

ROTONDA SUN

TERMS AND CONDITIONS

Contract of Hire

The hiring contract shall be between Clients/Hirer/Guests and the Owners of the property. They shall be deemed to be made subject to these Conditions of Hire. The contract of Hire is not effective until the client receives a written confirmation of booking. The Villa is a registered non-smoking property; therefore **smoking is prohibited inside this house**. The Villa is fitted with smoke detectors which will activate if guests attempt to smoke anywhere in the home. For your safety the Villa has a fire alarm system which is remotely monitored. Sorry no pets are allowed.

Initial Payment

Bookings will be confirmed upon receipt of the required deposit payment and the signed booking form. However, if the booking is made within two months of the holiday commencement date the full amount of rental and security deposit will be required on booking.

Security Deposit

A returnable deposit of \$300.00 is required, to be paid with balance of the rental. This is to be held as security against return of keys, garage door opener, inventory damage, excess cleaning costs, long distance telephone calls where applicable, etc. This deposit will be returned to the client subject to a satisfactory inspection by the management company.

Balance Payment

The balance of hire will be due two months before the holiday commencement date. We reserve the right to cancel a holiday where full payment has not been received eight weeks prior to the holiday commencement date. Booking made with eight weeks of departure require FULL pre-payment.

Confirmation of Booking

Once a confirmation has been issued the hirer is responsible for the total price of the property rental as shown on the confirmation. Signing of the booking form constitutes acceptance of these terms and conditions by the client.

Cancellations

Provided we the owners receive written notice of cancellation not less than ten weeks before the holiday commencement date, the hirers will not be required to pay the full balance, the amount of the deposit however, will be forfeited. All cancellations must be notified in writing at the earliest opportunity.

In the event of you having to cancel your booking the following charges will apply:

More than 8 weeks prior to departure	-	deposit only
Between 6 — 8 weeks prior to departure		50% of rental
Less than 6 weeks prior to departure	-	100% of rental

If we are able to rebook our home then we will refund all monies paid to us by the hirer except the initial deposit.

Liability

We cannot accept liability for the acts or omissions of our principals over whom we have no control (such as airlines, car hire companies, rental management companies etc.) The property owners cannot accept any liability whatsoever for any injury sustained by guests or any other visitors to the home or swimming pool or for any loss for damage, howsoever caused, to any property brought to the premises. All information concerning the properties is checked to ensure the accuracy of descriptions. However, we are not always able to control all of the components of the facility and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability. It is expressly agreed upon that we will hold harmless the Owners, their representatives or agents, for any accident, injury or distress, financial claim or claims of any sort, that may result from any such accident, injury or distress by the tenant or any other person however so caused or incurred. There is the potential for villa construction to be taking place in the area. The Owners of the hired property cannot accept any responsibility for noise or inconvenience from such works.

Party Size

Under no circumstances may more than the agreed number of persons booking occupy the property. **We reserve the right to refuse admittance if this condition is not observed.**

Conduct

We ask that you act in a considerate and courteous manner to your neighbors. We expect you to have fun but we also request that noise be kept to a minimum during early mornings and late evenings, particularly around the patio and pool.

The Pool

There is a pool heater that can be switched on at an extra cost. We are happy to arrange this for you should you require it. In occasional severe winter conditions it is possible that the pool heater may not be able to maintain the water at a temperature of 82 degrees - this does NOT constitute a malfunction. ANY issues with the pool heating should be directed to our local management company whilst you are in attendance at the villa so that they can deal with your concerns. There is a pool blanket which will help to maintain the pool temperature when used.

The Villa complies with Florida law on pool safety. For further information please read the instruction manual in the villa or call the local property manager. **Guests are required to supervise children at all times in the pool area.**

Client Responsibilities

The client is responsible for the property, and is expected to take all responsible care of it. All equipment, utensils, furniture and carpets etc. must be left clean and tidy at the end of the period. A charge may be incurred after your departure should excessive cleaning be required or for excessive use of electricity or improper use of the air conditioning system. This may be deducted from the security deposit.

Damage

All damages and breakages are the responsibility of the client, and their costs shall be refundable on demand. Where the amount concerned is less than \$300 it may be deducted from the security deposit.

Arrival and Departures

The property will be available from 4 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure unless otherwise stated by or agreed with us.

Amendments

If after booking you decide to alter any details we will do our utmost to make the requested change provided that we are informed at least eight weeks prior to arrival.

Changes or Cancellation by Owners

Whenever possible all changes will be advised to you without delay. Should circumstances beyond our control require us to cancel a booking we will, where possible make alternative arrangements. Should these prove unacceptable, and once instructions have been received in writing from you, you will receive a refund of all monies paid, but excluding any monies expended on your behalf.

Force Majeure

We accept no responsibility for and shall not be liable in respect of loss or damage or changes caused by force majeure events (e.g. strikes, fire, flood, closure of airports, weather conditions) or any other event beyond our control.

Insurance

The client is strongly advised to take out adequate insurance cover. **Never travel without adequate insurance.** We are not responsible for any deaths, injuries, illness or loss or damage to property including motor vehicles or to that of any guest however caused.

Conditions of Carriage

These booking conditions are subject to the conditions of carriage of your road, rail, airlines or sea carrier when you travel with them to or from your holiday destination and these contain certain conditions which limit or exclude liability.

Website/Brochure

The brochure is a guide to the quality and description of the properties, but layouts may vary. We reserve the right to make modifications which are shown to be necessary in the light of operating experiences. In the event that unintentional errors, mistakes or omissions occur, we cannot accept liability for these details.

Price Guarantee

The prices quoted are subject to change. However, if you pay for your holiday in full at the time of booking, there will be no increase in prices or surcharges. If you pay the balance of your booking at least eight weeks prior to departure, we will confirm the current price at the time of payment which will be guaranteed.

Maintenance

This Villa is maintained by local management company. All breakages, accidents, problems and losses must be reported to the local management as soon as they occur so that they can be attended to. As with any home appliances will, from time to time, malfunction and may need repair - the local management company will use their best endeavors 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.

Locating your Villa

Once you have paid for your villa you will receive, by email, the address of your villa, driving directions and access codes/key collection instructions. **Please do NOT travel without this information as you will not be able to locate your villa.** If you do not receive this information please contact us at least 72 hours prior to your journey commencing.