

TERMS AND CONDITIONS

627 Copeland Dr., Calabay Parc@ Tower Lake

Booking

This booking form confirms your acceptance of the terms and conditions set out below and shall be binding on all persons stated on the booking form. Each booking will be confirmed by the owner, as soon as possible after receiving the booking form and deposit and only on receipt of this confirmation by you will the booking be treated as confirmed. Once the owners have confirmed the booking to you and you have paid a deposit, the named person on the booking form will be responsible for the total rental price of the property, as agreed. The remaining balance of the agreed rental cost must be paid ten weeks prior to your departure. If the full balance of the rental cost is not paid as in accordance with these booking conditions, we reserve the right to cancel your booking. In these circumstances your reservation deposit will be forfeited.

Security Deposit

The sending of the booking form confirms your acceptance to pay for any damage of any kind caused by your occupancy of the property. The cost of repairs and/or replacements will be deducted from your security deposit. The security deposit will be fully refundable after your departure from the property, providing there are no claims against it. In the event of any excess damage of any kind, excessive cleaning costs by our agents or excessive use of electricity (caused by leaving external doors open with the air conditioning on) the named person on the booking form will be held responsible for all additional costs which exceed the security deposit.

Cancellations

Providing the owners receive written notice of cancellation not less than 10 weeks prior to the actual booking date, the signatory will not be liable to pay the full balance. It is the responsibility of the signatory to ensure that the signed cancellation letter reaches the owner. Email cancellations are not acceptable. The reservation deposit will be forfeited. If the cancellation is received after 10 weeks prior to the start of the holiday the signatory is liable to pay the full balance of the final invoice. If the owner is successful in re letting the property for all or part of the reservation period, the full balance or the part balance of the final invoice will be refunded.

Responsibilities

All persons stated on the booking form are responsible for the care of the property and are expected to take reasonable care of it including the locking of all doors, topping up of pool water (as required) and ensuring the security alarm is activated whenever the property is unoccupied. At the end of the rental period, all utensils, carpets, furnishings, walls, fittings must be left clean and tidy. It is the guest's responsibility to notify the management company immediately of any sudden equipment failure so that reasonable action can be taken to rectify the situation.

Party Size

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 accommodations cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. No pets are permitted. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adults. The property is fully licensed for short-term rentals in Florida. The owners reserve the right to refuse admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

Law

This conduct is subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts.

Smoking/Pets

For the safety and comfort of all our guests smoking is not permitted within the property. Pets are not allowed unless by prior agreement with the owner.

Liability

The owners and the management company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of all accommodations and amenities including the pool is entirely at the user's own risk. Children must be supervised by responsible adults at all times when using the pool. Glass or crockery is not permitted within the pool area. The owners or management company cannot accept any liability for any loss of rental time due to travel problem, flight delays or cancellations, industrial disputes or any events outside our control, including any form of Force Majeure. The owners and the management company cannot accept responsibility for the sudden failure of villa equipment but will take immediate reasonable action to rectify any such failure upon notification by the guests. If the pool heater cannot reach optimum temperature due to adverse cold weather conditions the owners or the management company cannot accept liability.

Arrivals and Departures

The villa will be available for occupancy from 4pm on the date of arrival and must be vacated by 10am (prompt) on the day of departure.

Insurance

It is a condition of the booking that all members of the Party are covered by travel insurance which carries adequate protection against delays and cancellations, and has adequate medical insurance for the USA, and for your luggage and personal belongings.

Force Majeure

As with any other holiday, there maybe circumstances completely beyond our control and contemplation, in which the property might not be available for your booking. Examples of these circumstances include (but are not limited to) destruction of or severe damage to the property. Such circumstances are referred to Force Majeure. In the event of Force Majeure the owners will do their best to make alternative arrangements for you where possible. If they cannot, or if the alternative arrangements are not acceptable to you, then they will refund all monies paid. This will be the full extent of the owner's liability to you in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, howsoever arising.

Code of Conduct

The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of villa communities. Please do not use the swimming pool, 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 holidaymakers, residents of villa communities or damage to any property, we the owners or our management company reserve the right to terminate your rental agreement immediately and forthwith. We owners our 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.

Owners Access

The owners or their management company shall be allowed access at any reasonable time during your stay.