



Booking Terms and Conditions for all renters of the Sunset Palms Villa in Davenport FL 33837

Definitions:

us / we / our – The owners.
the property / the villa – The Sunset Palms Villa.
you / your / yourselves – You and/or the members of your party.
them / management company – Vacation A Way, Inc.
STR – Short Term Rental.
'in writing' – post/mail or email

Bookings

The Party Leader must complete, sign & return a Booking Form to confirm the requested rental requirement.
The Party Leader upon signing the Booking Form certifies that he or she is authorized to agree to these booking Terms and Conditions on behalf of all persons included on the Booking Form. The signatory must be 25 years old or over.
The minimum rental is 5 nights unless otherwise agreed by us in writing. For all agreed bookings of 6 nights or less we require the full payment to secure your booking.
Unless otherwise agreed by us in writing, all rentals will incur a departure cleaning fee (rate as displayed on the website or advised by us via email).
Shortly after the balance payment has 'cleared' the banking system, the Party Leader will receive by email an Information Package containing the address and telephone number of the Sunset Palms Villa, the entry key-box combination, the combination needed to enter the community, directions from Orlando International Airport, check-in and check-out procedures and other appropriate information.
If for any reason this is not received in a timely manner, please contact us at your earliest convenience to inform us of non-receipt.
Unless previously agreed between you and us in writing prior to your arrival, the villa will be available for occupancy from 4.00 pm on the day of your arrival and must be vacated by 10.00 am on the day of your departure. We will try whenever possible to accommodate any requested change to the check-in or check-out times to meet your particular schedule. Unfortunately we cannot guarantee that this will always be possible.

Payments

To secure your required dates an agreed non-refundable Reservation/Booking deposit, as stated in our email to you, is required within 7 days of your provisional booking.
Once this deposit has been received and 'cleared' the banking system we will send you a confirmation email but until its receipt by you the booking cannot be considered binding.
The Reservation/Booking deposit receipt confirmation will also confirm your acceptance of these terms and conditions and as may from time to time be amended by us and shall be binding on all parties.
The named person confirming the booking will be responsible for the total rental figure, including all additional services, eg pool heat, as stated and agreed on the confirmation.
The outstanding balance is due no less than 30 days prior to your arrival (unless otherwise agreed between us and you in writing). Please allow sufficient additional time for any payments to clear. If the full balance is not paid in accordance with this condition, we reserve the right to cancel your booking and cancellation penalties will apply.

Full payment is required at the time of booking for all bookings made within 6 weeks of the arrival date.
The minimum rental is 5 nights unless otherwise agreed by us in writing beforehand. For all agreed bookings of 6 nights or less we require the full payment to secure the booking.
Unless otherwise agreed by us in writing, all rentals of 7 nights or less will incur a departure cleaning fee (rate as displayed on the website or advised in our email to you).
Payment are accepted in \$ (US), £ (Sterling) and € (Euro's) free of charge. We will accept other currencies with the payment of a supplement for conversion to our preferred currency. Payments may be made by PayPal, Bank Transfer, a US Postal Services Money Order, a check/cheque or Wire Transfer. You will be instructed by us by email, to whom to make the payment payable to and how or where to send it. Some forms of payment are not acceptable for late bookings made within 30 days of arrival: you will be informed of this at the time.
All quoted rates are per night – not per person. Unless stated on the website or otherwise agreed by us in writing stating that tax is included in the rental price, all rental rates are subject to a 13% Florida Resort Tax.
In the case of any human or computer error, we or our Management Company reserve the right to re-invoice for the correct price.
Prices are subject to change without prior notice but we will not change any figures once we have agreed them with you by email or after the booking deposit has been paid. The only exception to this is should any tax rates change which we are required to collect on behalf of the appropriate revenue body.

