

Whilst information provided on the owners' website www.tuscanpines.com, www.tuscanpines.co.uk, www.tuscanhills4tuscanpines.co.uk and in brochures, information booklets and pre-arrival information packs etc are deemed to be correct by the owners and Management Company, it is to be understood that the information supplied is for guidance purposes only, cannot be guaranteed to be accurate and does not form part of the rental contract.

WWW.TUSCANPINES.CO.UK

WWW.TUSCANPINES.COM

WWW.TUSCANHILLS4TUSCANPINES.CO.UK

TERMS & CONDITIONS OF RENTAL:

DATED: 12TH NOVEMBER 2011.

General Booking Arrangements:

1. 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 current rental regulations and legislation.
2. "Tuscanpines" is offered mainly for rental as a family villa, therefore the owners will not generally accept booking requests from all male or all female parties or groups of guests predominantly 21 years of age or under. In accordance with 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.
3. If a confirmed guest list changes prior to guest's arrival the party leader must inform the owners immediately. If the additional number of guests alters the terms of the originally agreed rates then the party leader will be informed of the increased rate applicable.
4. If the number of guests occupying the villa exceeds the number originally confirmed and agreed with the owners without either the owners or Management Company's knowledge and acceptance, then this action may well render the party leaders booking void and the entire guest party may be requested to vacate the villa. All payments made for the booking would then be forfeited without compensation.
5. The inside of the villa is strictly a non-smoking area but smoking is permitted outside within the screened pool deck when all villa doors and windows are closed. Ashtrays are provided and are expected to be used. Failure to comply with the owners' smoking policy will result in the complete loss of a security deposit.
6. The use of any form of barbeque equipment at the villa is prohibited under Florida State Fire Regulations.
7. For allergy and health reasons no pets are allowed. Failure to comply with the owner's pet policy will result in the complete loss of a security deposit.
8. A completed, signed, and dated Booking Form, received by the owners, which confirms that these terms and conditions have been read and accepted by the party leader (aged over 21 years) together with bank clearance of the villa rental deposit confirms a booking and binds both the party leader and the owners to comply with these terms and conditions in every detail.
9. 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.
10. Whilst guests of a party leader are welcomed to visit the villa, no person that is not listed on the booking form or its later amendment by the owners is permitted to remain at "Tuscanpines" overnight.
11. Whilst we do reserve the right to increase or decrease accommodation rates at any time, once a booking has been confirmed the agreed rental rate is guaranteed against any further increase provided there has not been any material amendments to the agreed rental arrangements that would have altered rate calculations at the time of the original booking.
12. The rental rate includes exclusive use of the villa booked and its grounds, gas, electricity, water, standard telephone calls within the USA and Canada, a fibre optic broadband service, a special preparation of the villa for a guest's arrival and 12% Polk sales and tourist taxes. For stays of 7 nights or longer the rate also includes a general clean following a guest's departure.

13. Standard telephone calls 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. Guests will require a personal laptop or similar to access the broadband service.
14. Pool/Jacuzzi/spa heating is an optional service which if required is paid for in addition to the villa rent.
15. All payments must be received in either pounds sterling or alternatively US dollars.
16. All bookings are subject to a £150 or US \$240 per week or part week thereof **non-refundable** deposit. A final payment plus an additional RETURNABLE security/breakages deposit of £300 or US \$480 is required no later than 12 weeks prior to a date of arrival at the villa. 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.
17. The villa is available to guests from 1600 hours or 4pm local time, on the scheduled day of arrival. Check out time will be no later than 10.00 hours or 10am on the day of departure. 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 that same day. When the next guests are not due to arrive that same day a late check out or early arrival is available, but at an additional charge.
18. The villa will be presented to guests with a token supply of soap, internal bin/trash bags, toilet rolls and paper napkins. Guests are expected to purchase laundry detergent, cleaning supplies, food supplies and top-ups as necessary.
19. Guests will receive the complimentary use of internal villa towels, external pool/jacuzzi/spa towels, full size pool floats, hair dryers, hair straighteners, ladies bath robes and a security safe during their stay. No such items are to be removed from the villa on departure.
20. Guests are expected to place all trash/rubbish ready for collection on a Wednesday evening prior to the local authority lorry collection early on a Thursday morning.
21. Food must 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.
22. The owners, their Management Company and their authorised agents reserve the right of entry to the villa, screened pool area and outside gardens at any reasonable time for pool cleaning and maintenance work, to deal with a reported or suspected problem within the villa or to maintain the gardens and front driveway. Entry into the villa itself will always be by prior notice or discussion with the party leader whenever possible and visits will always be conducted in the most unobtrusive way possible.
23. Guests agree to take good care of the property and leave it in a clean and tidy condition on their departure.
24. A list of departure instructions will be provided inside "Tuscanpines" villa by the Management Company to help with your departure. It is recommended you use this as a checklist to reduce the risk of receiving any unnecessary charges.
25. The party leader must leave all keys intact as was found on their arrival.

