

## **BOOKING TERMS & CONDITIONS**

### **INITIAL BOOKING & DEPOSIT**

Provisional bookings can be made via the telephone or email and will be held for 7 days, allowing for the deposit to be received. A 30% deposit is required to confirm your booking along with a signed booking form. The lead person on the booking form must be over 25 years of age and must be a member of the party occupying the villa. By signing, he or she certifies that they agree to the Booking Terms & Conditions on behalf of all persons included on the booking form and will be deemed as the agent for the whole party. Bookings cannot be accepted from anyone under the age of 25.

### **BALANCE PAYMENT**

The remaining balance will be payable 8 weeks prior to the date of arrival. Bookings that are made within 8 weeks of departure are payable in full at the time of making the reservation. The owner reserves the right to cancel the booking if payment is not received by the due date. Rentals are inclusive of electricity, water and local taxes.

### **SECURITY DEPOSIT**

A GBP£300/USD\$400 security deposit is required with the balance payment and will be refunded once the property has been cleaned and checked for damage or loss of property. In the event of any charges being made you will be advised in writing, otherwise the deposit will be refunded within 21 days of return.

### **VILLA OCCUPANCY**

The villa is licensed by Polk County, Florida for a maximum occupancy of 11 (eleven) persons, including children and babies. Only those persons named on the booking form are permitted residency of the villa for all or part of the rental period. Any persons occupying the villa overnight who are not shown on the booking form will be requested to leave the premises by the Management Company.

### **CANCELLATION OF BOOKING**

Written confirmation is required in the event of a booking being cancelled and charges will be made accordingly:- Not less than 70 days (10 weeks) prior to departure - Deposit Only Not less than 56 -69 days (8 up to 10 weeks) prior to departure - Deposit plus 50% Less than 56 days (8 weeks) prior to departure - 100% We will however endeavour to find a replacement booking and reimburse accordingly where possible. In the unlikely event that the owners, due to events beyond their control, have to cancel the bookings, the owners will endeavour to locate a suitable alternative villa. If the owners are unable to provide an alternative villa or if one is found but not accepted by the principal hirer then the owners will make a full refund of all monies paid. However the owners, Management Company or their agents will not be liable for any further losses that be incurred by the clients.

### **IF WE CANCEL YOUR BOOKING**

In the event of circumstances beyond our control requiring us to cancel a reservation i.e. including acts of God, civil disturbances, riots, flood, drought, fire and legislation, only repayment in full of any monies paid in respect of the reservation will be made. We will endeavour to find suitable alternative accommodation through our Management Company, however we cannot accept any liability whatsoever in respect of any loss or damage sustained by the hirer in these circumstances in relation to any other services / transport purchased.

### **INSURANCE & HOME SECURITY**

We strongly recommend that you arrange adequate holiday insurance which should cover the cost of cancellation by you, all medical costs and the cost of assistance, including return to the your home destination in the event of an accident or illness. Whilst our home is protected by home & contents insurance, as well as public liability, our home insurance does not cover guests personal belongings - it is therefore recommended that your insurance cover these items also (this is standard). Please be aware that many insurance companies will only cover you if you use the alarm system & safe provided and lock all doors when the home is vacant. This is your responsibility, we can not take any responsibility for none compliance. Although we are on a gated community, this is not a guarantee that our home and your belongings are safe at all times.

### **ARRIVAL & DEPARTURE**

The villa is available after 4:00 p.m. on the day of arrival and must be vacated by 10:00 a.m. on the day of departure. Failure to comply with this may result in extra rental charges which the Guest agrees to pay.

### **SWIMMING POOL & HEATING**

The villa has a private swimming pool. The Owners do not accept any liability for any injury however caused as a result of the use of the pool. Guests may use the swimming pool at their own risk and diving is not permitted. A pool safety screen has been fitted and guests are specifically requested not to allow unsupervised children to use the pool at any time. Local laws apply. Pool Heat is available at an extra cost. In the event that pool heating is requested, we cannot guarantee the temperature of the pool water or spa as this varies according to local factors, especially the prevailing weather conditions. Plastic glasses and crockery are provided for use around the pool. Glass and crockery is not allowed around the pool.

**DO NOT ALLOW UNSUPERVISED CHILDREN TO USE THE POOL, SPA, GARAGE, OR ANY SUCH AREAS. ITEMS SUCH AS CLOTHES, TOYS, ETC. MUST NOT BE LEFT IN POOL OR SPA.**

### **POOL HEATING**

Pool heating is an optional extra arranged at the time of booking and is normally requested between the months of November - April. This is subject to weather conditions - the colder the weather the longer the heater will take to warm up. Guests are not permitted to touch the pool heater controls. Any sign of tampering and the pool heat will be turned off with the payment being forfeited. Pool heating will be switched on during 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 still has to be paid for. Like you, 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. The heater is a mechanical device, as with any mechanical device it can be subject to electrical / mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. If the guest has paid for pool heat, then we shall refund only the days you are without pool heat. We cannot and will not refund for anything that has not been paid for. Any problems with the pool should be reported to the Management Company.

## **Air Con Units**

Air conditioning units must not be run on **full** as they freeze up and become damaged. The renter then becomes liable for the repair of the unit.

## **POOL CLEANING**

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.

## **SMOKING**

We have a strict **NO SMOKING** policy. If our Management Company find any evidence of smoking during your stay, this will be regarded as a serious breach of contract and the whole party will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee along with a 'clean air' fee to replace the air conditioning filters.

## **PETS**

To ensure the comfort of all of our guests, we have a strict **NO PETS** policy. If our Management Company find any evidence of a pet staying at the villa, this will be regarded as a serious breach of contract and the whole party will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee of the entire property.

## **LIABILITY LIMITATIONS**

Please note No responsibility is accepted for any loss of personal items while staying in the property or after departure.

The owners will not be liable for any loss or injuries resulting from use of the villa, pool or any part of the property howsoever caused.  
All guests must follow the rules and notices of safety matters.

Parents must at all time obey the rules and supervise children when using pool facilities or estate facilities.

The pool safety net must be kept on at all times for safety of children. Management Company or the owners accept no responsibility or liability for failure of any equipment in the property. After notification of equipment failure, the management company will endeavour to rectify the problem in a reasonable and timely manner.