

## **Signature Florida Villa - Terms & Conditions of Rental**

### **Bookings**

Bookings from single sex groups not accepted - i.e. Stag/Bachelor & Hen/Bachelorette parties. A non-refundable deposit of 25% of total rental cost or £250 / \$400 (whichever is greater) which should be sent to the owner within 5 working days of the date of initial booking confirmation. Failure to pay the deposit within this period (without prior consent from the owner) will result in your booking being cancelled. The balance of the cost must be paid no later than 10 weeks prior to departure. If the booking is made within 10 weeks of departure, then full payment must be made at the time of booking.

The person who completes the Booking certifies that he or she is authorised to agree the booking conditions on behalf of all persons included in the booking process, including those added or substituted at a later date. The client must notify the owner of any such changes immediately they are known as Florida State Law prohibits subletting, sharing or assigning. Therefore, only the persons named on the booking form are allowed to stay in the villa. The Management Company on arrival will verify the persons occupying the villa. The number of occupants must not exceed 10 persons.

Booking of the villa infers agreement with the booking terms and conditions even if a hardcopy of the booking form has not been sent.

### **Amendments**

Alterations/amendments after the booking has been confirmed can be made at the owner's discretion.

### **Security Deposit**

A conditional refundable security deposit of £250 (\$400) will be charged with the final balance to cover any breakage or damage whilst staying in the villa. The client is solely responsible for any damages or breakages that may be caused to the villa or its contents. All or part of the security deposit may be retained by them to cover excess cleaning costs, replacement or repairs to the villa or its contents, excessive utility bills i.e. external doors being left open whilst the air-conditioning is on. Any defects found on arrival must be notified to the Management Company within 24 hours of arrival or you may be held liable.

THE SECURITY DEPOSIT IS REFUNDED WITHIN 28 DAYS OF DEPARTURE FROM THE VILLA, SUBJECT TO ANY DAMAGE OR MISSING ITEMS.

### **Cancellation**

By client - Any cancellation by the client must be notified in writing to the owner. The following charges will apply:

- More than 10 weeks - Deposit only
- 70 - 56 days - 50% of rental charge
- 56 days or less - 100% of rental charge

By owner - The owner reserves the right to cancel the booking if the balance payable is not received 10 weeks prior to departure. If through circumstances beyond the

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owner's control it is necessary to cancel the rental agreement, the owner will refund any monies paid by the client, without interest or further compensation.

Arrival/Departure

Reservations are for a minimum of 7 nights (other than by prior arrangement). The villa is available after 4:00PM (local time) on the day of arrival and must be vacated by 10:00AM on the day of departure.

The villa rental is only for the dates and times agreed to in the rental contract. Any attempt to enter the villa before the agreed upon time is not acceptable and any violation will result in you being charged double the daily rate for each day (or portion of a day) that the villa is occupied outside the agreed rental dates and times. Deductions will automatically be made from your security deposit.

### **Price Guarantee**

The prices quoted are subject to change. However, the rental price for the villa is fully guaranteed once the deposit has been paid and the acknowledgement/receipt has been issued by the owner.

In the situation of a booking being made in a particular currency and the owner rightfully acknowledges the booking in another currency at the current exchange rate at that time (i.e. booking made in GBP and US Owner converts to US Dollars) - the owner may then specify the balance amount (where applicable) payable at a later date in the currency of their choice - the acknowledged amount in the currency specified stands regardless of subsequent fluctuations in currency exchange rates.

Website Description

The website is a guide to the quality and description of the villa only and does not form part of any contract. The owner or their Management Company reserve the right to make any modifications deemed necessary. In the event that unintentional errors, mistakes or omissions occur we cannot accept any liability for these details.

### **Liability**

No liability is accepted by the owner or their Management Company whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the villa or pool. This waiver extends to people visiting the villa as guest of the client(s).

The owners or agents will not be liable for loss or delay occasioned by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, hurricane, tornado, technical/weather, problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner's or agent's control.

The villa is situated on a community, which consists of both residential and vacation homes. The owner or their Management Company cannot be held responsible for any ongoing construction or alterations to existing villas or any noise on or around the community.

IT IS STRONGLY RECOMMENDED THAT CLIENTS TAKE OUT ADEQUATE HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES, WHICH MAY OCCUR.

It is the responsibility of the client to ensure that all those travelling in the party have complied fully with all passport AND visa requirement in place at the time of travel

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(Children including infants have to have their own passports). Any failure in this respect may result in your travel arrangements being amended and/or curtailed with consequential losses in respect of your villa booking. In such circumstances no liability attaches itself to the owner.

