

425 WINDSOR PLACE DAVENPORT FLORIDA 33896

BOOKING TERMS AND CONDITIONS

The signing of the Booking Form constitutes acceptance of these terms conditions by the client.

1. These Booking Conditions form the sole contract between the owners and the person signing the Booking Form (who must be over 21 years of age). The person signing the Booking Form shall be deemed to be signing on behalf of all members of the party, who agree to be bound by the Booking Conditions. No contract shall exist until the owners have received a signed Booking Form, together with the correct payment. The accommodation is booked exclusively for the people named on the booking form; excesses are not permitted in accordance with the Florida State Law.

2. A deposit of £100.00 per week is required at the time of booking (non-refundable) and the balance is payable 8 weeks prior to the date of departure. If the booking is made 8 weeks or less from the date of departure, the full amount is required at the time of booking.

3. The deposit will be treated as part payment of the total amount due. If the balance is not paid 8 weeks prior to the departure date, the Owners shall have the right to cancel the booking without further notice. In the event of cancellation for any reason, deposit and final balance are not refundable. The Owners or their Agents are not responsible for any loss of enjoyment or use of the house due to travel disruption or adverse weather conditions. It is very important that you have adequate insurance cover.

4. The Owner cannot accept liability for the acts of our principals over whom we have no control (such as airlines, car hire companies, and rental management companies). The Owner cannot accept liability whatsoever for any injury sustained by guests or any other visitors to the home or swimming pool or for any loss or damage, howsoever caused, to any property brought to the premises. All information concerning the property and facilities is correct at the time of going to press but may be changed without prior warning for safety reasons. It is expressly agreed upon that the Client will not hold harmless the Owners or representatives, for any accident, injury or distress, financial claim or claims of any sort, that may result from any such accident, injury or distress by the tenant, Client or any other person however so caused or incurred. At no time should children be allowed to play within the pool/deck area, unless supervised by an adult.

5. Under no circumstances may more than the maximum number of persons booking, occupy the property, except by prior written agreement.

THE OWNERS RESERVE THE RIGHT TO REFUSE ADMITTANCE IF THIS CONDITION IS NOT MET.

6. The Client is responsible for the property and is expected to take all reasonable care of it. All equipment, utensils, etc. must be left clean and tidy at the end of the hire period. A charge may be incurred should excessive cleaning be required after departure; this may be deducted from the Security deposit. All damages and breakages are the responsibility of the Client and associated costs shall be refundable on demand. Where the amount concerned is less than £200, it may be deducted from the Security Deposit.

7. Should any problem occur with the accommodation during your stay, you must notify the local Management Company immediately. The telephone number of the Management Company is provided within the villa.

8. Force Majeure: The Owners accept no responsibility for and shall not be liable in respect of loss or damage or changes caused by Force Majeure events (e.g. strikes, tide, flood, closure of airports, weather conditions) or any other event beyond their control.

Insurance: The Client is strongly advised to take out adequate insurance cover. NEVER, NEVER TRAVEL WITHOUT INSURANCE. The Owners are not responsible for any deaths, injuries, illness or loss or damage to property including motor vehicles or to that of any guest however caused.

9. Change or cancellation by the Owners: Whenever possible all changes will be advised without delay. Should circumstances, beyond the control of the Owners require them to cancel a booking, they will wherever possible offer alternative arrangements. Should these prove unacceptable and once instructions have been received by the Client in writing, the Client will receive a full refund of all monies paid.

10. Check in time is 4.00 p.m. Check out time is 10.00 a.m, unless other arrangements are made at the time of booking.

11. The Management Company check the property on your departure. If any damage or breakages have occurred during your stay, you will be charged accordingly. The owners require a payment by cheque of £200.00, as a security deposit, this will be refunded to you within seven days, after a satisfactory report from the Property Managers.

12. DIRECTIONS, KEYS & CODES

It is your sole responsibility to ensure you have all documentation relating to the directions to your home together with the lock box codes for access to the keys to your property BEFORE you depart for your vacation. For security measures, lock boxes may be changed at last minute at management's discretion. Should you not be able to gain entry, you MUST call the emergency number (863 420 3265) for the access code on the day of your arrival. No compensation or refunds will be given for non-entry to the property should a call not be made at the time of your arrival. If you call out of hours, please leave your name and a contact number and you WILL be called back that day / evening.

13. POOL & SPA HEATING / CONDITION OF POOL

All spas and pools are under the care of contractors, they are serviced and chemically balanced weekly. It is possible in between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). We invite you to use the nets or brushes provided in between services to keep pools in good condition. Any major concerns are to be reported to the

management company. Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. Homes of America, and vendors, will not be held responsible for the failure of the same however we will do everything within our power to remedy the difficulty as soon as possible.

Spa and Pool heat can also be affected by the external temperature, especially in the cooler months. If the heater is found to be operating correctly but not providing heated water due to the temperatures, neither refund nor compensation will be given. You are to report immediately if your pool is not heated. Should a problem be located with a heater – You will be refunded from the day you report the problem with no further compensation. Spa and pool call outs are only during working hours. Should guests require attention that is non-emergency related (i.e pool not heating) there will be a call out charge of \$50.00. Spa and Pools are scheduled to be turned on on the morning of your arrival date. Please note they take 24hours to heat up.

14. NOTE ABOUT POOL HEATING

Prior to your arrival, you may have arranged with your agent / owner to have your pool heated for your stay. If so, we are delighted to say your pool heater will be turned on. Here are a few points to be aware of with the pool heating during your stay.

The Pool heater is turned on the morning of your arrival and can take 24 filtering hours to heat to capacity.

The heater is set to 86 degrees. Pool filtering times are typically 9am – 5pm, while the pool is filtering the pool heater is on. The pool heater is not on throughout the night. So you will feel the pool is a little cooler in the mornings.

The use of the pool blanket will help retain heat, we advise you keep the pool blanket on the pool whenever the pool is not in use.

The pool heater will NOT work as efficiently in weather cooler than 65 degrees. During the cold weather in Florida, the pool heater will struggle. Refunds are not granted due to cold weather affecting the pool heat. Your pool will be cooler than the set temperature.

If you believe there is a problem with the heater, please report to the management company and we will be happy to visit the heater within working hours. You do not need to be in for this as we can access the heater from outside. Should we find a problem with the heater, you will be refunded any days lost from the day it was reported to the management company. No further compensation is granted.

In the event of a pool heater failure, we will schedule a licensed engineer to visit the property. The engineer is only available during working hours (Mon-Fri, 9.30am – 4.30pm) and has a 24 hour period in which they will visit the pool heater from the time of reporting the issue. There are NO weekend call outs to non-urgent matters, including cold pools.

The heaters will shut down if the water level is low in the pool. The pool company visits this pool once a week to check chemicals, hose deck and top up the pool if needed. Should the water level drop in between those visits, we do kindly ask you to top up the pool using the hose as this will stop your pool heater from shutting off.

We kindly ask that pool heating questions and concerns are reported during office hours, this will ensure correct recording of your call. The out of hours emergency line / voicemail is to be left open for emergencies only. Thank you for your consideration

15. This contract is subject to and shall be in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.