

BOOKING TERMS AND CONDITIONS

If any details of the Terms and Conditions are not fully understood by the Client, please contact the owners of the property (hereafter called the Owner) for clarification before signing the booking form. These Terms and Conditions are subject to the laws of England and Wales. All fees and charges stated in the Terms and Conditions must be paid by the Client in the stated Payment Currency as defined in the booking form at the rate quoted in that currency. Payments in any other currency will require Owner consent, and the Owner will determine the prevailing foreign exchange rate to calculate the currency conversion.

1. This holiday home rental includes, accommodation as booked, including services such as gas, water and electricity (excluding pool heating unless otherwise stated). Flights, Car Hire and Holiday Insurance are not included in this holiday home rental.
2. Bookings are valid after:
 - a. The booking form has been completed and signed and received by the Owner; and
 - b. The appropriate deposit has been received by the Owner and credited to the Owner's bank account; and
 - c. The booking has been confirmed in writing by the Owner to the Client.
3. The person, who signs the Booking Form certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from parties of people under 21 years of age. To ensure comfort, security and compliance with the Licensing Legislation, only persons named on the booking form may occupy the villa and any persons not shown on the booking form will be asked to leave.
4. Whilst we reserve the right to increase or decrease villa rental prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking for the villa and paid your deposit or full payment, the cost of the villa rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.
5. A deposit of £100/\$150 must accompany bookings, which is non-refundable. Upon clearance of the payment, the booking is confirmed. The balance must be paid ten weeks prior to the commencement of the holiday along with a Breakage Deposit of £150/\$250. This Breakage Deposit will be returned to the Client within 28 days after the completion of the holiday as long as any key(s) are returned and the Owner's Management Company reports no damage or loss. If damage is reported that costs in excess of £150 / \$250 we reserve the right to claim from the Guest
6. All outstanding fees and charges must be paid by the Client to the Owner before 10 weeks of the arrival date (the Due Date). We reserve the right to treat the booking as cancelled if we do not receive the balance by the Due Date. Any cancellation charges detailed elsewhere in this document will then apply. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10/\$15 to cover the bank charges and our administration costs.
7. If the Client wishes to cancel the booking he should advise the Owner immediately by telephone followed by confirmatory letter to the Owner. The Owner shall be entitled to retain all payments already made (except the Breakage Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:
 - a. 30 - 60 days notice: 50% of the rental charge
 - b. Less than 30 days notice: 100% of the rental charge
8. In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Client. Furthermore, the Owner cannot guarantee that all the facilities described in their marketing material will be available.
9. The Client agrees:
 - a. To pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss).
 - b. To take good care of the property and leave it in a clean and tidy condition at the end of the holiday.
 - c. To report any damage or loss immediately it is discovered to the Owner's Management Company in Florida.
 - d. To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary.
 - e. Not to sublet or share the property except with persons nominated on the Booking Form.
10. No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner. Furthermore, it is possible that some construction work may take place in the area of new homes. The Client should establish the status of the development prior to booking.
11. The property is available after 4pm on the day of arrival and must be vacated by 11am on the day of departure unless other arrangements are agreed with the Owner or the Owner's Management Company. To avoid a £75 / \$100 fine for late check out please abide by these times.
12. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Client is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Client(s). 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 the use of the pool, and villa. It is the responsibility of the adult members of the party to ensure that children are always properly supervised when in the pool, and deck area.
13. The swimming pool has a heat pump fitted, and to utilise this will incur an additional fee of £100/\$150 per week (or £15/\$25 per day) payable in advance by the Client should they require this facility (a fee can be paid to Owner's Management Company on arrival at the villa but this will incur an additional surcharge). Pool heat commences at the time it is switched on, meaning that is your first day. It will take at least 24 hours to heat the pool. If Clients wish to swim immediately upon their arrival, then it is recommended they pay extra for it to be switched on one day before they arrive. Clients may use the swimming pool at their own risk. They should always observe the safety rules listed at the villa.
14. The owner will not be held responsible for acts of theft or vandalism or other damages guests personal property howsoever caused. The safe in the villa is used entirely at the guests own risk.
15. Please keep the patio door closed at all times. It is a federal offense to tamper with the alarm to the patio door and the smoke alarms. It carries a penalty of \$5,000 or 5 years imprisonment. If any alarm is not working or ceases to work then it is your responsibility to inform the office immediately. Please do not disconnect the alarms.
16. Our villa is situated in a quiet community. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours. We do not rent to stag or hen groups.
17. The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure. They will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the Owner's control. Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the 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.
18. The maximum occupancy is 10 persons for the villa and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all moneys paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
19. Strictly no pets or smoking are allowed in the villa at any time. Please note that contravention of the above will render your booking void and all moneys will be forfeited.
20. British citizens travelling on the visa waiver scheme and staying for less than 90 days should hold a full British passport, which is valid for at least 90 days following their entry to the U.S. Please ensure an ESTA online visa waiver application has been completed for all travelling guests before departure. All other nationalities should contact the U.S. Embassy for further information.
21. IT IS STRONGLY RECOMMENDED THAT CLIENTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES, WHICH, MAY OCCUR. WE ALSO STRONGLY RECOMMEND THAT ANY SUCH HOLIDAY INSURANCE ALSO COVERS ALL OCCUPANTS FOR ANY MEDICAL EXPENSES WHICH MAY BE INCURRED DURING THE HOLIDAY.