



## **TERMS & CONDITIONS**

The terms and conditions for booking our villa are listed below. Please keep this sheet for your reference.

### **BOOKINGS**

The signing of the booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list).

Should the home be over occupied - you will be removed from the property with no refund. Should it be found upon departure evidence of over occupancy, the security deposit will not be returned. The maximum occupancy is for 10 people.

No all male parties or parties of guests who are under the age of 21 will be accepted. No pets allowed. For the comfort of guests this is a no smoking villa.

To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

### **RENTAL PERIOD**

Stays of 5 nights or less will incur a cleaning fee.

The villa is available for occupation from **4.00pm** local time on the day of arrival and is to be vacated by **10.00am** on the morning of departure. Vacating after 10.00am may incur a charge equivalent to one days accommodation cost unless previously agreed with the owner or Management Company. Guests can arrange authorisation to arrive earlier or depart later if the villa is empty.

### **PAYMENT**

Together with your completed booking form, a non- refundable deposit of £100 per week is due within 7 days of your provisional booking. Upon receipt of your deposit we will send you confirmation. Payment of the balance is due 8 weeks prior to your arrival date. Assuming receipt of the same, we will send out directions and lock box number to your villa 2 weeks prior to your arrival. Failure to pay final balance within 8 weeks prior to your arrival may lead to cancellation of your reserved property and loss of deposit.

### **SECURITY DEPOSIT**

The client is solely responsible for any damage or breakages that may be caused to the property or its contents during their stay. We require a refundable security breakage deposit of £200 to be paid with your balance prior to travel. This deposit will be repaid to your party once the management company has reported no damage and you have returned the keys. Our local management company checks the home before your arrival and after your departure and will advise us of any damage/loss. This may include additional cleaning costs for removal of stains due to spillages. We reserve the right to retain the security deposit (either in part or full) to cover damage or non- return of keys. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is necessary. Plus further documentation or photographs can be provided if requested. We reserve the right to pursue a guest for recompense for any and all damages caused which may exceed the value of the security deposit and will require payment within 14 days of being served notice of this.

Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.



Should the property be found in an unacceptable condition (excessive trash, excessive laundry or generally neglected) we reserve the right to retain the total security deposit plus further costs if required. A list of departure instructions will be provided in your home to help with your departure of the property. We recommend you use this as a checklist upon your departure to reduce the risk of any charges.

### **CANCELLATION BY GUESTS**

In the event of your party needing to cancel, the following conditions will apply.

- Up to 8 weeks - no cancellation charge
- 4-8 weeks - 50% of rate refunded
- 2-4 weeks - 25% of rate refunded
- Less than 2 weeks - no refund
- Any cancellation within the final 2 weeks will regrettably result in loss of the whole booking fee (not including the security deposit)
- Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and retain the deposit. If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.
- We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.

### **FORCE MAJEURE:**

The owners and their management company accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond our control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

### **DIRECTIONS, KEYS & CODES**

It is your sole responsibility to ensure you have all documentation relating to the directions to your home together with the code for access through the community gates, the lock box codes for access to the keys to your property BEFORE you depart for your vacation. For security measures, lock boxes may be changed at last minute at management's discretion. Should you not be able to gain entry, you **MUST** call the emergency number (863 420 7775) for the access code on the day of your arrival. No compensation or refunds will be given for non-entry to the reserved property should a call not be made at the time of your arrival. If you call out of hours, please leave your name and a contact number and you **WILL** be called back that day / evening.

### **SAFETY & SECURITY**

To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property. The swimming pool and its equipment are used entirely at the guest's own risk. No diving is allowed and children must be supervised at **all times** whilst in the pool area. Glass is not permitted in the pool area at any time. Please use the plastic items provided.



## **COMPLAINTS**

In the unlikely event of a problem arising whilst you are on holiday (relating to our villa) you should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with our villa is paramount to us and should you consider that the matter is of a serious nature, you must contact our management company **DURING** your stay and not upon your arrival home. If the problem has not been reported during your stay we cannot accept any responsibility.

## **DISCLAIMER**

**LIABILITY** - The property is privately owned and neither the owners nor their appointed management company accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

The owners and their management company reserve the right of entry to the property at any time. (This includes such workers as pool maintenance, gardeners etc)

Website description: whilst all information supplied on the website is deemed to be correct, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

## **LAW**

This contract is subject to and shall be constructed in accordance with the laws of Florida and the parties hereby submit to the exclusive jurisdiction of the American courts.



## POOL INFORMATION

(Please read carefully)

Prior to your arrival, you may have arranged with the owner to have your pool heated for your stay. Here are a few points to be aware of with the pool heating during your stay.

- The Pool heater is turned on the morning of your arrival and can take 24 filtering hours to heat to capacity.
- The heater is set to 86 degrees. Pool filtering times are typically 9am - 5pm, while the pool is filtering the pool heater is on. The pool heater is not on throughout the night. So you will feel the pool is a little cooler in the mornings.
- The use of the pool blanket will help retain heat, we advise you keep the pool blanket on the pool whenever the pool is not in use.
- The pool heater will **NOT** work as efficiently in weather cooler than 65 degrees. During the cold weather in Florida, the pool heater will struggle. Refunds are not granted due to cold weather affecting the pool heat. Your pool will be cooler than the set temperature.
- If you believe there is a problem with the heater, please report to the management company and we will be happy to visit the heater within working hours. You do not need to be in for this as we can access the heater from outside. Should we find a problem with the heater, you will be refunded any days lost from the day it was reported to the management company. No further compensation is granted.
- In the event of a pool heater failure, we will schedule a licensed engineer to visit the property. The engineer is only available during working hours (Mon-Fri, 9.30am - 4.30pm) and has a 24 hour period in which they will visit the pool heater from the time of reporting the issue. There are NO weekend call outs to non-urgent matters, including cold pools.
- The heaters will shut down if the water level is low in the pool. The pool company visits this pool once a week to check chemicals, hose deck and top up the pool if needed. Should the water level drop in between those visits, we do kindly ask you to top up the pool using the hose as this will stop your pool heater from shutting off.
- We kindly ask that pool heating questions and concerns are reported during office hours, this will ensure correct recording of your call. The out of hours emergency line/voicemail is to be left open for emergencies only. Thank you for your consideration.

### **POOL & SPA HEATING / CONDITION OF POOL**

The spa and pool are under the care of contractors, and are serviced and chemically balanced weekly. It is possible in between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). We invite you to use the nets or brushes provided in between services to keep pools in good condition. Any major concerns are to be reported to the management company. Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. The owners, and Management Company, will not be held responsible for the failure of the same however; we will do everything within our power to remedy the difficulty as soon as possible.

Spa and pool call outs are only during working hours. Should guests require attention that is non-emergency related (i.e. pool not heating) there will be a call out charge of \$50.

According to Chapter 515.33 of the Residential Swimming Pool Safety Act:

Anyone tampering with or disconnecting pool alarms commits a misdemeanour of the second degree, punishable by a \$5000 fine or one (1) year in jail. Our Management Company charge a **minimum fee of \$75.00 per alarm** for its repair/replacement Please do not tamper with the pool alarms.