

# Villa Gardenia – West Stonebridge Booking Form

David & Pamela Gardner, Tel: +44 (0)1243 374854, Email: gardner\_dave@hotmail.com

Please note that the booking will only be valid when this form is fully completed, signed and returned to us with the non-refundable deposit.

Lead Contact		
Name:		
Address:		
E-Mail Address:		
Tele Day:	Tele Eve:	Mobile:
Date From:	Date To:	No Nights:
Additional Guests		
Title	Full Name	Age if under 21

Total Villa rental Cost: £/\$

Enclosed: £/\$

I am over 21 years of age; and as the Lead Contact & Signatory, I agree to pay the balance of the booking ten weeks prior to departure. I also accept the Terms & Conditions set out below and shall be binding on all persons stated on the booking form. Each booking will be confirmed by the Owner, as soon as possible after receiving the booking form and deposit. Please make cheques payable to David Gardner. Bookings are not accepted until a deposit of £200 or (USD) \$320 has been paid; would you please ensure you write your name and address on the back of the cheque.

Lead Contact - Print Name:.....

Signed: .....

Date:

Please sign above and return by post with your deposit to: David Gardner, 52 Christopher Way, Emsworth, Hampshire PO10 7QZ. UK. **For USA residents**, by agreement, I can accept payment via EFT to my US bank or by posting a Cheque to my US Bank.

# Villa Gardenia – West Stonebridge Terms & Conditions

## Booking - Terms & Condition

### *Villa Gardenia- West Stonebridge*

#### **Terms & Conditions**

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

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;

#### ***Bookings:***

- 1 We reserve the right to increase or decrease the prices of accommodation at any time. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking (we will only keep this open for three days). 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 increase. 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.
- 2 Bookings are valid after:
  - 2.2 The booking form has been completed, signed and received by the Owner;
  - 2.3 The deposit has been paid;
  - 2.4 The booking has been confirmed in writing by the Owner to the Guest;
- 3 The person, who signs the Booking Form (the Lead Contact), 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 21 years or over. Bookings cannot be accepted from parties of young people less than 21 years of age.
- 4 A non-refundable deposit of £200 / \$320 must accompany the booking form; upon clearance of the payment, the booking is confirmed. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £20 / \$35 to cover the bank and administration costs.

- 5 A binding contract between us comes into existence when we despatch our confirmation invoice to the Lead Contact. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or in connection with your stay will be dealt with by the Courts of the United Kingdom.
- 6 Once the Owners have confirmed the booking to you, the Lead Contact & Signatory on the booking form, will be responsible for the total rental price of the property, as agreed. The remaining balance of the agreed rental cost, along with a refundable Security Deposit of £200 / \$250, must be paid ten weeks prior to your departure. If the full balance of the rental cost is not paid as in accordance with these booking conditions, we reserve the right to cancel your booking. In these circumstances your reservation deposit will be forfeited.
- 7 The sending of the booking form confirms your acceptance to pay for any damage of any kind caused by your occupancy of the property. The cost of repairs and/or replacements will be deducted from your security deposit. The security deposit will be fully refundable after your departure from the property, providing there are no claims against it. In the event of any excess damage of any kind, excessive cleaning costs by our agents or excessive use of electricity (caused by leaving external doors open with the air conditioning on) the Lead Contact on the booking form will be held responsible for all additional costs which exceed the security deposit.
- 8 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 pets are permitted. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adults. The Owners reserve the right to refuse admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid. The property is fully licensed for short-term rentals in Florida and the Owners have no flexibility in this matter.
- 9 Providing the Owners receive written notice of cancellation not less than 10 weeks prior to the actual booking date, the signatory will not be liable to pay the full balance but the non-refundable reservation deposit will be forfeited. It is the responsibility of the Lead Contact to ensure that the signed cancellation letter reaches the Owner. Email cancellations are not acceptable.. If the cancellation is received after 10 weeks prior to the start of the holiday the Lead Contact is liable to pay the full balance of the final invoice. If the Owner is successful in re letting the property for all or part of the reservation period, the full balance or the part balance of the final invoice will be refunded. The Owners reserve the right to cancel any bookings providing written notice is given and any balance paid refunded. In the unlikely event that circumstances beyond our control, necessitate cancellation of the booking, we will refund any monies paid to the Lead Contact. (Without interest, compensation or consequential loss of any kind). Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available. **Note:** Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.
- 10 The safe in the Villa is used entirely at the guests own risk

