

Appledore



Terms and Conditions

2009/10 Edition

**Please read carefully before signing and
returning the last page to us.**

Terms & Conditions

These terms and conditions form the basis of the contract between the parties in relation to the booking of Appledore at Legacy Park, Davenport, Florida. The lead member of the rental party (you) must be 21 years of age or over, understand that by signing the booking form, accepts these terms and conditions on behalf of all persons named there after. Payment of the deposit and acceptance of the booking by the owner of the villa (us) will then form a contract between the parties. You (on behalf of all persons named on the booking form) will then become responsible for payment of all money due in relation to this booking.

Deposit A non-refundable deposit of \$300.00 (£300.00) accordingly is payable at the time of booking. Should it be necessary for us to cancel for any reason a full refund will be given.

Balance of payment The balance of the rental payment is due no later than 8 weeks prior to the start of the rental period. One reminder will be sent two weeks prior to this final payment date. Should payment not be received by the due date we reserve the right to cancel the booking, without further notice, and no refund or compensation will be given for the cancellation of the booking.

Price Guarantee the price of renting the premises is fully guaranteed and no surcharges will be added to the cost shown, once a security deposit has been received and cleared.

Security Deposit A security deposit of \$300.00 (£300.00) is payable by you at the time of the final balance. This will be refunded upon confirmation from our management company that no damage has been sustained to the villa, its contents or facilities. Damage includes, but is not limited to, damage to the villa or its contents or facilities and replacement of items removed. Should it be necessary for items to be replaced or additional cleaning in the case of spillages, smoking, etc the cost will be deducted from the security deposit, and the balance returned in due course. We reserve the right to claim expenses in excess of the security deposit if appropriate. All relevant receipts in relation to these expenses will be produced upon request.

Party Size The maximum capacity that this property is licensed for is 12. 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 accommodation will not be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adult. The property is fully licensed for short-term rentals in Florida. We reserve the right to refuse admittance or evict guests (under chapter 509 Section 141) if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

Guest Responsibilities Guests have a number of responsibilities in relation to rental of Appledore, for which you will be held responsible, as follows:

- There is no smoking permitted anywhere in the villa, including the pool area.
- No pets are permitted at the villa at any time. Except guide dogs and registered hearing dogs.
- All villa doors and windows must be kept closed when the air conditioning is switched on.
- Care must be taken to keep food and garbage covered at all times to avoid pest and infestation problems.
- The villa must be fully and properly secured when unoccupied.
- Glass is not permitted anywhere in the pool or surrounding area, plastic dishes and containers are provided.
- Children should not be allowed to swim unaccompanied.
- Children under the age of 18 must not be left un-supervised in the villa during the rental period.
- Diving in the pool is strictly prohibited.
- Guests must not engage in activities that disturb other renters or residents. If complaints are made about this and upheld by our management company, guests will be asked to vacate the villa immediately, without any compensation or refund of rental charges.
- The pool cover must be fitted overnight and at any time when the pool is not being used if pool heat is turned on.
- Use of equipment in the garage is at own risk. Young children should be supervised at all times.
- It is the guest's responsibility to notify the management company immediately of any equipment failure so that reasonable action can be taken to rectify the situation.

Code of Conduct Your vacation home is based in a residential community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents. Please do not use the swimming pool, play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.30pm or before 7.30am. 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 resident or damage to any property, we reserve the right to terminate your rental agreement immediately and forthwith. We will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

Cancellation by You Notice of cancellation must be given in writing. E-mail or telephone message is not sufficient. Cancellation charges will be payable as follows:

- More than 8 weeks - loss of deposit
- Less than 8 weeks - 100% of the balance of rental charges

Cancellation by Us If, due to circumstances beyond our control, cancellation by us of the villa booking becomes necessary for any reason (including but not limited to destruction or damage to the property), we will refund all payments made in full and will make every attempt to assist you to book an alternative villa through our wide network of villa owners. We do not accept liability for any other payment by way of compensation, damage or otherwise (including but not limited to refund of airfare, tickets or car hire) in relation to such cancellation.

Force Majeure we accept no responsibility or liability whatsoever for any loss or damage or alteration to the terms of the booking caused by events beyond our control (but without prejudice to the generality of the forgoing) war, civil commotion, flight delays or cancellations, adverse weather conditions, fire, flood or industrial dispute.

Arrivals and Departures Guests can access the villa from 4pm on the day of arrival and must vacate by at 10am on the day of departure. It may be possible to extend these times and it may therefore become necessary to charge an additional fee. This must be made clear at time of booking to prevent any misunderstanding. Guests entering or remaining at the property before or beyond these times will become liable for rental charges and any compensation due to any other party being unable to gain entry, whether this be other guests or cleaning contractors

Insurance, Passports & Visas It is your responsibility to ensure that each person in your party has adequate travel insurance, to include, but not limited to, medical assistance, damage to or lost/stolen luggage and belongings and cancellation charges. It is also the sole responsibility of each guest to ensure that they have a valid passport and ESTA visa to permit entry into the United States. Should any guest be refused entry to the US, no refund of rental charges or compensation will be payable by us.

Owner Access We reserve the right, by ourselves or by our management company or any other authorised agent; to enter the property at all times to check for damage, for necessary maintenance or cleaning or in response to complaints from neighbouring renters or residents. The pool and garden may require routine attention during your visit. Our contractors or agents will do everything reasonably possible to ensure that this does not interrupt your enjoyment of the villa.

Complaints or Problems If you need assistance or have any problems in relation to the property, its contents or facilities during the rental period, please contact our management company immediately. Full details of how to contact them is available in the information pack at the property. If appropriate, please also contact us on your return from holiday to deal with any issues. However, failure to advise our management company in Florida at the time any issue arises may severely compromise our ability to resolve the issue. We want you to have an enjoyable holiday and will do everything we can to ensure that this happens, but if you do not tell us about problems, we can't resolve the matter.

In the unfortunate event that you have a problem relating to the property our management company has a 24 hour emergency number. This can be found in the information pack at the villa. Please contact them immediately and they will attempt to resolve the matter promptly. We would like you to have a wonderful holiday and should you chose to wait until you return to contact us it would be to late for anyone to rectify the problem. If however, you have contacted them and they fail to respond we would very much like to know in order that we can look into this.

Disclaimer We do not accept, nor does our management company on their behalf or on our behalf accept, any responsibility whatsoever for any loss, damage, death or injury sustained by any guest from the use of the property or any of its contents or facilities. It is your responsibility to ensure that all members of your party adhere to all of the safety instructions and exercise due care throughout the rental period

Contract This contract is governed and shall be interpreted in accordance with English law and the parties hereto shall both submit to the jurisdiction of the Osceola Courts.

Please sign below and return this page to us along with you booking form.

By signing below you hereby agree to the terms and conditions as laid out in this document.

Signed

Print Name

Date