Rental Periods:

1. Stays of 6 nights or less will normally incur a cleaning charge of £65 sterling or US \$100 dollars.
2. When guests request either an early arrival or late check out at the villa on a day when no other guests are due to leave or arrive then this will normally be agreed but at an additional charge. The first two hours are charged at the rate of £12.50 sterling or US \$20 dollars per hour. Any additional hours after this are charged at £20 sterling or US \$32 dollars per hour.
3. 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. Charges will be based on the owners' current published seasonal rental rates.
4. Pool/jacuzzi/spa heating is only available on a full daily rate basis.

Rental Payment Arrangements: For guests from the UK:

1. A provisional booking will be held for **7** days to allow the party leader to forward to the owners an original fully completed booking form which has been signed and dated, plus a **non-refundable** deposit of £150 sterling per week or part week thereof. E.G. a 10 night stay requires a £300 deposit.
2. The original booking form must be posted or delivered to the owners' home address in the UK.
3. The **non-refundable** deposit can be paid either in cash, by personal cheque, by direct bank transfer, by credit card through the owners' management company or through PayPal. In the case of payment by credit card or PayPal all transaction and administrative charges must be added to the deposit by the party leader.
4. After the original Booking form has been received and the full deposit has gone through bank clearance, the owners will forward a deposit receipt and confirmation of booking letter to the party leader electronically or by post.
5. After the full or outstanding rental/pool heating balance and security/breakages deposit have been received and gone through bank clearance, the party leader will be sent a final payment receipt together with a complimentary, extensive, pre-arrival information package, which includes instructions on independently locating and gaining access to the owners' villa, "Tuscanpines," by email attachments.
6. Failure to pay the full or outstanding balance and security/breakages deposit within 12 weeks of a guests proposed date of arrival without prior consultation and agreement directly with the owners may result in the cancellation of the booking and initial 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, retain the initial deposit and notify the party leader to this effect in writing.

For guests from outside the UK:

1. A provisional booking will be held for **14** days to allow the party leader to forward to the owners an original fully completed booking form which has been signed and dated, plus a **non-refundable** deposit of £150 sterling or US \$240 dollars per week or part week thereof. E.G. a 10 night stay requires a £300 or \$480 deposit.
2. The original Booking form must be posted to the owners' home address in the UK. Initially a scanned copy of the booking form can be attached to an email and forwarded to the owners.
3. The **non-refundable** deposit can be paid either by personal cheque, by direct bank or wire transfer, by credit card through the owners management company or through PayPal.
4. UK £ sterling cheques must be forwarded directly to the owners home address in the UK, US \$ dollar checks must be forwarded directly to the owners US bank in Florida. In the case of PayPal all transaction/currency conversion charges must be added to the deposit by the party leader. In the case of payment by credit card all transaction and management company administrative charges must be paid by the party leader. In the case of payment by direct bank or wire transfer, the owners bank administrative acceptance charges must be paid by the party leader.
5. After the original Booking form has been received and the full deposit has received bank clearance, the owners will forward a deposit receipt and confirmation of booking letter to the party leader electronically or by post.
6. After the full or outstanding rental/pool heating balance and security/breakages deposit have been received and received bank clearance, the party leader will be sent a final payment receipt together with a complimentary, extensive, pre-arrival information package, which includes instructions on independently locating and gaining access to the owners' villa, "Tuscanpines," by email attachments.
7. Failure to pay the full or outstanding balance and security/breakages deposit within 12 weeks of a guests proposed date of arrival without prior consultation and agreement directly with the owners may result in the cancellation of the booking and initial 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, retain the initial deposit and notify the party leader to this effect in writing.

