

## **PALM HOUSE**

### **Terms and Conditions**

#### **Booking Conditions.**

- A booking cannot be confirmed until we receive a completed booking form, signed Terms and Conditions and the appropriate non-refundable deposit or payment.
- Final balance is due 8 weeks before departure. We reserve the right to cancel any booking where the balance is overdue and to claim the appropriate cancellation charges incurred.
- For a booking made within 8 weeks of departure immediate full payment is required.

#### **Security Deposit.**

- On payment of the final balance a security deposit of £200.00/\$300.00 will be required. This deposit is returnable, subject to deductions to cover the charges mentioned.
- The client agrees to have charges for the following deducted from the security deposit;
  - Loss or breakage of inventory items
  - Damage to the property, its contents or equipment.
  - Cleaning costs other than those normally incurred in connection with occupation of the premises.
    - Excessive telephone / utility charges.
    - Cleaning of BBQ/Grill
    - Removal of excess trash
- If damage is reported that costs in excess of the Security Deposit we reserve the right to claim this off the Guest.
- In the event of charges being made you will be notified in writing, otherwise the deposit will be returned within 28 days of your return on confirmation from our management company that the property has been left in the same condition as on your arrival.

#### **Cancellation.**

- If, for whatever reason you wish to cancel your booking, we must be notified in writing.
- The period prior to departure within which cancellation notice is received will result in the following cancellation charges;
  - Prior to 56 days before departure.....Loss of deposit only.
  - Within 56 days of departure.....Loss of total booking fee.
- In the unlikely event that circumstances beyond the owners control necessitate the cancellation of the rental arrangement, we the owners reserve the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Client.

#### **Liability.**

- Nothing in this clause or these terms will limit the Owners liability for death or personal injury caused by the gross negligence of the Owners.  
Subject to the preceding sentence, the Owners (including the Management Company) accept no liability whatsoever for ;
  - i] Death, ii] Personal injury. iii] Sickness,iv] Accident, v] Delay,vi] Loss or damage of luggage/personal effects,vii] Any other misadventure which may occur whilst renting our accommodation, howsoever else caused
  - It is the guest's responsibility to exercise a duty of care at all times and party leaders should ensure that all their party follow all the comprehensive operational and safety instructions relating to the use of facilities and equipment, familiarize themselves with the fire procedure displayed in the home and confirm all persons using Palm House are adequately covered by appropriate personal theft/accident/injury/public liability insurance.
  - Parents are responsible for their children's safety.  
All equipment and goods that are provided , for babies and children, are therefore used entirely at the parents own discretion and risk.
  - The owners and their management company accept no responsibility for and shall not be liable for failure of equipment in the property. After notification of equipment failure the management company will rectify the problem in a reasonable and timely manner.

- No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control 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.
- A high speed Internet connection is provided for guests use. Please note that this service is provided FREE to guests. The owners will use their best endeavours to ensure that the service is available for use, but cannot be held responsible for any failures, or non-availability, of communication lines, hardware or software.
- Please bear in mind that the villa is situated on a development consisting of residential and vacation homes, therefore the owners and their management company cannot be held responsible for any construction, alterations to houses or any noise or nuisance as a result there of on or around the development.

#### **. Personal Accounts**

If you log in to personal accounts on devices in the home, such as the PS4 or TV, please remember to log out before your departure. We cannot be held liable should you forget to do so.

#### **Pool safety**

- Use of the pool/spa is at your own risk.
- No diving is permitted and guests are specifically requested not to allow unsupervised children to use the pool/spa or surrounding area at any time.
- Care must be taken when entering the villa after using the pool, as tiled and laminate floors will become slippery when wet.
- No glassware / breakables are to be taken into the pool area.

#### **Force Majeure.**

- The owners accept no responsibility for and shall not be liable in respect of loss or damage or changes caused by FORCE MAJEURE events (e.g. war, riots, strikes, fire, flood, natural disasters, closure of airports, weather conditions) or any other events beyond the owners control.
- Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

#### **Pool Heat**

- In the event that pool heat has been requested the owners cannot guarantee the temperature of the pool, as this will vary according to various factors, the main one being the prevailing weather conditions. The pool blanket must be used at all times when the pool is unoccupied and the heater is on (especially overnight).
- In the event of pool heater breakdown or other circumstances beyond our control, our management company will do their best to rectify the problem. In such an event our liability will be limited to refunding pool heat payment for the number of days the heater is out of action only – no other compensation will be paid.
- There is to be NO tampering with pool heater controls or pool door alarms.

