

TERMS AND CONDITIONS

Booking Form

The sending of the booking form confirms acceptance of the terms and conditions set out below and shall be binding on all persons stated on the booking form. I will confirm each booking as soon as possible after receiving the booking form and deposit and only on written receipt of this confirmation can the booking be treated as confirmed. Once the owners have confirmed the booking and the deposit is paid, the named person making the booking will be responsible for the total rental price of the property.

The completed booking form must show the names of all persons that will be staying in the villa. The signatory must be over age 21 and staying at the villa with the other persons shown on booking form. The signatory confirms that he/she has the authority of all other persons included on the booking form to make the booking on their behalf and that he/she has read and accepted these booking terms and conditions.

Booking Deposit

A non-refundable booking deposit of £350 is due within 7 days of your initial reservation to secure the booking. Your booking will be confirmed in writing on receipt of the deposit, the completed Booking Form and signed Terms & Conditions.

It is important to check that the confirmation shows the correct dates and costs.

Covid

If flights are cancelled or entry into the USA is prohibited then you will be given the option of either 1) to move your booking to new dates/year and incur any additional rate if they have been increased for a different year 2) claim of your insurance and a letter will be provided. If cancellation is made and flights or entry is not withheld, than as a gesture of goodwill will offer the dates to be moved and incur any rate increase or deposit will be withheld according to our 'usual' terms and conditions

Balance Due

Payment of the balance in full, plus a refundable security deposit of £250.00 or \$300.00, is due 10 weeks prior to the arrival date. On receipt, banking and clearance of the complete payment, the owners will send out an Directions, Door, Internet,

If the due balance is not paid at the prescribed time the owners reserve the right to cancel the booking. In this event, or if the booking is cancelled after the booking is confirmed, the deposit will be forfeited.

Rental Cost

The rental cost can be ascertained from the published tariff and may be subject to negotiated discounts or surcharges.

The rental cost is inclusive of electricity, water and local sales and tourist taxes, but not pool heating which is available at an additional charge. Telephones are available for your use in the villa with local calls being free of charge. All stays under 7 Nights will incur cleaning and tax of 12% added.

Security Damage Deposit

The sending of the booking form confirms the signatory's acceptance to pay for any damage of any kind caused by the signatory's occupancy of the property.

The damage deposit paid with the balance will be refunded within 7 days of the end of the rental period, subject to confirmation with the Management Company that the villa and its contents are in the same condition as the start of the rental period. Any damage, breakages, excessive use of utilities and/or leaving the villa in such condition that warrants extra cleaning will be made good from the security deposit along with an administration charge.

Apart from minor crockery and glassware breakages, all damage and faults caused or found at the house must be reported to the Management Company at the earliest opportunity. The signatory agrees to accept full liability for all loss or damage caused by any member of his/her party,

during the occupation of the villa and confirms that the full cost of repair or replacement will be met.

The owners reserve the right to seek recompense for all damages caused which may exceed the value of the security deposit.

Cancellation

If the holiday must be cancelled the signatory must cancel the booking in writing. The cancellation will become effective from the date the owners receive and acknowledge it and any cancellations are subject to a charge as detailed: 10 or more weeks prior to departure the booking deposit paid will be forfeited, less than 10 weeks the balance of the total charge will be forfeited. All refunds will be made direct to the person who initially paid. Please ensure you have adequate Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss. The owners will provide documentary evidence of your booking, the payment and the cancellation if required by the insurance company. In the unlikely event that circumstances beyond the owners' control force them to cancel the booking, they will refund all monies paid by the signatory without interest, compensation or consequential loss of any kind.

Payment Methods

Payment can be made by sterling or US dollar cheques mailed to the owner's UK address.

Alternatively, payment can be made by BACs/Zella transfer or wiring US dollar funds directly to the owners' bank account in Florida. Credit Card Charges are accepted in US\$ using MasterCard or Visa and a charge of 2% will incur.

Use of the Villa

Florida State Law requires that only the persons named on the booking form be allowed to use the rental villa. The legal maximum occupancy for the villa is 12 persons including infants - if exceeded this will result in the immediate termination of rental agreement without refund of monies.

Please note we will only allow a maximum of 10 people plus two infants to stay in the villa.

Any unauthorised occupancy by people not listed will be subject to immediate termination of the rental agreement without refund of monies. The property cannot be sublet or shared. No parties of guests who are all under the age of 25 will be accepted. No parties of all male or all female guests will be accepted unless agreed by the owner.

Vehicles and Parking

In accordance with the Calabay Parc Homeowners Association rules, cars must be parked on the drive and not on the roadside.

Arrivals and Departures

Check in time is from 4pm on the day of arrival and check out time is before 10am on the day of departure. These times can only be changed with the prior written approval of the owner. The owners will do their best to accommodate time changes but it may not be possible due to incoming guests and the cleaning services. Email for more information.

Alarm

Its up to the guest if they choose to set the alarm during their visit, BUT please note the owner receives notification from the Security system each time the alarm is armed and disarmed. However, It is the responsibility of the guest to set the alarm at departure and the owner is available to ask for details if you have disgarded them.

Smoking Policy

For the safety and comfort of all our guests smoking is not permitted within the property or in the sun deck and pool area.

Pet Policy

No pets are allowed.

Travel Arrangements

The clients accept full responsibility for making travel arrangements to ensure their

occupation of the property for the period reserved. No responsibility or liability is accepted in respect of loss or damage, or alterations to the dates caused by flight delays or cancellations, weather conditions, industrial disputes, terrorist activity etc.

All passports, ESTA's, visas, travel insurance and health certificates are the client's

responsibility and the owners accept no responsibility for any delay or expense incurred or any irregularities with your documentation.

