

GLORIOUS GULF VILLA - TERMS & CONDITIONS



As a Guest wishing to rent our home, please ensure you read, understand and agree to our following Terms and Conditions pertinent to your accommodation rental.

Please do this by signing and return the form on Page 8.

*If you have any questions, please contact us (hereafter called the Owner).
Thank you.*

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GLORIOUS GULF VILLA - TERMS & CONDITIONS

Bookings

A *provisional* booking will only become a **confirmed** booking after all of the following have been completed:-

- the initial non-refundable deposit (or full rental balance) has been paid by the Guest and cleared in the Owner's bank
- the Booking Form has been completed and signed by the Guest and received by the Owner
- the Terms and Conditions have been agreed and signed by the Guest and received by the Owner

Provisional bookings are only held for a period of 3 days, pending receipt of the above. Once all of the above have been received, the Owner will confirm the booking in writing to the Guest (usually by email).

Payments

Bookings which are 10 weeks or more away require an initial non-refundable deposit of £300 / \$500. *However, if the total number of nights booked is longer than 14 nights then an extra £150 / \$250 non-refundable deposit is applied per week and pro-rated accordingly.*

The remaining balance must be paid 10 weeks prior to the commencement of the holiday along with the mandatory Security Deposit (see below).

Bookings made within 10 weeks of departure require full immediate pre-payment of the total rental amount as well as the mandatory Security Deposit (see below)

We accept the following methods of payment:-

- £ (UK Pounds) cheques or payment transfers to our UK bank
- \$ (US dollars) checks or wire transfers * to our US bank
- Money order transfers

(*) For US wire transfers, due to the extra charges imposed by US banks, please add a further \$30 to the transaction amount. The Owner's American and UK Bank details are available on request.

Non-Refundable Deposit

As explained in the above Payments section, bookings which are 10 weeks or more away require payment of an initial non-refundable deposit. Upon paying this deposit, Guests understand that this is non-refundable regardless of any situation. This payment not only goes towards ensuring that the Guests preferred dates are secured, it also covers the Owners administration and time costs to process the booking.

Mandatory Security Deposit

Every booking requires payment of a mandatory Security Deposit of £300 / \$500. This is then held by the Owner and is returned in full to the Guest within 28 days after the completion of the holiday as long as no issues are reported by the Owner's Villa Representative either during the stay or during the check-out inspection. Examples of issues can be, but are not restricted to:-

- Damages, breakages, losses, excess departure cleaning, excessive utility charges, altering/ tampering with the pool heating or security cameras, smoking inside the villa, allowing pets in the villa.

If any of the above are either reported/found, the Owner will inform the Guests and reserves the right to deduct costs directly from the Security Deposit. For costs in excess of the Security Deposit amount the Owner reserves the right to claim this directly from the Guest.

Prices

The rental includes Accommodation as booked, services eg., reasonable usage of electricity, water, wireless internet connection, free calls throughout USA & Canada, access to your own private fishing dock, linen and towels.

NOT included in our rental prices:-

Flights, car hire, holiday insurance, pool heating, BBQ hire, phone calls outside of USA and Canada, departure cleaning charge, call-out charges for problems initiated by Guests, Florida Sales & Tourist tax which is currently 12%. As the Owner has no control over any future tax increases, the Owner reserves the right to pass any increases on to the Guest.

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Prices cont/

The Owner reserves the right to amend rental prices at any time. The Owner will confirm to the Guest the current price at the time of booking and as soon as the booking is confirmed and the deposit or full payment has been paid, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing no further amendments are made.

Optional Extras

Additional charges apply if the Guest wishes to book any of the following optional extras:-

Electric Pool Heating	= £85 / \$135 per week
Gas BBQ Hire	= £10 / \$15 per week

Guest Alterations

Once the booking has been confirmed, if the Guest needs to alter any details provided on the initial Booking Form, the Owner will do their utmost to apply the requested changes provided they are informed in writing at least 10 weeks prior to arrival. A nominal admin fee of £45 / \$70 will apply. Please note that not all requests for alterations will be accepted.

Cancellations

The Owner reserves the right to treat the booking as cancelled if they do not receive the balance by the due date. The cancellation charges detailed below will then apply.

In the event of a cheque not being honoured by the bank on which it is drawn a charge of £25 / \$40 will be applied to cover the bank charges and administration costs.

If the Guest wishes to cancel the booking they should advise the Owner immediately, preferably by email. Where this is not possible, a letter sent 1st class Recorded will suffice.

The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:-

More than 60 days notice:	Deposit only
30 - 60 days notice:	50% of the rental charge
Less than 30 days notice:	100% of the rental charge

In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest.

