

fivestarfloridavilla.com

Terms & Conditions

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification on any matter contained herewith before you acknowledge your agreement to be bound by way of signing our booking form.

Booking Form

- The signing of the Booking Form by the party certifies that he or she is authorised to agree to the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date and shall be binding on all person(s) booking and intending to occupy the premises. The signatory must be a member of the party occupying the property and must be of the age 21 years or over.
- No persons other than those named on the booking form may use the property without the written consent of the owners.
- No parties of guests who are ALL under the age of 21 will be accepted.
- Bookings are valid after –
 - the booking form has been completed, signed and received by the Owner
 - the appropriate deposit has been paid
 - the booking has been confirmed by the Owner to the Guest

Payment Details

- A non-refundable deposit of 150 pounds sterling or \$250 USD, per week or part week booked is due within 7 days of your initial reservation, to be sent with the completed Booking Form. Upon receipt of completed booking form and clearance of the payment, the reservation is confirmed, following which we will send out a receipt and confirmation of booking.
- Payment of balance is due in full 10 weeks prior to your arrival date along with a 200 pounds sterling or \$350 USD breakage deposit bond. On receipt, banking and clearance of your parties final payment we will send out your arrival pack.
- Whilst payment can be made by Credit Card this method of settlement will incur a minimum charge of 4% of the balance paid.
- In the event of a payment not being honoured by the Bank we will make a charge of £10/\$15 to cover our own bank charges and administration costs.
- 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.
- Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of accepting the reservation. As soon as a booking has been confirmed by way of completed booking form and payment of deposit or full balance, the cost of the rental is guaranteed against any further price increases. This guarantee is offered subject to these terms and conditions and payment being adhered to and providing you do not make further amendments to your accommodation arrangements.

Visit our website at <http://www.fivestarfloridavilla.com/>

Feel free to contact the owners in the UK:

E-mail sandra.saville@homecall.co.uk

Telephone [+44\(0\)1302 751142](tel:+44(0)1302751142) Mobile [07764 274938](tel:07764274938)

Security/Breakages Bond

- A breakage deposit of 200 pounds sterling or \$350 USD will be taken with the final balance. This deposit will be refunded to the guest within 30 days after the completion of their stay, subject to the return of key and no damage or loss reported by the Owner's U.S. based management team. Should any reported loss/damage costs exceed the aforesaid breakage deposit amount then we reserve the right to claim any further excess from the guests.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage or non-return of the key. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- We reserve the right to pursue a guest for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this.
- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of £200 / \$350 from your breakage bond.
- You will be provided with 1 key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately, and they will allow you re-entry into the house. Unfortunately you may incur a charge for their service depending on the call out time.
- The client is held responsible for:-
 - any loss, damage or breakages that may be caused to the property its contents and also for any items in the inventory during your stay.
 - all damage and faults caused or found at the home must be reported to our management company at the earliest opportunity who will act as sole arbitrators on this matter.
 - taking good care of the property and leave it in a clean and tidy condition at the end of their stay.
- To permit the Owner or their Agents reasonable access to the property to carry out general maintenance if necessary
- Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Apart from spoiling, food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care in this may be passed to you.

Cancellation

- Should the final payment not be received by the due date then the booking shall be deemed cancelled and the deposit shall be forfeit. Any cancellation charges detailed elsewhere in this document will then apply.
- If the guest wishes to cancel the booking they should advise the owner immediately in writing. The owner shall be entitled to retain all payments already made (excluding the Breakage Deposit) and to recover, if not already paid, the balance of hiring charges as follows:-

Cancellation notice of 71 days or more prior to commencement of rental - Initial Deposit only

Cancellation Notice of 70 days or less prior to commencement of rental - 100% of the total rental charge

- Please ensure you have Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in financial loss.

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- In the unlikely event that circumstances beyond the Owners 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 in these circumstances for the return of any rental monies already paid. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.
- Should the client wish to change the booking up to 10 weeks prior to the commencement of rental there will be an administration charge of £25/ \$45 per booking.

Liability

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to all persons or personal effects however caused as a result of use of the pool, spa and villa. Guests are responsible for taking out an adequate insurance policy to cover all risks.
- Similarly the Owner does not accept liability for injury, damage or loss caused or for any such claim by a third party as a consequence of actions by the guest(s) and other persons occupying the property during the period of the rental.
- Guests may use the swimming pool at their own risk. They should always observe the safety rules listed in the information and safety book located in the home and observe the pool safety notice displayed in the pool area. Children should be supervised properly in and around the pool area and inside the villa.
- Pool heating will be switched on during the day ordered and may take some time to heat the pool to optimum temperature. Having ordered pool heating, the Owner is not responsible for the weather and if it's warmer than expected pool heating still has to be paid for. The solar blanket provided must be used when the pool is not in use (especially at night) or the heater will not function correctly. We cannot guarantee the water temperature as a result of prevailing weather conditions.
- The pool heater is a mechanical device, as with any such device it can be subject to mechanical failure. If such an occurrence was to happen then every effort will be made to repair the heater. If the guest has paid for pool heat then we shall refund only the days you are without the pool heat. We cannot and will not refund for anything that has not been paid for.
- The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons
- No liability is accepted for the 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.
- Because your health and safety matters to us, we have a fire alarm and monitored security system and it is a condition of rental that all doors and windows are locked and the security alarm set each time the villa is unoccupied during your stay. If an incident occurs and it is found that you have not followed these rental requirements, you may be liable for any loss or damage which ensues from your omissions.

Force Majeure

- As owners of the property we, our servants or agents, 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 owners control.

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Complaints or Dissatisfaction

- In the unlikely event of a complaint during your stay please contact the Management Company immediately. If the matter cannot be resolved you should contact the owner, in writing, within 14 days of the end of the rental period. If the problem has not been reported, as requested to the Management Company the owner cannot accept any responsibility.

General

- The maximum occupancy is 12 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 monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
- We have a strict **NO SMOKING** policy inside the house. Guests are welcome to smoke on the pool deck, provided that ashtrays are used and the stubs/butts are carefully disposed of. If the management company find any evidence of smoking inside the house 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 are 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-odorising costs.
- We have a strict **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 are 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-odorising costs.
- Stays of 5 nights or less will incur a cleaning fee of 65 pounds sterling or \$110 USD.
- The rental period commences at 4pm local time on the day of arrival as per the booking and the property must be vacated by 11am on the day of departure. Failure to comply with this may result in extra rental charges which the guest agrees to pay.
- All patio doors are fitted with a child alarm, while fire alarms are situated around the entire villa. Any tampering of these alarms will result in a deduction from your security bond to cover the cost of repair/replacement and may result in prosecution by the state authorities.
- Internet Access and all direct local and long distance telephone calls made from the villa within the USA, Canada and the Caribbean are free of charge. Directory assisted calls are charged for at the prevailing rate and will be deducted from the damage deposit accordingly.
- There is a large gas B.B.Q. provided which should be used outside the pool cage area only. The guest is responsible for the cleaning of the grill after use otherwise a cleaning fee will be levied and deducted from the security/breakage deposit. Empty gas cylinders can be exchanged at local stores including, Walmart, Lowes & Home Depot.
- All bed linen and towels are provided for your needs, although you are not allowed to remove any from the house including beach towels
- To ensure comfort, security and peace of mind both our homes are registered with the State Authorities and are in full compliance with all relevant legislation.

We want our villa to remain as clean and tidy for each and every visitor so please respect our home and treat it with the care it deserves

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