

CONTRACT OF RENTAL

The Guest accepts these terms and conditions on behalf of all members of their party. Only persons named in the booking form are entitled to use the property for Insurance Purposes.

INITIAL PAYMENT

Bookings will be confirmed only upon receipt of the required 25% non refundable deposit payment and the signed booking form. The full payment is required 10 weeks prior to the date of rental.

SECURITY DEPOSIT

A returnable deposit of \$300.00 / £200.00 or €250.00 is required, to be paid with the balance of the booking. This is to be held as security against return of keys, inventory damage, excess cleaning costs, etc. This deposit will be returned to the guest subject to a satisfactory inspection by the management company approximately 28 days after departure from the accommodation booked.

BALANCE PAYMENT

The balance of rental will be due 10 weeks before the holiday commencement date. The owners reserve the right to cancel a holiday where full payment has not been received 10 weeks prior to the holiday commencement date. Any Bookings made within 10 weeks of rental require payment in full.

CONFIRMATION OF BOOKING

Once a confirmation has been issued the Guest is responsible for the total price of the property rental as shown on the confirmation. Signing of the booking form constitutes acceptance of these terms and conditions by the Guest.

CANCELLATION

All cancellations must be notified in writing at the earliest opportunity.

In the event of the Guest having to cancel the booking, the following charges will apply:

10 weeks or more prior to departure 8 to 10 weeks prior to departure Less than 8 weeks prior to departure Deposit only 75% of rental 100% of rental

LIABILITY

The owners, their agents or representatives will not be liable for:-

Any loss due to noise or disturbance from anywhere within the vicinity of the rental property.

Any loss due to complaints arising from construction The Guest is hereby made aware that, as on many estates there will be other homes under construction.

Any personal injury, death, accident or loss or damage to persons or personal effects however caused.

Any Equipment or Features that may not be available due to breakdown, prior guest's misuse etc and we reserve the right to withdraw any equipment/feature that we wish.

COMPLAINTS

Any complaints related to the accommodation must be made verbally to the management company followed by in writing within 24 hours of any problem arising; they will endeavour to put things right. Unless there is a valid reason, we will not consider the property owners, their agents or representatives liable for any complaint that was not initially registered with the Management Company.

INSECTS

As Florida is a tropical state, insects and small creatures are inevitable and are not cause for complaint. Their presence is no reflection on the cleanliness of the property. Every home is treated regularly as part of a pest and termite control programme.

ACCOMMODATION

The accommodation provided is only for the use of persons named by the Guest on the booking form and subletting, sharing or assigning is prohibited. Under no circumstances may more than the maximum number of persons booking occupy the property, except by prior written agreement. We would like to mention that we do not accept all Male or all Female parties, or Groups of the younger Generation, if you are unsure then please contact us for further details.

The owners, their agents or representatives RESERVE THE RIGHT TO REFUSE ADMITTANCE IF THESE CONDITIONS ARE NOT OBSERVED.

Pool

Pool heat. This is available as an optional extra and can be ordered at time of booking or any time during your stay. These pool heaters will raise the temperature but please be aware during winter months the best you could hope is a raise of 10 - 15 degrees above the ambient temperature and on extra cold periods the heater will go into a defrost mode where the heater is switched off. A pool Cover is supplied for your use, this will help in keeping the pool up to temperature. We will not be held responsible for the failure / non operational conditions of the pool heater. Refunds of pool heat will be on a pro rata basis of non operational days.

GUEST'S RESPONSIBILITIES

The guest is responsible for the property and is expected to take responsible care of it. We will issue you with a password to gain access to the computer. Therefore we the owners are not responsible for any content that may be viewed on the internet / web sites or downloaded by any persons in your party. It is the Renter's / Guests responsibility to supervise any minors who use the computer. All equipment, utensils etc. must be left clean and tidy at the end of the rental period. Please note that this is strictly a Non Smoking villa (you may smoke outside making sure to dispose of the cigarette ends properly) and we do not allow pets in the villa. Any evidence that either of these occur then your damage deposit will be forfeited immediately to cover an extensive clean and de-odorisation, we have several Guests who have allergies to smoke / animals. Persons under the age of 18 must be accompanied by an adult.

