

Booking Terms & Conditions

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. You are entering into a binding contract with the Owner of the vacation home you are intending to book. By signing the booking form you have legally accepted the Terms & Conditions of rental below. Upon the Agent issuing a booking form for the property to the Guest as Agent for the Property Owner, a legally binding contract shall exist between the Guest & the Property Owner subject to the following booking conditions.

Terms and Conditions

1. Contract

A contract exists when the property owners/agents have received the deposit and signed booking form and confirmed your booking in writing/email. By submitting the form electronically with an e-signature or hard-copy with ink signature you are agreeing to the terms and conditions. This contract is between the property owners and the lead guest who must sign the booking form accepting these terms and conditions on behalf of all persons named on the booking form, including those substituted or added by agreed amendment of the booking.

2. Authorized Guests

- (i) The lead guest must be a member of the party occupying the property and must be over 21 years of age.
- (ii) The lead guest, by signing the booking form, certifies that he or she is authorized to agree the booking terms and conditions on behalf of all persons included on the booking form, including those substituted or added by agreed amendment with the property owners at a later date.
- (iii) Only those persons listed on the booking form are authorized to use the property. Any changes to the persons booked to occupy the house must be notified to and confirmed by the owners before occupancy commences (This is to comply with State Law)
- (iv) The lead guest is required to disclose on the booking form the age of any guests 21 years or under. (v) Maximum number of guests is set by owners and state law. Please note that contravention of the maximum number of guests as stated by agent/owner will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

3. Alterations to confirmed bookings

- (i) All requests to alter a confirmed booking must be made by the lead guest in writing and must be confirmed by the owners in writing. Whilst the owners will try to accommodate any request to alter a confirmed booking (subject to availability) we make no guarantee that any alteration will be possible. If an alteration is not possible and the guest decides to cancel - the cancellation charges will apply.
- (ii) If any alterations/amendments are made to a confirmed booking, this may result in the price guarantee becoming void and the booking becoming subject to the prices in force at the time of the alteration.
- (iii) If an alteration made to a confirmed booking results in the number of nights/length of stay being reduced, no price reduction will be given from the original confirmed booking.
- (iv) There will be a \$20 admin charge for every alteration in any separate part of the booking following a Guest request.

4. Travel Insurance

We strongly advise that all guests have appropriate travel insurance in force from the time of booking, and for the total duration of the trip. Please ensure the policy includes cancellation charge cover. UK, and other non USA guests, are also advised to have a policy that gives adequate medical cover for the USA.

Please be aware that if you choose not to insure your vacation, the lead guest will be personally responsible for payment of any cancellation charges that may become due.

5. Payments

- (i) Payment of a 10% or 15% non-refundable Booking Deposit is required at the time of booking in order to secure the dates of the vacation that you require. The % will be determined by the value in cost of the booking and will be confirmed in writing
- (ii) A Security Deposit will be charged ten weeks prior to the start date of the rental, this will be held by the owners, management company or their agents against loss or damage occasioned by the use of the property by the parties to this agreement. The security deposit will be fully refunded by the owners, Management Company or their agents within 14 days after the completion of the holiday subject to a satisfactory damage/loss report being received from our Management Company and all Terms and Conditions being adhered to. The lead guest agrees to pay any additional charges for damage or loss not covered by the security deposit. The owners, Management Company or their agents reserve the right to recover such costs by any means available to them.
- (iii) Payment of the Final Balance and Security Deposit is required ten weeks prior to your agreed arrival date. We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date, cancellation charges will then apply.
- (iv) Payments must be received in US \$ and can be made in several ways : US Check, Direct Bank Transfer, PayPal or Credit Card (this however, carries a 4.5% surcharge).

6. Cancellation

- (i) Cancellation By Homeowners:

In the event of circumstances beyond our control requiring us to cancel a booking, refunds will only be made in respect of the booking - No compensation will be made. We will do everything in our power to find suitable alternative accommodation, however we cannot accept any liability whatsoever in respect of any loss or damage sustained by any guest in these circumstances. Furthermore, the owners cannot guarantee that all the facilities described in their brochure or website will be available.

- (ii) Cancellation by Guest:

Any cancellation must be immediately submitted in writing and will involve the following cancellation policy.

