

# IblenFloridaVilla.com

## Terms and Conditions of Rental

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification before you sign the booking form. Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g.. water and electricity, (excludes pool heating unless otherwise stated). NOT included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance d) Pool Heating.

### **BOOKINGS**

- The signing of the booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list)
- No all male parties or parties of guests who are under the age of 21 will be accepted.
- No pets allowed.
- For the comfort of guests this is a no smoking villa, however it is permitted on the patio area. Please use the 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**

- Midweek bookings may incur a 10% surcharge.
- Stays of 5 nights or less will incur a cleaning fee of £50.
- The villa is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am on the morning of departure.
- Vacating after 10.00am may incur a charge equivalent to one days accommodation cost unless previously agreed with the owner.
- Guests can arrange to arrive earlier or depart later if the villa is empty.

### **PAYMENT**

- Together with your completed booking form, a **non-refundable deposit of £100 per week** is due within 7 days of your provisional booking. Upon receipt of your deposit we will send you confirmation of your booking.
- **Payment of the balance is due 8 weeks prior to your arrival date.** Upon receipt we will send out directions and lock box number to your villa.

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Visit our website at <http://www.iblenfloridavilla.com/>

Feel free to contact the owner (Ian Fullwood) in the UK:  
E-mail <mailto:iblen2002@Yahoo.co.uk>  
Telephone/Fax **01329 510073**

- PLEASE NOTE: We are able to accept payment by credit or debit cards via PAYPAL. All payments made this way will incur a 4% transaction charge.

### **SECURITY DEPOSIT**

- The client is solely responsible for any damage or breakages that may be caused to the property or its contents during your stay.
- **We require a refundable security breakage deposit which will be repaid to your party by cheque within 30 days of your departure and on confirmation from our management company that the property has not suffered any damage, you have returned the keys and no items from the properties inventory are missing.**
- If your booking is made with the homeowner, you are required to pay the refundable security deposit direct to the homeowner prior to your arrival at the villa. If your booking is made with our management company, you are required to pay the security deposit within 24 hours of arriving at the villa.
- Our local management company checks the home before your arrival and after your departure and will advise us of any faults. This may include additional cleaning costs for removal of stains due to spillages or stains.
- An inventory of the property is checked by the management company after each stay. If any items are found to be missing, part of your security deposit will be retained to cover the cost of replacements.
- We retain the right to retain the security deposit (either in part or full) to cover 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 guest for recompense for any and all damages caused which may exceed the value of the security deposit and will require payment 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. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.

### **CANCELLATION BY GUESTS**

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

<b>Cancellation Notice</b>	<b>Cancellation Cost</b>
<b>8 weeks plus prior to arrival date</b>	<b>Loss of deposit</b>
<b>5 - 8 weeks prior to arrival date</b>	<b>50% of the total charge</b>
<b>less than 5 weeks prior to arrival date</b>	<b>100% of the total charge</b>

- Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and retain the deposit.

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- If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.
- We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.

### **CANCELLATION BY THE OWNERS**

- In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However the management company will always seek to relocate your booking to a villa of a similar or superior standard.
- Force Majeure: The owners and their agents accept no responsibility or liability for any loss or 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 or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

### **SAFETY & SECURITY**

- To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property.
- Due to fire precautions NO barbecues to be used in the villa, Lanai or outside the villa.
- Villa Alarm - Guests must use the villa alarm at all times when the villa is vacated. If the property is burgled and it is found that the alarm has not been set, you could invalidate your travel insurance and lose your security deposit to cover our insurance policy.
- The swimming pool is used entirely at the guest's own risk.
- No diving is allowed and children must be supervised at all times whilst in the pool area.
- Glass is not permitted in the pool area at any time. Please use the plastic items provided.

### **COMPLAINTS**

- In the unlikely event of a problem arising whilst you are on holiday (relating to our villa) you should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with our villa is paramount to us and should you consider that the matter is of a serious nature, we ask you to contact us direct within 14 days of your departure from our villa. However, if the problem has not been reported to the management company then we cannot accept any responsibility.

### **DISCLAIMER**

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for

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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 such workers as pool maintenance, gardeners etc)
- Brochure description : whilst all information supplied in the brochure is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

### **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.

### **RUBBISH / GARBAGE**

- It is the guests responsibility to empty rubbish in black bin liners and place in to the bin, found in a plastic container on the left hand side of the villa.
- Rubbish is emptied on Monday and Thursday mornings early am. Please leave the bin at the bottom of the driveway and return the bin to the container.

### **VILLA ALARM**

- Please ensure the villa alarm is armed at all times when the villa is vacated. To arm the alarm check all windows and external doors are closed (including front door).
- Press AWAY button on alarm key pad this gives you 40 secs to exit and lock front door.
- To disarm the alarm open the front door and immediately, punch in the relevant code.
- To arm at night, check all windows and exterior doors are closed and press the STAY button on the alarm keypad. Please remember to disarm before opening any doors or windows.
- If the alarm is accidentally activated the alarm company will ring within 2 Minutes and will ask for a password (which will be provided once your full balance is received).
- It is the responsibility of the guest to follow the above instructions. If the alarm is activated and no response is made, the Sheriff will automatically be called out by the alarm company incurring a \$50 fine that will be deducted from the security deposit. The management company or owners accept no liability.

It is strongly recommended that guests take out Holiday Insurance to cover cancellation fees and any other losses that may occur. Any claims for compensation, loss or injury must be directed to your Insurance Company and will not be entertained by the Owner or their agent.

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