#### **Telephone charges**

- Telephone charges using a credit card are very expensive. Guests are strongly advised to call the operator to check rates before making a call using this method, as no liability can be accepted by the owners for excessive charges.

#### **Use of villa**

- The rental commences at 4pm on day of arrival and ceases at 10am on day of departure. Unauthorised early arrival or late departure will incur the charge of an additional days rental fee at the current rate.

- Only the persons named on the booking form are allowed to use the villa and please note that contravention of this clause will render your booking void, all moneys paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
- It is a condition of renting Palm House that whenever the property is unoccupied during your stay the security alarm must be set and all doors and windows locked . If an incident occurs and it is found that you have not followed these rental requirements, you may be liable for any loss or damage which ensues from your omissions.
- No gas or charcoal barbecues are allowed. An electric grill/BBQ is provided but this must be cleaned thoroughly before your departure. Should it require cleaning by our management company their fee for this will be deducted from the security deposit.
- PLEASE make use of trash collection days during your stay as any excess trash which does not fit in the bins on departure day will need to be removed by our Management Company. This trash removal incurs a fee (\$50/£35.00) which will be deducted from your security deposit.
- We have a strict NO SMOKING policy inside the house. Guests are welcome to smoke on the pool deck, provided that ashtrays are used and stubs/butts are carefully disposed of. If the management company find any evidence of smoking inside the house during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, to replace all air conditioning filters and de-odorising costs
- We have a strict NO PETS policy. If the management company find any evidence of pets during your stay this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee and pest control charges - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorising costs
- To prevent damage to the air conditioning unit, all external doors and windows must be kept closed while the air conditioning is on.
- Guests are requested to give consideration to neighbours when using the pool and surrounding area. Our villa is situated in a quiet residential area consisting of approximately 50/50 rental homes/US families. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.
- Under no circumstances should guests park on the road or the grass, neither is overnight parking allowed anywhere except in garages or on the driveways. As we have a games area in the garage the double driveway is the only place parking is permitted. It is not allowed for RV's, boats or trailers to be parked on Crescent Lakes at any time.

### **Pay Per View TV**

The guest agrees to pay all charges for programmes ordered during their rental period.

### **The guest agrees;**

- To pay the FULL cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss).
- To take good care of the property and leave it in a clean and tidy condition at the end of the holiday.
- The guest agrees to report any damage or loss immediately it is discovered to our Management Company.
- Any damage or deficiency found on arrival must be reported to the Management Company within 24 hours of arrival . Failure to do so will make any subsequent claim invalid. Thereafter any damage or deficiency found following the guest's departure will be attributable solely to the lead guest and their party.
- To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary.
- Not to sublet or share the property except with persons nominated on the Booking Form.

### **Pests/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 program.
- We advise guests to keep all food products wrapped and stored away, and crumbs and spillages cleaned up to help to prevent attracting them.

### **Complaints**

- We sincerely hope you do not have any! ...
- Things do occasionally go wrong and we promise you we shall make our best endeavours to rectify faults to your satisfaction.
- You must inform our management company immediately in order that the problem can be rectified as soon as possible.

### **Travel Insurance**

- We strongly advise all our guests to take out Travel Insurance for your whole party, which includes cancellation charges cover (UK guests are also advised to take out a policy which includes medical cover) as soon as you have booked any part of your holiday or vacation. If you choose not to do this, you need to be aware that you will personally be responsible for payment of any cancellation charges which may become due.

### **Governing law**

- This agreement shall be governed by and construed in accordance with English law and any dispute arising out of, or in connection with, the terms of this agreement shall be subject to the exclusive jurisdiction of the English courts.

### **Completion of the Booking Form**

- The person, who completes the Booking Form confirms that he or she has read, understood and accepts the booking terms and conditions and that he or she is authorised by all members of the party to accept them on their behalf including those substituted or added at a later date.
- The person completing the Booking Form must also be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from people under 21 years of age.