



## Booking Terms and Conditions

All bookings accepted by us are subject to the following terms and conditions.

### **Booking/Reservation Deposit**

Together with your completed booking form/rental agreement, a **non-refundable/non transferable reservation deposit** of 25% of the agreed total rental rate is due immediately.

### **Payment**

The signing of the booking form confirms the acceptance of the terms and conditions set out here and shall be binding on all the persons intending to occupy the property whether or not such persons have signed the booking form. The Owners will confirm each booking as soon as possible after receipt of the signed booking form and deposit is received. Once the Owners have issued the booking confirmation the signatory is responsible for the total price of the rental property as agreed. All rates are subject to change until final confirmation of booking. The villa rental payment is required at least 10 weeks before commencement of the holiday, along with the security deposit of \$400/£300. Where bookings are within ten (10) weeks, full payment is required at the time of booking. When the balance becomes payable, the reservation deposit will be deducted from the total cost of the villa. If payment is not received by the due date specified, we reserve the right to cancel the reservation and retain the reservation deposit.

### **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. 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.

We require a refundable security deposit to be paid prior to your arrival at Villa Sunrise Dream. This deposit will be repaid to you 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 stains due to spillage etc.

This rental home is designated as a "No Smoking" home, 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. Smoking is permitted on the patio area, please use the ashtrays provided.

This rental home is strictly designated as "No Pets Accepted" under any circumstances. In the event of evidence of an animal of any kind being brought to the home, we reserve the right to evict the entire party without notice, without compensation, and retain the security deposit for

deep cleaning or any other treatment of the house deemed necessary during or after occupation.

We reserve the right to retain the security deposit (either in part or full) to cover damage or non-return of keys.

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. Please ensure all doors to the outside are closed at all times. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.

The person signing the booking form must be over 21 years of age.

No parties of guests who are under the age of 25 will be accepted.

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

### **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.

The property is fully licensed for short-term rentals in Florida.

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**

Stays of 5 nights or less will incur a cleaning fee of \$120/£75.

The Villa is 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.

Guests may arrange to arrive earlier or depart later if the villa is empty only by prior arrangement with the owners.

### **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.

The house is fitted with a monitored alarm system which **MUST** be activated whenever the property is left unattended, regardless of duration. We reserve the right to claim from the

guest any costs incurred, including, but not limited to repairs and insurance policy excesses should a break in occur and the alarm was not activated.

The property has a swimming pool. The owners and management company do not accept liability for injury or death howsoever caused as a result of the use of the pool. The patio doors have a safety alarm to the pool area. Please ensure this is left on at ALL times, but particularly when children are occupying our home. Guests are specifically asked to supervise children at all times as the pool is 6 ft deep at the deep end. Guests must also take care when on wet surfaces. The pool is not designed for diving as this activity is dangerous.

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

### **Cancellation**

Cancellation up to 10 weeks prior to arrival will result in loss of reservation deposit.

Failure to pay the final balance by the due date (10 weeks prior to arrival) will result in loss of deposit paid and may result in the cancellation of the reservation. 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.

No refunds will be given for cancellation within 10 weeks of arrival.

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 we will always seek to relocate your booking to a villa 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.

### **Pool Heater/Services/Appliances**

The pool heater is a mechanical device, as with any mechanical device it can be subject to electrical /mechanical failure. If such an occurrence was to happen, 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 pool heat. We cannot and will not refund for anything that has not been paid for.

**Pool heat is determined and depends on the ambient air temperature.**

**Tampering with the pool controls, pool pump or heater is strictly forbidden.** In doing so you will automatically forfeit your security deposit and be solely responsible for any damages or costs that occur as a result of tampering with this equipment.

In the event of mechanical failure to appliances we will endeavour to solve the problem as quickly as possible

No liability is accepted by the Owner for 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.

### **Hot Tub**

If you are in any doubt whether it would be safe for you to use the hot tub, please check with your doctor first!

The spa must not be used by children under 12, pregnant women or anyone with a heart condition, diabetes, high blood pressure, asthma or chest problems, have suffered a stroke, or other medical problem which could be exacerbated. Persons ignoring this instruction do so at their own risk.

A shower must be taken prior to using the spa. Residual sun creams etc can react with the chemicals in the spa causing the water to turn green.

If the water or chemicals need replacing then the spa cannot be used for a couple of days. We will attempt to do this between lets but if this is not possible then the spa will be out of use for a short while and we cannot provide compensation.

All persons using the spa and swimming pool do so at their own risk.

The spa has a maintenance cycle for the filter so will bubble for at least 2 hours a day. Please do not try to stop this bubbling.

Please note you may notice there may be a chemical odour from the hot tub. This is perfectly normal and necessary to maintain hygiene and cleanliness of the unit.

### **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.

### **Barbeque**

A complimentary gas Barbeque is provided for our guests. Please note this should only be used outside the pool area due to the risk of fire. We request our guests clean the barbeque after use in consideration for the next guests. We are unable to offer any guarantee for the cleanliness of the grill on arrival, or guarantee a supply of gas will be available, gas may be purchased from various outlets, information can be found in the information manual at the villa. We reserve the right to retain £25/\$50 from the security deposit if our management company are called upon to clean the grill after your departure for the following guests.

### **Complaints**

In the unlikely event of a problem arising whilst you are on holiday (relating to our villa) you should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with our 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 7 days of your departure from our villa. All complaints must be supported in writing within seven days and we cannot be responsible for complaints received after this period. A full investigation will be carried out and you will be notified as soon as possible. However, if the problem has not been reported to the management company then we cannot accept any responsibility.

### **Code of conduct**

The actions of all members of your party should not interfere with the enjoyment of either other holiday makers or the residents of Sunset Lakes. 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 holiday makers, residents of Sunset Lakes 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.

In accordance with the Sunset Lakes Homeowners Association rules, no truck or van, boat, trailer, recreational vehicle, COACH, commercial vehicle or other types of non passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on Sunset Lakes. 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. This extends to any other visitors to the home or swimming pool, or for any loss or damage however caused to any personal property brought to the premises. 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/travel insurance.

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/website/advert 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.

### **Law**

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

### **Privacy**

Any information passed on by visitors to us, 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.