
Crib/high chair/stroller required - Please indicate YES _____ NO _____

Pool heating required £100 / \$150 per week - Please indicate YES _____ NO _____

Total cost for villa rental: £ / \$ _____ Enclosed: £ / \$

Deposits can be made by bank transfer (please ask for details) or cheque. Please make cheques payable to **Mr R Borrell & Mrs B Borrell**. Bookings are not accepted until deposit of £200 / \$400 has been paid. If paying by cheque please write your name and address on the reverse of cheque and contact us by email for the address to send it to.

Terms & Conditions

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

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increases. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g. Gas, water and electricity (excludes pool heating unless otherwise stated).

NOT included in our rental prices: a) Flights b) Car Hire c) Holiday insurance d) Pool heating

1) Bookings are valid after:

1. The booking form has been completed and signed and received by the Owner and
2. The appropriate deposit has been received
3. The booking has been confirmed in writing by the Owner to the Guest.

2) The person, who signs the Booking Form certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be aged 21 years or over. Bookings cannot be accepted from parties of young people under 21 years of age.

3) A **deposit of £200/\$400** must accompany bookings, which is non-refundable. UK residents may pay monies due by cheque or bank transfer. Non-UK residents payments can only be accepted by bank/wire transfer in either GBP or US dollars. Upon clearance of the payment, the booking is confirmed.

The **balance** must be paid eight weeks prior to the commencement of the holiday along with a **refundable Security Deposit of £150/\$300**. We reserve the right to treat the bookings as cancelled if we do not

receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply.

The security deposit will be returned to the Guest (by cheque/check in the currency in which it was paid) up to 6 weeks after the completion of the holiday as long as no damage or loss is reported by the Owners Management Company. If damage is reported that costs in excess of £150/\$300 we reserve the right to claim this off the Guest.

In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10/\$20 to cover the bank charges and our administration costs.

4) If the Guest wishes to cancel the booking s/he should advise the Owner immediately by telephone followed by confirmatory letter. The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:

30 – 60 days notice: 50% of the rental charge

Less than 30 days notice: 100% of the rental charge

5) In the unlikely event that circumstances beyond the Owners control necessitate the cancellation of the rental agreement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

6) The Guest agrees to-

- 1. To take good care of the property and leave it in a clean and tidy condition at the end of the Rental.**
- 2. To take good care of the property and all its furnishings, fixtures and fittings.**
- 3. To set the security alarm whenever leaving the property.**
- 4. To bag all rubbish/trash before leaving the property.**
- 5. To report any damage, loss, problem or concern immediately it is discovered to the Owners Management Company in Florida. Failure to do so will make any subsequent claim invalid.**
- 6. To permit the Owners or their Agents reasonable access to the property to carry out any maintenance if necessary.**
- 7. Not to sublet or share the property except with persons nominated on the Booking Form.**

7) The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owners Management Company will be sole arbitrators on cause of damage or loss.

8) No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

9) The property is available after 4.00pm on the day of arrival and must be vacated by 10am on the day of departure unless otherwise arranged. Failure to comply with this may result in extra rental charges which the Guest agrees to pay. Alternative times **must** be arranged at time of booking or before final payment is made.

10) 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 waiver is also applicable to people visiting the property as guests of the Guest(s).

11) The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

12) Guests may use the swimming pool/hot tub at their own risk. Clients using the pool/hot tub or its surrounding areas do so at their own risk. All guests should read and comply with the hot tub rules positioned in the lanai area. **It is the responsibility of an adult member of the party to ensure that**

children are always properly supervised when in the pool/hot tub and surrounding areas. The Owners, their servants or agents will accept no responsibility for any loss or personal injury incurred from using the pool/hot tub or its surrounding areas.

Pool heating will be switched on on the day ordered and may take some time to heat the pool to optimum temperature. Having ordered pool heating, the Owner is not responsible for the weather and, if it is warmer than expected, pool heating still has to be paid for.

Like you, we have no control over the weather! We are unable to guarantee the water temperature with pool heating as this will depend on the prevailing weather conditions.

The heater is a mechanical device, as with any mechanical device it can be subject to electrical/mechanical failure. If such an occurrence was to happen, 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.

13) 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.

14) As owners of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owners control.

Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

15) The maximum occupancy is **8** persons for the villa and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

16) **Strictly no pets or smoking are allowed in the villa at any time.** Please note that contravention of the above will render your booking void and all moneys will be forfeited.

i) We have a strict **NO SMOKING** policy inside the house. Guests are welcome to smoke on the pool deck, provided that ashtrays are used and stubs/butts are carefully disposed of. If the management company find any evidence of smoking inside the house during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee – this will include but it is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a “clean air” fee, to replace all air conditioning filters and de-odorising costs.

ii) We have a strict **NO PETS** policy. If the management company find any evidence of pets during your stay this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee and pest control charges – this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorising costs.

17) Our villa is situated in a quiet residential area consisting of approximately 50/50 rental homes/US families. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.

18) Vehicles and Parking – In accordance with the Orange Tree Homeowners Association rules, no truck or van, boat, trailer, recreational vehicle, commercial vehicle or other types of non passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on Orange Tree.

19) Whilst guests privacy is always respected, the owner, management company or their agents reserve

the right to gain access to the property at any time.

20) 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 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 rental 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.

21) British citizens staying for less than 90 days should hold a full British passport, which is valid for at least 180 days following their entry to the U.S. All non - U.S. visitors must have a valid ESTA registration, <https://esta.cbp.dhs.gov> All other nationalities should contact the US embassy for further information.

22) Your name, the names of the rest of your party and your contact details will only be held by ourselves from date of booking and up to 6 months after your visit. These are kept locked in a cabinet. All emails held are on password protected equipment. We do not pass your information onto anyone else. Only your name (no other personal details) will be passed onto our management company.

IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR

I agree to pay the balance eight weeks prior to departure (or immediately together with the deposit and refundable security deposit of £150/\$300 if your stay is within 8 weeks of booking).

I accept the Terms & Conditions attached on behalf of myself and my party. I am over 21 years of age.

X

Signed

X

Date

Please sign the above and return by post (contact us by email for the address to send it to) or by email to:

rayandbabs@citrusretreat.com