

Terms & Conditions

1. **Booking**
2. **Security Deposit**
3. **Price Guarantee**
4. **Cancellations**
5. **Responsibilities**
6. **Party Declaration**
7. **Smoking /Pets**
8. **Safety & Security**
9. **Liability Disclaimer**
10. **Rental Period**
11. **Arrivals & Departures**
12. **Insurance**
13. **General**
14. **Force Majeure**
15. **Owner Access**
16. **Brochure & Website Description**
17. **Passport, Visa & Health Requirements**
18. **Code of conduct**
19. **Termination & compensation**
20. **Law**
21. **Complaints**

1. Booking

Your completed booking form and a non-refundable deposit of £125 per week are due within 7 days of your provisional booking. If this deposit is not received within 7 days of your booking we the home owner at our own discretion can automatically cancel your booking. Each booking will be confirmed in writing by us as soon as possible after receiving the booking form and deposit (subject to clearance of a cheque) and only on receipt of this confirmation by you will the booking be treated as confirmed. Once we have confirmed the booking to you, the named person on the booking form will be responsible for the total rental price of the property, as agreed. The person who signs and sends a booking form, and receives confirmation, does so on behalf of all members of the party and binds all persons stated on the booking form as intending to occupy the premises jointly or severally (including any subsequent amendments to this list) to these booking terms and conditions set out below.

The remaining balance of the agreed rental cost must be paid twelve weeks prior to your departure. On receipt, banking and clearance of your parties' final payment, an Arrival Pack will be forwarded to you. 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.

2. Security Deposit

The client is solely responsible for any damage or breakages that may be caused to the property or any items in the inventory during your stay. We require a refundable security breakage deposit of (UK customers: £150.00, US customers: \$250.00) to be paid with your balance prior to travel (UK) or paid locally to the management company on arrival (US). This deposit will be repaid to your party by cheque as soon as the management company has reported no damage and that you have returned the keys. 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 spillages or stains or excessive use of electricity (caused by leaving external doors open with the air conditioning on). Any long-distance telephone calls may also be forfeited from the bond. 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. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.

Florida offers a tropical climate and everything that comes with it! Insects may appear without warning, especially if any opened food is left around, you need to bear this in mind for full enjoyment of your holiday. Our property is treated regularly for pest control but bugs etc may still appear. Their favourite time is May through October during the wettest and most humid season. Small problems can be treated by a can of insect killer such as 'Raid' while more serious outbreaks should be reported immediately to the local management company who will arrange for specialist pest control. Any added cost for pest control services incurred for lack of care may be passed to you.

The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge from your security deposit. You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately, and they will allow you re-entry into the house. Unfortunately you will incur a small charge for their service depending on the call out time.

3. Price guarantee

We guarantee that the price agreed will not be subject to any surcharges once you have paid a deposit and received written confirmation (unless you amend your booking subsequent to confirmation).

4. Cancellations and alterations

Cancellation by guests

Providing we receive written notice of cancellation not less than twelve 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 us, the owners. E-mail cancellations are not acceptable. The reservation deposit will be forfeited.

In the event of your party needing to cancel, the following conditions will apply to offset the discount that we will need to offer in order to rebook the property at short notice:

Dates	% Loss
More than 12 weeks	Loss of booking deposit
9 weeks - 12 weeks	50% loss of total rental fee
6 weeks - 9 weeks	75% loss of total rental fee
Less than 6 weeks	100% loss of total rental fee

The amount payable depends upon when we receive the written confirmation of cancellation. No charge will be made for pre-arranged pool heat.

Failure to pay the final balance by the due date (12 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 retain the deposit. If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.

If we are successful in re-letting the property at non-discounted prices for all of the reservation period, the full balance or the part balance of the final invoice will be refunded.

We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking to cover any losses incurred in the unlikely event that you have to cancel your booking at short notice due to events beyond your control.

Cancellation by 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 villa of a similar or superior standard.

On occasions it may be necessary to amend the arrangements you have selected and we reserve the right to do so at any time. Where such changes are considered to be a significant alteration of an essential term of your contract we undertake to advise you as soon as reasonably possible. Where major change occurs (such as a change of property) and provided it does not arise from circumstances amounting to Force Majeure (see below), you will have the choice of either accepting the alternative arrangements or once instructions have been received in writing from, you, you will receive a refund of all monies paid, less any insurance premiums.

Booking alterations

If you decide to alter any details of your booking after confirmation, subject to availability, we will seek to accommodate where possible (subject to our discretion).

5. 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. 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 take to rectify the situation.

We want our house to remain as clean and tidy for each and every visitor, so please respect our home and treat it with the care it deserves.

The villa's alarm system must be activated at all times when the villa is left unoccupied during your stay. The alarm system is monitored and should you cause a false alarm (activated either by accident or negligence) it will result in a \$100 charge will being deducted from the Villa Breakage and Damage Insurance. This charge will apply for each false alarm you cause.

6. Party Declaration

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 accommodation cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. We 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. To ensure comfort, security and peace of mind our property is fully licensed for short-term rentals in Florida. Our home is registered with the state authorities and is in full compliance with all relevant legislation. No all male parties or parties of guests who are under the age of 21 will be accepted.

7. Smoking /Pets

For the safety and comfort of all our guests smoking is not permitted within the property, however, it is permitted on the patio area. Please use the ashtrays provided. No pets are allowed.

8. 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.

