



Crystal Palm Villa

TERMS AND CONDITIONS

1. Your Contract

The application for the booking constitutes an acceptance of all these terms and conditions by the client and all the members of the party.

2. Payment

In order to book the villa, a non-refundable deposit of 25% of the total cost is required. The balance will be due 70 days before arrival at the Villa. If the balance is not paid on the due date we reserve the right to treat the booking as cancelled.

3. Cancellation

You may cancel your holiday at any time proving that that the cancellation is made by the person signing the booking form and is communicated in writing. The following cancellation charges apply based on how many days before your booked arrival date we receive your cancellation. These charges are a percentage of the total rental cost:

More than 70 days	- Loss of deposit
50 - 70 days	- 50%
29 - 49 days	- 75%
0 - 28 days	- 100%

4. Changing your Booking

If, after confirmation has been issued, you wish to change the booking dates, we will do our best to help (note any changes are subject to an admin fee of £25/\$40/€30 and may also be subject to a price adjustment). If we are unable to rearrange your booking we reserve the right to treat the booking as cancelled and the above cancellation charges will apply.

5. Complaints

We hope you don't have any, but in the unlikely event that you wish to register a complaint during your stay, contact our management company immediately and follow this up with a letter. Give a copy to them and send us a copy on your return. We must receive any complaint within 7 days of your return.

6. Accommodation

The accommodation is provided solely for the use of the client and guests named on the booking form or as amended by agreement with us in writing. Everyone occupying the property must be listed on the booking form, including small children. This is Florida state law and must be adhered to. Subletting and/or reassignment is strictly prohibited. No clothing, bedding or similar items shall be dried or aired in the outdoor area. Check out time is **10.00** hours local time on the day of departure (PS note a late departure fee will be made after this time). Check in time is not before **16.00** hours local time on the day of arrival.

7. Insurance

It is your responsibility to arrange appropriate insurance cover for all members of your party for personal injury etc. 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.

8. Reductions

No reductions or credit notes will be given under circumstances amounting to "Force Majeure". "Force Majeure" means: war, threat of war, riot, civil strife, industrial dispute, terrorist activity, accident,



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natural or nuclear disaster, fire, airline failure, closure of airports and adverse weather conditions or any event or situation and incidents outside of our control.

9. Price Guarantee

We guarantee that the price of your accommodation will not be subject to any surcharge.

10. Care of Property

Please remember that this is a privately owned villa and the property should be left clean and undamaged. The property will be thoroughly examined by the management company on your departure and if it is not left in a suitable condition, it may be necessary to charge the security deposit for costs to cover extra cleaning, repairs or replacements. We also recommend that you inspect the villa on arrival to ensure it is in order. The security deposit amount is \$350/£250. If paying by credit card the same card will be used to cover the security deposit. The security deposit will be fully refundable 2-3 weeks after your departure from the property, providing there are no claims against it. In the event of any excess damage of any kind, excessive cleaning costs / excess trash removal by our agents or excessive use of electricity (for example, caused by leaving external doors or windows open with the air conditioning on) the named person on the booking form will be liable for any additional costs which exceed the security deposit.

11. Pool/Spa

All members of the party use the pool/spa entirely at their own risk. Please obey the pool/spa rules and remember at all times, this is a private pool with no lifeguard. Please also note that the wet areas around the pool and the ceramic tiles can be slippery so please ensure that you or members of your party are dry as soon as you come out of the pool/spa. If pool heat has been ordered, note that should the temperature drop below 45 degrees the pool heater may shut off. No refunds will be issued unless the average temperature remains below this level for 3 consecutive days during your stay. The pool Safety fence must be kept erected at all times for the safety of children. 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 be out of the pool for a period of 12-24 hours for safety reasons. Suntan lotions/sun screens must not be oil-based as this impacts the effectiveness of the chlorine and pool filter, potentially leading to additional cleaning costs against the security deposit. Any cloudiness of the water must be immediately notified to our local management company, so that the water may be treated, avoiding any excessive cleaning costs. Do not allow unsupervised children to use the pool, spa, garage or any such areas. Items such as clothes, toys etc. must not be left in the spa.

12. Villa Telephone

The villa telephone makes use of Voice over IP (VoIP) technology to provide FREE local and long distance calls in the US, Canada and Puerto Rico, and FREE calls to landlines in over 60 countries worldwide. The service provides us with live information over the internet of all calls made and whilst you are free if you wish, to make calls that are not free (e.g. calls to UK mobile numbers, international calls to other countries, or premium rate numbers), these will be charged to you at cost, plus a \$10 admin fee, either at the time of departure, or through a deduction against your security deposit. If you would prefer to have international numbers blocked during your stay (to prevent accidental use), please let us know beforehand and we will block them for you.

13. Smoking/Pets

For the safety and comfort of all our guests smoking is not permitted within the property. No pets are allowed.

14. Owners Access

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



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15. Trash Removal

Probably as in your own home there is a trash can for all your rubbish, which is kept outside the house and which needs to be rolled to the roadside on collection day and brought back once it has been emptied. Our management company will talk you through the procedure at the start of your stay. Please note that there may be an additional charge if there is excess trash left throughout the villa or by the trash can.

16. Security Alarm

The villa is protected by a monitored security system. Whilst this is a gated community, please do use the security system during your stay to protect your family's belongings and to avoid invalidated insurance claims through non-use of the security alarm. If the alarm is accidentally triggered and not cancelled within 45 seconds, you will receive a call on the villa telephone from the security company, who will check that you are authorized guests. If the telephone call is not answered, the local police will be dispatched to the property by the security company. The local police charge a fee to attend a false alarm and this charge may be deducted from your security deposit.

17. Code of Conduct

Whilst we want you to have a fabulous time, please be considerate to your neighbors on Watersong community. The actions of the members of your party should not interfere with the enjoyment of other residents at Watersong. Please do not use the swimming pool, play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.30pm or before 07.30am. 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 or residents of Watersong or damage to any property, the owners or their management company reserve the right to terminate your rental agreement. The owners or their management company will not be liable for any costs, compensation, or refunds due to this action.

18. General Booking Conditions

These booking conditions contain some exclusions and limitations of liability. If any part of the conditions proves to be invalid or unenforceable, the rest of the conditions will remain valid. This agreement will be governed by laws of The State of Florida and any disputes will be dealt with by the Florida courts.

19. Liability Limitations

- a) No responsibility is accepted for any loss of personal items while staying in the property or after departure
- b) The owners or their agents will not be liable for any loss or injuries resulting from use of the villa, pool or any part of the property howsoever caused. All guests must follow the rules and notices of safety matters.
- c) Parents must at all time obey the rules & supervise children when using pool facilities or estate facilities.
- d) Neither the management company nor the owners accept any responsibility or liability for failure of any equipment in the property. After notification of equipment failure, the management company will endeavor to rectify the problem in a reasonable and timely manner.