

Terms & Conditions

Please ensure you (hereafter called the Guest) read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification before you agree and submit the 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 terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes: Accommodation as booked, including services e.g. Water and Electricity, (excludes pool heating unless otherwise stated).

NOT included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance d) Pool Heating.

Distance Selling Regulations

Cancellation rights will last for seven working days, counting from the day after the contract (booking) is confirmed.

1. Bookings are valid after:
 - a) The appropriate deposit has been paid and
 - b) The booking has been confirmed in writing or email by the Owner to the Guest.

2. The person, who completes the Booking Form, certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those submitted or added at a later date. The person 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 under 21 years of age.

3. To confirm a booking, a **down payment** of 25% of the rental cost is required, which is non-refundable. Upon clearance of the payment, the booking is confirmed.

The balance must be paid 10 weeks prior to the commencement of the holiday, along with a refundable Security Deposit of £200 / \$300. A higher security deposit of \$500 is required of short bookings.

The Security Deposit will be returned to the Guest within 28 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. If damage is reported, then we reserve the right to claim this off the Guest.

We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. 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 / \$15 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 confirmatory email. 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:

Less than 70 days' notice: 100% of the rental charge.

5. In the unlikely event that circumstances beyond the Owner's control necessitates the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings 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 brochure 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 loss).
 - a) To take good care of the property and to leave the property in the same state of cleanliness and general order in which it was found. The Management Company will be entitled to make an additional charge to the Guest if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Guest's departure.
 - b) To report any damage or loss **immediately as it is discovered** to the Owner's Management Company in Florida.
 - c) Guests are liable for the cost of an engineer call out, where there is no fault found.
 - d) To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary.
 - e) 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 mains services, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.
8. The property is available after 4pm on the day of arrival and must be vacated by 11am on the day of departure. Should you wish to extend your stay or enquire about a late check-out, this may be requested at least 24 hours prior to departure (11am previous day). Should this option be available, a nightly rate will be charged at your current tariff, subject to a minimum of \$75. Failure to comply with this may result in extra rental charges, which the Guest agrees to pay, subject to a minimum of \$100 plus a night at rack rate.
9. The Owner does not accept any liability for injury, loss or damage 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 adequate insurance policy (ies) to cover all risks. This 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. Pool. An additional fee 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 villa and observe the pool safety notice displayed in the pool area.
12. 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 Guests to be out of the pool for a period of 12-24 hours for safety reasons.
13. As owners of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical / weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control.

Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of drink or drugs. Any passenger so doing, will be deemed as having given notice of his / her cancellation of the

booking at that time and the aforementioned cancellation charges will apply.

14. The maximum occupancy is calculated by the number of bedrooms times 2, (ie. 6 Bed home $6 \times 2 = 12$), this is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
15. Strictly no pets or smoking are allowed in the villa at any time. Please note that contravention of the above will render your booking void and all monies will be forfeited. An extra cleaning cost of \$500 will also be levied and you will be asked to leave the accommodation immediately.
16. Our home is situated in a quiet residential area consisting of a mix of rental homes / 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. **Liability and Loss of Visitor Property**
The Owner does not accept any liability for the loss of guests' property. Lost property will normally be disposed of, if it is not collected within 7 days and a reasonable charge may be made to cover administration and to cover the costs of storage and handling of lost property.
18. **Complaints**
We sincerely hope that you do not have any, but, in the unlikely event that you wish to register a complaint during your holiday, please contact the Owner's Management Company 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.
19. British and Irish citizens travelling on the visa waiver scheme and staying for less than 90 days, should hold a full British or Irish Passport, which is valid for a least 90 days following their entry to the US. All other nationalities should contact the US Embassy for further information.
20. **BBQ**
If you have hired a BBQ, it will be delivered to you with a full bottle of gas. Utensils can also be hired for a cost of \$10.

It is against Florida Law to use the BBQ within the screened enclosure. It must be positioned outside of the screened enclosure away from the house. Any damage to the house or the pool screen caused by use of the BBQ will be chargeable and deducted from your security deposit.

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