

BOOKING TERMS AND CONDITIONS

Background

1. These are the Terms & Conditions under which we agree to provide rented holiday accommodation to the Client.

Definition

2. The following terms shall have the following meanings for the purposes of this agreement: 'Accommodation' means villa "Orlandojoy" the property to be provided to the Client for the Holiday Period.

Reservation Deposit

- 3 A non refundable deposit of US\$300 or equivalent in GBP or Euros is required at the time of booking for each week booked.
- 4 The balance payment is required 10 weeks prior to arrival. Payment can be accepted in US Dollars, GB pound or Euros
- 5 Only those persons named on the booking form may use the property.

Cancellation

- 6 If you have to cancel your holiday the cancellation must be made in writing by the party leader who has signed the booking form. Cancellations are subject to a charge as detailed:
 - a. 70 days or more notice – loss of reservation fee;
 - b. 70 – 56 days notice – 50% of rental charge;
 - c. 55 – 42 days notice – 75% of rental charge;
 - d. 41 days or less – no refund.
- 7 Guests are **strongly advised to takeout adequate holiday insurance to cover cancellation, accident/illness or damage.**
- 8 Check in time is after 4.00pm on arrival day and check out time is no later than 10.00am on the last day as shown on the booking form.
- 9 Any changes of these times will be made only by permission of Michael or Estelle Costen. We will do our best to accommodate but it may not be possible due to incoming guest and the cleaning services.
- 10 Failure to leave the house by 10.00am on the day of departure will result in an extra half day's rental charge being deducted from your security deposit.

Security Deposit

- 11 When you arrive at the villa you will find that our Management Company has left you a form for completion. This will include a request for credit card details. The credit card details will be required to guard against any damage caused to our villa during your occupancy When the form is

completed you should telephone the Management Company on the number provided and they will liaise with you for a suitable time to collect the form. The party leader agrees to accept full liability for any loss or damage caused by any member of their party. Our villa has a file containing instruction manuals for equipment placed in the villa and it is in your own interest to read through this.

- 12 Where a charge has to be made, details of the reason will be provided to you in writing.
- 13 Guests using our villa are responsible for all damage (whether accidental or not) and missing inventory items occurring during their stay and the cost or repair/replacement or of exceptional cleaning charges – please note that you will be invoiced and held accountable for any bills to repair said damage.

The Villa Occupancy

- 14 Any unauthorised occupancy by people not listed on the holiday confirmation may be subject to immediate termination of the rental agreement.
- 15 The property cannot be sub-let.
- 16 We regret no pets allowed.
- 17 Smoking indoors is not permitted in our villa. Smoking is allowed in the garden, patio and pool areas. The Villa is fitted with smoke detectors which will activate if guests attempt to smoke anywhere inside the villa.
- 18 A charge for a deep clean will be made for any evidence of animals or smoking inside the property.
- 19 A charge will be made for loss or damage to keys.
- 20 The property will be cleaned prior to your arrival, and after you have departed. If you want extra cleaning during your stay, we will arrange it for you but there will be an extra charge.
- 21 When you are leaving the property please leave it in an orderly state as it is our home and we would like everyone to enjoy their stay and appreciated how nice it is.
- 22 If you have any problems please let our property manager help you, she is there on our behalf to make sure that you enjoy our villa, and all its amenities.
- 23 The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemicals levels. Should this occur during your stay it will be necessary for you to be out of the pool for a period of 12 hours for health and safety reasons.

Maintenance

- 24 Our entire home is maintained by the local management. All breakages, accidents, problems and losses must be reported as soon as they occur so that they can be attended to. As with any home appliances these will, from time to time, malfunction and may need repair – the local management will use their best endeavour to have any problem rectified as quickly as possible. Repair times may be dependent on third parties such as utility companies. Access to the rental home may be required by authorized maintenance personnel during your stay.

Complaints

- 25 Things do occasionally go wrong and we promise you we have every faith that our Management Company shall make their best endeavours to rectify any faults to your satisfaction whilst you are

at the villa. If you do not bring your complaint to their or our attention whilst you are on holiday you will not have allowed us the opportunity to resolve your problem –in these circumstance we will not be able to assist with you complaint and we cannot try to put things right for you after you have returned home. Whilst we cannot accept responsibility for the actions or omissions of the Management we will take any complaint seriously.

Limitation of Liability

- 26 The owners do not accept responsibility or liability for accident, injury illness, loss of property or theft that is sustained during the rental period. The owners accept no responsibility for guest's property whilst they are in the villa or the pool area; we also do not accept responsibility for lost or misplaced personal property which guest may have left in the villa.
- 27 The owners do not accept liability for loss of mains services nor for the consequences of the actions or omissions of the persons who control supply of mains services.
- 28 The property is only covered for liability insurance.

Force Majeure

- 29 The owner will not be liable for problems or delays caused by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, tornadoes, hurricanes, transportation problems, airport closures, weather conditions or any other event beyond our immediate control. We suggest that you take out adequate travel insurance to cover such eventualities **for all members of your party.**

General Points:

- 30 Swimming pools are great fun; however they are an obvious source of DANGER especially for young children. We cannot accept any liability whatsoever for any injury caused as a result of using the swimming pool. You are particularly advised NEVER to allow children to use the pool and around the pool area unsupervised.

Liability

- 31 In the event of any problems whatsoever the total liability will be limited to the rental amount paid by the guest.

Agreement:

I confirm I have read the booking terms and conditions and by signing this booking form agree to be bound by them.

Signed.....

Dated.....2014

Print Name.....

Please return the completed form to: Email: michaelcosten@btinternet.com or Post / Fax

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