### **Force Majeure**

The owner or their Management Company do not accept any liability whatsoever and no compensation or other payment will be made for loss, damage or injury caused by Force Majeure (e.g. war, strikes, adverse weather, disasters, transportation or other events beyond the owner's control).

### **Alarm Systems**

Where an alarm system is fitted to a villa you are required to set it whenever you leave the villa unoccupied (i.e. visiting the parks, vacating the villa etc). Please familiarise yourself with its use as soon as possible - if in doubt, contact the management company. Failure to comply with this condition will result in you potentially being held liable by the owner for any losses & damages incurred to the owners' property in the event of a break-in by an unauthorised person or persons. The alarm system also serves to protect your own possessions as well - so use it. In the unlikely event that there is a break-in and you have incurred a loss, the owner is not held liable for this and if you decide to move out, the owner is not required to refund any rental monies or additional expenses you may incur as a result of your decision to vacate the property.

### **Swimming Pool Area**

Use of the swimming pool is at the client's own risk. Guests are specifically advised not to allow unsupervised children near the pool. No diving is allowed. No glass of any kind is allowed in the pool area.

If pool heating is required, this should be requested at the time of booking. An additional charge will be levied (see rates tables on villa listings) and must be paid for when settling the final balance. If not initially requested but subsequently heating is required, the Management Company may levy an additional local daily fee to cover their call-out. The maximum legally permitted temperature owners are allowed to heat the pool water is 86°F (30°C) - please do not request anything higher.

Please be aware that it is not possible to guarantee the temperature of the pool, which is partially dependant on the local weather conditions. If the outside air temperature drops below 55°F (13°C) the owner cannot guarantee that they can maintain the pool temperature at a comfortable temperature. Please always use the insulating pool blanket (when provided in colder months) to help to maintain the pool heat when the pool is not in use. Failure to use the pool blanket will result in excessive electricity charges, which may be deducted from your security deposit. Tampering with any of the pool equipment and controls is strictly forbidden. Overriding the pool heat controls to heat the pool when it has not been paid for is considered as theft and will be reported immediately to the Sherriff's Department. In addition, failure to comply with the above will result in immediate eviction from the property with full loss of all monies paid and security deposit.

### **Use of Utilities**

Normal usage of gas, water, telephone, Internet & electricity is included in the rental price. You will be subject to the full costs of any additional charges if utility and/or

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telephone bills for the period of your stay are in excess of 10% above normal usage. Cable TV is provided and is included in the rental price.

### **Loss, Damage & Condition of the Property**

The owner's management company will advise the owner of any loss or damage to the villa following your departure. They will also provide a full report on the general condition/cleanliness of the property. Guests are expected to leave the home in a reasonable and tidy condition. The owner will seek fully reimbursement from the lead guest for any loss or damage incurring during the duration of their stay. The owner will seek fully reimbursement from the lead renter for any additional cleaning costs above the normal as a result of their stay. Any loss, damage or cleaning fees costing in excess of the security deposit amount will be fully reimbursed by the lead guest within one week (7 days) of departure. Guests are required to remove their trash/rubbish from the villa. Failure to comply will result in a minimum charge of \$75.

### **Smoking Policy**

For the comfort and safety of our guests, smoking is not permitted anywhere in the home. However, guests may smoke in the pool area and surrounding gardens. Resin ashtrays are provided for guests use.

If guests are found to have smoked inside the villa, the full security deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc. We reserve the right to pursue the least guest for any additional charges as a result of having to relocate future guests whilst the villa is being cleaned and fumigated.

### **Insects & Pests**

Insects and pests are inevitably present in the Florida's tropical climate. Within reason, this is normal and the owner cannot take action to totally eradicate the problem but only control it. All properties receive periodic pest control treatment. Only when, in the owners' reasonable opinion, pests in the living accommodation become a serious nuisance will further action be taken. Please contact the management company ASAP if you experience a problem with insects or pests and they will act accordingly. Failure to report a problem immediately cannot be deemed an excuse by the renter to claim compensation.

### **Other Conditions**

Animals and Pets are not permitted in the home. This condition is strictly enforced. Failure to comply will result in you being asked to leave the villa without any compensation and the full security deposit will be forfeited to cover the costs of professional cleaning the carpets and furnishings etc.

### **Resort Facilities**

Use of resort facilities outside of the rented property are strictly at the renters and renters family/group own personal risk - for your own personal security and safety, you are required to follow all safety notices and restrictions posted around the resort. The owner of the rented property cannot be held legally responsible for any loss or injury sustained whilst on or off the resort.