

Willow View and Palm View **Terms and Conditions.**

Bookings

The signing of the booking form or completion of an on-line booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list). All correspondence will be sent to the address specified on the booking form.

No single sex parties who are under the age of 21 will be accepted. The property will not be rented to anyone under the age of 18. Renting to sports teams is only done in exceptional circumstances with references.

No smoking is allowed inside the properties, smoking is only allowed on the pool deck and ashtrays provided must be used and emptied regularly to avoid pool contamination. Any damage caused by smoking will be billed.

No pets allowed.

To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

Commercial vehicles, campers, mobile homes, recreational vehicles, motor homes, house trailers, boats, shall not be permitted to be parked or to be stored at any place on the property. Parking is available on the drive for two vehicles only. No parking is allowed on the street.

Party size

Everyone occupying the property must be listed on the booking form, including small children. The ages of all guests under the age of 18 must be listed. This is Florida state law and must be adhered to.

The accommodations cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. If this condition is breached then we reserve the right to terminate the booking immediately without compensation being made.

The property is fully licensed for short-term rentals in Florida. The maximum party size is 12 per villa it is possible to have a minor under the age of 3 on top of the 12 licenced.

The owners reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void and no compensation will be paid.

Rental Period

The rental period generally consists of a Saturday to Saturday booking, however other periods are available (please ask for details). The minimum rental period is usually 4 days.

Stays of 6 nights or less will incur a cleaning fee.

The Villas are available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am on the morning of departure.

Vacating after 10.00am may incur a charge equivalent to one days accommodation cost unless previously agreed with the owner and/or Management Company.

Guests can arrange to arrive earlier or depart later if the Villa is empty by prior arrangement with the owners and/or Management Company.

Payment

Together with your completed booking form, a non-refundable deposit is due within 7 days of your provisional booking. Upon receipt of your deposit we will send you confirmation of your booking.

Payment of the balance is due 8 weeks prior to your arrival date. 2 to 3 weeks before arrival we will send out directions and access information.

If pool/spa heating has been paid for the thermostats for the pool will be set at 84°F and spa 99°F- The heating will be enabled for 12 hours per day. The temperature of the water cannot be guaranteed should the outside temperature be low. Pool cover is supplied for the winter months to help maintain the temperature but the guests would be responsible for covering the pool when not in use.

All rates are subject to change until final confirmation of booking.

Security Deposit

The client is solely responsible for any damage or breakages that may be caused to the property or its contents during your stay. Any breakages or damage must be reported to the management company as soon as possible and before you vacate the property. At no time should any item be removed from the villa.

The lead guest must fully inspect the home and report any damage or deficiency to the owner's manager within the first twenty four (24) hours of their stay. Thereafter any damage or deficiency found following the guest's departure will be attributable solely to the lead guest and their party. At the end of the rental all utensils, carpets, furnishings, walls and fittings must be left clean and tidy.

We require a refundable security deposit to be paid with the final payment. This deposit will be repaid to you by cheque (in the currency it was paid) as soon as the management company has reported no damage.

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 marks due to spillage or stains.

In the event of any excess damage of any kind to the property or excess cleaning costs or excessive use of electricity (e.g. leaving external doors open with air conditioning on) which exceed the security deposit, the signatory will be held responsible for all additional costs.

The Villas are designated as "No Smoking" homes, and all guests agree to refrain from smoking inside the house. In the event that neutralization of smoke odours from cigarettes, cigars, pipes or other smoking materials is required, or in the event that burn marks from cigarettes, cigars, pipes, or other smoking materials are detected, the cost for elimination of those odours or repair of the burn marks will be deducted from the security deposit.

We reserve the right to retain the security deposit (either in part or full) to cover damage or non-return of keys. 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 and will require payment within 14 days of being served notice of this.

Florida has a sub tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.

Safety & Security

To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property.

Ensure all windows and doors are locked securely before leaving the property or retiring for the night.

It is a condition of booking that the fitted alarm must be used when the house is empty. It is recommended that the alarm without the movement sensors is used at night. False alarms that result in the calling out of the emergency services may result in the loss of the deposit to the amount of the bill. Instructions are provided including code words to prevent the alarm company from calling out the services should a mistake be made.

The swimming pool is used entirely at the guest's own risk.

At no time are the pool door alarms to be tampered with.

No diving is allowed and children must be supervised at all times whilst in the pool area.

Glass is not permitted in the pool area at any time. Please use the plastic items provided.

Computer & Internet

A computer and broadband Internet connection is provided for guests use. Please note that this service is provided FREE to guests. The owners will use their best endeavours 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, and abide by the user instructions in the home.

Cancellation by Guests

In the event of your party needing to cancel, the following conditions will apply.

Any cancellation within the final 8 weeks will regrettably result in loss of the whole booking fee (not including the security deposit).

Any Cancellation more than 8 weeks will result in the loss of the Deposit

It is the responsibility of the signatory to ensure that the signed cancellation letter reaches the owner. Email cancellations are not acceptable.

Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and recover the balance owing.

If you do have a problem, **PLEASE** contact us as soon as possible to discuss the matter.

We strongly recommend that all guests take out adequate holiday, injury, medical and cancellation insurance cover at the time of booking.

Cancellation by the Owners

In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However the management company will always seek to relocate your booking to a home of a similar or superior standard.

Force Majeure: The owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond the owners control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation,

alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

Complaints

In the unlikely event of a problem arising whilst you are on holiday (relating to the villa) you should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with the villa is paramount to us and should you consider that the matter is of a serious nature, we ask you to contact us direct within 14 days of your departure from our home. However, if the problem has not been reported to the management company then we cannot accept any responsibility.

Code of conduct

Windwood Bay is a residential community. The actions of all members of your party should not interfere with the enjoyment of either other vacationers or the residents of Windwood Bay. Please do not play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.30pm or before 07.30am. In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other vacationers, residents of Windwood Bay or damage to any property, the owners or their management company reserve the right to terminate your rental agreement immediately and forthwith. The owners or their management company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

Disclaimer

LIABILITY – The property is privately owned and neither ourselves nor the management company accept any liability whatsoever for damage or injury sustained during use of any of the facilities or equipment at the home. It is the guest's responsibility to exercise a duty of care at all times and party leaders should ensure that all their party follow all the comprehensive operational and safety instructions relating to the use of facilities and equipment, familiarize themselves with the fire procedure displayed in the home and confirm all persons using the home are adequately covered by appropriate personal accident/injury/public liability insurance. Children should be properly supervised at all times, and the child safety fencing around the pool should only be opened when the pool is in use and replaced immediately the pool is vacated.

The owners and their agents reserve the right of entry at any time. (This includes such workers as pool maintenance, gardeners etc)

Brochure description : whilst all information supplied in any brochure is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

All passports, visas and health certificate requirements are the responsibility of the guests.

Law

This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Data Protection

Any information passed on by visitors to this site, for example, customers completing on-line booking forms or submitting their email address will be used solely for the purpose of renting the villa. We will not pass your details on to any other agencies or third parties whatsoever and will at all times respect the privacy of our clients.