

# **Florida Haven Terms and Conditions of Hire**

## **Contract of Hire**

The contract of hire is between the Principal Hirer and the owners of the property. The Principal Hirer, in signing the Booking Form, is agreeing on behalf of all named persons to these Terms and Conditions and has overall responsibility for the party.

## **Party Size**

Only those named on the booking form may stay at the villa unless otherwise agreed in advance and the total number of guests must not exceed 10. In accordance with the The Shire West Haven Homeowners Association rules, no truck or van, boat, trailer, recreational vehicle, commercial vehicle or other types of non passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on The Shire. The connection of the villa's 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 due to this action.

## **Booking Confirmation and Deposit**

A booking is only confirmed upon receipt of a completed booking form and £200/US\$300 per booking. Once this has been received, a confirmation letter/email will be issued and the hirer will then be responsible for the total price of the property rental on the due date specified on the confirmation letter, plus refundable security deposit, less deposit paid

## **Balance of Payment**

The balance of the rental fee will be due 8 weeks before the holiday commencement date. We reserve the right to cancel the rental agreement where full payment has not been received unless otherwise agreed. Any bookings taken within an 10-week period before the commencement of the hire period must be paid in full. Cheques should be made payable to Dr AO Allen

## **Alterations to Bookings**

All requests to alter a confirmed booking must be made to the owners in writing. Whilst the owners will attempt to accommodate any such request (subject to availability), the owners cannot guarantee that this will be possible. Where such alteration is not possible and the principle hirer decides to cancel then the cancellation fees detailed within these Terms and Conditions will apply.

## **Security Deposit**

A refundable security deposit of £200/\$300 will be added to the balance payable 10 weeks prior to departure. This is to be held as security against non-return of keys, inventory damage, long distance telephone calls or excess cleaning costs. The Management Company following the clients' departure will return this deposit to the clients subject to a satisfactory inspection of the property. Normally within 6 weeks. The Principle Hirer must agree to pay any additional charges for damage or loss not covered by the security deposit. Any breakages or damage to the property must be reported to the Management Company immediately who will endeavour to replace the item as soon as possible and the cost may be deducted from the security deposit. It is the Principal Hirer's responsibility to ensure the property, its furnishings and fittings are treated with due care and respect. All kitchen utensils etc. should be left clean and tidy on departure.

## **Cancellation**

Written confirmation is required in the event of a booking being cancelled and charges will be made accordingly:- Not less than 84 days (12 weeks) prior to departure - Deposit Only. Not less than 70 -83 days (10 up to 12 weeks) prior to departure - Deposit plus 50%. Less than 70 days (10 weeks) prior to departure - 100% We will however endeavour to find a replacement booking and reimburse accordingly where possible. In the unlikely event that the owners, due to events beyond their control, have to cancel the bookings, the owners will endeavour to locate a suitable alternative villa. If the owners are unable to provide an alternative villa or if one is found but not accepted by the principal hirer then the owners will make a full refund of all monies paid. However the owners, Management Company or their agents will not be liable for any further losses that be incurred by the clients.

## **Rental Period**

Check in is from 4.00 p.m. on the day of arrival and check out is at 10 a.m. on the day of departure.

## **Force Majeure**

We cannot accept responsibility nor are we liable for any force majeure events such as fire, floods, weather conditions, industrial disputes, nor any other events, which are beyond our control.

## **Air Con Units**

Air conditioning units must not be run on **full** as they freeze up and become damaged. The renter then becomes liable for the repair of the unit.

## **Pool and Pool Alarms**

As swimming pools are potentially dangerous, please do not swim whilst under the influence of alcohol or drugs and unaccompanied swimming is ill advised at any time. Florida law requires that a pool alarm be fitted to all access doors to the pool. This is for the safety of your children and we would request that you do not tamper with it. Please use the pool Safety Screen provided. We would also request that no children be left to play unsupervised either in the pool or surrounding area. The pool has an electric heater. However during cold spells it has to work a lot harder to maintain a comfortable water temperature. It is advisable to replace the pool cover at night to preserve the water temperature. We advise that due to the size of the pool, it can take up to forty eight (48) hours for the water to reach its optimum temperature, in relation to the prevailing climatic conditions. Pool heating charges will still apply during this “warm up” period.

## **Insurance**

It is strongly advised that the hirers take out adequate holiday insurance cover at the time of booking. We cannot be held responsible for any loss or damage to personal property nor can we be held responsible for any injury, sickness or deaths however caused.

## **Passports**

United States immigration requires that all UK citizens have a valid 10-year passport with at least 6 months remaining after your intended departure date. From October 2004 all UK citizens must have their own, machine readable, 10-year passport. Non UK citizens are advised to contact the United States embassy to check visa requirements before booking.

## **Liability**

We cannot accept liability for any events beyond our control. This includes the actions of third parties over which we have no direct control such as the Management Company, maintenance companies, home association, neighbouring villas etc. All information concerning the property is frequently checked to ensure its accuracy. However, on occasion it is possible that advertised facilities may be withdrawn or changed due to circumstances beyond our control.

## **Smoking and pets**

Unfortunately neither smoking nor pets are allowed within our villa.

## **Price Guarantee**

Prices will not change once a deposit has been paid and a booking confirmation received.

### **Construction**

The principal hirer is hereby notified that on many vacation rental estates there will be other homes under construction. The owners, Management Company or their agents cannot accept liability for complaints arising from any such construction activity.

### **Access**

Whilst guests' privacy is always respected, the owner, Management Company or their agents reserve the right to gain access to the property at any time during your stay. Where possible you will be informed before hand.

### **Data Protection**

The details provided to the owners by the principle hirer will only be passed on the Management Company for booking confirmation.

### **Climate**

The principal hirer is hereby notified that, as Florida is a tropical climate it is home to many insects and bugs. The villa is treated on a regular basis to repel these creatures but you may occasionally find that they get inside the property. They are best dealt with by spraying with an appropriate product. If the problem persists contact the Management Company. These kinds of incidents are kept to a minimum if food and crumbs are not left on surfaces or floors and any spills should be cleaned up immediately. Eating in the bedrooms is also not recommended.

### **Complaints**

Any complaints relating to the property must be made in writing to the owners Management Company within 48 hours of any problems arising. The Management Company will endeavour to deal with any such complaints to your satisfaction. Unless there is a valid reason, the owner will not consider any complaints that were not initially registered with the Management Company during the booked period.