

GLORIOUS GULF VILLA - TERMS & CONDITIONS

As a Guest wishing to rent our Glorious Gulf Villa, please ensure you read and understand the following Terms and Conditions pertinent to your accommodation rental. Then sign and return the form on Page 7. If you have any queries, please do not hesitate to contact us (hereafter called the Owner).

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Bookings

A 'provisional' booking will only become a 'confirmed' booking after the following:-

- the initial non-refundable deposit 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.

Payments

Bookings which are 10 weeks or more away require an initial **non-refundable deposit of £285 / \$400**.

The remaining **balance** must be paid **10 weeks** prior to the commencement of the holiday along with a mandatory refundable **Security Deposit of £285 / \$400** (see below).

Bookings made within 10 weeks of departure require **FULL** pre-payment immediately along with the mandatory Security Deposit.

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. Bank details are available on request.

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Security Deposit

The full Security Deposit will be returned to the Guest by the Owner within 28 days after the completion of the holiday as long as no damages, breakages, loss or excess cleaning/utility charges are reported by the Owner's Management Company either during the stay or whilst the check-out inspection has been completed.

If any damage, breakages, loss or excess cleaning/utility charges are reported/found, the Owner will inform the Guests and reserves the right to deduct these 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 gas, electricity, high-speed wireless internet connection, free local/US/Canadian telephone calls, 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, Departure Cleaning Charge, 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.

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 you do not make further amendments to your holiday arrangements.

Additional Charges

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

Electric Pool Heating	= £95 / \$140 per week
Gas BBQ Hire	= £25 / \$35 per week

Guest Alterations

Once the booking is confirmed, if the Guest needs to alter any details, 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 £35 / \$50 will apply.

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 £20 / \$30 will be applied to cover the bank charges and administration costs.

If the Guest wishes to cancel the booking he should advise the Owner immediately, preferably by email. Where this is not possible, a letter sent 1st class 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. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

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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.

Liability

The Owner does not accept any liability for injury or death, damage or loss 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.

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.

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 Management Company find 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 \$500 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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No Smoking & No Pets Policy cont/

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

Both during your stay and on the check-out inspection, if the Management Company find 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 \$500 which will be taken directly from the Security Deposit held and the Guest will be asked to fund the remaining extra cost.

Swimming Pool/Fishing Dock

Guests may use the swimming pool at their own risk. Guests are required to supervise children at all times in the pool area. The safety barrier surrounding the pool is there for your safety. The Guest is responsible for ensuring it is never left open or removed. The pool complies with Florida law on pool safety. Further information can be found in the instruction manual in the villa or obtained from the Management Company.

If pool heating has been requested, it will be switched on during the day ordered and may take some time to heat the pool to optimum temperature. Having ordered pool heating, if the weather is warmer than expected, pool heating still has to be paid for. 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! They are unable to guarantee the water temperature with pool heating 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.

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.

The pool is professionally 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 be out of the pool for a period of 12-24 hours for safety reasons.

Guests may use the fishing dock but 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.

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.

Insurance

Guests are strongly advised to take out 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.

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.

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Pests

Florida's wonderful tropical climate is always enjoyed by us humans. Unfortunately pests seem to rather enjoy it too! It's not an unusual occurrence and, for this reason, the villa has a regular professional pest control programme which is carried out on a contract with a reliable local company. To help eliminate these uninvited guests we recommend that all windows and doors remain shut at all times and that all opened food is stored in the refrigerator provided. Rubbish should always be stored immediately in the bins provided and never left out at night. If you become aware of a pest problem inside the home, sprays such as Raid can be purchased locally. If the problem is more widespread, you must inform our Management Company immediately so that the appropriate treatment can be initiated.

Security

Rotonda West 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 us to install several external security cameras in order for us 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). Please do not touch any of the cameras.

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. Should bad weather be forecast you will be contacted by our Management Company on any procedures you should undertake to take care both of yourselves and the villa. It would be wise to ensure that the torch/flashlight provided is in full working order as you may be without power for a few hours. Also as an extra precaution you should 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.

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, place all rubbish/trash in the bins provided and it would be nice if some comments were written in the Guest Review book.

If a BBQ has been rented it is expected that you leave it nice and clean for the next guests to use. Failure to do so will incur an additional fee of £40 / \$60 will be charged and taken from the Security Deposit which will cover the charges for our Management Company to clean it.

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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
- Management Company emergency contact numbers
- Local area information including maps, shopping recommendations, golf courses etc

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

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.**

Incentive Schemes

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

Guest Loyalty and 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.

Complaints

Of course we sincerely hope you do not have any!

However, in the unlikely event that you wish to register a complaint during your holiday, please contact the Management Company immediately and follow this up with a letter/email. Give a copy to them and send the Owner a copy as soon as possible. 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.

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 report any damage or loss **immediately it is discovered** to the Owner's Management Company or direct to Owner (via email)
- to pay the full cost of any breakages, losses or damage to the property or excessive cleaning/utility charges whilst in the property
- to take good care of the property at all times and leave it clean, tidy and secure at the end of the holiday
- 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, their Management Company 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
- to have a fantastic holiday! ☺

Owner Contact Details

We, the Owners can always be contacted via email:-

info@gloriousgulfvilla.com

The required paperwork and payments should be sent to:-

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

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