

## TERMS AND CONDITIONS - CALABAY PARC VILLA

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the owner) for clarification before you sign the booking form.

### Booking Deposit:

A non-refundable booking/security deposit of £200 or \$300 per week is required to secure your booking. On receipt of this deposit and the signed booking form, your booking will be confirmed. The additional total rental cost will be required 10 weeks prior to departure. If the booking is less than 10 weeks before departure the full payment is payable at the time of booking, along with the security deposit. Payment can be made by cheque/bankers draft/money order in GB pounds or US Dollars.

### Security Deposit:

Your security deposit paid at the time of booking will be returned within 4 weeks of your return, subject to confirmation with our management company that the villa and its contents are in the same condition as on your arrival. Any damage, breakage's, excessive use of utilities and/or leaving the villa in such condition that warrants extra cleaning will be made good from your security deposit along with an administration charge. The party leader agrees to accept full liability for all loss or damage caused by any member of their party, during the occupation of the villa and confirms that the full cost of repair or replacement will be met. The person that signs the booking form must be over age 21 and staying at the villa with other persons shown on booking form.

### Liability Limitations:

The owners or their agents will not be held responsible for loss or delay, howsoever caused beyond our control. I.e. strikes, riots, fire, war, threat of war, terrorist activity, industrial dispute, flight delays or cancellations, natural disasters, **adverse weather conditions**, flood, transport problems of any kind, or any other event etc. (this list is neither exclusive or exhaustive).

### Pool Heating

- The heater is an electrical/mechanical device, as with any mechanical device it can be subject to electrical/mechanical failure. In such an event, every effort will be made to repair the heater. If the guest has paid for pool heat, then we shall refund only the days you are without pool heat. We cannot and will not refund for anything that has not been paid for. Pool heating is also subject to weather conditions, the colder the weather the longer the heater will take to warm up the pool each day. If guests request pool heat to be turned on after their arrival they must be aware that it will take time for the pool to heat up but payment is required from commencement. **The blanket should be used to cover pool when not in use**, especially at night to help to retain the heat. Guests are not permitted to touch the pool heater controls, any sign of tampering will result in the pool heat being turned off and you will forfeit your payment. Any problems with pool heating should be reported to the local management company immediately. 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.

### Security safe:

The safe is a security safe and will only protect valuables within from theft if used properly. However, the safe cannot guarantee complete protection against burglary or robbery. Therefore, the owner will not be held responsible for any loss or damage which may occur.

### **Use of the Villa:**

Only the persons named on the booking form are allowed to use the villa (this is a requirement of Florida State Law). The legal maximum occupancy for the villa is 8 persons inc. infants - if exceeded this will result in termination of rental agreement without refund of monies. We would like to remind you that for the enjoyment of future guests this is strictly a **NO SMOKING** villa and **NO PETS** are permitted.

### **Safety:**

Use of the pool is at your own risk. No diving is permitted - there are alarms fitted to all exit doors to swimming pool but guests are reminded not to allow unsupervised children to use the pool at any time.

### **Arrival/Departure:**

The rental commences at 4PM on the day of arrival and ceases at 10.00am on day of departure. Should you have a late flight it may be possible to rent the house for an additional day - please enquire 2-3 weeks before commencement of rental. All rentals are inclusive of electricity, water and local sales taxes, but not any required pool heating. Telephones are available for your use in the villa with local calls being free of charge.

### **Cancellation:**

In the event that you cancel your booking the following charges will apply:

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| More than 10 weeks before rental start date | - Loss of security/booking deposit            |
| Less than 10 weeks before rental start date | - 100% of rental cost, less security deposit. |

### **Travel insurance:**

The Owner does not accept any liability for injury, 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 is also applicable to people visiting the property as guests of the guest(s).

### **Complaints:**

We sincerely hope you do not have any!. But in the unlikely event that you wish to register a complaint during your holiday, contact the property management company immediately and follow this up with a letter. Give a copy to them and send us a copy on your return. Unfortunately we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability. Furthermore, the owner cannot guarantee that all the facilities described in advertisements of on websites will be available.