

FLORIDA LAKESIDE VILLAS

TERMS and CONDITIONS

Please read these important notes, print, and complete as requested.

Reservation

The signing of the booking form by the party leader confirms the acceptance of the terms and conditions set out below and shall be binding on the persons booking and intending to occupy the premises.

Each booking will be confirmed as soon as reasonably possible after receipt of the signed booking form and the appropriate deposit. Please check carefully, the confirmation to ensure it is correct, if not please inform us immediately.

The party leader; must be over 21, and authorised by all members of the party, who are listed on the booking form, to accept our booking conditions on their behalf.

All documentation will be sent to the party leader, who should duly appraise the other party members of any information.

The home is booked solely for the use of those persons named on the booking form unless agreed in writing with *Florida lakeside villas*. Once we have sent confirmation to you, we have a binding contract.

Governing Law

This agreement shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Villa occupancy

The villas' maximum capacity of 6 persons (six persons) plus 1 infant (one infant) must not be exceeded, in order to comply with the State of Florida fire regulations.

We reserve the right to restrict Villa occupancy below the licensed limit.

You may occupy the villa from 4pm on the first day of your confirmed rental period. You would normally be expected to have vacated the villa by 10am on the final date of your confirmed rental period.

Please note we do not allow pets to stay in our villa, and we discourage smoking within the home. Please respect our views and smoke only outside, or around the pool area.

Payment

You are required to pay the owners a non-refundable deposit of £200 / US\$350 per week or part week per booking. Payment must be received by the owners within 7 days of your initial reservation. This must be accompanied with signed terms and conditions and booking form. The outstanding balance is payable 8 (eight) weeks prior to the date of your first occupancy.

If you were to book the villa less than 10(ten) weeks prior to your date of first occupancy, the full balance is due immediately.

The price for renting the Villa as stated on the documentation is guaranteed and no surcharges will be added.

Property Deposit

We also hold a refundable property deposit of minimum £200 / US \$350 (Extra £100 / US \$175 required for bookings of/over three weeks duration), in case of breakages, loss or damage to the villa during your stay.

This shall be refunded to you by cheque, in full, some 21 days after your return from the villa, on confirmation from our management company that the villa was left in the same condition in which

you found it, with keys returned to lockbox, the Villa left secure, less any deductions to cover the cost of replacement, repair, cleaning, or late checkout.

Please be aware we check the inventory prior to your arrival and after your departure and will advise re any faults these may include any additional cleaning costs for spills, stains, etc.

The Villa front door key must be left in its security box when you leave the property. The loss of the door key will result in a charge of £100/US\$175 from your security bond.

You will be provided with one key. If you have problems or lose your key please contact the management company straight away. A charge will be made for this. You will also be liable for any damage in excess of this deposit.

We retain the right to retain the security deposit (either in part or full) to cover breakages, damage, additional cleaning costs, damage, non-return of keys or any other expense caused by your occupation of the Villa.

Liability

Florida lakeside villas does not accept liability for any injury, damage or loss sustained by any member of your party or any person who enters into the villa during your confirmed rental period either by your invitation or not, except where any personal injury or Death is attributable to the negligence of *Florida lakeside villas*

Children **must** be supervised at **ALL TIMES** especially whilst in the pool area. **GLASS is NOT** permitted in the pool area; Plastic glasses are provided for use by the pool.

The owners and our Management Company reserve the right to enter the Villa at any time for whatever reason.

Documentation.

All passports, visas and health certification requirements are the clients' responsibility. The owners and their agents accept no responsibility for any delay or expense incurred through any irregularity in such documents.

If you have to cancel your holiday

If unfortunately any member of your party needs to cancel the booking, we would ask that we be informed immediately in writing, duly countersigned by the party leader. Cancellation will be effective from the date it is received by us. Cancellations are subject to a charge detailed below as a percentage of the total amount due dependent on the time you cancel.

Cancellation notice given

30 to 60 days = 50% of the rental charge

29 to 0 days = 100% of the rental charge

For most reasons beyond your control, cancellation will be covered by your travel insurance. But cancellation due to financial reasons or no longer wishing to travel is not included in your travel insurance.

If we change or cancel your holiday

In the unlikely event that due to circumstances beyond our control, we need to make changes to or cancel any bookings at any time, we will inform you as soon as possible. We reserve the right to cancel any bookings at any time, and will only be held liable to refund monies already paid by you the client (including the Security Deposit)

In case of 'force majeure' your booking may need to be terminated prior to the scheduled conclusion of your booking. This however is extremely unlikely to occur although if the situation arises we will not be able to offer refunds, pay compensation or reimburse you for any expenses you may incur. Your travel insurance may cover you for these events.

In case of complaint

Things do occasionally go wrong, and we promise you we shall make our best endeavours to rectify faults to your satisfaction. You must inform our local manager/agent immediately in order that the problem may be rectified as soon as possible.

They will be on hand to rectify any problems and if you are not satisfied with the solution please make this known to us in writing within 14 days of your return. We will not accept liability for any dissatisfaction or other complaints not reported to our local manager during your stay.

In the event of any breakdown of equipment or faults, please report them immediately to the Management Company. Please do not interfere with any of the equipment in the home. The Management Company will initiate repairs which will be completed as soon as possible. The owners do not accept any liability with regards to contractor's delays in obtaining spare parts or repairs.

International Telephone calls and Internet access.

These services are provided for your use. There are excessive use restrictions regarding the services. Details are located within the Villa. A copy will be supplied on request. The owners accept no responsibility for the service provider's interruption to, or lack of services.

Pool and Pool Cover.

Please be aware that due to the size of the pool, it can take up to twenty (24) hours for the water to reach its optimum temperature, in relation to the prevailing climatic conditions. Pool heating charges will still apply during this "warm up" period. The pool has a pool cover and roller. This should be fitted over the pool in the cooler months to assist in the retention of pool heat. Being True South facing the pool maintains its heat during the day. If the cover is not used and supplementary electric pool heat has been added to your rental the owners cannot guarantee the temperature of the pool. No refund can be made with regards unreasonable or un-foreseen temperatures fluctuations.

Force Majeure.

We cannot unfortunately be held responsible nor accept any liability where we are prevented from fulfilling our contractual obligations by 'force majeure'. These include but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes and other industrial disputes, natural disaster, fire, acts of God, terrorist activities, technical difficulties with transportation and utilities, closure of ports or ferries, quarantine, epidemics, weather conditions, government action or other events outside our control. Your travel insurance may cover you in some of these events.

Travel insurance

IT IS STRONGLY RECOMMENDED THAT YOU AND ALL MEMBERS OF YOUR PARTY TAKE OUT HOLIDAY TRAVEL/MEDICAL INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES THAT MAY OCCUR. IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS SUFFICIENT.

Finally we want our home to remain as clean and tidy for each and every visitor, so please respect our home and treat it with the care it deserves.

I have read and accept the terms and conditions of the booking as outlined above

Signed

Print full Name

Date

NB. When completed, please enclose with completed booking form and payment.