

Booking Terms and Conditions for luxuryvilla.com

1. Booking - The signing of the booking form confirms the acceptance of the terms and conditions set out below and shall be binding on the persons intending to occupy the premises. A booking between the owner and person making the booking is only valid upon receipt of a completed, signed booking form accompanied with the appropriate deposit (£153 / \$300 per week booked). All provisional bookings will be held for seven days. • Under U.S.A law all members of the traveling party must be named / included on the booking form. We must be notified prior to your departure if there are any alterations to the original party member's names by fax, letter or e-mail.

2. Deposit/Balance Due - All correspondence will be sent to applicant named at the address specified on the booking form. The booking is not accepted until you receive an acknowledgment from our office. The applicant must pay £100 (\$300) per week booked (this will be deducted from your final balance). Within 8 weeks of commencement of the rental period, please send the total rental cost plus £102 (\$200) security deposit. All balances must be paid in full with the security deposit 8 weeks prior to the commencement of your rental period.

3. Cancellation - In the event that you have to cancel your confirmed booking or you fail to pay the full amount due by the Due Date as described above, the following charges are applicable. Cancellations by you must be in writing by the Main Contact or the legal representative.

Timescale (prior to Arrival Date)	Charges
More than 8 weeks	The security deposit
8 - 6 weeks	50% of Rental Amount
6 - 4 weeks	75% of Rental Amount
4 weeks - arrival date	100% of Rental Amount

Please note the booking deposit is non-refundable, however if we can re-book the cancellation dates, any monies paid would be refunded (excluding deposit). We strongly recommend that insurance be taken out at the time of booking, to cover possible cancellation. The security deposit will always be returned.

4. Security Deposit - In addition to the reservation deposit, a security deposit of £102 (\$200) must be paid prior to departure by you regardless of the length of your stay. This is to cover any possible damage / loss / excessive cleaning to our property that is incurred during your rental period. Any such occurrence during your stay must be reported immediately to our management company in Florida. We reserve the right to use either part/full amount of the security deposit to recover our losses. If the damage/loss exceeds this amount you will be liable for additional costs. On confirmation from the management company that no loss / damage has occurred during your stay, we will refund you the total security deposit which will be paid within 4 weeks of your departure from our villa.

5. Insurance - We strongly advise that you have adequate holiday insurance for all traveling members to cover the total rental period. ***You are advised to take out your own travel and medical insurance.***

6. Liability - We do not accept any responsibility or liability for death, personal injury, accidents, loss or damage to persons or personal effects however caused. We cannot accept liability for acts of omissions, or changes to third parties such as airlines, car hire companies etc. We do not accept any responsibility for and shall not be liable in respect of loss, damage or changes caused by Force Majeure events (e.g., natural disasters, strikes, closure of airports, war or threat of war, weather conditions, terrorist activity, fires, and floods or any other event beyond or control) It should be pointed out that as many communities still have ongoing building and construction work in progress, over which we have no control whatsoever, the Owners and their representatives accept no responsibility and no compensation or any other payment will be made to any Guest in respect of any disturbance, annoyance, inconvenience or any other problems that may be caused or created by or in response to any such building or construction work being carried out within the community. Guests specifically requiring information regarding building or construction work affecting the villa should request this information before booking. Glass is not permitted around the pool and **all children must be supervised while near or in the pool, no diving is allowed; all occupants use the pool at their own risk.**

7. Pool Heat - If pool heating is required, this may be requested at the time of booking and paid for with the final balance. There is a supplement charge of £54 / \$105 per week for pool heating which is recommended during the months of October through to March. If whilst occupying our villa and you require the pool heating turned on, this will be charged at the local rate + call out fee. If the pool heat is requested and paid for, we cannot guarantee the temperature of the pool as this will vary according to several factors the main ones being the correct use of the pool blanket when not in use and the prevailing weather conditions.

8. Responsibilities - It is the responsibility of each Guest to read and understand the Welcome Packet information that is sent out with final payment. It is also the responsibility of each guest to read the "Guest Information" Book located in the Villa. The Villa will be professionally cleaned prior to Guests' arrival and again after the Guests' departure, but we kindly ask that the Villa is left in an orderly state before leaving. It is the Owner's responsibility to ensure that the Villa is available for the Guest for the times requested and that it has been prepared in readiness for the Guest's arrival. In the unlikely event of there being a problem with the Villa, its contents, running or operation, including any community problems, the Guest should contact our Management Company in Florida, (details of which will be supplied prior to departure). Only the Management Company is able to resolve problems regarding the Villa during the rental period.

9. Availability - The villa will be available from 4:00 pm (EST) on the day of arrival and the villa must be vacated by 10:00 am (EST) on the day of departure. These times may be varied by prior arrangement if circumstances permit. An early arrival or late departure will incur a fee of £30 / \$50.

10. Tampering - It is essential that guests do not tamper with the controls for the air – conditioning/heating unit, sprinkler systems or the heating controls for the swimming pool heater. Adjusting these systems could cause extensive damage and you will be held accountable for any damage caused.

11. Smoking/Pet Policy - Please Note: Our villa operates a no smoking and no pet's policy.

- This keeps our villa both odor and pet allergy free for our guests. If our management company discovers evidence of smoking or pets in the villa, this will be taken into account when assessing your security deposit refund. Smoking is permitted around the pool deck and garden areas. Your co-operation is very much appreciated in this matter

12. Keys - There are two ways to obtain keys to our Florida villa. Either the directions to the villa, keys or door code will be forwarded to the applicant named at the address specified on the booking form 2 weeks (approx.) before departure providing the final payment has been received. Or, the keys will be at the villa inside a lock box. You will be given a code with directions on how to get the keys from our Management Company. Client will obtain keys to the premises via a lock box. The code will be provided to the client prior to their arrival.

13. Complaints. Should a problem arise relating to the premises the Client should contact the Company's representative. Details are enclosed in the information folder which will be found on arrival at the premises.

14. Documentation. All passports, visas and health certificate requirements are the Client's responsibility. The Company accepts no responsibility for any delay or expense incurred through any irregularity in such documents.

15. Brochure Descriptions. All brochure descriptions are made in good faith and every care is taken to ensure their accuracy, but no liability will be accepted in the event of any error or misprints.

16. Contract. This contract is governed and shall be interpreted in accordance with American law and the parties hereto shall both submit to the jurisdiction of the American courts.

By accepting the booking and fees as paid, the renter accepts and agrees to abide by these conditions as printed above.

I am authorized on behalf of all persons on this booking form to sign and I am over 21 years of age.

Signed by main contact _____

Print _____

Date _____