

TERMS AND CONDITIONS

1. BOOKING

The Booking Form must be completed and signed by the party leader (hereafter called the Guest(s)) who must be over 18 years of age. The signing of the booking form shall be deemed to constitute the acceptance of the Booking and Payment Procedure plus Terms & Conditions by the Guest and shall be a warranty by the person so signing that they have the authority to act on behalf of the persons named on the booking form including any substitutions or additions by any subsequent agreed amendments to the booking.

The procedures and conditions will still apply even if for any reason the booking form has not been completed by the client, e.g. in the case of a late booking requested by telephone which necessitates immediate commitment.

The booking is not accepted until the completed and signed Booking Form together with the appropriate deposit has been received and the Acknowledgement/Receipt has been issued. If the booking is not accepted for any reason the deposit will be refunded in full. Amendments to, or cancellation of a booking by the Guest will be subject to the provisions of sections 6 and 8 of these terms and conditions.

The accommodation cannot be shared, assigned or sublet and only the persons shown on the booking form are permitted to stay in the property. Persons/children under the age of 18 years are not acceptable unless accompanied by parents or an adult.
No pets permitted

2. PAYMENT

Deposits and Payments are to be made in accordance with the Booking & Payment Procedure. Failure to comply with the payment procedure will be deemed to be a cancellation by the Guest and will be subject to the cancellation charges as detailed in Section 8.

3. THE RENTAL PERIOD

Reservations normally run Saturday to Saturday and are for a minimum of 7 nights.

The villa is available for occupation from 4.00 p.m. (local time) on the day of arrival until 10.00 a.m. (local time) on the day of departure. Vacating after 10.00 a.m. may incur charges equivalent to one day's accommodation cost.

4. RENTAL CHARGES

The villa rental charges and the items included are as detailed under "Weekly Rental Charges".

5. PRICE GUARANTEE

The rental price for the villa is fully guaranteed when the deposit has been paid and the acknowledgement / receipt has been issued.

6. AMENDMENTS

The effective date of any amendment is the date on which details of the proposed amendment are received in writing. Whenever possible, any amendment to the booking requested after the booking has been confirmed, will be accommodated. Dependant on the nature of the amendment additional costs may be incurred.

7. THE SECURITY BOND

The Guest is solely responsible for any damages or breakages that may be caused to the property or to its contents and also for any loss of items in the inventory during their stay. Therefore a £200.00 refundable security bond payable with the final balance, will be held against such an eventuality. The villa is inspected both before and at the end of each occupation and upon confirmation that all is in order, this deposit will be refunded in full. Since it is not possible to check the accommodation before departure, the security bond will be reimbursed as soon as possible after the Guest has returned. Charges for damages / losses or any maintenance / repairs to the Villa, equipment, amenities or fixtures necessitated by misuse will be at the discretion of THE OWNERS and will be deducted from the Security Bond. In the event of any damage / loss which is assessed to be in excess of the Security Bond, the Guest will be held responsible for full reimbursement of the outstanding amount within fourteen days of notice of such costs. It is important that the property be left clean and tidy at the end of the rental period.

8. CANCELLATION BY CLIENT

Any cancellation by the Guest must be notified in writing directly to THE OWNERS. Cancellation by telephone will not be accepted. In the event of cancellation by the client, the following charges will apply :-

PERIOD BEFORE DEPARTURE	CANCELLATION CHARGE
More than 10 weeks	Deposit
Less than 10 weeks	100% of all costs (i.e. no reimbursement)

Note: All Guests are strongly advised to have adequate travel / holiday / medical insurance in force for all members of the party and for the entire period of rental. (Travel insurance may cover the cost of cancellation for reasons beyond your control).

9. CANCELLATION BY HOME OWNER

In the unlikely event that circumstances beyond our control, necessitate cancellation of the booking, we will refund any monies paid by the party leader (without interest, compensation or consequential loss of any kind).

10. INTERNATIONAL TRAVEL REQUIREMENTS

Guests are personally responsible for the provision of international travel / health documentation. Cancellation caused by Guests due to incorrect documentation will be charged the relevant cancellation fees.

11. FORCE MAJEURE

THE OWNERS and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control.

