

FloridaTuscanVilla.com

Terms and Conditions of Rental

General

- The signing of the Booking Form or receipt of cheque 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 (or any subsequent amendments to this list).
- No parties of guests who are all under the age of 21 will be accepted.
- No pets accepted.
- For the comfort of guests our home is non-smoking, however it is permitted on the patio area. Please use the ashtrays provided.
- To ensure comfort, security and peace of mind our home is registered with the State Authorities and are in full compliance with all relevant legislation.
- There are fire alarms situated around the entire villa. Any tampering of these alarms will result in a deduction of \$50 from your security bond.
- Most local, national and international telephone calls are free. This includes calls to the UK and Canada. For any other country please ask for details before you travel. Premium rate numbers are excluded.
- All bed linen and towels are provided for your needs.

Rental Period

- The rental period generally consists of a Saturday to Saturday booking, however other periods are occasionally available (please ask for details).
- Midweek bookings may incur a 10% surcharge.
- Stays of 5 nights or less could incur an additional cleaning fee of £50 Sterling / \$100 USD
- The villa is available for occupation from 1600 hours local time on the day of arrival.
- Departure time is 10am unless otherwise agreed with the management company or the home owners. Guests can arrange to arrive earlier or depart later if the villa is empty.

Payment details

- A non-refundable deposit of £150 Sterling / \$250 USD per week is due within 7 days of your provisional booking.
- On receipt of your deposit we will bank your cheque and wait for clearance, following which we will send out a confirmation of booking.
- Payment of the balance is due 8 weeks prior to your arrival date. On receipt, banking and clearance of your parties' final payment, an arrival Pack will be forwarded to you.
- A refundable security deposit of £150 Sterling / \$250 USD is required (please see **Security/Breakages Bond** below for further details).
- All cheques should be made payable to "David & Julie Sumner".
- PLEASE NOTE: We are able to accept payment by credit or debit cards via PAYPAL. All payments made this way will incur a 4% transaction charge.

Visit our website at <http://www.floridatuscanvilla.com/>

Feel free to contact the owner (David & Julie Sumner) in the UK:

E-mail info@floridatuscanvilla.com

Telephone **01472 827641**

Security/Breakages Bond

- A refundable security deposit of £150 Sterling / \$250 USD must be paid upon arrival to our management company.
- If your booking is made with the home owner, you are required to pay the refundable security deposit direct to the home owner prior to your arrival at the villa.
- If your booking is made with our management company, you are required to pay the security deposit within 24 hours of arriving at the villa.
- This security deposit will be repaid to your party by cheque, within 30 days of your departure, providing the local management have reported no breakages and you have returned the key as requested. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage or non-return of the key. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.

- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of \$250 from your security deposit.
- You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately and they will allow you re-entry into the house. Unfortunately you will incur a small charge for their service depending on the call out time (\$25 in office hours, \$100 out of office hours).
- 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. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.
- 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.
- Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Spoiling and contaminating food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care in this may be passed to you.

Safety and Security

- Due to State Fire Regulations under no circumstances may more than the maximum number of persons identified on the Booking Form occupy the property.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided.

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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 and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa.

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 owner, in writing, within 14 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company the owner cannot accept any responsibility.

Cancellation

- In the event of your party needing to cancel, the following conditions will apply.

Cancellation Notice	Cancellation Cost
8 weeks plus prior to arrival date	Loss of deposit
5 - 8 weeks prior to arrival date	50% of the total charge
less than 5 weeks prior to arrival date	100% of the total charge

- Deposit is non refundable upon cancellation
- Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and retain the deposit. If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.
- Please ensure you have Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.

Cancellation by the Owners

- In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However the management company will always seek to relocate your booking to a villa of a similar or superior standard.

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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.

Disclaimer

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused.
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, gardeners etc.).
- Whilst all information supplied in the brochure is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of the contract.

Law

- This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

If you wish to discuss any of these terms and conditions, please telephone David & Julie Sumner in the UK **+44 (0) 1472 827641**

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