

Terms & Conditions

Bookings

The online Booking Form must be completed and terms accepted (tick box) by the party leader (the client) who must be aged **21** years or older. A non-refundable deposit of **25%** of total booking rental cost or **£250 / \$400** (whichever is greater) should be sent to the owner within 5 days of the initial booking. Failure to pay the deposit within this period (without prior consent from the owner) will result in your booking being cancelled. Please make the cheque payable to **Simon Meredith**. The balance of the cost must be paid no later than 10 weeks prior to departure. If the booking is made within 10 weeks of departure, then full payment must be made at the time of booking.

The person who completes the Booking Form certifies that he or she is authorised to agree the booking conditions on behalf of all persons included on the Booking Form, including those added or substituted at a later date at the owner's agreement. The client must notify the owner of any such changes immediately they are known. Florida State Law prohibits subletting, sharing or assigning and any violation will be deemed as a breach of contract and all guests may be asked to leave the villa without any viable claim for compensation. Only the persons named on the booking form are allowed to stay in the villa. The Management Company on arrival will verify the persons occupying the villa. By Florida State Law, the number of occupants must not exceed 10 persons.

Completion of the on-line or downloaded Villa Booking Form infers full agreement with the booking terms and conditions even if a hardcopy of the booking form has not been sent.

Amendments

Alterations/amendments after the booking has been confirmed can be made at the owner's discretion.

Security Deposit

A conditional refundable security deposit of £250 (\$400) will be charged with the final balance to cover any breakages, losses or damage whilst staying in the villa. Notwithstanding the amount of the security deposit, the client is solely responsible for any damages, losses or breakages that may be caused to the villa or its contents. All or part of the security deposit may be retained by the owners to cover excess cleaning costs, replacement or repairs to the villa or its contents, excessive utility bills i.e. external doors and/or windows being left open whilst the air-conditioning is on. Any defects found by the client on arrival must be notified to the Management Company within 24 hours of arrival or the client may be held liable. The Owners reserve the right to pursue the client for further monies to cover any malicious or avoidable damage / losses over and above the monetary amount of the security deposit.

Cancellation

By client - Any cancellation by the client must be notified in writing to the owner. The following charges will apply:

- More than 10 weeks - Deposit only
- 70 - 56 days - 50% of rental charge
- 56 days or less - 100% of rental charge

By owner - The owner reserves the right to cancel the booking if the balance payable is not received 10 weeks prior to departure. If through circumstances beyond the owner's control it is necessary to cancel the rental agreement, the owner will refund any monies paid by the client, without interest or further compensation. The owner reserves the right to cancel the rental agreement for any reason. The owner may at his discretion offer alternative accommodation of equal or better standard as an alternative to a full refund, subject to there being any availability of alternative accommodation.

Arrival/Departure

Reservations are for a minimum of 7 nights (other than by prior arrangement).

The villa is available after **16:00 hours** (local time) on the day of arrival and must be vacated by **10:00AM** on the day of departure - this is to allow our housekeeping staff, time to prepare the villa for the next guests. Unless otherwise arranged and agreed, this checkout time must be strictly enforced to allow housekeeping time to prepare the home for the next guests.

If you should require a late check-out, please contact [villa management](#) who will try to accommodate your request (if at all possible) - please note this is entirely dependent upon the arrival date & time of the next guests and is at the discretion of [villa management](#).

The villa rental is only for the dates and times agreed to in the rental contract. Any attempt to enter the villa before the agreed upon time is not acceptable and any violation will result in you being charged double the daily rate for each day (or portion of a day) that the villa is occupied outside the agreed rental dates and times. Deductions will automatically be made from your security deposit.

Price Guarantee

The prices quoted are subject to change. However, the rental price for the villa is fully guaranteed once the deposit has been paid and the acknowledgement/receipt has been issued.

Website Description

The website is a guide to the quality and description of the villa only and does not form part of any contract. The owner or their Management Company reserve the right to make any modifications deemed necessary. In the event that unintentional errors, mistakes or omissions occur we cannot accept any liability for these details. In the unlikely event that circumstances beyond our control necessitate the cancellation of the arrangements we reserve the right to take all reasonable steps to find alternative accommodation.

Liability

No liability is accepted by the owner or their Management Company whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the villa or pool. This waiver extends to people visiting the villa as guest of the client(s).

The owners or agents will not be liable for loss or delay occasioned by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, hurricane, tornado, technical/weather, problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner's or agent's control.

The villa is situated on a community, which consists of both residential and vacation homes. The owner or their Management Company cannot be held responsible for any ongoing construction or alterations to existing villas or any noise on or around the community.

IT IS STRONGLY RECOMMENDED THAT CLIENTS TAKE OUT ADEQUATE HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES, WHICH MAY OCCUR.

It is the responsibility of the client to ensure that ALL those travelling in the party have complied fully with all passport AND visa requirement in place at the time of travel (**CHILDREN INCLUDING INFANTS HAVE TO HAVE THEIR OWN PASSPORTS**). Any failure in this respect may result in your travel arrangements being amended and/or curtailed with consequential losses in respect of your villa booking. In such circumstances no liability attaches itself to the owner.

Force Majeure

The owner or their Management Company do not accept any liability whatsoever and no compensation or other payment will be made for loss, damage or injury caused by Force Majeure (e.g. war, strikes, adverse weather, disasters, transportation or other events beyond the owner's control).

Swimming Pool Area

Use of the swimming pool is at the client's own risk. Guests are specifically advised not to allow unsupervised children near the pool. No diving is allowed. No glass of any kind is allowed in the pool area.

If pool heating is required, this should be requested at the time of booking. An additional charge of £13 or \$20 per day will be levied and must be paid for when settling the final balance. If not initially requested but subsequently heating is required, the Management Company will levy a local fee of \$25 per day. The maximum legally permitted temperature we are allowed to heat the pool water is 86°F (30°C) - please do not request anything higher. **Please be aware that it is not possible to guarantee the temperature of the pool, which is partially dependant on the local weather conditions. If the outside air temperature drops below 55°F (13°C) we cannot guarantee that we can maintain the pool temperature at a comfortable temperature. Please always use the insulating pool blanket (when provided in colder months) to help to maintain the pool heat when the pool is not in use. Failure to use the pool blanket will result in excessive electricity charges which may be deducted from your security deposit.**

Smoking Policy

For the comfort and safety of our guests, smoking is not permitted anywhere in the home. However, guests may smoke in the pool area and surrounding gardens. Resin ashtrays are provided for guests use. **If guests are found to have smoked inside the villa, the full security deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc... We reserve the right to pursue the lead guest for any additional charges as a result of having to relocate future guests whilst our villa is being cleaned and fumigated.**

Other Conditions

Animals and Pets are not permitted in the home. This condition is strictly enforced. **Failure to comply will result in you being asked to leave the villa without any compensation and the full security deposit will be forfeited to cover the costs of professional cleaning the carpets and furnishings etc...**

SUBMISSION OF THE BOOKING FORM CONSTITUTES ACCEPTANCE OF A CONTRACT ON THESE TERMS SUBJECT TO ENGLISH LAW AND THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.