Cancellation Conditions

Unless otherwise agreed between us and you in writing, cancellation charges will apply as follows:
Cancellation 3 or more months prior to your arrival date: Full balance refundable.
Cancellation between 2 and 3 months prior to your arrival date: 60% of the balance is refundable.
Cancellation between 1 and 2 months prior to your arrival date: 30% of the balance is refundable.
Cancellation within 1 month or your arrival date: No refund.
An administration fee of \$75, or equivalent in your payment currency, will be deducted from ALL refunds including the full balance refund.

To this end, we strongly recommend that all members of your party are covered by travel insurance which carries adequate protection against delays and cancellations. Please insure that it has adequate medical insurance for the USA plus your luggage and your personal belongings are fully covered.
In the unlikely event that due to circumstances we find that we have to cancel your reservation/booking, we will refund all monies paid to the party leader (without interest, compensation or consequential loss of any kind). However we will, whenever possible, seek to relocate your booking with our management company to another villa of similar or superior standard. You are not obliged to accept any alternative accommodation offered but if you do you may be asked for a supplement for a superior villa.

Security Deposit

Unless otherwise agreed by us in writing, all bookings are subject to a minimum Security Deposit of \$300 or equivalent in your payment currency, which is required to be sent with the balance payment. A larger Security Deposit may be required for rentals in excess of 14 days of which you will be informed at the time of booking.
The security deposit will be refunded to the party leader usually by the same method that it was received and normally within a max of 30 days after your departure, after the villa has been cleaned and our management company has reported that no damage has occurred: there has been no requirement to carry out any chargeable action, e.g. additional cleaning: the villa keys have been returned and they see no other reason to withhold all or any portion of the security deposit.
Should it be necessary to retain any or all of the Security Deposit, a set minimum charge of \$100 will always apply. See also 'Responsibilities'.
In the unlikely event of any repair or replacement cost exceeding the Security/Damage Deposit, the Party Leader is responsible and agrees to accept full liability for all losses or damage caused by any party member during the occupation of the property and confirms that the full cost of repair or replacement will be paid in full. We reserve the right to pursue a guest for recompense in these instances. Please make sure to inform the Management Company about any damage as soon as possible.

Occupancy

The Sunset Palms Villa is registered with the Florida State Authorities and is a fully licensed STR property. The maximum occupancy permitted in the villa is 8 persons. Florida fire regulations state that under no circumstances can the maximum occupancy be exceeded.
Florida State Law requires every person intending to occupy a rental property, including children and infants, are to be named prior to the commencement of the rental. To comply with this requirement we will ask you to complete, sign and return, a Booking Form to record this information prior to your arrival.
The accommodation cannot be shared or sub-let and only the named persons on the completed Booking Form are permitted to reside in the property during the rental period. Do not embarrass us or yourselves by overcrowding, mis-representation or attempting to sub-let because this is illegal in Florida and is grounds for eviction and forfeiture of all monies paid, including the security deposit.
No all male parties (unless notified to and agreed by us at the time of booking) will be accepted. Persons under 21 years of age will not be accepted unless accompanied by their parents or other responsible adult(s).
We reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void and no compensation will be paid.

Responsibilities

All persons in every party renting the Sunset Palms villa are deemed to be responsible and are expected to take care of the property during their stay. This includes, but is not limited to, the locking of all doors when leaving the property, topping up of pool water as required (see notice in the villa information book), disposing of rubbish correctly, etc.
At the end of your rental period, all utensils, carpets, furnishings, walls, fittings, equipment, etc. must be left clean and tidy and in the same condition as when you arrived.
It is the guest's responsibility to immediately notify the management company in Florida of any damage, loss, problem or concern, or equipment failure of any kind so that reasonable action can be taken to rectify the situation. Failure to do so will make any subsequent claim invalid. We or our management company will not enter into any discussion relating to problems with the Villa that have not previously been reported to the management company in Florida during your rental period.
The payment of the Security Deposit confirms your acceptance to pay for any damage of any kind caused by any member of your party during your occupancy of the villa. The party leader will be held solely responsible for any damages or breakages caused to the property or its contents during your stay.
Our management company check the villa prior to your arrival and again on your departure and advise us of any faults or misuse. This could include, but is not limited to, additional cleaning costs, excessive use of electricity (caused by leaving external doors open with the air conditioning on), replacements for breakages, non-return of keys or any repairs. In the event that we have to retain either a part of or the full security deposit, an itemised account for such items will be provided. Due to our inability to personally inspect the villa after each rental and validate any findings, our management company's findings and their decisions must and will take precedence over the renter in all cases of dispute or disagreement that cannot be settled amicably.
Lost keys must be reported to our Management Company immediately. There will be a \$100 Service Fee if it is necessary for our Management Company to deliver a key to the property. Any keys not returned upon departure will result in a \$100 charge which will be withheld from the Security Deposit. If it is necessary to call a Locksmith services, the Locksmith's charges must be paid by the Party Leader directly to the Locksmith. If he is required to be called after the guests departure the whole of the Security Deposit will be withheld.

