



## **TERMS AND CONDITIONS OF LETTING Floridabelle**

**Please read the following carefully as it contains information for a safe and enjoyable vacation and includes information required by the State of Florida. No booking will be valid and binding unless these terms and conditions are accepted by a signed acknowledgement of the Party Leader for and on behalf of all guests in the party.**

These terms and conditions and associated letting agreement shall be governed by English Law. Every attempt has been made to use clear and concise language but the Owner should be contacted to provide clarification if any part of these terms and conditions are not fully understood, otherwise they will be deemed to have been understood and accepted.

### **Booking Conditions**

A booking shall only be valid and binding upon:

- receipt by the Owner of the booking form duly completed and signed by the Party Leader; **and**
- receipt by the Owner of the appropriate deposit; **and**
- Written confirmation of acceptance of the booking by the Owner to the Party Leader.

The Party Leader acknowledges that he or she accepts the Terms and Conditions of Letting on behalf of all guests included on the booking form, (including those substituted or added at a later date with the Owner's approval). The Party Leader must be over 21 years of age and be a member of the party occupying the property. It shall be a condition of the booking that a responsible adult accompanies all guests under the age of 21 years. Parties without an adult over the age of 21 years may not occupy the property. Failure to comply with this condition automatically invalidates any booking or if discovered after occupation, the Owner (acting through the Management Company) may terminate any letting and no compensation will be paid.

### **Booking Deposit**

A non-refundable deposit of £200 / \$350 is payable at the time the booking is made. The Party Leader shall be liable for payment of the balance which may be paid at any time prior to (but no later than) eight (8) weeks before the commencement of the letting. Failure to pay the balance by the due date will cause the booking to be cancelled and the deposited forfeited. Bookings made within eight (8) weeks of the commencement of the letting must be paid for in full at the time of booking.

### **Security Deposit**

A security deposit of £300 / \$450 will also be payable when the balance is due. This may be paid by cheque / check or credit card. The security deposit will be returned to the Party Leader within twenty-eight (28) days of the completion of the letting provided the following conditions are met:

- All keys are returned to the Management Office;
- No damage or loss (within the control of the guests) has been sustained to the property;
- The property did not require excess cleaning costs as reported by the Management Company.

The Party Leader, on behalf of the guests, is liable for any damage to the property or its contents even where the cost exceeds that of the security deposit.

### **Pool heating**

Pool heating may be provided upon request at the time of booking for an additional fee per week and such charge shall be added to the balance payable. All guests should be aware that the terms "pool heat" and "pool heating" do not imply or confirm that any specific water temperature is guaranteed.

### **Cancellations**

The Party Leader shall immediately notify the Owner of any wish to cancel the booking by telephone, followed by confirmatory letter. If the Owner receives notice of cancellation more than eight (8) weeks prior to the commencement date of the letting, the deposit shall be forfeited and no further payment shall be due from the Party Leader. If the Owner receives notice of cancellation between eight (8) and four (4) weeks prior to the commencement date of the letting, the Party Leader shall be liable for fifty percent (50%) of the balance due. If the Owner receives notice of cancellation less than four (4) weeks prior to the commencement date of the letting, the Party Leader shall be liable for the total balance due. In the unlikely event that circumstances beyond the Owner's control render the premises unavailable for fulfillment of a booking, the Owner reserves the right to cancel and shall be liable to refund all monies received from the Party Leader. The Owner shall have no further liability to the Party Leader or guests in such circumstances but may request that the Management Company seek alternative accommodation for the guests. The Owner shall endeavour to ensure that all the facilities offered or advertised will be available during the letting, but no guarantee is given in this respect.

### **Obligations of Party Leader and Guests:**

The Party Leader agrees on behalf of himself and all guests:

- to pay the full cost of any breakages, losses or damage to the property (the Management Company will be the sole arbitrators on cause of damage or loss);
- to take good care of the property and leave it in a clean and tidy condition when vacating;
- to report any damage or loss immediately it is discovered to the Management Company;
- to permit the Owner or the Management Company or Agents reasonable access to the property for inspection or essential maintenance;
- not to sublet or share the property except with the guests specified booking form. (Florida State Law prohibits unauthorised subletting or sharing).

### **Check in/out**

The property is available after 4.00 p.m. on the day of arrival and must be vacated by 10.30 a.m. on the day of departure to allow sufficient time for cleaning between lettings.

