



We are confident you will have a wonderful holiday, however please take time to read the following terms and conditions to help avoid any problems before, during or after your stay.

Terms and Conditions

IMPORTANT INFORMATION : PLEASE ENSURE YOU HAVE READ AND AGREE TO THE TERMS & CONDITIONS BEFORE SIGNING THE BOOKING FORM.

Booking

An initial reservation can be made by telephone or e-mail and will be held for 7 days. Completion and return of the booking form and full deposit will secure the booking. By signing the booking form, the party leader confirms acceptance of the Terms and Conditions, and that the terms and conditions shall be binding on all persons stated on the booking form.

Reservation Deposit

A reservation deposit to secure the booking is required in full with the completed booking form. This deposit is non-refundable in the event of cancellation, but will be deducted from the full rental amount due.

Confirmation

Each booking will be confirmed by the owner, as soon as possible after receiving the booking form and deposit and only on receipt of this confirmation by you will the booking be treated as confirmed. Once the owners have confirmed the booking to you and you have paid a deposit, the named person on the booking form will be responsible for the total rental price of the property, as agreed.

Balance Of Payment

The remaining balance of the agreed rental cost, and any additional charges (e.g. pool heating – see prices) must be paid 8 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.

Refundable Security Deposit

A security deposit will be collected by our management company, on arrival at their office, prior to release of the keys. A credit card will be required for this deposit. The security deposit will be fully refundable after your departure from the property, providing there are no claims against it. Any loss or damage will be determined by our management company, who will undertake a detailed inventory of the property before and after you stay.

The signing of the booking form confirms your acceptance to pay for any loss or 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. In the event of any loss or damage of any kind, excessive cleaning costs required or excessive use of electricity (caused by leaving external doors open with the air conditioning on) the named person on the booking form will be held responsible for full reimbursement of all additional costs in excess of the security deposit within 14 days of your return. It is in your interest to report any damages to the management company sooner rather than later in order to minimize repair and/or replacement costs, and to reduce the risk of liability for injury to another party, and/or loss of future income to the owners, which may result from such damages.

Cancellations

Providing the owners receive written notice of cancellation not less than 8 weeks prior to the actual booking date, the signatory will not be liable to pay the full balance. It is the responsibility of the signatory to ensure that the signed cancellation letter reaches the owner. Email cancellations are not acceptable. The reservation deposit will be forfeited. If the cancellation is received after 8 weeks prior to the start of the holiday the signatory 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 as appropriate.

Responsibilities

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 closing and locking of all doors and windows, 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, or any risk to the property that they become aware of so that reasonable action can be taken to rectify the situation.

In the unlikely event of any complaints during your stay, please contact the management company immediately. Their contact details will be in the property. The owners cannot accept any responsibility for any problem not reported to the management company, as requested.

Occupancy

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 property is fully licensed for short-term rentals in Florida. 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.

Smoking/Pets

For the safety and comfort of all our guests smoking is not permitted within the property. No pets are allowed.

Liability

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 or any events outside our control, including any form of Force Majeure. The owners and the management company cannot accept responsibility for the sudden failure of villa equipment but will take immediate reasonable action to rectify any such failure upon notification by the guests. If the pool heater cannot reach optimum temperature due to adverse cold weather conditions the owners or their management company cannot accept liability.

Arrivals and departures

The villa will be available for occupancy from 4pm on the date of arrival and must be vacated by 11am (prompt) on the day of departure.

Insurance

The owners strongly recommend that all members of the Party are covered by travel insurance that carries adequate protection against delays and cancellations, and have adequate medical insurance for the USA, and for your luggage and personal belongings.

Force Majeure

As with any other holiday, there may be circumstances completely beyond our control and contemplation, in which the property might not be available for your booking. Examples of these circumstances include (but are not limited to) destruction of or severe damage to the property. Such circumstances are referred to as Force Majeure. In the event of Force Majeure the owners will do their best to make alternative arrangements for you where possible. If they cannot, or if the alternative arrangements are not acceptable to you, then they will refund all monies paid. This will be the full extent of the owner's liability to you in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, howsoever arising.

Owners Access

The owners or their management company shall be allowed access at any reasonable time during your stay.

Unacceptable Behaviour

Cumbrian Lakes is 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 Cumbrian Lakes. Please do not play loud music or engage in any activity which may cause inconvenience to your neighbors 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 Cumbrian Lakes or damage to any property, the owners or their management company reserve the right to terminate your rental agreement immediately and forthwith and instruct all guests to vacate the property without notice. 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.

Air Conditioning

The property is fully air conditioned for your comfort, however, the air conditioning unit will freeze over if external doors and windows are left open for prolonged periods. Please therefore keep all external doors and windows closed as much as possible to avoid costly repairs. You will find the air conditioning has been set to a comfortable temperature when you arrive, and should not need adjusting.

Acceptance

I agree to the above terms and conditions on behalf of myself as signatory, and all members of my party, as listed on my booking form.

Name:

Signature:

Date: