

Palm Breeze Villa

BOOKING TERMS AND CONDITIONS

Whilst we reserve the right to increase accommodation 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 and paid your deposit, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our conditions of payment being adhered to and providing that you do not make any further amendments to your holiday arrangements.

The rental price includes accommodation as booked and covers the cost of water and electricity (the cost of the optional pool heating is extra).

Acceptance of the Booking Terms and Conditions

1. Booking is only valid after the Booking Form has been completed, signed and returned to the Owner, the appropriate deposit has been paid and the booking has been confirmed in writing by the Owner.
2. The person who signs the Booking Form certifies that he or she is authorized to agree to the Booking 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 of age or over. Bookings cannot be accepted unless at least one member of the party is aged 21 or over.

Rates, Payments and Schedules

3. A **deposit** of £150/\$275 per week, or part week, booked must accompany bookings. This deposit is not refundable under any circumstances. Upon clearance of the payment, the booking is confirmed.
4. The **balance** of the payment must be received by the Owner at least 10 weeks prior to the commencement of the rental period, and must be accompanied by a **Security Bond/ Deposit** of £200/\$375. The **Security Bond/Deposit** is to cover the owner against loss or damage to the villa caused by the Guest, or members of the Guest's party.
5. The **Security Bond/ Deposit** will be returned to the Guest 28 days after the completion of the rental period provided that all keys are returned and the management company reports no loss from, damage to the villa or its contents and all other terms and conditions of this agreement have been adhered to. If damage or loss is reported that incurs costs in excess of £200/\$375, the Owner reserves the right to claim from the Guest, in FULL, all additional costs incurred in rectifying the situation.
6. We reserve the right to treat the booking as cancelled if we do not receive the **balance** by the due date. Any cancellation charges, which are detailed elsewhere in this document, will then apply.
7. In the event of a check not being honored by the bank on which it is drawn the Owner reserves the right to recover from the guest all incurred bank charges plus an additional administration charge of £10/\$20.

Cancellation

8. If the Guest wishes to cancel the booking he should advise the Owner by telephone followed by a confirmatory letter. Charges will then be applied as follows:
More than 10 weeks' notice : loss of deposit
8 – 10 weeks' notice : 75 % of the rental cost
Less than 8 weeks' notice : 100% of the rental cost
If the Security Deposit has already been paid at the time of cancellation it will be refunded in full.
9. In the event that circumstances beyond the Owner's control necessitate the cancellation of the rental agreement, the Owner will inform the guest as soon as possible, and will only be liable to refund any monies already paid by the Guest, and without interest or compensation. Circumstances beyond the Owner's control **do not** include events amounting to 'force majeure'. 'Force majeure' means unusual and unforeseen events such as; strikes, riots, political unrest, governmental action, war or threat of war, terrorist activities, industrial disputes, fire, flood, adverse weather conditions (including hurricanes), natural disasters, technical or weather problems with airports or aircraft or closure of airports.
10. If the Guest chooses to shorten their stay at the villa no refund will be given for the unused portion of the booking.

Availability of Service

11. No liability is accepted by the Owner for loss of mains services or failure of appliances (including the pool filter and heater), nor for the consequences of the actions or omissions of persons who may control the supply of a mains service, nor any action taken in the vicinity of the property by any authority over which there is no control by the Owner.
12. The property will usually be available after 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure. Failure to vacate on time without the prior agreement of the Owner or the Owner's management company may result in extra rental charges, which the Guest agrees to pay.

Accommodation and Use of the Villa

13. To comply with Florida law, and according to strict guidelines for fire safety, only persons listed on the Booking Form are permitted to stay in the villa unless by prior arrangement with the Owner or the Owner's management company. Please note that contravention of the above will render the booking void and all monies paid will be forfeited and all occupants will be asked to leave the villa immediately and without compensation.
14. Strictly **no smoking** is allowed in the property at any time. Please note that contravention of the above will render your booking void and all monies will be forfeited. The Owner or the Owner's management company has sole responsibility for determining if smoking has occurred inside the property. If smoking is suspected, any cost incurred in the neutralization of odors and making good any damage to the property (including, but not limited to, burn marks or disfiguration) will be deducted from the security deposit paid by the Guest. In the event that the security deposit does not cover the cost of repairs the Owner reserves the right to reclaim from the guest all additional costs incurred.
15. No pets are allowed in the property at any time. If a pet is found in the property it will render the booking void, all monies will be forfeited and all occupants will be asked to leave immediately without compensation and the cost of a thorough clean of the property will be deducted from the security deposit. In the event that the security deposit does not cover the cost of the clean the Owner reserves the right to reclaim from the Guest all additional costs incurred.
16. It is the Guest's responsibility to exercise a duty of care at all times and to ensure that all members of the party are familiar with, and follow, any safety instructions and procedures displayed in the home relating to the use of the facilities and equipment. The Guest MUST ensure that the

property is secure when leaving it unoccupied at any time.

