

Terms and Conditions

The signing of the Booking Form by the party leader confirms the acceptance of the terms and conditions set out below and shall be binding on the persons booking and intending to occupy the premises. Each booking will be confirmed as soon as reasonably possible after receipt of the signed booking form and the appropriate deposit.

To ensure comfort, security and peace of mind, our villa is registered with the Florida State Authorities and is in full compliance with all relevant legislation.

General

- The rates are inclusive of accommodation, electricity and water costs for up to the maximum number of occupants per unit excluding pool heating unless otherwise stated. The maximum occupancy is **14** persons for the villa and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking voided, all money paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
- Florida has a tropical climate, which is ideal for both humans and pests. These are not an unusual occurrence and, for this reason, our villa has a monthly pest control program. To help eliminate these uninvited guests we recommend that all windows and doors remain shut at all times and that all opened food is stored in the refrigerator provided. If you become aware of a pest problem inside the villa, sprays such as Raid can be purchased locally. If the problem is more widespread, you must inform our management company immediately so that the appropriate treatment can be initiated.
- Our villa has an automatic control system, which should always be set to automatic and cool or heat. You can then set the temperature required. Air conditioning will **ONLY** work effectively when all the doors and windows are fully closed and if you reduce the temperature on the thermostat by a few degrees then give the system enough time to reach the new temperature. 75 to 80 degrees should be comfortable. The system should **NEVER** be set lower than 75 degrees as this will cause the system to freeze up and stop working altogether (for which you will be charged). The system is very effective when used properly. Please note outside these temperatures the A/C may fail and need expensive repairs which guest will be liable for the charges.
- Fire alarms are situated around the entire villa. Any tampering with these alarms will result in a deduction of \$50 from your security deposit/bond.
- This is a self catering villa and supplies need to be brought or purchased on arrival. There will be only a limited amount of toilet tissue and a few small bars of hand soap. You will need to purchase items such as detergent, cloths, washing powder, trash bags etc. With a small amount of fees, you can purchase the following “starter kit”:
 - **Welcome pack – \$35** - Tea, Coffee, Milk, Sugar, Orange Juice, Bread, Butter, and Cookies.

Booking Procedure & Payment Terms

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 terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

- If you want to book our villa, you must complete a booking form.
- The completed booking form must be signed and returned with either a non-refundable deposit of USD \$300/week of the rental amount or the full rental amount.

- Payments can be made by check, bank transfer, PayPal or credit card. Handling fees, if any, will be met by the guests.
- A booking will only be considered firm when the deposit has been received and we have acknowledged the booking in writing or via email to the guest.
- Provisional bookings will be held for seven days only.
- The balance is due **TEN** weeks before the date of arrival at the villa.
- Bookings made within ten weeks of arrival are payable in full at the time of booking.
- A security deposit of USD \$500 is required and must accompany your final payment. This will be refunded in full no later than thirty days following your return home upon receipt of a satisfactory management report that there has been no loss or damage to the villa. Any charges made to the security deposit will appear within thirty days and you will be notified promptly should we find it necessary to make a charge.
- Rentals of less than seven days will incur an additional cleaning fee of USD \$125.
- All Rates are subject to County and State taxes currently totaling at 13%.

Accommodation

- All bed linen and towels are provided for your needs.
- The property may only be occupied by two people per bedroom, with sofa bed, maximum of fourteen people. Infants under the age of three do not count towards the maximum occupancy number.
- The villa is provided only for the number of persons indicated by the guest on the booking form at the time of booking. An additional charge of USD \$80 will be made per additional person per night when the number of people occupying the house does not agree with the booking form.
- The villa is provided only for the guests as detailed on the booking form.
- The villa will be available to guests after 4:00 pm (16:00) local time on the day of arrival.
- The villa must be vacated by 10:00 am (10:00) local time on the day of departure.
- Early arrival and late departure is not possible unless previously agreed. Failure to comply will result in additional charges of USD \$80 per hour and you will be asked to leave the villa immediately.
- An adult must accompany guests under the age of 21.
- It may be necessary for staff or agents of our management company to enter the premises during your stay at the villa in order to perform routine maintenance or repairs. Your privacy will be respected.

