

# Terms & Conditions

- Your signature on the booking form or receipt of a deposit cheque or credit card payment confirms acceptance of the terms and conditions set out herein, and shall be binding on person(s) booking and intending to occupy the premises or any substituted premises
- No rental parties who are all under the age of 21 will be accepted.
- No pets allowed.
- For the comfort of guests our homes are non-smoking. Smoking is permitted on patio areas and other outdoor parts of the properties. Please use the ashtrays provided.
- All rental properties are registered with the relevant state authorities and are maintained in full compliance with all required legislation.

## **General.**

- Stays of six nights or less incur an additional cleaning fee, details on request.
- Generally, properties are available from 1600 hours local time for occupation.
- Departure time is 1000 hours local time unless agreed otherwise with either the Management Company or owners
- All bed linen, towels etc is provided. Beach towels are available at Regal Palms resort, so please don't remove towels from the properties there.

## **Payment Details**

- A non-refundable deposit of 20% of the total rental price is due within seven days of your initial reservation and property will be held for you pending receipt of deposit.
- If you book a property within 8 weeks (56 days) of occupation, the full rental costs must be paid to confirm the booking.

- Payments may be made by UK sterling cheques drawn on UK banks, or by US Dollar cheques drawn on US banks. Payments can be made by Credit Card direct to our management company, but will attract a 3% surcharge.
- Payment of the balance is due in full eight weeks prior to occupation date. On clearance of this payment, details of directions to, and access to the property will be forwarded.

## **Security/Breakages Bond**

- All property keys must be left in the security box each time you leave the property. Loss of keys will require the whole property to be re-keyed at your expense. Should you lock yourself out, the management company will attend and help you to gain access. They will charge for this service.
- A refundable security deposit/ breakage's bond of \$250 will be required on payment of balance of rental fee. This will either be repaid by cheque within 30 days of your departure, provided there are no breakages and you have returned keys as requested, or will automatically clear from your credit card account. The properties and inventory are checked prior to your arrival and after departure and our management company will inform you of any faults. These may include additional cleaning costs for spills, stains etc.
- The renter is responsible for any damage to the property, or breakage's or loss/theft to its contents and all items within the inventory. All damage and faults caused or found at the property on occupation must be reported to the management company at the earliest opportunity.
- We retain the right to deduct from the security deposit (either in part or full) to cover breakage, damage or non-return of keys (which may require the property to be re-keyed). Receipts for repairs/replacements will be provided in the event such deduction is made from the security deposit. 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 left uncovered. Spoiling and contaminated food can attract insects very quickly. Any added costs for pest control services incurred from lack of care with food may be deducted from the security deposit.

## **Safety and Security**

- Florida State Fire Regulations require that under no circumstances may more than the maximum number of persons identified on the booking form or as notified occupy the premises.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is not permitted in the pool area. Plastic glasses are provided.

## **Liability**

- The owners and their agents accept no liability whatever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the property, pool or spa/hot tub where provided
- It is the guests responsibility to ensure children are always supervised properly whilst in or about the property and pool areas.

## **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 owners in writing, within 14 days of the end of the rental period.
- If the problem has not been reported to the management company, the owners cannot accept responsibility.

## **Cancellation by Guests.**

**In the event of a cancellation, the following conditions apply: -**

<b>Cancellation Notice</b>	<b>Cancellation Cost</b>
8 to 5 weeks prior to arrival date	50% of the total charge
Less than 5 weeks prior to arrival	100% of the total charge

- Failure to pay the final balance eight weeks prior to arrival may result in loss of the booking and deposit. If we do not receive payment we will endeavour to contact the renter, but if we receive no payment or communication, then we will reserve the right to cancel the booking and retain the deposit.
- If you have a problem, PLEASE contact us as soon as possible to discuss the matter.
- We recommend that you take out holiday, injury, medical and cancellation insurance cover at the time of, or prior to booking.

## **Cancellation by Property owner or Management Company**

- In the event that circumstances necessitate cancellation of your booking, we will refund any monies paid by yourself ( without interest, compensation or consequential loss of any kind). We will, however, always seek to relocate your party in a property of similar or superior standard.
- The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by event beyond our control e.g. Floods, closure of airports, weather conditions or any like event, terrorism etc.

## **Disclaimer**

- **LIABILITY** – The property is privately owned and neither the Owners nor the Management Company accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects however caused.

- The Owners and Management Company reserve the right of entry at any time. This may include maintenance engineers, gardeners, and pest control and pool maintenance operatives.
- All information contained on web sites and in brochures is correct to the best of our knowledge. It must be understood, however, that the information is supplied for guidance purposes, and does not form any part of a contract between us.

## **Law**

- This contract is subject to, and shall be construed in accordance with the laws of the United States of America, and the parties hereby submit to the exclusive jurisdiction of the USA courts.

Properties managed by KDB Management. Tel: 001-407-566-4227