

FunInAFloridaVilla.com

Terms and Conditions of Rental

Bookings

- The signing of the Booking Form by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person booking and the persons listed on the booking form intending to occupy the premises, (or any subsequent amendments made and approved to this list).
- No all-male parties or parties of guests who are under the age of 21 will be accepted.
- No pets allowed.
- For the comfort of guests our home is a non-smoking villa, however smoking is permitted on the patio area. Please use the ashtrays provided.
- To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

Telephone Calls

- All local calls are free.
- All international calls to the UK are free for the first 15 minutes of each call
- Free call time excludes calls to UK mobile numbers, premium numbers and operator assisted calls.
- All other calls charged as taken.
- All charges will be deducted from your security deposit if you exceed your free 15 minutes daily allowance.

Rental Period

- The rental period generally consists of a Saturday to Saturday booking, however other periods are occasionally available (please ask for details). Mid-week bookings may incur a 10% surcharge.
- Stays of 5 nights or less will incur a cleaning fee of £50 sterling or \$85 USD.
- 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 leave later if the villa is empty and agreed with the owner.

Payments

- A non-refundable deposit of £150 sterling or \$250 USD per week is due within 7 days of your provisional booking, to be sent with the completed Booking Form.
- Please note that if you cancel your booking you will lose your deposit.
- On receipt of your deposit we will bank your cheque and wait for clearance, following which we will send you confirmation of your booking.
- Payment of the balance is due Eight weeks prior to your arrival date.

Visit our website at <http://www.funinafloridavilla.com>

Feel free to contact the owners (Michael Collinson) in the UK:

E-mail mpc131175@aol.com

Telephone **01254 662114 / 07949 101467**

- A £150 sterling or \$300 USD refundable security/breakage deposit is due in full Eight weeks prior to the arrival date. Upon receipt, banking and clearance of your parties final payment, we will send out your arrival pack.
- Please note we are unable to accept credit or debit card payments, as surcharges levied by credit card companies would only increase our costs to you, our guests.

Security Deposit

- The villa has a keyless entry system on the front door. In the event of any issues with the system, there is a backup key provided in a security box. This 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 of \$250 from your security deposit.
- You will be provided with 1 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 (\$25 in office hours, \$100 out of office hours).
- The client is held solely responsible for any damage or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay.
- The refundable security/breakage deposit of £150 sterling or \$300 USD will be repaid to your party by cheque, within 35 days of your departure, providing the local management have reported no breakages and you have returned the key as requested. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc
- We reserve the right to retain the security deposit (either in part or full) to cover breakages, misuse of the phone, damage or non-return of the key. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- Misuse of the phone includes but is not limited to - calls to mobile numbers, reversed charges and operator assisted calls.
- 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. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.
- Trash Collection - please refer to the home owners manual when you arrive at the villa to determine which days your trash is to be left out for collection. Trash put out before the collection days is likely to result in the home owner being fined, which will be deducted from your security deposit.

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Cancellation by Guests

- In the event of your party needing to cancel, the following conditions will apply.
 - Cancellation notice 8 – 5 weeks prior to arrival date = Loss of 50% of total charge (not including the security deposit)
 - Cancellation notice less than 5 weeks prior to arrival date = 100% of the total charge (not including the security deposit)
- Failure to pay the final balance by the due date (Eight weeks prior to arrival) may result in loss of the booking and deposit.
- If we do not receive the payment we will endeavor 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.
- We recommend that all guests take out 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 the management company will always seek to relocate your booking to a villa of a similar or superior standard.

Pool & Spa Heating / Condition of Pool

- Prior to your arrival, you may have arranged to have the pool heated for your stay. If so, we are delighted to say the pool heater is 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 they 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.
- 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.

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- 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.
- 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. We and our 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.
- Note – The home has a child safety fence.
- According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5000 fine or one (1) year in jail. We will charge a minimum fee of \$75.00 per alarm for its repair/replacement and will be deducted from your security bond. Please do not tamper with the pool alarms.

Insurance

- Clients are recommended to take out adequate holiday insurance to cover eventualities such as cancellation, accident, sickness and damage. British subjects require a full 10 year passport, valid for a period of at least 6 months beyond the holiday return date. In addition it is now mandatory to obtain an ESTA for entry into the United States. This is the responsibility of the Guests and must be applied for in advance of travel. Please see the following website for further details - <https://esta.cbp.dhs.gov/esta/>

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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 of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

Safety and 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 swimming pool and spa is used entirely at the guests own risk No diving is allowed and children must be supervised AT ALL TIMES whilst in the pool area.
- Glass is not permitted in the pool area at any time. Plastic glasses are provided.

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 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.

Disclaimer

- Liability - The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.
- The owners and their agents reserve the right of entry at any time. This includes workers, such as pool maintenance, gardeners etc.

Brochure / Information Pack

- Whilst all information supplied 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 part of any contract.

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.

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