



## Booking Terms and Conditions for all persons renting the Sunset Palms Villa in Davenport FL 33837

### **Bookings**

To secure your required dates a non-refundable deposit of \$300 is required within 7 days of your provisional booking. Once this deposit has 'cleared' the banking system we will send you a confirmation email but until its receipt by you the booking cannot be considered binding. The deposit 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 party's. The named person on the booking confirmation will be responsible for the total rental price of the villa as agreed on the confirmation. The outstanding balance is due 60 days prior to your departure (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 these conditions, we do reserve the right to cancel your booking and the cancellation penalties below will apply. Full payment is required at the time of booking for all bookings made within 8 weeks of the arrival date. The minimum stay is 5 nights unless otherwise agreed by us in writing beforehand. For all agreed bookings of 6 nights or less we require full payment on booking. Unless we state otherwise in writing all rentals will incur a departure cleaning fee (rate as displayed on the website). Shortly after all payments have cleared you will receive by e-mail, easy and straightforward directions to the villa and other necessary access 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 departure, the villa will be available for occupancy from 4.00 pm on the date of your arrival and must be vacated by 10.00 am on the day of your departure.

### **Cancellation Conditions**

Cancellation 90 or more days prior to arrival date: Full balance is refundable.  
Cancellation between 60 and 89 days prior to arrival date: 60% of the balance is refundable.  
Cancellation between 30 and 59 days prior to arrival date: 30% of the balance is refundable.  
Cancellation 29 days or less prior to arrival date: No refund.  
An administration fee of \$80 will be deducted from all refunds.  
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 plus your luggage and your personal belongings are fully covered.  
In the unlikely event that circumstances beyond our control necessitate us having to cancel your booking, we will refund any 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.

### **Security Deposit**

Unless otherwise agreed by us in writing, all bookings require a minimum Security Deposit of \$300 to be sent with the balance payment. You may be asked for a larger Security Deposit for rentals in excess of 10 days. The security deposit will be refunded to your party once our Management Company has reported that no damage has occurred, there is no requirement to carry out any chargeable action, e.g. additional cleaning, that the villa keys have been returned and that they see no other reason to withhold all or any portion of the security deposit.

### **Occupancy**

The Sunset Palms Villa is registered with the Florida State Authorities and fully licensed for short-term rentals (STR). The maximum occupancy that the villa is licensed for is 8 persons. Fire Regulations state that under no circumstances can the maximum occupancy be exceeded. Florida State Law requires everyone intending to occupy rental properties, including children and infants, to be named prior to 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 are permitted to stay in the property. Do not embarrass us or yourselves by overcrowding, miss-representation or attempting to sub-let as 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 the owners or Management Company at the time of booking) will be accepted. Persons under 21 years of age will not be accepted unless accompanied by parents or responsible adults. 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 each party renting the Sunset Palms villa are deemed 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, topping up of pool water (as required), disposing of garbage correctly, etc...  
At the end of your rental period, all utensils, carpets, furnishings, walls, fittings, equipment, etc. must be left clean and tidy.  
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 the homeowners and 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 the rental period.  
The payment of the 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 checks the villa prior to your arrival and again on your departure and advises 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), replacement 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 period 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.  
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.  
Care must be taken, due to the sub tropical climate of Florida, with food left uncovered as this attracts insects very quickly. If you are responsible for any additional pest control services, this cost will be passed on.  
Garbage is collected twice a week and must be disposed of strictly in accordance with the instructions clearly displayed in the villa so as to conform to local regulations.  
On vacating the villa, only enough garbage that will fit into the kitchen refuse bin can be left, so 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 garbage container. Any costs incurred by our Management Company for this action will be deducted from your security deposit.

### **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. We also recommend that this decision is 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 phone number and address details are available within the 'Information for Holidaymakers' folder within the villa. They will require a \$90 service call fee plus a heating charge of \$15 per day for the remainder of your holiday calculated from the day you request heat up to and including the day you leave. It should be noted that the pool can take 48 hours to reach optimum temperature (and in certain circumstances even longer).  
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 guest's 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 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 to.

### **Smoking and Pets**

For the comfort and safety of our customers, we have to insist on a NO SMOKING policy throughout the "Sunset Palms" 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 or the residents of Sunset Ridge. 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, 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.

### **Housekeeping Policies**

The Sunset Palms Villa is cleaned prior to your arrival and also 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 \$100.00 against the 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 previously agreed with the local Management Company), an extra night will be assessed against the security deposit.

### **General**

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 when in 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 problem, 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, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control. 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, gardeners etc. This contract is subject to and shall be construed in accordance with the laws of the United States of America and all parties hereby submit to the exclusive jurisdiction of the US Courts. Website description: All information provided on the website is deemed to be correct to the best of our knowledge; the information is supplied as guidance and does not form part of any contract.