10 weeks, or more, prior to your Arrival - Loss of initial Booking Deposit

5 - 10 weeks prior to your Arrival - 50% Refund of the Rental Cost (only for the home(s) being cancelled)

0 - 5 weeks prior to your Arrival - NO Refund

Any extras or additional options that have been paid for, and not utilized, e.g. Pool Heat, will be returned in full.

7. Force Majeure

The owners of the property, their Management Company or agents will not be liable for loss or delay occasioned by any of the following:

Strikes, Riots, Political unrest, Hostilities, War or threat of war, Terrorist activity, Adverse weather conditions, Pandemics or other local or national Health concerns, Closure of airports or any other event beyond the owners control.

8. Damage / Security Deposit

(i) A refundable Damage/Security Deposit (SD) per home shall be paid to the Owners or their Agents as part of the final payment, or by Credit Card Pre-authorization (hold), prior to your arrival. The SD amount charged will be between \$300 and \$500, depending on the property. The SD will be held until the home(s) has/have been inspected upon the guest's departure. The home(s) will be inspected both before and at the end of each rental. Once it is determined that the home(s) is/are in satisfactory condition, the SD, or the balance thereof, will be issued to the 'Lead Guest' within 14 days of the guests departure. If the SD is held by the Credit Card Pre-authorization, and no damage is reported, the hold will be released from the Credit Card within 14 days of the guests' departure.

(ii) The 'Lead Guest' is solely responsible for any damage or breakages, beyond normal "wear and tear", that may be caused to the home(s) and/or to its/their contents, and also for any loss of items in the inventory during their stay. Upon arrival, the 'Lead Guest' should immediately report any damage/issues to the Management Company. Examples of such damage/issues might include, but are not limited to, broken windows or blinds, torn screen on pool enclosure, burn marks on kitchen worktops, tables or other furniture, appliance problems, major stains, etc.

(iii) The 'Lead Guest' is responsible for the safe keeping and return of the key(s) for the home(s). If the key(s) is/are not returned or is/are lost, the cost of changing the lock(s) will be deducted from your SD.

(iv) Charges for damages, losses or any maintenance or repairs to the home(s), equipment, amenities or fixtures, or any cleaning services over and above those normally required to prepare the home(s) for the next guests which are necessitated by misuse or extraordinary uncleanliness, will be at the discretion of the Management Company and will be deducted from the Damage/Security Deposit.

PLEASE NOTE: In the event that any damage or loss is assessed to be in excess of the amount of SD collected, the 'Lead Guest' will be held responsible for full reimbursement of the outstanding amount plus any additional charges and agrees to pay this amount within fourteen (14) days of written notification of such by the Owners.

9. Check-in and Check-out times

Arrival at the property must be after 4.00 p.m. local time.

The property must be vacated by 10.00 a.m. on the day of departure (unless otherwise advised to you in writing).

When departing, please exit through the front door, leaving the keys in the lock box using the codes provided. If the keys are not returned to lock box Guest will be charged \$75 to rekey the property. Guests checking in early or not departing by check out time will be charged an additional \$25 per hour. If the keys are lost the guest will incur a \$75 rekey charge. Guests should take all belongings on checkout as owner is not responsible for any loss. Owner/agent will endeavor to return any items left behind; however, this will be subject to an additional \$25 fee plus postage.

10. Your Responsibilities

(i) The Lead Guest is required to check the property and facilities thoroughly and report any damage or missing items within 24 hours of check in. Any loss or damage not reported within this time will be the responsibility of the Lead guest and charged for accordingly.

(ii) The party must treat the property; its furnishings, fixtures & fittings, utensils and other facilities with respect. Any loss, damage or problems relating to the property or its contents must be reported to the management company immediately. The management company will endeavor to replace or rectify any loss or damage to the property or its contents, or resolve any problems you may have as soon as practically possible.

(iii) The Lead Guest must make good or pay for any loss, damage or breakage. The owners reserve the right to withhold any monies from the security deposit to pay for any loss or damage caused to the property or its contents by any member of the party. The lead guest agrees to pay any additional charges for damage or loss not covered by the security deposit. The owners, Management Company or their agents reserve the right to recover such costs by any means available to them.

(iv) For the security of your party and the villa, do not allow any unidentified visitors to enter the villa. If in any doubt please call the management company to check the identity and authorization of any maintenance/pest control staff.

