

**Bookings:**

Michael and Marita Phillips, the owners of the villa are registered with and “Tuscanpines” villa is licensed by Polk County, Florida. This provides guests with an assurance that the owners are bona-fide and that “Tuscanpines” villa complies with all the current rental regulations and legislation.

“Tuscanpines” is offered for rental as a family villa, therefore the owners will not accept booking requests from all male, all female, or groups of guests predominantly 21 years of age or under. The inside of the villa is strictly a non-smoking area but smoking is permitted outside around the screened pool deck. Ashtrays are provided and are expected to be used. The use of any form of barbeque at the villa is prohibited under Florida State Fire Regulations. No pets are allowed. Failure to comply with the owner’s pet policy will result in the complete loss of a security deposit.

A completed and signed Booking Form received by the owners together with bank clearance of the deposit forwarded by the named party leader confirms the acceptance of these terms and conditions and binds both the party leader and the owners to comply with them. The party leader agrees to be solely responsible for the actions of all persons occupying or visiting “Tuscanpines” villa during the agreed rental period, without exception.

**Rental Periods:**

Stays of 6 nights or less will incur cleaning charges of £70 sterling or US \$100. The villa is available to guests from 1600 hours local time, on the scheduled day of arrival. This must be strictly adhered to so that cleaning, final preparation of the villa and an inventory check can be made before the arrival of any new guests. Check out time is no later than 10.00 hours on the day of departure unless an alternative arrangement has already been agreed with the owners or local Management Company. Any unauthorised vacating of the villa after 10.00 hours will incur a charge equivalent to a day’s rental accommodation. Additional night’s accommodation outside of the agreed rental contract may be requested during a stay and agreed through the local Management Company with the owners in circumstances where the villa would otherwise be empty.

**Payments:**

**For guests from the UK:**

A provisional booking is held for 7 days to allow the party leader to return to the owners a booking form and non-refundable deposit of £150 sterling per week or part thereof. The signed, dated and completed booking form must either be hand delivered or sent by post to the owners’ home address in the UK together with a cheque to cover the required deposit. After the cheque has received bank clearance the owners will send a receipt and confirmation of booking letter to the party leader by post.

**For guests from other countries:**

A provisional booking is held for 14 days to allow the party leader to return the owners booking form and non-refundable deposit, equivalent to £150 sterling per week or part thereof. (Rate to be discussed with the owners) The signed, dated and completed booking form must be sent by post to the owners’ home address in the UK. The required deposit can be made by US \$ check directly to the owners’ US bank account, by PayPal (4 % surcharge applies), to the owners’ US Management Company either by US \$ check or credit card (4% surcharge applies) or by inter-bank transfer to either the owners’ US or UK bank. After the deposit has received clearance the owners will send a receipt and confirmation of booking letter to the party leader by post.

Payment of the final rental balance is due 12 weeks prior to a guests confirmed date of arrival at “Tuscanpines” villa. A separate £300 sterling or equivalent returnable security/breakages deposit is also required at this time. Bookings received within 12 weeks of a guests proposed date of arrival at “Tuscanpines” villa will require payment in full plus the security/breakages deposit at the time of making the booking. Payment may be made using any of the methods previously described. When the final balance due has received bank clearance the party leader will be sent a receipt and an extensive, detailed, complimentary pre-arrival information package, including instructions on independently locating and accessing “Tuscanpines,” usually as an email attachment but on occasions by post.

Failure to pay the final balance by the date it is due without prior consultation and agreement directly with the owners may result in the loss of a booking and deposit. The owners will attempt to contact the party leader to discuss the late payment but if this fails or the owners are not satisfied with the party leader’s explanation then the owners will retain the right unreservedly to cancel the booking immediately and retain the booking deposit.

**Household items:**

The villa will be presented to guests with a token supply of soap, internal bin/trash bags, toilet rolls and paper napkins. Guests will be expected to purchase laundry detergent, cleaning supplies, food supplies and top-ups as necessary.

**Security/Breakages Deposit:**

The party leader is held solely responsible for any damage, breakages, stains etc that may be caused to the property or its contents or for any items missing from the inventory following a guest groups stay and agrees to have the security/breakages deposit used for any repair, replacement (like for like) or cleaning etc found to be necessary following their stay. It is important that the party leader reports any damage, breakages, stains etc or inventory omissions found by them after their arrival which they consider to have been the responsibility of previous guests, to the Management Company within 48 hours of their date of arrival or the party leader will be deemed responsible if problems are identified at the end of their stay.