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.
Renters are instructed to take special care with food which should not be left uncovered as this attracts insects very quickly due to the sub tropical climate of Florida. If you are responsible for us having to take any additional pest control services, this cost will be passed on to the party leader.
As the Villa is Self Catering Accommodation, it is the responsibility of all renters to obtain their own supplies and sufficient items of personal nature such as garbage/rubbish bags, laundry soap, paper towels, toilet tissue, bottles of water, etc. for the length of their stay.
Rubbish/garbage must be disposed of strictly in accordance with the rules clearly displayed in the information for renters in the villa so as to conform to local regulations.
On vacating the villa, only enough rubbish that will fit into the kitchen refuse bin can be left in the property so that it can be easily disposed of by a cleaner. Any amount over this will require our management company to make additional visits, once to put out and again to bring in the rubbish container. All costs incurred by our management company for this action will be deducted from your security deposit.
Air Conditioning - Often, properties have an air conditioning unit in each room but as is common throughout Florida, the Air Conditioning system in the Sunset Palms Villa is a single unit serving the whole property. You must comply with the following simple procedure to keep the system operating correctly, ensuring your pleasure while you are at the property. To enable the unit to operate correctly please ensure that whenever possible all internal doors (bedrooms and bathrooms) are left OPEN and all windows and external doors (patio, main and kitchen/garage door) are kept CLOSED, especially during the day. Failure to do so could cause the Air Conditioning Unit to freeze, causing damage and expensive repair costs which would be passed on and retained from your security deposit. If for any reason you require any of the windows or external doors to be kept open you must first ensure that the Air Conditioning Unit is switched from 'Auto A/C' to 'Fan Only'. This will ensure the unit operates correctly and obviate the necessity for any repairs. Finally, when you complete your vacation/holiday and lock-up to return home, would you please ensure that you leave all internal doors OPEN, and check that all windows and external doors are CLOSED and LOCKED.

Pool

We recommend you purchase Pool Heat during the winter months October to May inclusive (see website for current price) but this may be declined if not required. This decision must be made at least two weeks prior to your arrival.
Should you decline pool heat and then change your mind after arrival, this can be accommodated by contacting our management company directly. Their contact details are available within the 'Information for Holidaymakers' folder within the villa. They will charge a service fee plus a heating charge of \$18 (or equivalent in your payment currency) per day for the duration of your heating requirement calculated from the day you request heat up to and including the day you stop the heating. It should be noted that the pool can take 48 hours to reach optimum temperature (and in certain circumstances even longer).
Please note that any interference with the pool controls, however caused unless undertaken by our management company will result in the retention of your full security deposit.
Note: By Florida law, pool heat should reach a temperature of 82F. During winter months, the ability to maintain the pool heated at a certain temperature is not guaranteed, even with the pool heat on. Please note that if the air temperature drops below 50F or a change in the daytime to night-time temperature is 20 degrees or more, the pool heat will not be able to work to full capacity.

