

Cayo Villa

Terms and Conditions

Introduction

Please ensure that you read and understand the following terms and conditions pertinent to your villa rental. If you have any queries, please do not hesitate to contact us. Submission of a booking form by you is your express agreement to all of the following.

Your holiday home rental includes accommodation as booked including services i.e. water, electricity, television, internet access, all linens/towels, pre and post rental cleaning and local telephone calls. Not included in our rental prices are flights, car hire or holiday insurance. Spa/Pool heating can be arranged at additional cost, as can the local hire of high chairs, cots/cribs and barbecues.

1. **Provisional Booking** - dates may be reserved by telephone or email and will be held for 7 days pending receipt of a completed booking form and full deposit or full payment as appropriate. Only the people named on the booking form are allowed to stay in the villa. The Florida State Law prohibits subletting, sharing or assigning. Any person not shown on the booking form will be asked to leave.

2. **Booking Deposit** - a Booking Deposit of £150 (\$250 or €190) per week is required with the completed booking form. Confirmation of booking will normally be made within seven days of receipt of deposit. Once the booking is confirmed the deposit will be non-refundable but will be deducted from the full rental amount due.

3. **Security Deposit** - a Security Deposit process is mandatory in case of any breakage, damage, inventory loss, excessive cleaning, extraordinarily high use of utilities or any tampering with the pre set air conditioning / pool heater controls. An imprint of a credit card must be provided at our local Management Company offices when the villa keys are collected on arrival. A charge of up to US\$250 will only be made if there is a problem following post-departure inspection of the villa by our local Management Company.

4. **Final Account** - at the time of confirmation, an account will be issued showing the balance due. This will show how much is owing and the final date for payment which is eight weeks prior to the date of arrival in the villa. Bookings made within eight weeks of arrival in the villa are payable in full at the time of booking. Full details of key collection and other relevant information will be sent to you after payment has been received.

5. **The owners** reserve the right to cancel the booking if payment is not received by the due date.

6. **Cancellation Charges** - We hope it will not be necessary for you to cancel, but should you need to do so, it is important that we are notified immediately, in writing. The security deposit is not subject to cancellation charges and would be refunded (less any costs). The following cancellation charges will be applied:

More than eight weeks before due arrival date Booking Deposit forfeited
Between 4 and 8 weeks before due arrival date 50% of total cost forfeited
Less than 28 days before due arrival date 100% of total cost forfeited

However if we are able to re-let the villa for the dates cancelled a repayment may be made to the client at the owners discretion.

7. Amendments - any amendments to confirmed bookings can be made at the owners' ultimate discretion and at the client's written request.

8. Arrival/Departure - all rentals commence at 4.00pm on the day of your arrival and end at 10.00am on the day of departure. The villa will be cleaned before your arrival and again on your departure. All rentals are inclusive of electricity, water and local sales taxes but not pool heating which if required is charged separately. A telephone is available for your use in the villa, with all USA & Canada calls being free of charge, however you will need a credit card to be able to make international calls.

9. Force Majeure - the owners or owner's agents cannot accept, be responsible for, or be liable in respect of loss, damage or changes caused by force majeure (e.g. strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, tornadoes, hurricanes, problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner's or agent's control). Suitable travel insurance should be taken out by the client. In the unlikely event of a complaint during your stay please contact the local Management Company as soon as possible.

10. Liability - The owners or owner's agents do not accept any liability whatsoever for death, personal injury, accidents, loss of or damage to persons or personal property howsoever caused.

11. Pool Heating - if this is required, it must be requested at the time of booking as it does incur an additional charge due to the large amount of electricity required to maintain the temperature. The extra charge will be added to the final balance. In the event of pool heating being requested and paid for the owners cannot guarantee the exact temperature of the pool water as this will vary due to a number of factors, the main one being the prevailing weather conditions.

12. Inventory Items - there is a full inventory of items in the villa and nothing must be removed from the home, including linens and towels. Any breakages or damage must be reported to the Management Company ASAP.

13. Insurance - as advised above it is the client's responsibility to take out adequate holiday insurance to cover all eventualities such as cancellation, accident, sickness etc.

14. Cots/Cribs, Highchairs and Gas Barbeques - these can be supplied by the Management Company and the costs should be checked when booking.

15. Smoking - the villa is strictly non-smoking. Furthermore, if at the end of the rental period the Management Company discovers that smoking has occurred in the villa then the Security Deposit will not be returned.

16. Neighbourly Conduct - this villa is a privately owned home on a private residential estate. Please ensure that you act in a neighbourly and courteous manner towards your neighbours. Whilst we do not wish to curtail your enjoyment in any way, we do request that noise be kept to a minimum during

early mornings and late evenings, particularly around the patio and pool. Excessive noise will almost certainly lead to a visit from the local security officer and could even lead to your party being excluded from the property without refund.

17. Acceptable Guests - we reserve the right to cancel any booking where we believe that the information supplied to us concerning the identity of any or all persons listed on the booking form is incorrect or untrue - this can be on the day of arrival and is at the discretion of the Management Company. The party leader agrees not to sub-let, share or assign the property to any persons not authorised by the owner. Please ensure that we are notified of any changes to the original booking as unauthorised persons staying at the villa will cause the whole party to be excluded from the property without refund.

18. Pets are not permitted. Pets, including small dogs (non-shedding or otherwise), cats and other mammals or birds are not allowed in the villa under any circumstances.

19. Safety - the owners of the property or their agents cannot accept any responsibility whatsoever and howsoever caused for injury or damage caused as a result of the use of the pool and the surrounding area. Clients are specifically requested not to allow children to use the pool unless supervised by a responsible adult. A young child pool safety fence is provided. Please note that tampering with pool equipment and door alarms is a criminal offence.

20. Insects - Florida is a tropical state and as such insects and small creatures are inevitable and are not a cause for complaint. Their presence is no reflection on the cleanliness of the property. The home is treated regularly as part of a pest and termite control program. We advise you to keep all windows and external doors closed whenever possible; not only will this help to keep bugs from the property, but it will also enable the air conditioning unit to function more efficiently.

21. Internet - For your convenience the villa offers free wireless access to the internet. Directions on how to connect are located in the guest information book within the villa and also in arrival instructions. Should you have difficulty with connecting to the internet, please call our Management Company for assistance. Please do not reset the modem or router as there will be an additional charge. In the unlikely event that you have problems with connecting, if it is found that our wireless access is working properly and you need further assistance with your computer, our Management Company will be happy to assist. For these services there is an hourly charge and a minimum service call fee which has to be settled by you locally.