

Our Villas Terms & Conditions: Page 1

Highlands Reserve, Davenport, Florida, Villa Reference Maple 6: 33897

ACCOMMODATION

Everyone occupying the property must be listed on the booking form, including small children. This is Florida state law and must be adhered to. The maximum number of guests is 8 persons. Exceeding these numbers without the written consent of the owners may result in the renter having to vacate the property without any compensation. We reserve the right to refuse admittance to the property if this condition is not fulfilled. As this property is situated on a development consisting of both residential and vacation homes, the owners cannot be held responsible for any ongoing construction, alterations to existing properties or any noise or nuisance as a result thereof on or around the development.

ARRIVAL / DEPARTURES

The property is available from 3.00pm on the day of arrival and must be vacated by 10am on the day of departure. Unless previously agreed.

BALANCE

The balance due on the booking is required 10 weeks prior to arrival. We will always try to send reminders to guests. If the booking is made less than 10 weeks prior to arrival then the whole amount will be due at the time of booking.

We reserve the right to treat the booking as cancelled if we do not receive the full balance payment by the due date, unless we previously agree, in writing, to an extension. In the case of non-payment on the due date cancellation charges will apply.

BOOKING

The submission of your email acceptance letter and or payment by you as Party Leader confirms acceptance of the Terms and Conditions set out and shall be binding on you and all the persons in your party intending to occupy the premises at the time of booking (or any subsequent amendments to that intention).

A booking will only be secured on receipt of the deposit and a completed booking form. Only the persons named on the booking form will be permitted to stay in the property. Failure to comply may result in all the occupants being asked to vacate the property immediately. If at any time prior to arrival in the home you wish to change any members of your party, details must be advised in writing.

The owners reserve the right to have removed any guest(s) whose behavior is considered as being disruptive or affecting the enjoyment of residents. In this case, the owners do not accept any legal responsibility for finding alternative accommodation or reimbursing monies paid for accommodation.

The lead person making booking must be a member of the party occupying the property and must be at least 25 years of age.

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CANCELLATION

In the event of cancellation the following charges will apply:

Cancellations received more than 70 days prior to arrival will be charged the full deposit.

Cancellations received 49 to 70 days prior to arrival will be charged 50% of the full rental amount.

Cancellations received 29 to 48 days prior to arrival will be charged 75% of the full rental amount.

Cancellations received 28 days or less prior to arrival will be charged 100% of the full rental amount.

Cancellations must be notified to us in writing.

In the very unlikely event that the owners, due to circumstances beyond their control, are required to cancel the booking, they will use their best endeavors to locate an alternative villa which is acceptable to guests.

Should the owners be unable to locate a satisfactory alternative or if the alternative villa is not acceptable, the lead guest will receive a complete refund of all monies paid. However the owners, Management Company, or their agents, will not be liable for any other loss, consequential or otherwise, incurred by the lead guest or any other member of the party.

CHANGES TO BOOKED DATES

Should you wish to make any changes to your confirmed booking dates, you must notify us in writing as soon as possible. We will always use our best endeavors to meet the requested change of dates.

CLEANING

Cleaning prior to, and following your stay is included in the rental cost for all bookings of 7 nights or more.

COMPLAINTS

In the unlikely event that you experience any problems with the property you must contact our local Management Company who will do their best to assist and rectify the matter as soon as is practically possible. 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.

COMPUTER INTERNET ACCESS

A WIFI Broadband Internet connection is provided for guests use. Please note that this service is provided FREE to guests. 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. Signing of our 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.

DATA PROTECTION

We will take all reasonable steps to ensure that all personal details are held in a secure manner and that no unauthorized access will be permitted.

DEPOSIT

A non-refundable booking deposit of US\$300 per week or part week is required with a completed booking form. For visits of less than 1 week we will require US\$300. On receipt of your booking form we will confirm, by email, that your vacation dates are available and the total cost for the dates you have requested. Your dates will then be held for 7 days to allow time for receipt of your booking deposit. Please note that your booking is not confirmed until we receive your deposit.