17. The Guest agrees:
- To take good care of the property, its furnishings, fixtures, fittings and contents and leave it in a clean and tidy condition at the end of the rental period.
 - To pay the FULL cost of any breakages, losses or damage to the property (the Owner's management company will be the sole arbitrator on cause of damage or loss)
 - To report, within the first 24 hours, to the Owner's management company any damage or missing items discovered on arrival at the villa. Failure to do so may make any subsequent claim invalid.
 - To report to the Owner's management company any damage, loss or problem that occurs during the rental period immediately it is discovered. Failure to do so may make any subsequent claim invalid.
 - To permit the Owner, or their Agents, reasonable access to the property to carry out any maintenance if necessary.
 - Not to sublet or share the property except with the persons named on the Booking Form.
18. The villa is in a quiet community. It is a condition of the rental that the Guest and all members of the Guest's party should be considerate in their behavior and keep noise to a reasonable level so as not to disturb our neighbors.
19. Florida has a tropical climate and therefore pests, such as insects and small creatures, are to be expected. The villa is treated regularly as part of a pest and termite control program and so we cannot accept any liability for the presence of any pests. In order to reduce the possibility of any pests or small creatures entering the villa please ensure that the external doors, and the internal garage door, are kept closed when they are not being used and that no food is left out unwrapped. Please contact the Owner's management company promptly if any pests are discovered so that they may be dealt with speedily.

Pool and Pool Heat

20. Use of the pool, pool toys, floats and other pool recreational items is entirely at the Guests' own risk. All guests using the pool must observe and abide by the safety rules listed in the Information Book held in the villa, and abide by the pool Safety Rules displayed in the pool area.
21. Children using the pool and pool deck must be supervised at all times. The safety fence should remain in position when children are in the group.
22. The pool is cleaned and chemically balanced every week for the safety and comfort of pool users. However, on rare occasions it may be necessary to apply extra chemicals to the pool to maintain correct and safe chemical levels. If this situation should occur during your stay it may be necessary for you to stay out of the pool for a period of 12-24 hours for safety reasons. Guests must follow additional instructions given by the Owner, the Owner's management company or their appointed pool technicians.
23. An additional fee will be levied if the Guest requires the pool to be heated during his/her stay. Pool heating will commence on the day requested and we would advise that it may take up to forty-eight (48) hours for the water to reach the optimum temperature, depending on the ambient air temperature. Pool heating charges will still apply during this 'warm up' period. If pool heating has been requested and paid for, refunds cannot be given other than in circumstances described in Clause 24 below.
24. The heater is a mechanical device and, as with any mechanical device, it can be subject to electrical or mechanical failure. In the event of a breakdown every attempt will be made to repair the heater as quickly as possible. If such a failure were to occur the Owner shall refund only for the days that you are without pool heat.
25. The pool heating must only be switched on and off by a technician authorized either by the Owner or the Owner's management company. The Guest must not tamper with or attempt to change any of the pool heater settings

Limitation of Liability

26. The Owner, the Owner's management company and their agents shall not be held liable for any injury, accident, death, damage or loss of property or personal effects caused by any reason, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let. This also applies to any persons not listed on the booking form who may visit the property at the Guest's invitation.

Insurance

27. **THE GUEST IS RESPONSIBLE FOR TAKING OUT ADEQUATE INSURANCE TO COVER ALL RISKS. As with all insurance policies there are exclusions, so it is important to read the certificate carefully and ensure that the insurance matches your needs.**

Complaints

28. We sincerely hope that you have no cause for complaint during your stay, but if a problem should occur with the villa, or its facilities, **please report this to the management company immediately** so that they can investigate and attempt to resolve the issue locally. If the issue cannot be resolved to your satisfaction by the management company, or you are dissatisfied with the outcome, please put the complaint in writing and send one copy to the management company and one copy to the Owner.

Please be aware that the Owner and the Owner's management company are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond their control and for which they cannot accept liability.

Law and Jurisdiction

29. This contract and any matters arising from it shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

DECLARATION ; I have read, understood and agree to, the Booking Conditions, and I confirm that I accept them on behalf of all persons named on the Booking Form. I am over 21 years of age.

Signed : _____ Date : _____

PRINT NAME : _____