Florida has a sub-tropical climate and food should not be left uncovered outside of the refrigerator as it attracts insects very quickly. Any costs for pest control services found to have been incurred from a lack of due care by guests will be passed on to the party leader.

Guests can make free telephone calls within the USA and Canada but this does not include other international calls, calls of a premium nature, or calls to or received via local operator services. Local telephone books are provided and are expected to be used. Call charges of this type will be passed to the party leader.

A rubbish/trash bin inside the Kitchen pantry and two dust bins/trash barrels located outside are provided for the sole use of guests. All rubbish/trash must be placed inside plastic bags before being placed into these bins/barrels which should be disinfected if necessary. Where excess rubbish/trash is found by the Management Company after guests vacate the villa any removal charges incurred will be deducted from a security/breakages deposit.

Additional cleaning above and beyond that which is reasonable will be charged at a rate of \$25.00 per hour. To ensure that you do not receive additional charges:

- Leave all pots, pans, dishes and glasses etc clean and returned to the cabinets.
- Leave the oven clean in particular the top hob and grill pan.
- Wash all pool towels and villa towels before your departure.
- Strip the sheets and pillow cases, launder (do not mix colours) as many as possible with a **clear washing liquid**.
- Put all toys, books, games, music, movies, furniture, hairdryers and other moveable objects back in their original locations.

The refundable security/breakages deposit of £300 sterling or equivalent will be repaid to the party leader within one calendar month of the guests departure, providing that the local Management Company have not identified and reported to the owners any damage, breakages, unnecessary additional cleaning/pest control costs, telephone call charges or missing inventory items. The party leader must also have left all keys intact as was found on their arrival. The owners reserve the right to retain the security/breakages deposit (either in part or full) to cover such expenses. Receipts for repairs/replacements etc will be provided in the unlikely event that such retention of part or all of the security/breakages deposit is necessary. The owners reserve the right to pursue a claim for compensation for all expenses as already described which may exceed the value of the security/breakages deposit.

**Safety and Security**

It is the party leader's sole responsibility to ensure that they have with them the owners' pre-arrival documentation pack which includes directions to "Tuscanpines" villa, the lock box codes for access to the front door key to the villa and the code to deactivate the alarm, BEFORE departing for their vacation. Should guests not be able to gain entry they MUST make contact with the Management Company. If a call is made out of hours, which is likely for guests arriving from the UK, they should leave a name and contact number so that a call back can be made as soon as possible. In exceptional circumstances the owners should be contacted.

The front door key to the villa must be left in the entrance porch lock box every time the villa is left empty. The confidentiality of the lock box number remains the responsibility of the party leader and if this is known or is suspected to have been compromised, the party leader must inform the Management Company immediately, so that the number can be changed. Guests are provided with one front door key via the lock box and internal access to one safe key. If guests become locked out of the villa the party leader must contact the Management Company who will arrange for the villa to be unlocked and the party leader to be provided with a

spare key. The party leader may be charged for this service by the Management Company. If the villa is to be left unoccupied by guests then the alarm must be set to comply with the owners' insurance company policy.

In accordance with the Florida State Fire Regulations, the Hotel Licence for the villa and the wishes of the owners, under no circumstances shall more than 10 persons, all of whom will be identifiable on the owners' booking form, occupy the villa. There are smoke detectors situated all around the villa and a fire extinguisher made available. These are regularly tested and should not be tampered with unnecessarily. The use of the fire extinguisher must be reported to the Management Company immediately. The use of an outdoor barbeque any where within the grounds of the villa is prohibited. Barbeques are forbidden by law from being used within any screened pool area.

The pool and spa at the villa are provided with a child safety fence. This is fully erected in advance of the arrival of guests. It is the party leader's responsibility to decide whether to remove all or part of this fence, which should be replaced at the end of a stay. The safety fence must not be used as a clothes line. Children must at all times be supervised in or around the pool and spa areas by an adult. No diving into the pool is permitted. All sun screen products should be removed before entering the pool or spa. Any contamination of the water as a result of such products may require a water shock treatment, thus preventing the pool and spa from being used for several days. Glassware is banned within the screened pool area. Plastic cutlery, plates, bowls and tumblers are provided for this purpose for the safety of all guests.

A list of departure instructions will be provided in the villa by the Management Company to help with your departure of the villa. It is recommended you use this as a checklist to reduce the risk of receiving any unnecessary charges.

