



## **BOOKING TERMS AND CONDITIONS**

The terms and conditions for booking our villa are listed below. Please keep this sheet for your reference.

### **BOOKINGS**

The signing of the booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list). Everyone occupying the property must be listed on the booking form, including small children. This is Florida State law and must be adhered to. The accommodations cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property.

No parties where the eldest guest is under the age of 25 will be accepted. No pets are allowed. For the comfort of guests this is a no smoking villa.

To ensure comfort, security and peace of mind, our home is registered with the state authorities and is in full compliance with all relevant legislation.

### **RENTAL PERIOD**

The rental period generally consists of a Saturday to Saturday booking, however other periods are occasionally available (please ask for details). Midweek bookings may incur a 10% surcharge. Stays of 5 nights or less will incur a cleaning fee of £50. The villa is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am on the morning of departure. Vacating after 10.00am may incur a charge equivalent to one day's accommodation cost unless previously agreed with the owner. Guests can arrange to arrive earlier or depart later if the villa is empty.

### **PAYMENT**

#### **Bookings 8 weeks or greater prior to arrival date**

Together with your completed booking form, a non-refundable deposit of £100/\$175 per week is due within 7 working days of your provisional booking. Confirmation of your booking will be sent within 7 working days of receipt of your deposit. Payment of the balance is due 8 weeks prior to your arrival date.

#### **Bookings Less than 8 weeks prior to arrival date**

Together with your completed booking form Payment of the balance will be required to be settled in full. Confirmation of your booking will be sent within 7 working days of receipt of payment

**N.B. A refundable security deposit of £250 / \$300 per stay is required to be settled by cheque along with overall balance payment when due, including any Extra Requirement (if applicable)**

Please note :- Upon receipt of Balance Payment we will send out directions and our lock box number for Skylarks villa .

## **METHOD OF PAYMENT**

### **UK RESIDENTS :-**

Payments are only accepted by cheque in Pound Sterling, details are provided on our Rental Booking form,

### **NON UK RESIDENTS :-**

Payments are only accepted in US Dollars by Personal/Traveller cheque to our Management company, details regarding making payment will be provided at the time of the provisional booking being taken. An option of Bank Wire Transfer will be considered, although additional admin. fee would apply for each transaction, Please note for security reasons a copy of the completed booking form in this instance would be required to be submitted prior to any proceeding with the transfer.

## **SECURITY DEPOSIT**

The client is solely responsible for any damage or breakage's that may be caused to the property or its contents during their stay. We require a refundable security deposit to be paid at the time the balance payment is due. This deposit will be repaid to your party 30 days after receipt of the keys and satisfactory inspection of the villa by the Management Company. Our local management company checks the home before your arrival and after your departure and will advise us of any faults/discrepancies.

These may include additional cleaning costs for removal of stains due to spillage's and scuffs. We reserve the right to retain the security deposit (either in part or full) to cover damage or non- return of keys. Receipts for repairs / replacements will be provided in the unlikely event that such retention of the security deposit is required. We reserve the right to pursue a guest, for recompense, for any and all damages caused which may exceed the value of the security deposit and will require payment within 14 days of being served notice of this.

Florida has a sub tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.

All guests are expected to be responsible regarding the use of Air Conditioning and other electrical appliances, any excessive bills incurred during the rental period will be deducted from the security deposit. Further claims may be pursued where these costs exceed the security deposit

## **CANCELLATION BY GUESTS**

In the event of your party needing to cancel, the following conditions will apply.

- 5-8 weeks prior to departure 50% of the total charge to offset the discount that we will need to re-book the property at short notice.
- Any cancellation within the final 5 weeks will regrettably result in loss of the whole booking fee (not including the security deposit)

Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavour to contact the guest, but if we receive no payment or communication, then unfortunately we reserve the

right to cancel the booking and retain the deposit. If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.

**We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.**

**CANCELLATION BY THE OWNERS**

In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However the Management Company will always seek to relocate your booking to a villa of a similar or superior standard.

Any cheque in respect of payment, not honored by the bank, will result in the booking being jeopardised. However, we will make every effort (the owners) or our agents to notify those concerned in order to resolve the matter. Should no resolution be possible, we reserve the right to cancel the booking and, if already received, retain any deposit paid.

**Force Majeure** : The owners and their agent accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond the owners control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

**SAFETY & SECURITY**

To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property. The swimming pool is used entirely at the guest's own risk. No diving is allowed and children must be supervised at **all times whilst in the pool area. Glass is not permitted in the pool area at any time.** Please use the plastic items provided.

**CODE OF CONDUCT**

Mission Park is primarily a residential community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of Mission Park. Please do not play loud music or engage in any activity which 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 Mission Park or damage to any property, we (the owners) or our management company reserve the right to terminate your rental agreement immediately and forthwith. We (the owners) or our 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

**COMPLAINTS**

In the unlikely event of a problem arising whilst you are on holiday (relating to our villa) you should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with our villa is paramount to us and should you consider that the matter is of a serious nature, we ask you to contact us direct within 14 days of your departure from our villa. However, if the problem has not been reported to the Management Company then we cannot accept any responsibility.

**DISCLAIMER**

LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

The owners and their agents reserve the right of entry at any time. (This includes such workers as pool maintenance, gardener's etc)

Brochure description : whilst all information supplied in the brochure is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

#### **LAW**

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

#### **PRIVACY AND DATA PROTECTION**

All information passed on by clients, such as, booking forms or email address, will be used solely for the purpose of renting the villa. Any details received WILL NOT be passed onto any other agencies or third parties what so ever and we will at all times respect the privacy of our clients.

If for any reason you wish to contact us, please do not hesitate to do so, details below:-

Sharon or Andy :- +44 (0) 1543 876 716  
Deborah or Gary :- +44 (0) 1543 879 133

E-mail :- [sales@skylarksvilla.com](mailto:sales@skylarksvilla.com)  
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