12. COMPLAINTS

In the unlikely event a problem should arise whilst on holiday relating to the Villa, the Guest should immediately contact our Management Company (their details will be supplied prior to your departure & are also to be found in Welcome Book, which is to be found in the Villa). The Management Company will seek to resolve matters speedily.

13. BROCHURE DESCRIPTION

Whilst all information supplied in the brochure is deemed to be correct and to the best of our knowledge, it is understood that the information supplied is for guidance purposes only, could change from time to time, and does not form part of any contract.

14. LIMITATION OF LIABILITY

Although every effort is made to ensure that the villa is in perfect condition, and as described in the literature supplied. It is a condition of acceptance of the Terms & Conditions that the Guest understands this information is as supplied at the time of writing and is subject to change without notice. It should be pointed out that as many communities still have ongoing building & construction work in progress, over which we have no control whatsoever, THE OWNERS and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made to any Guest in respect of any disturbance, annoyance, inconvenience or any other problems that may be caused or created by or in response to any such building or construction work being carried out within the community. Guests specifically requiring information regarding building or construction work affecting the Villa should request this information before booking.

THE OWNERS cannot accept responsibility for third party claims, accidents, damage to, or loss of property, or for any expenses incurred for any reason, including changes caused by Force Majeure, regardless of howsoever they may have occurred, nor can liability be accepted for injury as a result of the use of the pool or jacuzzi, howsoever caused. Guests are specifically advised not to allow unsupervised children to use the pool or jacuzzi. GLASS is not permitted in the pool area.

15. POOL & JACUZZI HEATING

Due to the nature of the prevailing weather systems in the sub-tropical climate of Florida, THE OWNERS cannot guarantee the water temperature in either the swimming pool or jacuzzi. All pool and jacuzzi heaters are set and locked to standard water temperatures. The heaters are set to operate at set standard hours during the day, this is to ensure that guests paying for the heating service get the optimum benefit from the heating at normal times, and that we comply with the operating requirements of the system as laid down by the manufactures. The actual water temperature will vary with the ambient temperature, time of use and prevailing weather conditions. THE OWNERS will NOT enter into any discussions concerning complaints regarding pool/jacuzzi temperatures, therefore guests booking pool/jacuzzi heating do so at their own risk.

16. NON-SMOKING POLICY

It is the standard policy of THE OWNERS that the property is deemed as Non-Smoking. Therefore All Guests are required not to smoke whilst in the villa. Smoking is permitted in the pool deck area, and ash trays are provided for this purpose. Any extra cleaning or damage, howsoever caused through Guests not abiding by this Non-Smoking Policy, will be dealt with by the deduction of such costs as required by THE OWNERS from their security deposit, according to the Security Bond Procedure (see item 7 THE SECURITY BOND).

17. GUEST RESPONSIBILITIES

It is the responsibility of each and every Guest to read and understand the Welcome Book in the Villa, and to ensure that all the Villa and communal rules are adhered to. The party leader is responsible for the actions of all the Guests in their party. Failure to abide by any of these rules could result in deductions being applied to your Security Deposit. The Villa will be professionally cleaned prior to Guests arrival and again after the Guests departure but it remains the responsibility of the Guest to ensure the Villa is left in an orderly state. Kitchen utensils & BBQ's should be cleaned before leaving. The Management Company will charge for any extra cleaning and this will be deducted for the Guest's Security Deposit.

18. THE OWNERS RESPONSIBILITIES

It is a requirement of booking that Guests understand **THE OWNERS responsibility is to ensure that the villa is available for the Guest for the times requested and that it has been prepared in readiness for the Guest's arrival**. In the unlikely event of there being a problem with the Villa, its contents, running or operation, including any community problems, the Guest **MUST** contact the Management Company in Florida, (details will be supplied prior to departure). The Management Company are the only people able to resolve any problems regarding the Villa during the rental period. Any and all problems must be reported to the Management Company including damage or breakages caused by the Guests. **THE OWNERS will not enter into discussion relating to problems with the villa that have not previously been reported to the Management Company in Florida.**

19. LAW

This contract is subject to and shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of English Courts.