

Terms and Conditions

TERMS & CONDITIONS

The returning of the on-line booking form confirms your acceptance of the terms and conditions set out below and as may from time to time be changed and shall be binding on all persons stated on the booking form. Each booking will be confirmed by the owner, as soon as possible after receiving the booking form and deposit and only on receipt of this confirmation by you will the booking be treated as confirmed. Once the owners have confirmed the booking to you and you have paid a deposit, the named person on the booking form will be responsible for the total rental price of the property, as agreed on the confirmation. The remaining balance of the agreed rental cost must be paid 8 weeks prior to your arrival . 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 and cancellation penalties will apply.

DEPOSIT

A deposit of £100 per week or 10% of the agreed rental amount, whichever is greater, is required to confirm the booking. The deposit is non refundable. The deposit and final payment can be made by check, bank draft or PAYPAL (a 3% surcharge will be made for paypal/ credit card payments) US customers by prior arrangement may pay by US cheque directly into our bank a/c 10 weeks prior to arrival; Alternatively our management company can take a credit card payment by phone.

ACCIDENTAL DAMAGE WAIVER /REFUNDABLE DAMAGE DEPOSIT

The non refundable fee covers clients against damage to the home. The fee must be paid on registration with Contempo Florida holidays as follows

- Up to 28 nights \$55 * 28 nights or more \$100

For a once only payment shown above, Contempo Florida Holidays will waive all liability up to \$1000 for inadvertent damages or breakages to this home. This will typically include but not limited to, breakages to crockery and glasses, furniture and lamps, removable stains on carpets, blocked toilets and waste disposals.

Exclusions include, intentional acts, misuse of or tampering with pool equipment, air conditioning unit, gross negligence and /or willful and wanton conduct.

** a valid credit card must be provided in addition to the refundable fee**

Alternatively the management company can take a \$500 security deposit paid by a major credit card or the equivalent in cash as a refundable damage deposit. This credit card deposit will be refunded within one week of departure , net of any excess cleaning costs, replacement of lost keys or repairs to any damage to the property or its contents. Please note damages are not limited to the security deposit amount.

Excessive use of electricity (caused by leaving external doors open with the air conditioning on) the named person on the booking form will be held responsible for all additional costs which exceed the security deposit.

Please report any breakage, however minor, to the managers so that the villa can be left in perfect condition for the next guest.

CANCELLATIONS

Providing the owners receive written notice of cancellation not less than 8 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 the owner. Email cancellations are not acceptable. The reservation deposit will be forfeited.

6-8 weeks prior to arrival- 50% of rental charge (minus deposit).

4-6 weeks prior to arrival- 75% of rental charge (minus deposit).

4 weeks or less prior to arrival - 100% of rental charge (minus deposit).

The owners reserve the right to cancel any bookings providing written notice is given and any balance paid refunded. In the unlikely event that circumstances beyond our control, necessitate cancellation of the booking, we will refund any monies paid to the party leader. (Without interest, compensation or consequential loss of any kind).

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 whenever the property is unoccupied. 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 taken to rectify the situation.

MAXIMUM OCCUPANCY

The maximum capacity that our villa is licensed for is 8. 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 accommodations cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. No pets are permitted. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adults. The property is fully licensed for short-term rentals in Florida. The owners 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.

In accordance with Calabay Parc homeowners association rules, no truck or van, boat or trailer or recreational vehicle shall be parked stored or kept on any portion of the property or elsewhere on the community or on any grass verges.

The connection of the villas utility supplies to any external vehicle/ appliance is strictly prohibited.

The owners or their management company will not be liable for any costs you will incur nor shall we pay any compensation nor make any refunds.

SMOKING / PETS

For the safety and comfort of all our guests smoking is not permitted within the property. No pets are allowed. If this is not adhered to, a \$500 charge will apply for additional costs to clean the home.

POOL & POOL HEAT

The pool is regularly inspected, cleaned and maintained but may be affected by dust, dirt or insects, particularly during or after bad weather.

The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to refrain from using the pool for a period specified by the pool cleaning company for safety reasons.

