

Terms & Conditions of Rental for Home Terrace TERMS AND CONDITIONS
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## **1. BOOKING**

The Booking Form must be completed and signed by the party leader (hereafter called the Guest(s)), who must be over 18 years of age. The signing of the booking form shall be deemed to constitute the acceptance of the Booking and Payment Procedure plus Terms & Conditions by the Guest and shall be a warranty by the person so signing that they have the authority to act on behalf of the persons named on the booking form including any substitutions or additions by any subsequent agreed amendments to the booking.

The procedures and conditions will still apply even if for any reason the booking form has not been completed by the client, e.g. in the case of a late booking requested by telephone which necessitates immediate commitment.

The booking is not accepted until the completed and signed Booking Form together with the appropriate deposit has been received and the Acknowledgement/Receipt has been issued. If the booking is not accepted for any reason the deposit will be refunded in full. Amendments to, or cancellation of a booking by the Guest will be subject to the provisions of sections 6 and 8 of these terms and conditions.

The accommodation cannot be shared, assigned or sublet and only the persons shown on the booking form are permitted to stay in the property. Persons/children under the age of 18 years are not acceptable unless accompanied by parents or an adult.

No pets permitted

## **2. PAYMENT**

Deposits and Payments are to be made in accordance with the Booking & Payment Procedure. Failure to comply with the payment procedure will be deemed to be a cancellation by the Guest and will be subject to the cancellation charges as detailed in Section 8.

## **3. THE RENTAL PERIOD**

Reservations normally run Saturday to Saturday and are for a minimum of 7 nights.

The Condominium is available for occupation from 4.00 p.m. (local time) on the day of arrival until 10.00 a.m. (local time) on the day of departure. Vacating after 10.00 a.m. may incur charges equivalent to one day's accommodation cost.

## **4. RENTAL CHARGES**

The Condominium rental charges and the items included are as detailed under "Weekly Rental Charges".

## **5. PRICE GUARANTEE**

The rental price for the Condominium is fully guaranteed when the deposit has been paid and the acknowledgement / receipt has been issued.

## **6. AMENDMENTS**

The effective date of any amendment is the date on which details of the proposed amendment are received in writing. Whenever possible, any amendment to the booking requested after the booking has been confirmed, will be accommodated. Dependant on the nature of the amendment additional costs may be incurred.

## **7. THE SECURITY BOND**

The Guest is solely responsible for any damages or breakages that may be caused to the property or to its contents and also for any loss of items in the inventory during their stay. Therefore a £200.00/\$350 refundable security bond payable with the final balance, will be held against such an eventuality. The Condominium is inspected both before and at the end of each occupation and upon confirmation that all is in order, this deposit will be refunded in full. Since it is not possible to check the accommodation before departure. the security bond will be reimbursed as soon as possible after the Guest has returned. Charges for damages / losses or any maintenance / repairs to the Condominium, equipment, amenities or fixtures necessitated by misuse will be at the discretion of THE OWNERS and will be deducted from the Security Bond. In the event of any damage / loss which is assessed to be in excess of the Security Bond, the Guest will be held responsible for full reimbursement of the outstanding amount within fourteen days of notice of such costs. It is important that the property be left clean and tidy at the end of the rental period.

## **8. CANCELLATION BY CLIENT**

Any cancellation by the Guest must be notified in writing directly to THE OWNERS. Cancellation by telephone will not be accepted. In the event of cancellation by the client, the following charges will apply :-

### **PERIOD BEFORE DEPARTURE CANCELLATION CHARGE**

More than 10 weeks Deposit

Less than 10 weeks 100% of all costs (i.e. no reimbursement)

Note: All Guests are strongly advised to have adequate travel / holiday / medical insurance in force for all members

of the party and for the entire period of rental. (Travel insurance may cover the cost of cancellation for

reasons beyond your control).

## **9. CANCELLATION BY HOME OWNER**

In the unlikely event that circumstances beyond our control, necessitate cancellation of the booking, we will refund any monies paid by the party leader (without interest, compensation or consequential loss of any kind).