(v) If the property is protected by a monitored security system, this not only acts as a burglar deterrent but is also a monitored fire alarm. Therefore it is required that the lead guest makes all members of their group aware that all doors and windows must be locked, including garage doors and the alarm activated whenever the villa is left unattended.

(vi) When checking out of the villa for the final time please ensure that; All doors and windows are locked, including garage doors and the alarm is activated (if applicable) and keys returned to lock box (if applicable). It is very important for the security of the villa that these instructions are followed even if the cleaners or anybody else is waiting to gain access to the villa. All authorized housekeeping and maintenance staff are in possession of appropriate codes for gaining access to the villa. Do not give keys or codes to anybody.

(vii) United States immigration requires that all UK citizens including children, travelling under the Visa Waiver scheme, hold a full 10 year passport with at least 90 days remaining after your trip. Non UK citizens and those UK citizens not eligible to travel under the Visa Waiver scheme are advised to contact the United States embassy to check visa requirements prior to booking.

11. Swimming Pool and Spa (if applicable)

(i) Swimming pools, spas and the surrounding areas are potentially dangerous. Guests are specifically requested not to allow children to use the pool or spa, or pool/spa area unsupervised, not to swim or use the spa unaccompanied and not to swim or use the spa under the influence of alcohol, medication or other mind altering substances. The owners, management company or their agents do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the pool, spa and pool/ spa area. Any Pool toys/inflatables will either be the Owner's personal property or may have been left by previous guests - in any case the safety of any such item(s) cannot be guaranteed and use of these items are at the sole risk/responsibility of the Guest. The use of footballs/basketballs/tennis balls etc is forbidden within and around the pool screen enclosure as the screening can easily be damaged replacement of which the guest would then be liable.

(ii) For your safety and comfort the pool and spa is inspected, cleaned and if necessary, chemically balanced every week. The pool staff do not need to gain access to the interior of the villa to carry out this maintenance. On rare occasions it may be necessary to apply extra chemicals to the pool/spa to maintain safe and correct chemical levels. Should this occur during your stay it may be necessary for all guests to refrain from using the pool/spa for a period specified by the pool cleaning company's agent - this is a normal part of pool maintenance.

(iii) The water in the swimming pool is chlorinated, but will stain and bleach fabrics. Before entering the home from the pool area, please ensure that all guests, and particularly children, have dried off as much as possible. Wet clothes and towels must not be placed on floors or furnishings.

(iv) All guests using the swimming pool must take note of the pool rules and regulations that have been posted in the swimming pool area. These need to be strictly adhered to, for the safety of all guests and respect for the neighbors. The Owners, the Management Company, and/or their agents take no responsibility, howsoever caused, for any personal or material damage to any guests, or their belongings, while using, or in the vicinity of, the Swimming Pool and /or Spa.

(vi) Glassware is strictly forbidden in the pool area. Plastic ware is available and must be used at all times in the pool area.

(vii) There are alarms on all doors leading to the pool/spa area: These alarms must not be switched off, tampered with or in any way disabled. This is a state requirement and can result in a \$5000 fine if not adhered to.

(viii) A Pool Fence may also be available which should be left erect for the safety and wellbeing of small children.

12. Cleaning, Recycling & Trash

(i) The property will be cleaned and checked prior to your arrival and after you have departed. Should you require mid stay cleaning this can be arranged and paid for locally with the management company. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Should the property require extensive cleaning then the owners, Management Company or their agents reserve the right to withhold any monies from the security deposit to pay for the extra cleaning.

(ii) Trash / Recycling collections are each once per week, the actual days are listed in the owners' manual in the property. The trash must be placed in trash bags and securely tied before being placed in the bins. The bins must be placed at the end of the property's drive, close to the road on the evening before collection - the bins must be returned to the side of the property or garage by the evening of collection day. The county can and do impose HEAVY fines for loose trash and bins not returned to the house or garage. If any member of your party violates the county trash laws the lead guest will be liable for any fines incurred.

(iii) If any excess trash / recycling is left at the property following departure there will be an excess trash charge of \$45 made on behalf of the owner and taken from the Security Deposit as this will need to be removed from the property by the management company before the next guests arrive. This often happens if the Guests fail to place the bins for collection on the relevant days.

