

# *Pelican's Rest Booking Terms and Conditions*

## **Bookings**

The signing of the Booking Form by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises. No single sex parties or parties of guests who are all under the age of 21 will be accepted. No pets accepted. For the comfort of guests our home is a non-smoking home, however smoking is permitted on the patio area. Please use ashtrays provided. To ensure comfort, security and peace of mind our home is registered with the State Authorities and is in full compliance with all relevant legislation.

## **Rental Period**

Stays of 5 nights or less will incur a cleaning fee of 50 pounds sterling (\$80). The villa is available for occupation from 4.00pm, local time, on the day of arrival. Check-out time is at 10.00am. Guests may arrange to arrive earlier or leave later if the villa is empty.

## **Payment**

A non-refundable deposit of £100/\$200 per week is due within 7 days of your initial reservation, to be sent with the completed Booking Form. On receipt of your deposit we will bank your cheque and wait for clearance, following which we will send out a receipt and confirmation of booking.

Payment of the balance is due 12 weeks prior to your arrival date. A £200/\$400 refundable security/breakage deposit is also payable at this time. Please note we are unable to accept credit or debit card payments, as surcharges levied by credit card companies would only increase our costs to you, our guests.

## **Security Deposit**

The client is held responsible for any theft, damage or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay.

The refundable security/breakage deposit of £200/\$400 will be repaid to your party by cheque, within 30 days of your departure, providing the local management have reported no theft, damage or breakages and you have returned the keys as requested. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc.

We retain the right to retain the security deposit (either in part or full) to cover theft, breakages, damage or non-return of keys. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required. We reserve the right to pursue a request for recompense for any and all theft, damages and breakages caused which may exceed the value of the security deposit within 14 days of being served notice of this.

Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Apart from spoiling and contaminating food left uncovered can attract insects very quickly. Any added costs of pest control services incurred from lack of care in this may be passed to you.

## **Cancellation by Guests**

In the event of your needing to cancel the following conditions will apply.

- 12 weeks or more prior to departure, loss of deposit
- 8 – 12 weeks prior to departure 50% of the total charge will be refunded.
- less than 8 weeks prior to departure no refund of any monies paid will be given.
- **Please ensure you have travel insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.**

## **Force Majeure**

The owners and their agents accept no responsibility or liability for any loss for damage or alterations to the terms of this booking caused by events beyond the owners control, including but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedule by carriers, adverse weather conditions, fire, flood, industrial disputes or any other event beyond our control.

## **Safety and Security**

Due to state fire regulations, under no circumstances may more than the maximum number of persons identified on the booking form occupy the property. Children must be supervised AT ALL TIMES whilst in the pool area. No diving is allowed. The pool is used entirely at the guests own risks. Glass is not permitted in the pool area; plastic glasses and plates are provided.

## **Disclaimer**

**Liability** The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

The owners and their agents reserve the right of entry at any time. This includes workers, such as pool maintenance, gardeners etc.

**Information Pack** Whilst all information supplied in the information pack is deemed to be correct, and to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form part of any contract. **AGAIN rental guests should ensure they have adequate holiday insurance cover.**

## **Law**

This contract is subject to and shall be constructed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.