

www.floridacumbrianlakes.com
Terms and Conditions

Booking procedure, payment terms and remittance

Before submitting a Booking Form, guests should contact the Owner to check availability and price and obtain a provisional booking reference number. A completed Booking Form, a signed copy of these Terms and Conditions and a deposit cheque (for £100 per week) should then be sent to the Owner. Bookings made within 8 weeks of arrival are payable in full at the time of booking. Notification of a confirmed booking will only be given by the Owner when the Booking Form has been received and the reservation deposit has cleared.

Please note that in the event of cancellation by the Client (i.e. you) of a confirmed booking the deposit is NOT REFUNDABLE.

The balance is due 8 weeks before your arrival date at the villa. No reminder will be issued.

PLEASE NOTE: In the event full payment is not made, or the funds fail to clear by the due date, the Owner reserves the right to cancel the booking.

Should you wish to amend your booking, the Owner will make every effort to accommodate any requests; however, there may be a charge for this service.

Cancellation

You may cancel the booking at any time subject to cancellation charges. Cancellation must be in writing.

The following calculation charges apply to all rentals:

- Any cancellation 8 weeks or more prior to arrival - loss of full reservation deposit
- 2 to 8 weeks prior to arrival - 50% of total rental charge
- Less than 2 weeks prior to arrival - 100% of total rental charge

General rules, terms and conditions

1) Subletting, sharing or assigning is strictly prohibited under Florida State Law. Only the persons identified on the Booking Form are permitted to stay in the property.

2) Rental times are from 4:00pm on the day of arrival and the villa must be vacated by 10:00am on the day of departure. Failure to vacate the property by this time may result in additional charges.

3) You will be required to pay a Security Deposit, this deposit will be returned to you after your stay minus any charges for damage and breakages which are not considered "fair wear and tear" and for extreme use of utilities. This includes, but is not limited to, excessive cleaning costs, replacement or repairs to the property or any of its contents, the pool, pool deck or grounds. Extreme use of utilities includes, but is not limited to, excessive use of electricity (typically due to having air conditioning on with external doors open!) You will also be charged if any keys to the property are lost. Alternatively you can opt for a non-returnable damage insurance payment.

4) Any damages, breakages, accidents, or losses must be reported to the Management Company immediately.

5) Every effort is made to ensure that the property is in perfect condition for the duration of your stay. In the event that you find something missing or not working, please contact the Management Company immediately.

6) You must ensure that children are not left alone in the accommodation at anytime. Neither are they to be allowed access to the pool unless accompanied at all times by a responsible adult. You must ensure all door access to the pool area is kept closed and locked at all times whilst children are in residence for their safety. A pool safety fence and pool door child alarm are provided.

7) The swimming pool is a facility for which you are not charged, only the heating of the pool is chargeable and will be refunded pro/rata if for any reason, beyond our control, that the heater malfunctions. It is not possible to guarantee the temperature of the pool, which is to a major degree is dependent on the local weather. The swimming pool can be dangerous so children must be supervised at all times as the pool is around five feet deep at the deepest part. Guests must also exercise care on the surrounding surfaces which may be slippery when wet. Upon entering the villa from the pool area care must be taken as the tiled areas inside the villa will be slippery with wet feet.

No bubble bath or similar liquids are to be used in the pool.

For your own safety, glass, bottles and breakable dining or kitchen ware are not allowed in the pool area.

8) For your and others guests comfort, **the villa is a strictly non-smoking residence**. Smoking is only allowed in the garden and patio area. This keeps the villa clean and odour free, and avoids triggering the smoke detection/fire alarm system. Please do not drop cigarettes or ash into the pool, these may damage the filtration, sprays and/or heating system, the repair of which may result in a loss of your security deposit.

9) No Pets are permitted in the villa or pool area.

10) During your stay, access may be required for maintenance by our Management Company and other authorized personnel. It is expected you will give reasonable access to such personnel.