13. Climate & Insects

Florida has a tropical climate, which is ideal for both humans, and pests. These are not an unusual occurrence, for which our homes have a monthly pest control program. To help eliminate these uninvited guests, we recommend that all windows and doors remain shut at all times, spills of food or liquid are cleaned up promptly and that all opened food is stored sealed containers and/or in the refrigerators. If you become aware of a pest problem inside the home(s), sprays such as Raid can be purchased locally. If the problem is more widespread, you must inform our Management Company immediately so that the appropriate treatment can be initiated.

14. Pool Heat

Pool heating is recommended for stays between October and March - there is a 4 day minimum period for pool heating.

(i) Pool heat is charged as an optional extra. Should you wish to have pool heat after your arrival at the property there will be a \$25 fee for the Management Company to attend as well as the nominated number of days for the pool heat requested. Guests must also be aware that it will take several hours for the pool to reach the correct temperature after switching on.

(ii) Guests are not permitted to adjust the pool heater controls. Any sign of tampering will result in the pool heat being turned off and payment will be forfeited. Any problems with pool heating should be reported to the Management Company immediately.

(iii) The pool heating is designed to work only at air temperatures above 55F. If the temperature falls below this, the pool heating will function at a reduced rate and will not heat the pool sufficiently. The pool heating will only heat the Pool to a maximum temperature of 15F above the ambient air temperature. For example, if the air temperature is 70F, the pool will heat to 85F, with our pool heating is set to run at a maximum of 86F. The pool heating is programmed on a timer switch, which will vary between Summer and Winter, to maximize efficiently.

(iv) We are unable to guarantee the temperature with pool heating, as this will depend on the prevailing weather conditions. If you have ordered pool heating, but the weather is warm, no refund will be given, as the pool heat will have been turned on in advance of your arrival.

(v) The pool heater is a mechanical device, and can be subject to occasional failure. If such a breakdown was to happen, every effort will be made to repair the heater as quickly as possible. We will only refund the amount that the guest has paid for the pool/ spa heat for the days that the heater is not functioning.

(vi) If pool heat is required, it will be turned on (between 10am and 4pm) on your check-in day. Depending on the weather conditions the water can take some hours to reach optimum temperature. The Owners, the Management Company and/or their agents do not accept liability, or compensate for the loss of pool heating or lighting facilities other than as noted above.

15. Construction

The Lead Guest is hereby made aware that there may be other homes under construction and should establish the status of the development prior to booking. The owners, Management Company or their agents will not accept liability for complaints arising from construction.

16. Noise/Disturbance

The property owners, their Management Company or agents will not be liable for any loss caused by noise or disturbance within the vicinity of the property.

It would be acceptable for Guests to call the relevant authorities to report such incidents of noise or disturbance and for them to decide if any further action should be taken.

17. Mechanical/Electrical breakdown and loss of Mains services

(i) There are numerous mechanical/electrical appliances at the property, whilst we endeavor to ensure that all such items are working and available for guests to use, the owners, their management company or their agents are not liable for any loss, consequential or otherwise, from failure of any mechanical/electrical appliances. Furthermore the owners cannot guarantee that all the facilities described on any advertisements will be available.

(ii) No Liability is accepted by the owners, their Management Company or agents for loss of mains services due to circumstances beyond their control.

18. Computers

Where a computer/laptop and/or broadband internet connection is provided for guests use, the owners will use their best endeavors to ensure that the service is available for use, but cannot be held responsible for any failures or non-availability of communication lines, hardware or software. Submission of the booking form is a contract between your party and us and within the terms of this contract you agree not to download or save any pornographic, offensive, obscene or illegal material.

19. Telephone Calls

Where the owner offers FREE local, long distance and international phone calls to the guests, this is offered in good faith for contacting relatives and loved ones back home, please do not abuse this.

NB: If you call DIRECTORY ASSISTANCE specifically request NOT TO BE CONNECTED before asking for the number as these calls are VERY EXPENSIVE and CHARGEABLE TO THE GUEST. All additional costs through Directory Assistance will be deducted from the security deposit.

20. Barbecue / Grill

(i) Where a barbecue / grill has been provided please be careful when using the equipment and follow the instructions for use. Please clean up any spills straight away. The barbecue and surrounding area must be left in a clean and satisfactory condition. If the management company deems the grill and area left dirty an extra \$45 cleaning charge will be made and deducted from your security deposit.

(ii) Due to safety, ALL Gas and Charcoal barbecues must only be used outside of the pool screen area, this is Florida State Law.

