

Terms & Conditions for Booking Oak Tree Villa – Watersong , Davenport, Florida

Booking Form

The signing of the Booking Form or receipt of payment for deposit by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises.

Occupancy

We reserve the right to refuse occupancy to single sex parties. The party leader must be over the age of 21 years. No pets accepted. For the comfort of all guests the Villa is a non-smoking home. To ensure comfort, security and peace of mind our homes are registered with the State Authorities and are in full compliance with all relevant legislation. Under Florida State Law the Villa is licensed for occupation to a maximum of 12 guests only, including children and infants. The property is booked exclusively for the use of the persons named on the Booking Form. No other persons may use the property without the prior written consent and confirmation of the Owners.

General The villa is available for occupation from 4.00 pm local time on the day of arrival. If you require an earlier arrival time you will need to check with our Management Company in advance to be sure that everything will be ready, as there may be other guests departing same day. Your departure time is 11.00 am. If you require a later departure time you will need to inform us in advance. All bed linen and towels are provided for your needs. Please do not remove any towels or bed linen from the house and only use the pool towels in the pool area. Stays of 5 nights or less will incur an additional cleaning fee.

Pool/Spa heat, domestic hot water & Air Conditioning: Our Management Company set the temperature for pool/spa heating, domestic hot water temperature and air conditioning for our guests comfort. Please do not change any settings as they are programmed to operate automatically. If it is necessary to alter any these settings, we reserve the right to apply an extra charge to recover all additional costs of gas and electricity used. This charge may be in form of an invoice or withholding of security deposit. Please keep doors and windows closed to help save energy.

Villa Keys:

Please leave the villa front door key locked when you leave the property. The loss of any door key will result in a charge from your security bond to cover the cost of replacement locks. In the situation that you lock yourself out, please contact our Management Company immediately. They will allow you re-entry into the house.

Liability:

The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool, spa and villa and all equipment provided. It is your responsibility to ensure that children are always supervised properly in and around the pool and inside and outside the villa. Children must be supervised at all times in the pool area and glass objects are not allowed in the pool area – unbreakable glasses are provided for this purpose. The owners and our Management Company reserve the right to enter the villa at any time for whatever reason

Force Majeure The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

Complaints or Dissatisfaction

In the unlikely event of a complaint during your stay please contact the Management Company immediately. If the matter cannot be resolved you should contact the owners – Ijeoma and Patrick Blunt - in writing, within 14 days of the end of the rental period. If the problem has not

been reported, as requested, neither the Management Company nor the owners can not accept any liability or responsibility.

We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this. We reserve the right to evict from the Villa without any financial reimbursement whatsoever any person or persons that do not comply with the booking terms and conditions. By payment of rental for the Villa it is deemed that the terms and conditions are read and accepted by guests for their exclusive enjoyment and use of facilities provided at the Villa during their contracted rental term.

We want our villa to remain as clean and tidy for each and every visitor so please respect our home and treat it with the care it deserves. Thank you

Barbecue

Please Note: Use of the barbecue is entirely complimentary. However, please ensure that it is cleaned and left as found when you depart. Failure to do so will result in a \$90.00 deduction from the security deposit.

Telephone

Local and long distance calls are free of charge to guests. Caller information calls are chargeable so please avoid making them if you do not want to pay for them.

High Speed Broadband Free broadband access by fixed wire or via wireless internet is available for guests. Please do not unplug or tamper with the modem and router in anyway. If you are have problems getting connected after following instructions provided, please contact the management company

Governing Law

This agreement shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales

Payment Details:

A non-refundable deposit of \$200 per week booked is due within 7 days of your initial reservation. On receipt of your deposit we will send out a receipt and confirmation of booking. Payment of the balance plus security deposit is due in full 8 weeks prior to your arrival at the villa. On receipt, banking and clearance of your final payment, we will send out your arrival pack.

Security Deposit /Breakages Bond:

We require a refundable security / breakage deposit of \$300 per booking which is payable within 8 weeks of the start of your booking –with your balance payment. This deposit will be returned to you in full within 14 days after departure, providing our Management Company have reported no breakages or damage. Any chargeable costs will be advised and we reserve the right to retain the security deposit (either in part or full) to cover breakages, damage, non return of keys and additional cleaning costs for bspills, stains etc. Please check the inventory when you arrive and prior to your departure and advise our Management Company of any faults and damage. Receipts for repairs or replacements will be provided in the unlikely event that such retention of the security deposit is required. The client is held 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. Please report all damage and faults caused or found at the home to our management company at the earliest opportunity. We reserve the right to pursue a request for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this.

Cancellation:

In the event of your needing to cancel the following conditions will apply....
12 weeks or more prior to departure 20% of total charge

8 or more weeks prior to departure 50% of the total charge
Less than 8 weeks 100% of total charge.

Insurance:

We strongly recommend that you ensure you have adequate Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.