Use of Swimming Pool

- Do not allow children to use the facilities unsupervised or allow adults under the influence of alcohol or drugs to enter the water.
- We will not be liable for any loss or injury resulting from the use of the villa, and the pool.
- No items of any description other than people or pool toys are to be placed in the pool.
- For your own safety, glass, crockery and bottles are not allowed in the pool or nearby vicinity.
- You will be liable for the full cost of any damage (including loss of rental income while any damage is repaired) if you do not adhere to the terms and conditions of the swimming pool.
- Pool heating is recommended (but not compulsory!) for stays between October & April (but can be ordered for any month, to your choice) and must be requested on the Booking Form - there is a 4-day minimum period for pool heating.
- We have a thermal blanket for the swimming pool and request that you cover the pool with it at night and whenever you are not using the pool during the day. This will help to ensure that the water temperature is maintained so that whenever you wish to swim it will be lovely and warm. If you don't use the blanket at night then the water temperature will drop at least 15 degrees by morning and you'll have an unpleasant surprise when you jump straight in! Also, if the ambient day time temperature is low, then the heater will not be able to recover any overnight temperature loss and the pool will then stay cool. The blanket is very easy to put on and then take off again. Please do not permit children or adults,

to walk, sit or attempt to stand, on the pool blanket when it is covering the pool. It will not hold their weight and will quickly envelope them and they will be drowned. Once it gets water on it then the blanket becomes very heavy to lift and unwieldy to move and you would not be able to get the person out in time to save them.

- Our pool is regularly inspected, cleaned and maintained but may be affected by dust, dirt or insects, particularly during or after bad weather. Very occasionally, pool heating or lighting, etc breaks down - in the unlikely event that the pool heating breaks down during your stay (if you have pre-ordered this), the management company will either provide the owed day(s) pool heating at a later time or, if this proves impossible, refund the unused portion of pool heating costs. If pool lighting breaks down, this may not be able to be restored without draining the pool - if this is repaired during your stay, please be aware that you may not be able to use the pool for up to 72 hours whilst the water is drained, the light(s) repaired and the water restored to normal levels. For this reason, pool lighting breakdowns are normally repaired when the villa is unoccupied to avoid guest inconvenience.
- We have no control over the weather! We are unable to guarantee the water temperature with pool heating, as this will depend on the prevailing weather conditions. If you have ordered pool heating but the weather is warm, you will pay for ordered pool heating as this will have been turned on in advance of your arrival and no refunds will be given in these circumstances.
- If you order pool heating from your check-in date, we cannot turn pool heating on for you whilst your rental home is occupied by other guests. Pool heating will be turned on (at some time between 11 am up to 4pm check-in time) on your check-in day, prior to your arrival depending on the weather conditions the water can take 24 hours to reach optimum temperature.
- The pool is cleaned and chemically balanced every week 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 be out of the pool for a period of 12-24 hours for safety reasons.

Use of Utilities

- Normal usage of gas, water, local telephone calls and electricity are included in the rental price.
- You will be subject to the full costs of any additional charges for abuse of utilities or the telephone if for the period of your stay bills are in excess of 15% of normal usage.
- Cable TV, and broadband internet access are provided and are included in the rental price.

Smoking

- For the comfort and safety of guests, our villa is non smoking.
- Guests are welcome to smoke on the pool deck, provided that ashtrays are used and stubs/butts are carefully disposed. If the management company finds any evidence of smoking inside the villa during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All money paid will be forfeited and you will be liable for a deep cleaning fee - this will include but is not limited to: professional cleaning of all soft furnishings, linens, carpets etc, as well as a "clean air" fee to replace all air conditioning filters and de-odorizing costs.

Animals and Pets

- Animals and pets are not permitted in the villa.
- We have a strict NO PETS policy. If the management company finds any evidence of pets during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All money paid will be forfeited and you will be liable for a deep cleaning fee and pest control charges - this

will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and deodorizing costs.

Security Deposit/Bond

- We do require a refundable security/breakage deposit to be paid at the time of your final payment. This deposit of USD \$500 will be repaid to you by check or credit card, within 30 days of your departure, providing the local management company has reported no breakages and you have returned the keys as requested. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains or extra dirty of the villa etc.
- Failure to return the key to the lock box when you leave the property at the end of your stay will incur a replacement fee of USD \$50. Do not change or attempt to change the code on the lock box.
- You will be provided with 1 key for the villa. In the situation that you lock yourself out, you need to phone our management company immediately, and they will allow you re-enter into the house. Unfortunately you will incur a small \$35 charge.
- The client is held responsible for any damage or breakages or lost that may be caused to the property and its contents, and also for any items in the inventory during your stay. All damage and faults caused or found at the villa must be reported to our management company at the earliest opportunity. We understand accidents can happen and small breakages for example breaking a plate will not be charged to your deposit. However, please inform the management company as soon as possible so that it can be replaced for other guests.
- A SONY PlayStation 2 has been provided free of charge for use by the Guest. This system includes the main unit (which also serves as a DVD player), two controllers, several games and a memory card. Guest is responsible for the proper use of the PS2 system and its various components. If, when inventory is completed upon Guest's departure, it is noted that any games or other components of the system are missing, the cost to replace the missing items will be deducted from the Security Deposit.
- A DVD player and a CD player are also provided for you to use.
- Charges for damages, losses or any maintenance or repairs to the premises, equipment, amenities or fixtures, or any cleaning services over and above those normally required to prepare the villa for the next guest which are necessitated by misuse or extraordinary uncleanness, will be at the discretion of the management company and will be deducted from the Security Deposit.
- This rental villa is designated as a "No Smoking" villa, and all guests agree to refrain from smoking inside the house. In the event that neutralization of smoke odors from cigarettes, cigars, pipes or other smoking materials is required, or in the event that burn marks from cigarettes, cigars, pipes, or other smoking materials are detected, the cost for elimination of those odors or repair of the burned marks will be deducted from the Security Deposit.
- We retain the right to retain the security deposit (either in part or full or even over the security deposit) to cover breakages, damage or non-return of the keys. Receipts for repairs / replacements will be provided in the unlikely event that such retention of the security deposit is required.
- In the event that any damage or loss is assessed to be in excess of the amount of Security Deposit collected, the Guest will be held responsible for full reimbursement of the outstanding amount and agrees to pay said amount with fourteen (14) days of written notification of such by the Owners.