Security/Breakages Deposit:

1. The party leader is responsible for checking the main items on the villa inventory soon after their arrival.

2. The party leader must report any damage, breakages, stains or inventory omissions found by them which they consider to have been the responsibility of the last guests, personally to the Management Company immediately or as soon as is reasonably practicable after their date of arrival or the party leader will be deemed responsible if any such things are identified at the end of their stay.
3. The owners accept that accidents do happen and do not charge guests for inexpensive breakages or minor stains which guests choose to replace or try to remove themselves. The owners cannot accept liability however for any damage, breakages, stains or inventory omissions of a more serious nature. For example a broken table top, ripped pool screen, spillage that requires professional cleaning or carpet replacement if professional cleaning cannot remove a stain.
4. A broken snooker cue is \$25 to replace; a bath towel is \$32; a hand towel is \$15; a pool towel \$22. We will provide a quote for more expensive, individual items. Where a stain cannot be removed from a carpet or bedroom comforter for example, which then needs to be replaced, we will provide a quote. If a mishap does occur we strongly recommend that you report this immediately to the Management Company to agree a solution agreeable to both parties. In case of any dispute the owner's villa Manager shall have the right to be the sole arbitrator.
5. The party leader is held solely responsible for any damage, breakages, stains or inventory omissions to or from the villa or its contents following a guest groups stay if it has not already been reported to the Management Company at the commencement of their stay.
6. The professional cleaning company and the owners Management Company will pay particular attention to items such as bed linen, bed comforters, internal villa towels, external pool towels, hair dryers, hair straighteners, ladies bath robes, games and entertainment equipment during their post departure checks.
7. The party leader agrees without exception and unreservedly to permit part or the whole of their security/breakages deposit to be used for any repair, replacement, (like for like) specialised cleaning, excessive electricity charges (e.g. air-conditioning on full with external doors left open), unauthorised telephone charges (e.g. premium rate calls) police call out charges to attend a false alarm activation at the villa.(e.g. failure to provide monitoring company with password) or for any unauthorised early check-in or late check-out.
8. Documentary proof of the expenses incurred by the owners such repairs/replacements etc will be provided in the **unlikely** event that such retention of part or all of the security/breakages deposit becomes necessary.
9. 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.
10. The refundable security/breakages deposit of UK £300 sterling or US \$480 dollars will be repaid to the party leader in full (subject to Item 6) within one calendar month of the guest's departure.

Booking Cancellation by Party Leader

1. All guests are strongly advised to obtain adequate travel insurance to cover their booking deposits and final payments made to the owners regarding their future stay at "Tuscanpines" villa.
2. Where a party leader cancels a previously confirmed booking, the booking will be subject to the following cancellation charges.

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

3. A booking cancellation will not be confirmed until the owners have received from the party leader confirmation in writing that they wish to cancel the confirmed booking.
4. The owners will at the written request of the party leader provide documentary proof of payments received by them for the cancelled booking for insurance claim purposes and will liaise with the insurance company in person where this is required.

Cancellation by the Owners or Management Company:

1. If in the event of natural catastrophes, utility supply interruptions or other circumstances beyond the owners control, it is necessary for either the owners or their Management Company to cancel a confirmed booking then a full refund of any payments made by the party leader (without interest, compensation or consequential loss of any kind) will be made where requested.
2. The owners or their Management Company will personally liaise with the party leader and wherever possible help to relocate the booking to a vacant villa of a similar standard in the local area for the same or similar booked dates.
3. The owners will alternatively give the party leader the opportunity to re-book a holiday at "Tuscanpines" villa at a future date with a 10% reduction on the relevant published seasonal rate.

