation.

15. Strictly no pets or smoking are allowed in the home at any time. Please note that contravention of the above will render your booking void and all monies paid will be forfeited.

16. Parking is only permitted on the driveway, which can comfortably accommodate 2 cars. It is a condition of the rental that you cannot park on the street or on grassed areas. Our home is situated in a quiet residential area consisting of rental homes and residential US families. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.

17. Complaints: We sincerely hope you do not have any! ...But in the unlikely event that you wish to register a complaint during your holiday, contact the property Management Company immediately and

follow this up with a letter. Give a copy to them and send us a copy on your return. Unfortunately we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.

18. British Citizens travelling on the visa waiver scheme and staying for less than 90 days should hold a full British passport which is valid for at least 90 days following their entry to the US. All other nationalities should contact the US Embassy for further information.

19. IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES THAT MAY OCCUR.

20. In order to rent the property, you must be at least 21 years of age and you must agree to abide by the 'Terms and Conditions as laid out above.