#### **Pool & Spa heating/Condition of pool:**

The pool and spa are both under the care of contractors. They are serviced and chemically balanced weekly. In between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). Guests are invited to use the net provided in between services to keep pools clean. Any major concerns are to be reported to the Management Company.

Pool and spa heaters are made up of electrical and mechanical components, which can malfunction. The owners' and Management Company will not be held responsible for the failure of these components; however the Management Company will do all they can to remedy the difficulty as soon as possible. Guests should inform the Management Company if the pool is not heating up. Pool and spa call outs are only carried out during normal working hours. Should a problem be located with the heater then the party leader will be fully refunded by the owners or Management Company for each day lost from the day the problem is reported with no further compensation.

Pool and spa heat is affected by the external air temperature, especially in the cooler months. If guests complain about the temperature of the water and the heater is found to be operating correctly, but not providing sufficiently heated water due to unusually low local air temperatures, neither refund nor compensation will be given. In such circumstances the Management Company will make a call out charge to the guests.

Where heating has been ordered it is normally turned on the morning of the day that guests arrive. If heating has not been ordered by previous guests it can take up to a day for the pool to heat up.

#### **Neighbourly Conduct:**

The party leader is responsible for all guests and any visitors to the villa acting in a courteous manner towards the neighbours who may be permanent residents. Please keep noise to a minimum during early mornings and late evenings, particularly around the pool, spa and Lanai areas. Quiet time is generally considered to be 9pm to 9am. Excessive noise may result in a visit from the local sheriff and in extreme circumstances could lead to guests being removed from the property without refund.

#### **Cancellation by guests:**

Guests are advised to obtain adequate travel insurance to cover their stay at the owners' private villa. It is recommended that all guests take out holiday, injury, medical and cancellation insurance cover at the time of confirming a booking.

Where a party leader cancels a previously confirmed booking, the booking will be subject to the following cancellation charges and written confirmation of payments received by the owners will be made available by them to the party leader for insurance purposes when this is requested.

<b>Cancellation Notice Given (Prior to arrival date)</b>	<b>Chargeable Cost to Guests When Cancelling Booking.</b>
<b>More than 12 weeks.</b>	<b>Loss of confirmed booking deposit</b>
<b>More than 8 weeks &amp; up to 12 weeks.</b>	<b>50% of total rental charges.</b>
<b>More than 6 weeks &amp; up to 8 weeks.</b>	<b>75% of total rental charges.</b>
<b>6 weeks or less.</b>	<b>100% of total rental charges.</b>

**Cancellation by the Owners or Management Company:**

In the unlikely event that personal circumstances necessitate cancellation of a confirmed booking by the owners or their Management Company a full refund of any payments made by the party leader (without interest, compensation or consequential loss of any kind) will be made. The owners or their Management Company will where ever possible liaise with the party leader and help relocate the booking to a vacant villa of a similar standard.

**Force Majeure:**

The owners and their Management Company accept no responsibility or liability for any loss, damage or alterations to the terms of this booking caused by events beyond their control. This includes but is not restricted to war, civil commotion, flight delays or cancellation, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood and industrial disputes.

**Disclaimer:**

The property is privately owned and neither the owners or their Management Company accept any liability or responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects, however caused, particularly as a result of the use of the pool, spa and villa. The party leader is charged with the sole responsibility for the safety and supervision of all guests and visitors.

The owners and their Management Company reserve the right of entry to the villa, screened pool area and garden at any reasonable time for pool maintenance work, to deal with a reported or suspected problem within the villa or to maintain the garden and front driveway. Entry into the villa will always be by prior notice or discussion with the party leader whenever possible and visits will be conducted in the most unobtrusive way possible.

Whilst information provided on the owners' website and in brochures, information booklets, pre-arrival packs etc are deemed to be correct by the owners and Management Company, it is to be understood that the information supplied is mainly for guidance purposes only and does not form part of the rental contract.

**Law:**

**For UK & European Guests:**

This terms and conditions contract is subject to and shall be constructed in accordance with the laws of England and each party entering into the contract hereby submits to the exclusive jurisdiction of the English courts.

**For All Other Guests:**

This terms and conditions contract is subject to and shall be constructed in accordance with the laws of Florida and each party entering into the contract hereby submit to the exclusive jurisdiction of the American courts.

**Complaints:**

In the unlikely event of a guest complaint during a rental period the party leader should contact the Management Company immediately. If the issue cannot be resolved the party leader should contact the owners personally during their stay or in writing, within 7 days of leaving the villa. If the issue has not been reported to the Management Company or the owners, neither the owners nor their Management Company will accept any further responsibility.