11) The Owner reserves the right to refuse admission or to remove guests from the premises who do not follow the booking conditions. If, whilst on the premises, guests contravene any federal or Florida State law, illegally possess or deal in controlled substances or are intoxicated, profane, lewd, or involved in brawling, indulge in bad language, mis-conduct or disturb the peace and comfort of neighbouring homes, or whom do not vacate the property at the checkout time (unless an extension of time has been previously agreed in writing by the Owner or Management Company), they will also be removed. Refusal of admission to or removal from the property shall not be based upon race, creed, colour, sex, physical disability, or natural origin. You are responsible for your own and your children's behaviour during your stay.

12) Insects and pests are inevitably present in the Florida climate. The villa receives regular pest control treatments. To minimize the risk of pests entering the villa, please do not leave doors or windows open longer than necessary. Please ensure the pool screen door remains closed.

13) In the unlikely event that the property becomes unavailable for any reason and the Owner has to cancel the booking, the Owner will make every effort to locate alternative accommodation for you. However, in any event the Owners maximum liability to you is limited to the Rental Amount paid.

14) Under all circumstances, the Owner, the Management Company and their respective Agents jointly and several, liability is limited to the rental price paid.

Cumbrian Lakes Community

Cumbrian Lakes is both a residential and holiday community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of Cumbrian Lakes. It is also a conservation area with lakes that encourage various forms of flora and wildlife, please do not drop litter or damage the environment. The wildlife here is protected. Care should be taken when walking around or near the lakes. Do not let children play near the lakes unsupervised for their own safety. Quiet time at Cumbrian Lakes runs from 9:00pm to 9:00am, please do not play loud music or engage in any noisy or outdoor activity which may cause inconvenience to your neighbours.

Liability

The Owner is not liable for any loss or injury resulting from the use of the villa or pool. The Owner, the Management Company and their respective Agents do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however so caused. Under no circumstances are the Owner, the Management Company and their respective Agents liable for any consequential loss whatsoever.

Force Majeure

As with any other vacation/holiday, there may be circumstances completely beyond the Owners control and contemplation, in which the property might not be available for your use. Such circumstances are referred to as Force Majeure. Compensation will not be payable if the Owners is obliged by force majeure to change or cancel your vacation/holiday. In these booking conditions, force majeure is, but not limited to, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, flood, adverse weather conditions, airport or travel closures or any other circumstances beyond the Owners control. Please note that the Owner cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of your accommodation by any authority over whom the Owner has no control. Similarly, you should be aware that there may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (i.e. swimming pools), unsuitable weather conditions and other circumstances beyond the Owners control. If the Owner is advised of this, the Owner will strive to inform you in advance, but cannot be held liable in such circumstances and will do his best to make alternative arrangements for you where possible. The Owner and/or the Management Company do not accept any responsibility or liability for any failure of services in the home regardless of how it may have occurred. It is the responsibility of the renter to inform the Management Company immediately of any problem or shortfall so that it can be corrected, and the Management Company will use reasonable effort to rectify the problem.

Description

All brochures, web site or other home/villa descriptions are made in good faith and every care taken to ensure their accuracy, but no liability will be accepted in the event of any error.

Accuracy of information

Care has been taken to ensure the accuracy of information the Owner has provided. However, facilities and services may not be open or available due to renovation/maintenance works, adverse weather etc. Where the Owner is aware that a facility or service advertised in the information provided will not be available during the period of your stay, the Owner will take steps, wherever possible, to notify you prior to travel. Some furniture may also differ to that advertised. The Owner reserves the right to reasonably amend any of the Terms and Conditions set out herewith.

THE OWNER STRONGLY ADVISES THAT YOU OBTAIN FULL TRAVEL INSURANCE COVER, WHICH OFFERS MAXIMUM PROTECTION AGAINST MEDICAL EXPENSES, TRAVEL DELAYS, DAMAGE OR LOSS OF GOODS AND CANCELLATIONS. THIS SHOULD BE OBTAINED PRIOR TO DEPARTURE.

Agreement (Please sign below to confirm that you accept the following statement)

I agree to be bound by these terms and conditions, and confirm that I will be responsible for any breach of these terms and conditions by myself or any member of my party, all of whom named on the booking form.

Signature of primary booking contact	Date
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