9. Liability Disclaimer

We and the management company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused. The use of the accommodation and amenities, including the pool, is entirely at the user's own risk. It is your responsibility to ensure that children are supervised properly at all times, when in and around the pool and inside the villa. Glass or crockery is not permitted within the pool area, please use the plastic items provided. We and the 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. Nor can we accept responsibility for the sudden failure of villa equipment, however, we or the Management company will take immediate reasonable action to rectify any such failure upon notification by the guests.

10. Rental Period

The rental period generally consists of a Saturday-to-Saturday booking, however other periods are occasionally available (please ask for details). Stays of 5 nights or less will incur a cleaning fee of £50.

11. Arrivals & Departures

The villa is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am (prompt) on the day of departure. Vacating after 10.00am may incur a charge equivalent to one days accommodation cost unless previously agreed with us. Guests can arrange to arrive earlier or depart later if the villa is empty.

12. Insurance

It is a condition of the booking that all members of the party are covered by travel insurance that carries adequate protection to cover your losses against delays and cancellations beyond your control, and have adequate medical insurance for the USA, and for your luggage and personal belongings.

13. Force Majeure

As with any other holiday, there may be circumstances completely beyond our control and contemplation, in which the property might not be available for your booking. Such circumstances are referred to as Force Majeure. We and our agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by Force Majeure including, but not restricted to, war, civil commotion, flight delays or cancellations, closure or congestion of airports or ports technical difficulties with transportation, alteration or cancellation or schedules by carriers, terrorist activity, adverse weather conditions, natural & nuclear disaster, fire, flood, industrial dispute or any other event beyond our control. In the event of Force Majeure we will do their best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we shall not be responsible for any other costs connected with any such cancellation, howsoever arising.

14. Owner Access

We and our agents reserve the right of entry at any time during your stay (this includes such workers as pool maintenance, gardeners etc).

15. Brochure & Website description

Whilst all information supplied in the brochure/website 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 the contract. Facilities and services may be renovated or improved at any time, especially in the low season and facilities may become unavailable. Any major changes to facilities of which we are notified will be advised to you whenever possible prior to travel.

16. Passport, Visa & Health Requirements

It is the traveller's responsibility to ensure that all travel documentation is valid as airlines will not permit passengers to travel who do not have proper documentation and who cannot comply with all regulations.

Passport

A full British Citizen Passport is required by all travellers including children.

Visa

Guests travelling to the United States with a full British Citizen passport allowing right of abode in the United Kingdom and who are able to comply with the US Government immigration requirements can currently use the Visa Waiver scheme. However if you intend to leave and re-enter the US you must ensure that their visa has multiple entry status. Should you have any further questions regarding Visas for the USA please contact the United States Visa unit on 0171 499 6815.

Health Requirements

There are currently no vaccinations required for entry into the USA.

17. Code of conduct

The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or residents of the Tuscan Hills community. Please do not play loud music or engage in any activity that may cause inconvenience to your neighbours, particularly 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 or community residents or damage to any property, we or our management company reserve the right to terminate your rental agreement immediately and forthwith. We or 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.

18. General

The swimming pool is cleaned on a regular basis usually between rentals or during if required. Heating is recommended for any stay between November and April. We cannot guarantee the temperature of the pool as this will vary according to several factors, the main one being prevailing weather conditions.

The villa has telephones from which local and long distance, direct dialled, domestic outgoing calls can be made to the following territories for free: United States, Canada and Puerto Rico. The villa's telephone number will be provided to you prior to your departure. Premium rate numbers, reverse charge calls and third party billing calls are blocked with our local telephone supplier. International calls direct from the villa are also blocked, however, we agree to provide a calling card, or the relevant pin code details, allowing unlimited international calls from our villa phone. The guest agrees that the calling card will not be activated until the date of arrival at the villa. Each card will expire after seven days and where a guest is staying more than one week the next card must not be activated until the first has fully expired. Calls to certain numbers including international mobiles/cell-phones, international caller-paid information services and possibly international toll free numbers are disallowed with this phone card and connection will be barred. This offer is subject to international calling card availability.

High-speed wireless internet service and use of a computer are provided free of charge. When using the computer or accessing the internet, you or your party will not:

- Commit or encourage a criminal offence
- Send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights
- Do anything which is contrary to the acceptable use policies of any connected networks and Internet standards
- Insert or knowingly or recklessly transmit or distribute a virus

The owners will not accept liability for the reliability of or disruption to the wireless signal and hence internet access, thus we can in no way be held liable for any inconvenience caused to communication or work related matters that could arise as a result.

In the unfortunate circumstance where there is a breakdown of an appliance, repair time will be dependant on the service contractor. The owners can not be held responsible for these delays and no monies will be refunded for loss of service.

The owners will not accept liability for loss of main services, such as but not limited to electricity or water supplies.

19. Termination & compensation

You and your party must behave reasonably while staying at our villa. We reserve the right, at our reasonable discretion, to terminate the booking of persons who indulge in serious misconduct. If we do so, we will have no further responsibility or liability to you. If you or any member of your party wilfully, recklessly or negligently damages our property, you agree to compensate us for any loss we may suffer, including legal costs.

Failure to observe these terms & conditions will be considered unacceptable behaviour and we reserve the right to carry out the action detailed above.

20. 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.

21. 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 in writing within 14 days of your departure from our villa. However, if the problem has not been reported to the management company then we cannot accept any responsibility as we have been deprived of the opportunity to investigate and rectify the problems.

**If you wish to discuss any of these terms and conditions, please telephone:
0113 231 9251 or 07779 796455.**

All cheques to be made payable to Mr & Mrs C Dempster and forwarded to:

**2 Stradbroke Way
Wortley
Leeds
LS12 4NB**