

VILLA ARABELLA

Terms and Conditions

Booking

The sending of deposit and booking form confirms the acceptance of the terms and conditions set out below and shall be binding on the persons intending to occupy the premises whether or not such persons have signed the booking form. Each booking form will be confirmed as soon as reasonably possible after receipt of the signed booking form and appropriate deposit.

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 are not acceptable unless accompanied by parents or an adult. No pets permitted. No smoking is permitted inside the property.

Reservation Deposit and Payment of Balance

The non-refundable deposit of £100.00/\$250.00 is payable with the completed booking form.

The full balance is payable no later than 8 weeks prior to the date of departure, the owner reserving the right to cancel if the balance of the sum remains unpaid 6 weeks prior to the date of departure. All telephone bookings are provisional and will be cancelled if the deposit is not received within 7 (seven) days, 10 (ten) days if from countries other than the UK.

Security Deposit

In addition to the rental charge a security deposit of £150/\$250 per booking is payable to cover breakages or damage to the premises and or contents and/or excessive cleaning costs other than those normally incurred in connection with the occupation of the premises. This deposit is refundable, subject to deductions to cover the expenses mentioned above. It is very rare to withhold any deposit unless there has been significant damage. Deposits will be refunded within 21 days of vacating the villa provided there are no causes for deductions.

In the event of any damage/loss which is assessed to be in excess of the security bond, the client will be held responsible for full reimbursement of the outstanding amount within fourteen days.

It is important that the property be left clean and tidy at the end of the rental period.

Tampering with any of the swimming pool controls will NOT be tolerated.

If any of the controls are found to have been tampered with, the full security deposit may be withheld. This includes illegal tampering with the pool door/window alarms.

Similarly – this is a NO SMOKING villa. If evidence of smoking within the villa or pool area is found, then the security deposit will be withheld.

Swimming Pool Heater

If the pool heating system is paid for by the client, then the Owner expects the client to cover the pool when not in use with the heat blanket provided. This prevents undue heat loss from the pool, especially at night. The pool heat charges reflect the anticipated use of this blanket and a roller storage system is provided to facilitate this. If it becomes evident that the blanket is not being used, an extra charge will be levied for the pool heater. This will be deducted from the security deposit if necessary.

Cancellations

If clients should cancel, or the owner cancels the arrangements due to client failure to pay the balance within the time allowed before departure, a cancellation charge will be levied based on the following:

Period Before Departure Date	Deposit
Sixty (60) to Ninety (90) days	50% of Villa Rental
Within Sixty (60) days	100% of Villa Rental

Any monies due under the above terms must be paid with the cancellation notification; otherwise the FULL amount of the villa rental will become due.

In the very unlikely event a cancellation is made by the owner for any reasons other than above, a full refund of any monies paid will be made by the owner, including deposit. This amounts to the full liability of the owner.

Any cancellation must be sent in writing by **registered post or recorded delivery**, by the person who signed the booking form. **Acceptance of the cancellation must be confirmed by us.** The date of cancellation is at the date the registered post or recorded delivery is signed for at the owners address.

In the event of dispute, details of the registered/recorded delivery will be required, along with insurance details.

We strongly recommend you do take out insurance at the time of booking which will cover any genuine reasons for cancellation.

The owner accepts no responsibility or liability whatsoever for any loss or damage or alteration to the terms of the booking caused by events beyond the Owners' control including, (but without prejudice to the generality of the foregoing), war, civil commotion, flight delays or cancellations, adverse weather conditions, fire, flood or industrial dispute.

We must also add that any damage caused directly by Hurricanes or wind damage will be attended to as soon as practically possible – but no relocation or refunds will be given as this is beyond our control. We suffered very little damage during the 2004 season but lost power for a short period.

Complaints

Should a problem arise relating to the premises the Client should contact the Owner's representative, local (Florida) management company. Details are enclosed in the House Manual which will be found on arrival at the premises. In most cases problems can be resolved if this procedure is followed.

Availability

The premises will be available for occupation from 4:00 pm on the first day of the rental period and must be vacated by 12:00 am on the day of departure.

Late check out may be arranged at a fee of £60.00/\$100.00, dependant on next day booking

We reserve the right to gain access to the property at any time for maintenance or emergencies.

Liability

The Owner of the premises accepts no responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects howsoever caused. Guests are specifically requested not to allow unsupervised children in or around the pool.

NB: NO DIVING IN AND AROUND THE SWIMMING POOL. Also – please do not use any glasses around the pool. Plastic glasses are provided for the pool area.

We are obliged to point out that it is Florida law that alarms are fitted to the rear windows/doors that lead to the swimming pool area. DO NOT TAMPER WITH THESE ALARMS. You can be fined/imprisoned for misuse. If they malfunction during your stay contact the management company immediately.

The owner does not accept any liability for slips of falls howsoever caused in or around the villa.

The owner accepts no responsibility for any security on the premises, a safe is available for guest use, codes will be provided on request.

Brochure & Web site Description

All brochure descriptions made on the web site are made in good faith and every care taken to ensure their accuracy, but no liability will be accepted in the events of any error.

The Accommodation

The accommodation booked can not be sublet, shared or assigned. Only the persons shown on the Booking Form are permitted to stay in the property booked. Pets are not permitted. For safety reasons and out of consideration for future guests please refrain from smoking inside the villa/pool area.

Clients

Clients are advised:

- To take out appropriate Holiday Insurance.
- To read the House Manual on their arrival at the villa.
- That the American sewage plumbing system to the property is only half the size of the UK's system.

Therefore clients must be very careful as to what they flush down the toilets.

Telephone

The telephone is available for guests to use. Local calls can be made for no cost.

We strongly recommend the use of pre paid phone cards which are available in most stores.

We currently have broadband internet access available on the line.

Neighbours

The villa is located in a private gated community. It is not a holiday estate and it is in a secure location. Please be respectful of others around you.

Bookings

- All bookings made less than 60 days before departure are payable in full and all booking conditions applied.
- Single sex groups may not be accepted, full details to be given at the time of booking.

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Signing and returning the booking form accepts these terms and conditions

Take good care of our home and we'll take good care of you!!