(iii) Only once the BBQ is cooled down, should it be returned to storage - it must not be returned to storage when it is still hot, as it would prove to be a fire hazard. Butane Gas Bottle Care - Extreme care must be taken at all times by a responsible adult when using the BBQ. It must NEVER be left unattended. Children should not be allowed in the immediate area around the BBQ when in use, and they should never be allowed to use the BBQ. The Owners, the Management Company, and/or their agents take no responsibility, howsoever caused, for any personal or material damage to any guests, or their belongings, while using, or in the vicinity of, the BBQ.

21. Air Conditioning & Heating

All homes are Air Conditioned (AC) throughout. A thermostatic control is used to turn on/off AC or Heating. The temperature MUST NOT be set lower than 74F for the AC, as this will Freeze the unit, and may cause permanent damage. If the unit is frozen, and/or damaged during your stay, you will be charged the full cost of fixing, or replacement of the unit, and any maintenance costs to return the AC to full working order, and by accepting these Terms and Conditions, you, the 'Lead Guest' agree to be liable and pay for any of these additional costs.

22. Communal Facilities

The owner and management company cannot be held responsible for any non-availability of the communal facilities

23. Smoking and Pets

(i) Strictly NO SMOKING policy inside & outside the house. Guests are welcome to smoke in the garden, provided that ashtrays are used and stubs/butts are carefully disposed of. If the management company find any evidence of smoking inside the house or around the pool deck during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, to replace all air conditioning filters and de-odorizing costs

(ii) Strictly NO PETS policy. If the management company find any evidence of pets during your stay this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee and pest control charges - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorizing costs

24. Vehicles and Parking

In accordance with the Homeowners Association rules all vehicles shall be parked on paved driveways and garages. Short-term visitor parking is limited to reasonable hours with no overnight parking allowed. No inoperative vehicles shall be allowed to remain on the property in excess of 48 hours. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles may be parked at the property. The connection of the villa's utility supplies to any external vehicle/appliance is strictly prohibited.

25. Access

(i) Whilst guest's privacy is always respected, the owner, Management Company or their agents reserve the right to gain access to the property at any reasonable time.

(ii) Some homes are protected by a monitored security alarm system. The alarm MUST be activated whenever the homes are left unattended.

(iii) The 'Lead Guest' is required to make all members of their group aware that all doors and windows must be locked, including garage doors, the front door and all doors leading to the pool area.

26. Complaints

We sincerely hope you do not have any... But in the unlikely event that you experience a problem relating to the property, this must be reported to the Management Company immediately to allow them to investigate and try to resolve the issue locally. If a satisfactory solution is not achieved within 24 hours, we ask that you put the complaint in writing to the Management Company and also contact the booking agent, preferably by email, with a copy of the complaint within 48 hours of the complaint arising so that we have the opportunity to respond as soon as possible. Unless there are exceptional circumstances, we will not consider the owner, Management Company or their agents liable for any complaint that was not initially registered with our management company during your stay. The booking agent will be responsible for providing the owner and the guest with contact details should the need arise.

27. Liability

(i) The Owners, the Management Company, and/or their agents, do not accept any Liability whatsoever, or howsoever caused, for any accident, personal injury (including allergies), death, loss, damage to persons or personal effects, or any expenses incurred, by any guest, or any such claim by a third party, as a consequence of actions by the guest(s), or as a result of the use of the home(s), swimming pool(s), baby pool or Spa(s) and pool/spa area, including changes caused by Force Majeure. This waiver extends to any person visiting the home(s), including anyone in or around the home as guest(s) of the guest(s).

(ii) Furthermore, the Owners, the Management Company, and/or their agents, do not accept any responsibility for the sudden failure of equipment or main services to, or in the home(s).

(iii) Guests are specifically requested to supervise children at all times.

(iv) Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

28. Breach of Contract

Failure to comply with any of the terms and conditions by any member of the party may result in your booking being cancelled / terminated. In such circumstance all monies paid will be forfeited and the owners, their management company or agents accept no liability for any consequential loss incurred by any guest.

Jurisdiction Of Law

These Terms and Conditions shall be governed by and construed in accordance with the Laws of the United States of America and any dispute arising out of, or in connection with, these Terms and Conditions shall be subject to the exclusive jurisdiction of the American courts.