The pool is fitted with an gas heater. Pool heat can be requested when booking and paid for with the balance payment. If you do not pre book pool heat remember when you ask the Management Company to turn it on, it will take up to 48 hours to come up to temperature. We also ask that the pool be covered using the pool blanket at night time in order to preserve the pool heat at the correct temperature.

Experience has shown that pool heat is usually desirable in Nov, Dec, Jan, Feb & Mar. If you wish to have a very "comfortable" swim we would recommend you have it ON in Oct and April.

However, when the outside temperature drops below 55F the heater will automatically switch itself off to prevent overheating through constant use. As soon as the temperature rises above 55F the heater will resume. This does mean that the pool may not be as warm as usual. As this is completely beyond our control and the pool mechanism is working to constantly check the outside temperature, a refund will not be given in these circumstances.

The pool heating will only heat the Pool to a maximum temperature of 15F above the ambient air temperature. For example, if the air temperature is 65F, the pool will heat to 80F, The pool heating is set to run at a maximum of 86F, or the pool chemicals will not operate correctly.

Swimming pools can be a source of danger, particularly for young children. Please ensure that they are supervised at all times. The owners will not be held liable for any resulting injury or death.

LIABILITY

The owners and the management company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of all accommodations and amenities including the pool is entirely at the user's own risk. Children must be supervised by responsible adults at all times when using the pool. Glass or crockery is not permitted within the pool area. The owners or 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. The owners and the Management Company cannot accept responsibility for the sudden failure of villa equipment but will take immediate reasonable action to rectify any such failure upon notification by the guests. If

the pool heater cannot reach optimum temperature due to adverse cold weather conditions the owners or the management company cannot accept liability.

ARRIVAL & DEPARTURE

Check in: The villa will be available for occupancy from 4.00pm on the date of arrival .

It is a requirement of Florida law that guests check in at the mgt company offices (on HWY 27 toward the I-4) within 24 hours of arrival.

The villa is fitted with a number operated front door and you will receive your own specific code the week before you travel.

Check Out: You are required to vacate the property by 10 a.m. in order to allow it to be thoroughly cleaned for the next guests

INSURANCE

It is a condition of the booking that all members of the Party are covered by travel insurance which carries adequate protection against delays and cancellations, and has adequate medical insurance for the USA, and for your luggage and personal belongings.

FORCE MAJEURE

The owner or the management company 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.

OWNERS ACCESS

The owners or their management company shall be allowed access at any reasonable time during your stay.

USE OF OUTSIDE GRILL

We have a grill available for you , DO NOT remove from where it is and bring into the pool area, we are NOT responsible for the gas, if you run out it can be purchased from either Lowes or Wal-Mart, simply disconnect the bottle and replace it, this should cost around \$25 to do. Please leave the grill clean for the next guest or you will be charged to clean it.

TRASH

Trash days are Thursdays each week, please put the trash out on Thursday morning and get bins in on Thursday night once they have been cleared and put back into the garage / games room we get fined if the bins are out too soon and late getting them back in.

PEST AND PESTS CONTROL

Due to the tropical climate of Florida, pests are common place and we cannot be held responsible for an outbreak of them. Our villa and property grounds are treated on a regular basis by a pest control company. If however, an outbreak of ants or insects, rodents, amphibians or anything of the like kind happens during your stay you must contact the management company immediately to rectify the problem. No responsibility will be taken by the owners or their agents for actions not reported within 24 hours.

ADDITIONAL FACILITIES

A travel cot and highchair are provided free of charge. The owners accept no responsibility or liability for the use of these items and guests should check their suitability before use. Furnishings and facilities are subject to change without notice.

CODE OF CONDUCT

Calabay Parc is a residential community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of Calabay Parc. Please do not make excessive noise, play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.00pm or before 08.00am. 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, residents of Calabay Parc or damage to any property, the owners or their management company reserve the right to terminate your rental agreement immediately and forthwith. The owners or their 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.

There is free wifi at the property. There is a telephone at the property and it can be used free of charge for calls anywhere in the US, Canada, Puerto Rico as well as for landline calls only in the UK, Italy, France, Spain and Ireland. International calling cards must be used for all calls made outside of the specified Countries or to cell/mobile phones outside the US. Failure to do so will result in the additional charges being deducted initially from the security deposit.

There are NO HOUSE PARTIES allowed in our property or in the grounds around our home.