### **The Rental includes:**

- accommodation for the guests specified on the booking form;
- services such as electricity, gas and water;
- local, long distance and international telephone calls;
- use of games, toys, baby equipment, DVDs, videos, SonyPlaystation 2, as located in the property. (Adults should satisfy themselves as to the suitability for use by the children involved. The Owner shall not be liable for accident or injury resulting from use or misuse of such games or equipment).

### **The Rental does not include:**

- flights;
- food, drink or other consumables;
- car hire;
- travel insurance;
- medical insurance;
- pool heating, unless included in the agreed rate;
- extra maid service other than standard service;
- additional cleaning costs (in the event the property is left excessively dirty).

### **The Pool Area**

All guests may use the swimming pool, spa and pool area but such use is at their own risk. An Information and Safety Book will be available at the property and the rules contained therein must be observed at all times. It is illegal and strictly forbidden to disable the pool area door alarms. It is the responsibility of the Party Leader or other adult guest to ensure that children are **always** supervised in and around the pool area, and inside the property. The pool will be regularly cleaned and chemically balanced. On rare occasions it may be necessary to apply extra chemicals to maintain safe and correct chemical levels. Should this occur, guests are advised to refrain from using the pool for up to twenty-four (24) hours for their own safety. The Owner shall not be liable for accident or injury sustained due to failure by any party to observe any stated or normal rules of safety.

### **Pests**

Florida's tropical climate is naturally a home to a variety of pests including insects. The property is treated on a regular basis to prevent infestation. However, pests may find their way into the property and the Owners shall not be liable for the presence of pests in the property. Pests are best eradicated using appropriate sprays. Guests are requested to close doors and use the screens provided in the pool area to minimise the chances of unwanted pests. Guests are advised to inform the Management Company of any significant pest problems.

### **Pets**

It is a condition of the letting that strictly no pets are allowed in the property. The Owner (acting through the Management Company) may terminate any letting for breach of this condition and no compensation will be paid.

### **Smoking**

It is a condition of the letting that strictly no smoking be permitted inside the property.

### **Respect for others**

The Party Leader shall ensure that the actions of any guest do not interfere with the enjoyment of others in the area. In particular, ensure that no loud music or other noise disturbance occurs between the hours of 11pm and 7.30am. In the event that any guest behaves in a way that might cause distress, danger or annoyance to other holidaymakers or residents, or causes any damage to property, the Owner (acting through the Management Company) may terminate any letting for breach of this condition and no compensation or refund will be paid.

### **Liability Disclaimer**

Neither the Owner nor the Management Company will be liable for loss or delay resulting from, but not limited to, any of the following: strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, fire, flood, technical problems with transport, weather problems affecting transport, aircraft grounding, closure of airports or ports, weather conditions, or any other event beyond the Owner's or Management Company's control.

The Owner shall not be liable 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, nor any actions taken in the vicinity of the property by any authority over whom the Owner has no control. Furthermore, it is possible that some construction work may take place in the vicinity of the property. If that is likely to cause concern to any guest, the Party Leader shall establish the extent of likely works and/or the status of the development prior to booking.

THE OWNER DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL LIABILITY FOR DEATH, INJURY, ACCIDENT, DAMAGE OR LOSS TO ANY PERSON OR PERSONAL BELONGINGS HOWEVER CAUSED, OR FOR ANY CLAIM MADE AS A RESULT OF THE BOOKING AND/OR THE SUBSEQUENT LETTING OR FOR INJURY, DAMAGE OR LOSS CAUSED BY, OR FOR ANY SUCH CLAIM BY A THIRD PARTY AS A CONSEQUENCE OF ACTIONS OF ANY GUEST DURING THE PERIOD OF THE LETTING. The Party Leader shall ensure that all guests are covered by adequate insurance to cover all risks, including but not limited to delay, accident, cancellation, loss, damage, sickness and hospital treatment.

### **Complaints**

In the unlikely event of any guest having a complaint arising from the letting, the guest or Party Leader must promptly contact the Management Company. If the Management Company cannot resolve the matter to the guest's satisfaction, then the matter should be referred to the Owner in writing within fourteen (14) days of the end of period of occupation. The Owner will not consider any matter that has not been previously reported to the Management Company as requested.