Refunds

Please note, the Owner will not issue any refunds for the following reasons, including but not limited to:-

- Early departure ie., less days than booked
- Delayed arrival
- Reschedules due to inclement weather
- Acts of God (see Force Majeure section)
- Loss or failure of services & appliances (see Services/Appliances/Construction section)
- Noise from potential construction work (see Services/Appliances/Construction section)

Party Size / Occupancy

The maximum occupancy is **6 persons** for the villa and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

The villa must not be sublet, shared or assigned and only the persons named on the Booking Form are permitted to stay in the villa during the agreed rental period. Guests who wish to entertain overnight Visitors at the Villa must gain permission in advance from the Owner.

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Liability

The Owner does not accept any liability for injury or death, damage, loss or theft caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).

The Owner does not accept any liability for injury or death, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the rent.

Owners are not responsible for any deaths, injuries, illness or loss/damage to property including motor vehicles or to that of any guest however caused.

Unfortunately the Owner is not always able to control the components of the accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond their control and for which they cannot accept liability.

Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

Force Majeure

As owners of the property, the Owner, their servants or agents, accept no responsibility for and shall not be liable for any loss or delay occasioned by any of the following:-

Strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, missed flights or any other event beyond the Owner's control.

Services/Appliances/Connections/Construction

No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

Wi-Fi Internet connection is provided at the villa, free of charge. The owners will endeavour to ensure that the service is available for use but cannot be held responsible for any failures, non-availability of communication lines or slow speeds. Guests are requested not to touch or alter any settings on the modem. Any problems must be reported directly to Villa Representative.

Furthermore, it is possible that some construction work may take place in the area of new homes. The Guest should establish with the Owner the status of any development prior to booking.

No Smoking & No Pets Policy

The villa has a strict **NO SMOKING** policy throughout the villa and the Owners take this matter very seriously.

Both during your stay and on the check-out inspection, if the Villa Representative finds any evidence of smoking inside the house, this will be regarded as a serious breach of contract.

The Guest will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, to replace all air conditioning filters and de-odorising costs. The current charge for this £350 / \$560 which will be taken directly from the Security Deposit held and the Guest will be asked to fund the remaining extra cost.

The villa also has a strict **NO PETS** policy.

Both during your stay and on the check-out inspection, if the Villa Representative finds any evidence of pets in the villa, this will be regarded as a serious breach of contract.

The Guest will be liable for a deep clean fee and pest control charges - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorising costs. The current charge for this £350 / \$560 which will be taken directly from the Security Deposit held and the Guest will be asked to fund the remaining extra cost.

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Swimming Pool

Our pool complies with Florida law on pool safety. Guests may use the swimming pool at their own risk, Guests are required to supervise children at all times in the pool area and adhere to the following

Pool Safety Rules:-

- The pool depths are 3ft – 5ft therefore it is **NOT** designed for diving.
- In compliance with Florida Law 2002 we have a pool safety fence. It is provided for your own safety – please use it at all times, especially if you have children.
- A selection of pool toys can be found in the garage which you are free to use and enjoy. However a word of caution – please take extra care when playing with them especially when getting on and off them as then can be very slippery and dangerous.
- No ball games please – these can easily damage the delicate pool screens which are costly to replace (see Screen Panels section below).
- Please do not leave anything (no matter how small) in the pool overnight or at the end of your stay. If items fall to the bottom on the pool they can seriously stain which then needs a professional cleaner to remove the stain. Please note that you will be charged for this.
- If the pool blanket is on completely remove it before using the pool. NEVER try to swim under it and NEVER try to walk on it. This should be taken very seriously and can cause drowning so please ensure your children are advised of the risks.
- Plastic cups/plates etc are recommended for outdoor use.

The pool is professionally cleaned and chemically checked 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 you will be informed by the pool company and they will advise how long it may be necessary for you to be out of the pool for safety reasons.

Electric Pool Heating

If pool heating has been pre-booked, it will be switched on during the day of arrival and may take some time to heat the pool to optimum temperature (the maximum temperature is pre-set to a temperature which ensures that the level of chemicals are not affected). The solar blanket must always be used when pool is not in use (especially at night) or the heater will not function correctly. Like you, the Owners have no control over the weather and as such, they are unable to guarantee the water temperature as this will depend on the prevailing weather conditions.

The heater is a mechanical device, as with any mechanical device it can be subject to electrical/mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. In this case, if the Guest has paid for pool heat, the Owner shall refund only the days they are without pool heat. No refunds will be given for anything that has not been paid for. Having ordered pool heating, if the weather is warmer than expected, pool heating still has to be paid for.