Cancellation

- Once confirmed, you may cancel the booking at any time subject to the clauses detailed below.
- We reserve the right to cancel the booking if payment has not been received in full in accordance with the conditions set out in the booking procedure and payment terms stated above.
- Cancellation must be in writing.
- The following cancellation charges apply to all rentals:

- More than ten weeks before arrival date – loss of deposit
- Between ten and five weeks before arrival date – 50% rental amount
- Less than five weeks before arrival date - 100% rental amount.
- The security deposit is not subject to cancellation charges and would be refunded in full.
- PLEASE NOTE: there is no penalty if you cancel but decide to reschedule your vacation dates within 3 months. You have to travel within 6 months but you must set your vacation dates within the first 3 months after your cancellation. We just hold your deposit pending your new vacation dates. But alterations to confirmed bookings within 3 month, we may charge an administration fee of \$40. Please confirm all changes in writing.

Loss/Damage/Cleanliness of Villa

- The management company will inspect the property for loss, damage and cleanliness following your departure.
- The lead renter will be liable for all costs resulting from this inspection other than any costs arising from acceptable wear and tear.
- Any loss, damage or cleaning fees exceeding the security deposit amount must be fully reimbursed by the lead renter within seven days of departure.

Liability Limitation

- We, the homeowners, accept no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from circumstances outside our control such as war or threat of war, fire or adverse weather conditions, government action, technical problems with transport, closure or congestion at airports, cancellations or changes of schedules by airlines or theft from the villa premises, both interior and exterior including garage/game room and pool area. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).
- We, the homeowners, do not accept any liability for any accidents, injuries or illness that occurs while on the premises or its facilities. We are not responsible for the loss of personal belongings or valuables of the guests. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
- We, the homeowners, do 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.
- We, the homeowners, accept no responsibility or liability for loss or damage to personal items while traveling to the property, staying in the property or after departure from the property.
- 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 mains service, 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 the development prior to booking.
- In the unlikely event of us being negligent and/or in breach of our contract with you, our liability shall be limited to the cost of your booking with us.

Accuracy of information

- A great deal of care has been taken to ensure the accuracy of information we have provided. However, facilities and services may not be open or available due to renovation/maintenance works, adverse

weather etc. Where we are aware that a facility or service advertised in the information provided will not be available during the period of your stay, we will take steps, wherever possible, to notify you prior to travel.

- At times it may be necessary to replace items at the villa with similar items of an equivalent or better standard. Wherever possible, we will endeavor to notify you of such changes prior to your travel.
- All other information on our website has been gathered for your reference and deemed accurate at the time of posting; it is provided in good faith, however we do not in any way guarantee the accuracy of the content.
- We reserve the right to reasonably amend any of the terms and conditions set out herewith.

IMPORTANT - WE STRONGLY ADVISE ALL OUR GUESTS TO TAKE OUT TRAVEL INSURANCE FOR YOUR WHOLE PARTY, WHICH INCLUDES CANCELLATION CHARGES COVER (UK GUESTS ARE ALSO ADVISED TO TAKE OUT A POLICY WHICH INCLUDES MEDICAL COVERAGE) AS SOON AS YOU HAVE BOOKED ANY PART OF YOUR HOLIDAY OR VACATION.

IF YOU CHOOSE NOT TO DO THIS, YOU NEED TO BE AWARE THAT YOU WILL PERSONALLY BE RESPONSIBLE FOR PAYMENT OF ANY CANCELLATION CHARGES WHICH MAY BECOME DUE.

We want our villa to remain as clean and tidy for each and every visitor, so please respect our villa and treat it with the care you give to your own home.

I, the Guest, accept the terms and conditions of the reservation as outlined above.

Signed

Print Name

Date.....