## **10. INTERNATIONAL TRAVEL REQUIREMENTS**

Guests are personally responsible for the provision of international travel / health documentation. Cancellation caused by Guests due to incorrect documentation will be charged the relevant cancellation fees.

## **11. FORCE MAJEURE**

THE OWNERS and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control.

## **12. COMPLAINTS**

In the unlikely event a problem should arise whilst on holiday relating to the Villa, the Guest should immediately contact our Management Company (their details will be supplied prior to your departure & are also to be found in Welcome Book, which is to be found in the Condominium).

The Management Company will seek to resolve matters speedily.

## **13. BROCHURE DESCRIPTION**

Whilst all information supplied in the brochure is deemed to be correct and to the best of our knowledge, it is understood that the information supplied is for guidance purposes only, could change from time to time, and does not form part of any contract.

## **14. LIMITATION OF LIABILITY**

Although every effort is made to ensure that the Condominium is in perfect condition, and as described in the literature supplied, it is a condition of acceptance of the Terms & Conditions that the Guest understands this information is as supplied at the time of writing and is subject to change without notice. It should be pointed out that as many communities still have ongoing building & construction work in progress, over which we have no control whatsoever, THE OWNERS and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made to

any Guest in respect of any disturbance, annoyance, inconvenience or any other problems that may be caused or created by or in response to any such building or construction work being carried out within the community. Guests specifically requiring information regarding building or construction work affecting the Condominium should request this information before booking.

THE OWNERS cannot accept responsibility for third party claims, accidents, damage to, or loss of property, or for any expenses incurred for any reason, including changes caused by Force Majeure, regardless of howsoever they may have occurred, nor can liability be accepted for injury as a result of the use of the pool or, any other Resort facility, howsoever caused. Guests are specifically advised not to allow unsupervised children to use the pool. Please note Glass is NOT permitted in the pool area.

#### **14a. Pest Control**

Florida is a sub tropical climate and although our condominium and common areas are treated on a regular basis for pests, care must be taken when food is left uncovered, apart from spoiling and contaminating areas, it can attract insects very quickly. Any added costs for pest control services incurred from lack of care during your visit, may be passed on to you.

#### **15. POOL HEATING**

As this is a community pool the heating of and management of is out with the control of the individual Condominium owners

#### **16. NON-SMOKING POLICY**

It is the standard policy of THE OWNERS that the property is deemed as Non-Smoking. Therefore All Guests are required not to smoke whilst in the Condominium. Smoking is permitted in the pool area. Any extra cleaning or damage, howsoever caused through Guests not abiding by this Non-Smoking Policy, will be dealt with by the deduction of such costs as required by THE OWNERS from their security deposit, according to the Security Bond Procedure (see item 7 THE SECURITY BOND).

#### **17. GUEST RESPONSIBILITIES**

It is the responsibility of each and every Guest to read and understand the Welcome Book in the Condominium, and to ensure that all the Condominium and communal rules are adhered to. The party leader is responsible for the actions of all the Guests in their party. Failure to abide by any of these rules could result in deductions being applied to your Security Deposit. The Condominium will be professionally cleaned prior to Guests arrival and again after the Guests departure but it remains the responsibility of the Guest to ensure the Condominium is left in an orderly state. Kitchen utensils should be cleaned before leaving. The Management Company will charge for any extra cleaning and this will be deducted for the Guest's Security Deposit.

## **18. THE OWNERS RESPONSIBILITIES**

It is a requirement of booking that Guests understand THE OWNERS responsibility is to ensure that the Condominium is available for the Guest for the times requested and that it has been prepared in readiness for the Guest's arrival. In the unlikely event of there being a problem with the Condominium, its contents, running or operation, including any community problems, the Guest MUST contact the Management Company in Florida, (details will be supplied prior to departure). The Management Company are the only people able to resolve any problems regarding the Condominium during the rental period. Any and all problems must be reported to the Management Company including damage or breakages caused by the Guests. THE OWNERS will not enter into discussion relating to problems with the Condominium that have not previously been reported to the Management Company in Florida.

## **19. LAW**

This contract is subject to and shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of English Courts.