If for any reason the Owner has been made aware of a Guest attempting to alter or tamper with the pool heating the Owner will reserve the right to either deduct an amount from or withhold the full Security Deposit in order to reimburse the cost of the extra heating.

Screen Panels

Like all homes with a pool in Florida, the outside dining area, patio/lanai area and pool are fully enclosed with large fine mesh screen panels. This helps to keep bugs out. Don't worry; you can still catch the sun's rays through them! These screen panels are very delicate and can be torn easily so Guests are kindly asked to be particularly careful not to knock them when re-arranging the patio furniture also do not lean against them and no ball games please. Upon every check-in and check-out, all screens are fully checked that they are in good order. Charges will apply for replacing any panels which are damaged during your stay.

Fishing Dock

Guests can enjoy using the private fishing dock but they are solely responsible for exercising due care and caution at all times whilst on the dock and by the water's edge. Guests are also responsible for ensuring that special attention is paid to their children at all times.

BBQ

Guests who have paid for BBQ hire must ensure they read the BBQ Safety Rules displayed on the garage wall. As the Owner only applies a nominal hire charge, Guests are asked to kindly re-fill gas as necessary. The empty gas bottle can be taken to the local Home Depot store for a refill (costs around \$15 / £10). Guests are asked to leave it nice and clean upon departure otherwise an additional cleaning fee which will be taken directly from the Security Deposit.

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Neighbour Respect

The villa is situated in a quiet residential area consisting of a mixture of rental and US family homes. It is a condition of the rental that Guests should be considerate in their behaviour. Of course have fun however keep noise levels to a reasonable level, especially late at night, so as not to unnecessarily disturb the neighbours.

Travel & Medical Insurance

Guests are strongly advised to take out their own Travel Insurance for their whole party, which includes cancellation charges cover as soon as you have booked any part of your holiday. If you choose not to do this, you need to be aware that you will personally be responsible for payment of any cancellation charges which may be due. UK guests are also advised to take out a policy which includes Medical Cover.

Pests

Fact...Florida is a very hot place and yes, it does have pests & bugs. However, this should not affect your holiday. The villa has a regular Pest Control contract with a local professional company but Guests can help minimise any problems during their stay. Please refer to the 'Bug Section' in the Helpful Holiday Hints folder for ideas.

Most small pest/ant problems within the villa can quickly be treated by Guests with sprays such as Raid. If the problem is more widespread, Guests must inform the Villa Representative immediately in order that appropriate professional treatment can be initiated.

Wonderful Wildlife

The villa is fortunate enough to be located in an area where local wildlife is in abundance so make sure your camera is at the ready! The canal is home to many types of creatures which you may be lucky enough to see on your visit. One such creature which we should draw your attention to is the wonderful alligator. The Floridian people live alongside these great creatures day-to-day with no real problems. However, please note that is against Florida State Law to feed the alligators. Sightings on them on land are very rare but always watch them from a safe distance, preferably within the screened area and never approach them. The adults are extremely protective of their babies so do not approach the baby ones either. Extra care and attention should be applied with children. Never leave them unattended. Alligators can move surprisingly fast on land so be vigilant at all times.

Tropical Climate

Florida is a tropical region and therefore can be vulnerable to severe weather conditions such as Tropical Storms and/or Hurricanes. The hurricane season runs from approximately from June through to November and many years pass with no activity at all. However, as a precaution, it would be wise to ensure that the torch/flashlight provided is in full working order as you could be without power for a few hours. Also you may want to ensure you have sufficient bottled water and food (that doesn't necessarily need cooking) in stock. The television will give you up-to-date news of the progress of any storm. Bad weather rarely lasts more than a few hours but it's always advisable to be well prepared.

Security

Rotonda is a very safe area with a low crime rate. However, given that the villa can be left empty for extended periods of time it seemed only sensible for the Owner to install several external security cameras in order for them to be able to monitor the perimeter of the property and the garage area of the house. The camera images are easily available for Guests to view via the TV in the villa (instructions on how to do this are in the villa). Guests are asked not to touch or move any of the cameras/camera equipment/cables etc.

Guests are reminded to ensure that all doors and windows are locked and all major appliances are turned off every time the property is left unattended.

Misc

The villa has leather sofas and chairs. As you will probably be applying sunscreen/suntan lotion on a daily basis and will be in and out of the pool, we would like to draw your attention to the fact that sunscreen, wet swimsuits and leather sofas do not mix well!

Guests are asked to bear this mind and they do happen to notice that they have accidentally marked the sofas or chairs please take immediate action. Under the sink is a product called 'Saddle Soap'. This is special leather cleaner which can gently remove stains (please read the instructions on the tin to ensure you use the product correctly). In the event of the stain becoming permanent Guests must advise the Owner and/or the Villa Representative as soon as possible as a local specialist upholstery cleaning company will need to be hired to work their magic.