Travel insurance is vital for you and your party, especially in the USA. Please ensure you have cover in place and that it is sufficient to cover your needs.

Pool Heating

Pool Heating is an optional extra arranged at time of booking or by calling the Management Company. Calabay Palms Villa uses an efficient pool heater, which can raise the pool temperature relatively quickly. Pool Heat needs to be retained by covering up when not in use.

Should the pool heater fail for any reason every effort will be made to repair the equipment.

If pool heat has been paid for, there will be a refund for the days without pool heat.

There will be no 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.

Guests are not permitted to touch the pool heater controls; any sign of tampering will result in the pool heat being turned off and the pool heat payment will be forfeited.

Any problems with the pool should be reported to the Management Company immediately.

Hot Tub

The hot time is between 85-95 degrees and **should only be turned on at time of use**. The hot tub **MUST BE** switched off at night and when leaving the villa. Electric costs soar and the Management/Owner have the right to withhold the damages deposit if the electric costs soar over the period of guests stay

Pool Service

The Management Company provide a regular pool cleaning service. The pool man will call from time to time to adjust the chemical balance of the pool water and clean the sides and bottom of the pool.

Pool Safety

Use of the pool is at each guest's own risk. No diving is permitted. All house exit doors to swimming pool are fitted with an audible alarm but guests are reminded to not allow unsupervised children to use the pool at any time. The owner or management company do not accept liability for any accident, injury or death because of the use of the pool and spa area.

Glass and crockery is not permitted in the pool area at any time. Plastic glasses and dishes are provided for your use.

Air Conditioning

In a sub-tropical climate, it is vital that doors and windows are kept closed always to keep out the heat and humidity. Failure to do this will result in excessive air conditioning electricity charges, which will be deducted from your security deposit.

The air conditioning controls have been pre-set and locked at a comfortable level. Guests are not permitted to adjust the air conditioning

controls. In Florida's humid climate it is all too easy to freeze up the air conditioning condenser units causing the system to fail. A frozen condenser unit will require the attention of a service engineer and the repair cost will be deducted from the security deposit.

Blocked Toilets

A blocked toilet is always an unpleasant experience. Florida sewerage systems are not designed to deal with sanitary napkins, baby wipes, diaper liners and disposable diapers. A blocked drain will require the attention of a drainage engineer and the clearance cost will be deducted from the security deposit.

Trash Collection

The trash is collected once a week from the bottom of the villa's driveway. The collection day is in the guest manual. It is best to take out the trash the night before in case the collection is made in the early morning. Please bring the trash can back on the same day of collection. Try not to miss trash collection, as uncollected trash can get very smelly in the Florida heat.

Cleaning

The property will be cleaned between lets. If you require extra cleaning during your stay, the owners can arrange it for you at an additional charge. Please leave the property in an orderly and undamaged state on departure.

Our home is treated on a regular basis to repel insects, but inevitably they will occasionally find their way inside the property. They are best eradicated by spraying with an appropriate product. The problem with these unwanted guests is greatly reduced if food or crumbs are not left on worktops, tables, floors, or in the pool area - it is advisable to clean up spills immediately.

Grill/Barbeque

The Grill/Barbeque will be checked after guests leave and before new guests arrive. Cleaning must be done after use. If not cleaned, then the Management/Owner has a right to deduct \$50/£34 for additional cleaning costs.

Construction

The Lead guest is hereby made aware that on many estates there may be other homes under construction. The owners and Management Company will not accept liability for complaints by noise or disturbance within the vicinity of the property.

Owners Access

The Owners or their Management Company shall be allowed access at any reasonable time during your stay, but will attempt to make contact beforehand.

Data Privacy

The owners will treat all client personal data in commercial confidence, and only hold from booking until the end of USA Financial year end

Liability Limitations

The owners will not be held responsible for loss or delay, however caused beyond the owners' 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 (this list is neither exclusive or exhaustive).

The owners do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused because of use of the pool, gas barbecue or villa. It is the signatory's responsibility to ensure that children are always supervised properly around the pool and inside the villa. Glass or crockery is not permitted within the lanai, sun deck and pool areas.

The owners accept no responsibility for guest's property while they are in the villa or the pool area. The owners accept no responsibility for lost,

misplaced or stolen property, which guests may have left in the villa or its surroundings. The safes and alarm are there for you to use if you so wish. Use of the combination safe is free but is used entirely at the guest's own risk and the owner and management company do not accept any responsibility for any loss or theft from it.

The owners and the Management Company cannot accept responsibility for the sudden failure of villa equipment but will take reasonable action to rectify any such failure upon notification by the guests. The owners and the Management Company cannot accept responsibility if the pool heater cannot reach optimum temperature due to adverse cold weather conditions.

In the unlikely event that circumstances beyond the owners' control necessitate a cancellation of the rental agreement the owners reserve the right to cancel any booking at any time and would only be liable to refund monies already paid by the client. This will be the full extent of the owners' liability in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, however arising.

Complaints

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, as requested to the Management Company the owner cannot accept any responsibility.

Code of Conduct

Calabay Parc is a short-term rental community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of Calabay Parc. Please do not use the swimming pool, play loud music or engage in any activity that 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, residents of Calabay Parc or damage to any property, the owners or their Management Company reserve the right to terminate your

rental agreement immediately and forthwith. The owners or their Management Company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action. The lighting of fireworks is against the law and can result in legal action.

Law

This contract is subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts.

Website and Brochure Description

Whilst all information supplied on the website and in our brochure, is believed to be correct and to the best of our knowledge, it is understood that the information supplied

Thank You

Nicole and Steve Griggs