Safety and Security:

1. It is the party leader's sole responsibility to ensure that they have with them the owners' pre-arrival documentation package which includes the directions to "Tuscanpines" villa, the Tuscan Hills community gate code, the lock box code for access to the front door key to the villa and the alarm code to deactivate the villa alarm, BEFORE departing for their vacation.
2. Should guests not be able to gain entry to the community or villa they MUST make contact with the Management Company. If a call is made out of normal office hours which is likely when guests are 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.
3. The front door key to the villa must be left in the entrance porch lock box every time the villa is left empty. A charge will be made for any lost key.
4. The confidentiality of the lock box number remains the responsibility of the party leader and if it is suspected to have been compromised, the party leader must inform the Management Company immediately, so that the number can be changed.
5. 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 where necessary. A charge will be made for the call out.
6. Whenever the villa is to be left unoccupied by guests the alarm must be set to comply with the owners' insurance company buildings and contents policy.
7. The villa is protected by smoke detectors and guests have access to a fire extinguisher. 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.
8. 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.
9. The pool and jacuzzi/spa at the villa are protected by a removable 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 the safety fence, which must be replaced at the end of a stay.
10. The safety fence must not be used as a clothes line. Alternative clothes/swim wear drying facilities are provided.
11. Children must at all times be supervised in or around the pool and jacuzzi/spa areas by an adult. No diving into the pool or jacuzzi/spa is permitted.
12. 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.

Pool & Jacuzzi/Spa:

1. The pool and jacuzzi/spa are both under the care of management sub-contractors. They are serviced and chemically balanced weekly. On rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay the Management Company will contact you as it may be necessary for you to be out of the pool for a short period of time.

1. In between services the pool may lose water through evaporation, particularly during the summer months or show signs of dirt, especially after stormy weather. Guests **using** the facilities are expected to use the net provided in between weekly services to keep pools clean and to use the supplied hosepipe to maintain the water level to at least half way up the blue coloured tile on the poolside. The correct water level will ensure that the pool filtration system works efficiently. Any major concerns are to be reported to the Management Company.
2. Pool and jacuzzi/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 any of these components. The Management Company will investigate and then attempt to remedy any malfunction as soon as is practicable. Guests should inform the Management Company immediately they suspect that the pool equipment is not working.
3. Pool and jacuzzi/spa call outs are only normally carried out during daytime working hours. Should the Management Company receive a report of a malfunction of the pool or jacuzzi/spa heater and this be verified, then the party leader will be refunded by the owners or Management Company for each full day lost commencing from the day the problem was reported, with no further compensation.
4. The efficiency of any pool and jacuzzi/spa heating is affected by the ambient external air temperature, especially in the winter but also in cooler months or when Florida is experiencing unusually cold weather. 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 the low local ambient air temperatures, neither refund nor compensation will be given. In such circumstances where the Management Company have been requested to make an emergency call out over the weekend or outside of normal working hours then the party leader will be charged for the non emergency attendance.
5. The party leader is expected to ensure that both the pool and jacuzzi/spa are covered with the supplied blankets when not in use, particularly during the night when the temperature of the pool water can drop considerably.
6. Where pool and jacuzzi/spa heating has been ordered in advance it is turned on the morning of the day that guests arrive.
7. If pool and jacuzzi/spa heating has not been ordered by the previous guests and the party leader decides to order it after their arrival at "Tuscanpines", it can take up to 24 hours for the pool to heat up, dependent upon the time of year and the outside ambient air temperatures. The party leader will need to attend the Management Company office and pay for the heating prior to it being supplied. If the heating has not been pre-ordered and turned on the morning of the party leader's arrival then the management team will charge the party leader an additional attendance fee.
8. Guests should remove all sun screen products before entering the pool or jacuzzi/spa as any continuous contamination of the water as a result of such products will contribute to the need for the water to be shocked, thereby preventing guests from using the pool and jacuzzi/spa for several days.