- 11 All persons stated on the booking form are responsible for the care of the property and are expected to take reasonable care of it including the locking of all doors, topping up of pool water (as required) and ensuring the security alarm is activated whenever the property is unoccupied. At the end of the rental period, all utensils, carpets, furnishings, walls, fittings must be left clean and tidy. It is the guest's responsibility to notify the Management Company immediately of any sudden equipment failure so that reasonable action can be taken to rectify the situation.
- 12 The property is available after 4:00PM. on the day of arrival and must be vacated by 10:30AM on the day of departure. Failure to comply with this may result in extra rental charges which the Lead Contact agrees to pay. Note: the alarm company are instructed to change the codes shortly after 10:30 so please be prompt.
- 13 Complaints: in the unlikely event that you wish to register a complaint during your holiday, immediately contact the property Management Company, you must then follow the verbal complaint with a letter. Give a copy of the letter to the Management Company and send us a copy on your return. Unfortunately we are not always able to control the components of your rented 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.
- 14 The Owners and the Management Company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of all accommodations and amenities including the pool is entirely at the user's own risk. Children must be supervised by responsible adults at all times when using the pool. Glass or crockery is not permitted within the pool area. The Owners or Management Company cannot accept any liability for any loss of rental time due to; travel problem, flight delays or cancellations, industrial disputes, for the loss of main services nor for the consequences of the actions or omissions of persons who may control the 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 or sudden failure of villa equipment or any events outside our control including any form of Force Majeure.. If the pool heater cannot reach optimum temperature due to adverse cold weather conditions the Owners or the Management Company cannot accept liability. If villa equipment fails we will take reasonable action to rectify any such failure upon notification by the guests. Furthermore, it is possible that some construction work may take place in the area of new homes. The Lead Contact should establish the status of the development prior to booking.
- 15 As with any other holiday, there maybe circumstances completely beyond our control and contemplation, in which the property might not be available for your booking. As Owners of the property: we, our servants or agents, will not be liable for any loss or delay, occasioned by any but not limited to the following: hostilities, strikes, riots, political unrest, war, the threat of war, terrorist activities, industrial disputes, fire, flood, weather, Force Majeure, or technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the Owner's control.
- 16 IT IS STRONGLY RECOMMENDED THAT ALL GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR. Such as but not limited to; adequate protection against delays, cancellations, for luggage, personal belongings, cover for loss of holiday during the hurricane season and adequate medical insurance for the USA.

- 17 West Stonebridge is a quiet community. The actions of all members of your party should not interfere with the enjoyment of other holidaymakers or residents of West Stonebridge. Please do not use the Swimming Pool, play loud music or engage in any activity which may cause inconvenience to your neighbours after 11.00pm 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 or residents of West Stonebridge 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.
- 18 British citizens travelling on the visa waiver scheme should hold a full British passport, which is valid for their stay in the U.S.A. All other nationalities should contact the U.S. Embassy for further information.
- 19 This rental villa is designated as a "No Smoking" villa, and all Guests agree to totally refrain from smoking inside the villa. In the event that neutralization of smoke odours from cigarettes, cigars, pipes or other smoking materials is required, or in the event that burn marks from cigarettes, cigars, pipes, or other smoking materials are detected, the cost for elimination of those odours or repair of the burn marks will be deducted from the Security Deposit.
- 20 The villa is equipped with PlayStation2 and other game equipment for your use. Whilst we endeavour to have this available for guests, routine maintenance may mean that we have to withdraw it from use at short notice. We accept no responsibility whatsoever for this. We ask that you do not try and tamper with any of the game equipment. The PS2 is thoroughly checked after every guest leaves the villa and you risk losing your Security Deposit if any tampering is found with the PS2.
- 21 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
- 22 An additional fee will be levied if the Guest requires the pool to be heated during their stay;
  - 22.2 Pool heating will be switched on the day ordered and will take some time to heat the pool to optimum temperature. In cold weather the guest may prefer to have the heating switched on the day before they arrive;
  - 22.3 Having ordered pool heating, the Owner is not responsible for the weather and, if it's warmer than expected, pool heating will still have to be paid for;
  - 22.4 The solar blanket must be used when the pool is not in use (especially at night) or the heater will not function correctly;
  - 22.5 The heater is an electro-mechanical device, as with any such device it can be subject to electrical or mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. If the guests have paid for pool heat, then we shall refund only the days you are without pool heat. We cannot and will not refund anything that has not been paid for;

- 23 Florida has a tropical climate; this includes pests and these are to be expected. Although pest control is regularly carried out at our Villa, it is possible that some may appear. As we have done all we can to try to ensure that this may not occur, please note that we accept no liability whatsoever for the presence of any pests. In order to try to avoid these entering our Villa, please place all unwrapped food in the refrigerator provided and ensure that the container is adequately sealed. Do not leave sweet food unwrapped. Close all doors, including the garage door, when these are not being used. Please contact our management company immediately in the event of any pest appearance so that these can be dealt with speedily and professionally.
- 24 Notwithstanding the above Terms and Conditions; The Guests agree:-
- 24.2 To take good care of the property and leave it in a clean and tidy condition at the end of the holiday period they have the villa booked;
  - 24.3 To report any damage or loss immediately it is discovered, to the Owner's Management Company in Florida;
  - 24.4 The Owner's Management Company will be sole arbitrators on cause of damage or loss;
  - 24.5 To permit the Owner or their Agents reasonable access at any reasonable time during your stay;
  - 24.6 Not to allow **unsupervised** children to use the Swimming Pool Jacuzzi or Pool Area;
  - 24.7 Not to render the Pool Area door alarms inoperable on the doors leading from the house through to the Pool Area. This is illegal and strictly forbidden;
  - 24.8 Guests use the Swimming Pool and Jacuzzi entirely at their own risk. They should always observe the safety rules listed in the Information and Safety Book held in the villa and observe the safety notice displayed in the Pool Area;
  - 24.9 **NO GLASS** or crockery is permitted in the Pool Area at any time. Plastic glasses & plates are provided for your use poolside;
  - 24.10 Not to smoke inside our Villa. Within the boundary of the villa, guest may only smoke on the pool deck and are requested to use the ashtrays provided;
  - 24.11 If you become aware of a pest problem inside our Villa, sprays such as Raid can be purchased locally. If the problem is more widespread, you must inform our Management Company immediately so that the appropriate treatment can be initiated;

## **END of Terms & Conditions**