If the pool heater cannot reach optimum temperature due to adverse weather conditions, neither the owners nor the management company can accept liability. Should this happen, unfortunately the pool heat fee is not refundable.
The swimming pool is used entirely at the guests own risk. Diving is strictly prohibited and children must be supervised at all times. In accordance with Florida law, a retractable safety fence is in place around the pool, to ensure that children cannot enter the pool area without the knowledge of the adults. Guests are solely responsible for the correct use of this safety device.

Pool rules as displayed on the pool notice must be strictly adhered too.

Smoking and Pets

For the comfort and safety of our renters we insist on a strict NO SMOKING policy throughout the villa and NO PETS are permitted in or on any part of the property. We will retain all of the Security Deposit if customers ignore either of these 2 booking conditions.

Behaviour

The Sunset Palms Villa is situated within the Sunset Ridge residential community. The actions of all members of your party must not interfere with the enjoyment of either other holidaymakers/vacationers or the residents of the Sunset Ridge community. Please do not use the swimming pool, play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.30 pm or before 07.30 am. In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymakers/vacationers, residents of Sunset Ridge or damage to any property, we or our management company reserve the right to terminate your rental agreement immediately and forthwith. We or our management company will not be liable for any costs which you will incur, nor shall we pay any compensation or make any refunds due to this action and your security deposit will be withheld.

Housekeeping Policies

The Sunset Palms Villa is cleaned prior to your arrival and after your departure. The accommodation is 'Self-Catering'. Should additional housekeeping services be required due to negligence or abuse, there will be a minimum charge of \$100 or equivalent in your payment currency, against your Security Deposit. If an interruption of the housekeeping schedule is caused by a guest checking-out late after the 10am check-out time (unless otherwise prior agreed with us or our local management company), an extra night will be assessed against the Security Deposit.

General

Inside the Sunset Palms Villa, a Guest Information Book is provided which gives advice and safety information. It is the responsibility of all guests to ensure that they have read and understood the contents and the advice given therein. If there are any questions, at all, at any reasonable time, do not hesitate to contact our Management Company for clarity and guidance.
Due to local restrictions, parking is provided for automobiles on the villa's driveway. No parking is available for any Travel Trailers or RV's of any size, or Boats, Jet Skis, etc. Violators will be towed at their own expense. No parking is permitted on any highway/road within the community overnight. Any vehicle parked on the highway at night is likely to be towed away and the owner/renter accepts all responsibilities and costs necessary to regain custody of their vehicle.
The use of the accommodation and its amenities including the pool is entirely at the user's own risk.
We and our management company accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of the accommodations and its amenities including the pool is entirely at the user's own risk.
Children must be supervised by responsible adults at all times, especially within the pool area.
Glass or crockery or the like is not permitted within the pool area.

Neither we nor our management company can accept any liability for any loss of rental time due to travel problems, flight delays or cancellations, industrial disputes or any events outside of our control, including any form of Force Majeure.
Neither we nor our management company can accept responsibility for any failure of villa equipment, but on notification by you to them, immediate reasonable action will be taken to attempt to rectify any such failure.
Neither we nor our management company can accept any responsibility whatsoever, neither will any compensation or any other payment be made, if any cancellation or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community or local area, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control.

Should it be absolutely necessary, we or our management company shall be allowed access at any reasonable time during your stay. This is extended to include such workers as pool maintenance personnel, gardeners, maintenance/repair men, etc.
Website description: All information provided on our websites is deemed to be correct to the best of our knowledge and is supplied as guidance and does not form part of any contract and shall not be binding on us or our management company in any way whatsoever.
Changes are periodically made to the information which appears on our websites and although we endeavour to maintain it and make it as accurate as possible we cannot be responsible for any errors or omissions. The content of the site is not guaranteed to be complete, accurate or available and may be changed at any time without notice. We may make improvements or changes to our website at any time. In no event shall we or our Management Company accept liability for error or omissions.

This contract is subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts.

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If you require any additional information about our Terms & Conditions please do not hesitate to contact us at the email address we have used to correspond with you.

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