CLEANING

The property will be cleaned prior to your arrival and after you have departed. Should you require the option of a daily or weekly clean (to include all linen and towels) you must request this prior to the commencement of your holiday along with the appropriate fee. Although the property will be cleaned after your departure it must be still left in an orderly state and all dirty kitchen utensils should be placed in the dishwasher, Trash Collection days are Tuesday and Friday, please make sure you dispose of as much trash as possible on the previous collection day to your departure. To help the cleaners please wash / dry as many items of linen / towels as possible. Should the property require extensive cleaning then the owners reserve the right to withhold monies from the security deposit to cover extra cleaning charges.

Please note that to keep the property at it's best regular maintenance takes place and these are to include pool/ filter cleaning, Lawn cutting and shrub trimming, Pest control. This list is not endless and can include any maintenance that is required and contractors will endeavour to provide these services whilst the villa is unoccupied but in the event that these can't then they will keep your disruption to a minimum, if any agent working on behalf of the owners wish to enter then this should be provided.

Cleaning fee of \$100.00 will be charge for less than 7 days.

DAMAGE

All damages and breakages are the responsibility of the guest and must be reported immediately to the contact number available in the villa. The guest may be able to replace any or make good any breakages or damage to the satisfaction of the management company. If this is not possible then the owners of the house reserves the right to withhold any monies from the security deposit for the replacement or making good of the said damage from any member of the party. Losses greater than the amount taken for the damage deposit will be required upon your return, you will be notified prior to the monies taken. Any dispute with regards to damage must be made in writing to the Management Company. If upon arrival you notice something is Damaged / Broken / Missing then please Notify the Management Company Immediately. With regard to the furniture, please don't move furniture from one room to another as damage can take place, Security Deposits will be deducted for any damage that occurs.

ARRIVALS / DEPARTURES / DELAYS

Check in time is after 4 pm on the day of arrival and the villa must be vacated by 10 am on the day of departure.

The owners cannot accept responsibility or liability for guests missing flights due to the late arrival of connecting flights or late arrival at the airport.

AMENDMENTS

Any additions or alterations to the booking form must be notified in writing by the guest at least ten weeks prior to arrival. Some alterations requested may incur an administration fee.

FORCE MAJEURE

The owners, their agents or representatives will accept no responsibility for and shall not be liable in respect of loss or damage or changes caused by force majeure events (e.g. strikes, fire, flood, closure of airports, weather conditions) or any other event beyond our control.

INSURANCE

The guests are strongly recommended to take out adequate holiday insurance to cover cancellation, accidents/illness or damage. If you are hiring a car please be aware that most holiday insurances don't cover you for liability whilst driving a motorised vehicle so we advise you to take out the extra insurances available from your car rental company.

NEVER TRAVEL WITHOUT INSURANCE.

Brochure information provided concerning the accommodation or any other aspect.

Although every effort is made to provide you with accurate information concerning the accommodation, sub-division, services and content, sometimes the management companies or owners may change particular details. All information and descriptions given are only a guide and may vary. In the event that mistakes occur we accept no liability.

The information on our web-site is a guide to the quality and description of the property, we reserve the right to make modifications which are shown to be necessary. In the event that unintentional errors, mistakes or omissions occur, the owners, their agents or representatives do not accept liability for these details.

PASSPORTS / VISAS / HEALTH REQUIREMENTS / CAR RENTAL AND DRIVING LICENCE

It is your responsibility to ensure that you and those whom you are booking for are in possession of passports and any appropriate visas. Please note that both British / Irish Passports must be valid for 3 months after your departure from USA.