Household Trash/Rubbish Collections:

1. Two trash/rubbish bins for ordinary and recyclable items are provided inside the Kitchen pantry together with complimentary bin liners which guests are required to use.
2. Two large wheeled trash cans/rubbish bins plus 3 yellow recycling boxes are located outside and provided for the sole use of the villa guests. All trash/rubbish must be placed inside plastic bags before being put into the trash cans/rubbish bins. All trash/rubbish placed into the yellow recycling boxes should be flat packed first.
3. Any trash can/rubbish bin/recycling box suffering an accidental spillage should be disinfected.
4. Detailed instructions provided by the owners on the disposal and segregation of household waste must be complied with.
5. Where excess trash/rubbish is found by the professional cleaning company or Management Company left outside of the provided receptacles or where both wheeled cans/bins are found to be full immediately after guests vacate the villa any waste removal charges incurred will automatically be deducted from a security/breakages deposit. Therefore rubbish/recycling collections are expected to be complied with.

6. Florida has a sub-tropical climate and food no longer required should be disposed of via the Kitchen waste disposal unit where appropriate.

Neighbourly Conduct:

1. Tuscan Hills is a quiet residential area. The party leader is responsible for all guests and any invited visitors to the villa acting in a courteous manner towards the neighbours who may be permanent residents.
2. Noise should be kept to a minimum during early mornings and late evenings, particularly around the pool, spa and Lanai areas. Quiet time is generally considered to be 21.00 hours or 9pm to 09.00 hours or 9am.
3. 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 recourse to a refund.

How to leave the villa:

1. To ensure that you do not receive additional charges guests are requested to:
 - 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 and dry all pool towels and villa towels before your departure.
 - Strip the sheets and pillow cases from used beds, launder (do not mix colours) as many as possible with a **clear washing liquid**.
 - Put all toys, books, games, music, movies, cot, high chair, hairdryers, straighteners and other moveable objects back in their original locations.
2. Additional cleaning above and beyond that which is reasonable will be charged at a rate of \$25.00 per hour.

Force Majeure:

1. As owners of the property, we and our Management Company accept no responsibility or liability for any loss, or delay or alterations to the terms of this booking caused by events beyond our control.
2. This includes but is not restricted to strikes, riots, war, terrorist activities, civil commotion, industrial disputes, flight delays or cancellation, technical difficulties with transportation, alteration or cancellation of schedules by carriers, and natural phenomenon such as ash cloud, adverse weather conditions, fire or flood.

Disclaimer:

1. The property, including the outer pool and jacuzzi/spa area is privately owned and neither the owners nor their Management Company accept any liability or responsibility whatsoever for death, personal injury or accidents to any rental occupants of the villa, or loss or damage to their personal effects however caused. This includes any such claim by a third party as a consequence of actions by the renter's or persons temporarily visiting the property at their invitation.
2. The party leader is charged with the sole responsibility for the safety and supervision of all guests and temporary visitors. The owners have provided various safety and security measures at "Tuscanpines" on a good will basis only.
3. Electricity, water and other utility services can fail without warning for reasons over which the owners or Management Company have no control. The Management Company in such circumstances will assist guests wherever possible to make their stay comfortable. Neither the owners nor Management Company can however accept any liability for loss of main services or failure of appliances, or any actions taken in the vicinity of the property by any authority over which they have no control.

Law:**For UK & European Guests:**

1. 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:

1. 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.

Guest Complaints:

1. In the event of a guest complaint during a rental period the party leader should contact the Management Company immediately or as soon as is reasonably practicable.

2. If the issue(s) cannot be resolved to the party leader's satisfaction then he/she should contact the owners personally during their stay or in writing, within 7 days of leaving the villa.
3. If the issue has not been reported to the Management Company or to the owners, neither the owners nor the Management Company will accept any further responsibility.