FLORIDA CLIMATE

Florida is a tropical climate and has a wide variety of insects and wild life. Our home is treated on a regular basis to repel insects, but inevitably they will occasionally find their way inside the property. They are best eradicated by spraying with an appropriate product. The problem with these unwanted guests is greatly reduced if food and crumbs are not left on worktops, tables, floors, or in the pool area – it is advisable to clean up spills immediately.

FORCE MAJEURE

The owners or management do not accept any responsibility or liability occasioned by strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, fire, flood, technical or weather problems to transport, aircraft grounding, closure of airport or ports, weather conditions or any other event beyond our control.

LIABILITY

During your stay, the owners or our representatives DO NOT accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal possessions howsoever caused. The property has a swimming pool; the owners and/or management DO NOT accept responsibility in the event of any injury or death caused as a result of the use of the pool or spa. An adult must at all times supervise guests under the age of 18. There is a 24 hr alarm system attached to the sliding patio door leading from the sitting room to the pool, this alarm is to provide a 24hr audible warning, this alarm is to be switched on at all times

The owners and the Management Company do not accept liability for equipment failure and / or services in the property.

LONG STAYS

For bookings of more than 21 night's special rates may apply. Contact us for details

MANAGEMENT COMPANY

Our local management company, or the owners, will contact you on your arrival to ensure that any questions or difficulties are resolved to your satisfaction. The management company or its representatives may enter the property at any time, without notice, for the purposes of protection and / or maintenance of the property. Wherever possible, the company will provide notice to the guest prior to such entrance.

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PETS

For the comfort of all our guests' pets are not allowed in our villa. 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.

POOL

All rental prices exclude pool heating unless previously agreed. In the event that pool heating is requested we cannot guarantee the temperature of the pool water, this varies according to local factors, especially the prevailing weather conditions. If pool heat is requested after arrival, a call-out fee of \$25 is required to be paid by the guest to the management company to turn on the heater and if appropriate, to collect the pool heating payment.

In the event of a pool heater breakdown or other circumstances beyond our control, we (or our representatives) will do our (their) best to rectify the problem as soon as humanly possible. In such an event, our liability will be limited to refunding the guest **ONLY** for the number of days the pool heater is out of action - no other compensation will be discussed or paid.

For your safety and comfort the pool is inspected, cleaned and if necessary, chemically balanced every week. Occasionally it may be necessary to apply chemicals to the pool and spa. Should this occur during your stay it may be necessary to avoid using the pool and spa for a short period - this is a normal part of pool maintenance.

Guests are not permitted to touch the pool heater controls, any problems arising from tampering with these controls will be deducted from the security bond.

The pool cover must be used during the cooler months to retain the heat and this is the responsibility

Children must be supervised at **ALL TIMES** whilst in the pool area. Glasses and crockery are **NOT** permitted in the pool area. Please use the plastic items provided.

SECURITY BOND

A security bond of US\$300 or £200 will be required with the final balance. This is intended to cover any loss or damage during your stay, for which you are solely responsible. The bond is fully refundable within 28 days following departure, after confirmation from our management company that no loss or damage has occurred.

Our local management company checks the home before your arrival and after your departure and will advise us of any faults. This may include additional cleaning costs for removal of stains due to spillages. In the event of any loss or damage exceeding the amount of the security bond, you will be liable for the full amount, to be paid to us within 14 days following departure. Any damage, breakages or loss should be notified to our management company as soon as possible.

Booking Period

The minimum rental period is 7 nights.

SMOKING POLICY

For the comfort of all our guests the villa is TOTALLY NON-SMOKING INSIDE AND OUTSIDE. Additionally, Florida law does not permit guests to smoke within rental villas. If the management company finds 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 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.

TRAVEL INSURANCE

We strongly recommend that on booking, all guests ensure that they have adequate comprehensive travel insurance.

VILLA SECURITY

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.

When checking out of the villa for the final time please ensure that all doors and windows are closed and locked, including the garage door, the front door and the 4 doors leading to the pool area

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 is in possession of keys and appropriate codes for gaining access to the villa. Do not give keys or codes to anybody