

FloridaFabulousVilla4Rent.com

Terms and Conditions of Rental

General

- Financial figures below are shown in UK Sterling and US Dollars
- The completion of the booking form and receipt of the deposit or balance by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises.
- The villa is licensed for a maximum of 12 guests
- No parties of guests who are all under the age of 25 will be accepted.
- No parties of all male or all female guests will be accepted.
- No pets accepted.
- For the comfort of guests our home is non-smoking.
- To ensure comfort, security and peace of mind our home is registered with the State Authorities and are in full compliance with all relevant legislation.
- Stays of 5 nights or less will incur an additional cleaning fee of £112 Sterling / \$135 USD
- The villa is available for occupation from 1600 hours, local time.
- Departure time is 10am unless otherwise agreed with the management company or the home owners.
- There are fire alarms situated around the entire villa. Any tampering of these alarms will result in a deduction of \$50 from your security bond.
- Local telephone calls are free.
- All bed linen and towels for use inside the villa are provided for your needs.

Payment details

- A non-refundable deposit of £150/\$225 per week is due with your initial reservation and completed booking form.
- On receipt of your deposit we will wait for bank clearance, following which we will send a written confirmation of your booking.
- Payment of the balance is due eight weeks prior to your arrival date. On receipt and bank clearance of your parties' final payment, an arrival pack will be forwarded to you 2 weeks prior to arrival.
- A refundable security deposit of £200/\$300 must be paid with the final balance.
- We accept UK and USA Electronic Bank Transfers, UK Cheques and Credit Card payments in US Dollars.

Security/Breakages Bond

- A refundable security deposit of £200/\$300 must be paid with the final balance.
- This security deposit of £200/\$300 will be repaid to you by the method you used to pay us, within 30 days of your departure, providing the local management have reported no breakages and you have returned the key as requested. They check the inventory prior to your arrival and after your

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Feel free to contact the owner (Murray & Claire MacKay) in the UK:
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departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc.

- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage, non-return of the key or failure to properly secure the property. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of \$50 from your security deposit.
- You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately and they will allow you re-entry into the house. Unfortunately you will incur a small charge for their service depending on the call out time (\$25 in office hours, \$100 out of office hours).
- The client is held responsible for any damage or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.
- We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit 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. Spoiling and contaminating food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care in this may be passed to you.

Pool Maintenance and Heating

- Our spa and pool is under the care of contractors who service and chemically balance them weekly. It is possible that 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.
- The Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. The home owners and our management company and vendors, will not be held responsible for the failure of the equipment, however we will do everything within our power to remedy the difficulty as soon as possible.
- Spa and Pool heat can be affected by the external temperature, especially in the cooler months. If the heater is found to be operating correctly but not providing heated water due to the temperatures, neither refund nor compensation will be given. You are to report immediately if your pool is not heated. Should a problem be located with a heater, you will be refunded from the day you report the problem with no further compensation.
- 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 \$50.00.
- Spa and Pools are scheduled to be turned on on the morning of your arrival date. Please note they take 24hours to heat up.
- If you do not pre-order pool heating and after arriving decide that you would like the pool heating to be turned on, there may be a trip fee of \$15 should our management company not be in the area.

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Safety and Security

- Due to State Fire Regulations under no circumstances may more than the maximum number of persons identified on the Booking Form occupy the property.
- Any unauthorised occupancy by people not listed will be subject to immediate termination of the rental agreement without refund of monies.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided.

Liability

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa.

Complaints or Dissatisfaction

- In the unlikely event of a complaint during your stay please contact the Management Company immediately.
- If the matter cannot be resolved, you should contact the owner, in writing, within 14 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company, the owner cannot accept any responsibility.

Cancellation

- In the event of your party needing to cancel, the following conditions will apply.
 - Cancellation notice 8 weeks plus prior to arrival date = Loss of deposit
 - Cancellation notice less than 8 weeks prior to arrival date = 100% of the total charge
- Deposit is non refundable upon cancellation
- Please ensure you have Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.

Cancellation by the Villa Owner or Management Company

- In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However our management company will always help us by seeking to relocate your booking to a villa of a similar or superior standard.
- Force Majeure: The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

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Disclaimer

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused.
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, gardeners etc.).
- Whilst all information supplied in the brochure and on the website is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of the contract.

Code Of Conduct

- The Estates at Legacy Park is a prestigious residential and rental community. The actions of all members of your party should not interfere with the enjoyment of either other holiday makers or the residents of the area. Please do not engage in any activity that may cause inconvenience to your neighbours after 11pm or before 8am. In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holiday makers, residents of the area or damage to any property, the owners or the Management Company reserve the right to terminate your rental agreement immediately and forthwith. The owners or the Management Company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

Law

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

If you wish to discuss any of these terms and conditions, please feel free to telephone the owners, Murray & Claire MacKay, in the UK on +44 (0)7791 279595 or email info@floridafabulousvilla4rent.com

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