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Arrivals & Departures

Arrival - the villa will be available after **4:00 pm** on the day of arrival.

Departure - the villa must be completely vacated by **11:00 am** on the day of departure.

If the Guest requires an earlier check-in / later check-out time than is stated above please discuss this in advance with the Owner to see if it is possible. Sometimes the villa is extremely busy with back-to-back guests and other times it can be quieter but please double check first. Otherwise an additional day's rental will be charged.

Before Guests depart it is expected that they carry out the following; ensure that all windows are shut properly and all doors are locked and check that all lights are turned off, leave the villa in a good tidy order, clean the BBQ (if used), place all rubbish/trash in the bins provided and it would be nice if some comments were written in the Guest Review book.

Locating Your Villa

Once the Guest has paid the final balance, the Owner will issue (normally by email) an

Essential Holiday Information document.

This will contain lots of valuable information including:-

- Villa address, driving directions & key-pad entry code
- Villa Representative emergency contact numbers
- Local area information including maps, shopping recommendations, golf courses etc

If, for whatever reason, the Guest does not receive this information, they will need to contact the Owner at least **1 week prior to their holiday commencing**.

PLEASE DO NOT TRAVEL WITHOUT THIS INFORMATION AS YOU WILL NOT BE ABLE TO LOCATE THE VILLA!!

Incentive Schemes

The Owners currently run two Incentive Schemes which Guests can potentially benefit from;

Guest Loyalty & Refer a Friend

These incentives are either a thank you for returning Guests (Guest Loyalty) or thank you for any referred business (Refer a Friend). Details regarding both schemes are sent to Guests once they have returned home.

The Owner reserves the right to change/cancel the schemes and/or the payments made at any time.

Expectations & Complaints

Guests typically choose to rent private homes rather than stay in a non-descript hotels because they prefer the home-from-home feel and all the space and privacy that is normally lacking with a hotel. Of course, just like being at home, 'home-type' issues can arise which need to be sorted out. The Owner would ask that Guests are sympathetic if such a situation does arise which needs to be rectified. The Owner would also ask that Guests are respectful of the fact that it is a home and to treat it with appropriate care and attention.

Nearly all minor problems can be sorted out quickly and effectively if Guest contacts the Villa Representative. It is much better to sort things out on-the-spot than trying to resolve them once Guests return home.

In the unlikely event that a Guest wishes to register a complaint then this should happen during their stay by contacting the Villa Representative **immediately** - with a follow up letter/email. Give a copy to them and send the Owner a copy as soon as possible.

Jurisdiction & Law

These conditions and any act or contract to which they apply shall be governed by English law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English courts.

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Guest Agreement

The Guest agrees:-

- to fully read the Helpful Holiday Hints Folder situated in the reception area of the Villa and adhere to the important various Rules and Safety Notices
- to report any damage / loss / major issues **immediately** to the Owner's Villa Representative or direct to Owner (via email)
- to pay the full cost of any:- damages, breakages, losses, excess departure cleaning charges (including BBQ clean), excessive utility charges, charges resulting in any altering/ tampering with the pool heating or security cameras, deep clean fees associated with non-permitted smoking inside the villa, deep clean charges associated with non-permitted pets in the villa.
- to take good care of the property and its contents at all times – ensuring it is kept clean, tidy and secure
- not to smoke or allow any pets/animals of any nature in the villa at anytime
- to show considerate behaviour for neighbours especially in terms of noise levels at night
- to permit the Owner, the Villa Representative or any Tradesman reasonable access to the property to carry out any maintenance if necessary
- not to sublet or share the property except with persons nominated on the Booking Form
- pay any call-out charges which relate directly to problems initiated by themselves
- to have a fantastic holiday! ☺

Owner Contact Details

We, the Owners can always be contacted via email:-
info@gloriousgulfvilla.com

The required paperwork & payment should be sent to:-

Victoria Brodie (GGV)
86 Hazlemere Road
Penn
Bucks, HP10 8AG - ENGLAND

Cheque payments made payable to; **V Brodie**

The person who signs below certifies that he or she is authorised to agree these Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from parties of solely young people under 21 years of age.

- ✓ **I have read, understood and fully accept these Terms & Conditions for our forthcoming stay at *Glorious Gulf Villa* on behalf of myself and my party.**
- ✓ **I am over 21 years of age.**

Signed:

Print (CAPITALS):

Date:

Please sign & date and return by post with your payment to the above address. Provisional bookings can only be held for a maximum of 3 days pending receipt of the deposit and required documentation.

It is advisable to keep a copy of this document for your own records