

**Orchid Villa, Sunset View Drive, Sunset Ridge,
Davenport, Florida 33837**

BOOKING TERMS & CONDITIONS

Malcolm and Kerry Mearns (herein after referred to as we, our, or the "Owners") offer short term rental of the home known as Orchid Villa (the "Property") to the person named as the lead person on the booking form (herein after referred to you, your or as the "Guest").

Information about the Property can be found at www.villasatsunsetridge.co.uk (our "website").

1. Making a booking:

A booking can be made to us in writing by e-mail, on the phone or on-line using the booking form on our website. A copy of these terms and conditions are sent with each confirmation of a booking and can be found on our website.

Reservations will be confirmed upon payment of a non-refundable deposit of 20% of the non-discounted booking value.

By your completion and submission of the form booking (by ticking the box "I agree") or your payment of the deposit for bookings made not using the on-line form, it is deemed that you have read and agreed to abide by these terms and conditions. Please ensure that you visit the web page set out above for the most up to date terms and conditions.

Please note - everyone occupying the Property (staying overnight) must be listed on the booking form, including small children. This is Florida state law and must be adhered to.

2. Booking Changes:

If you need to change your booking after confirmation (e.g. arrival or departure dates, mid stay cleans etc) you must write, phone or email and we will try to meet your requirements wherever possible. If you add people to your booking, they are added on the understanding that they have accepted these terms and conditions. The Owners reserve the right to charge cancellation fees if the number of nights booked is reduced or dates are changed. We also require that you inform us if people are deleted from your party.

We will issue a revised booking form to confirm your changes.

3. Cancellations:

Please take note that the reservation deposit is non-refundable.

Providing the Owners receive written notice (e-mail cancellations are not acceptable) of cancellation not less than 9 weeks prior to the actual arrival date, the Guest will not be liable to pay the full balance. It is the responsibility of the Guest to ensure that the signed cancellation letter reaches the Owners.

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If the cancellation is received 63 days or less to the start of the stay at the Property the Guest is liable to pay the additional sum as outlined below. If the full balance has already been paid and the cancellation notice is received more than 42 days from the arrival date, then a partial refund will be given as outlined below. If the Owners are successful in re-letting the Property for all or part of the reservation period, the full balance or the part balance of the final invoice may be refunded. The Owners reserve the right to cancel any bookings providing written notice is given and any balance paid refunded unless the reason for cancellation is failure to pay the final balance.

Period before arrival date when we receive your notification

Cost as a % of your total cost

More than 63 days

Deposit (20%)

63 to 43 days

50%

42 to 0 days

100%

In the unlikely occurrence of a Force Majeure event, necessitate cancellation of the booking, we will refund any monies paid to Guest, without interest, compensation or consequential loss of any kind.

4. Rental Rates:

The Guest will be responsible for the total rental price of the Property, as set out on the on the booking form.

The current rental rates applicable for the Property are set out on our website. The Owners reserve the right, at any time before a booking form is confirmed to amend the rental rates applicable to the Property. Once the booking form as been confirmed, the cost of the rental will be fixed subject only to change in the rental cost, in the sole discretion of the Owners, in the following circumstances:

- A) Where a clear error has been made on the booking form, or
- B) sales or tourist tax rates change from the percentage shown on the booking form; or
- C) for bookings in Sterling (GBP) if the GBP/USD exchange rate at time of final payment changes by more than 15% to the rate shown on the booking form.

We will endeavour to provide you with as much notice as possible in relation to a change occurring in the above circumstances.

Please note: A minimum period of rental applies throughout the year of 5 nights. Exceptions to this apply at peak times where the minimum during Easter is 7 nights, and Christmas and New Year is 10 nights. Periods of less than 5 nights may be accepted to fill small gaps in our availability calendar.

5. Payment

Payment of the remaining balance of the agreed rental cost (total price less the non-refundable deposit) plus the security deposit must be paid 8 weeks prior to arrival. Where bookings are made within 8 weeks of arrival must be paid in full at the time of booking.

If the full balance of the rental cost is not paid in cleared funds, we reserve the right to apply a late payment charge of \$20 per day, and if any balance is overdue by more than two weeks then we reserve the right to cancel your booking and cancellation penalties will apply.

All checks must be made payable to "Mr Malcolm Mearns".

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6. Party Size:

The maximum capacity the Property is licensed for is 12. Persons under 25 years of age must be accompanied by parents or responsible adults. No same gender parties are allowed. Permission must be obtained in writing from the Owners or their agents appointed to manage the property on behalf of the Owners (the "Management Company") if persons not listed on the booking form are to visit the property and use the facilities – At no time can these guests stay overnight at the Property. The Owners reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void, with a requirement to vacate the property immediately, no compensation will be paid, and the security deposit will be forfeited. The Property cannot be shared or sub-let without the express consent of the Owners and only the persons shown on the booking form are permitted to stay in the Property.

7. Smoking and Pets:

For the safety and comfort of all our guests smoking is not permitted inside the Property at any time and pets may be brought into the Property by prior permission but not in the pool or the pool area. Non-compliance with these terms will result in a forfeit of the security deposit and could be asked to leave without refund. The Property is licensed by the Florida State's Hotel licensing authority as a non-smoking building and compliance is mandatory.

8. Trash/Bins. The Trash bin must be put out on the prescribed day of collection and in accordance with direction set by the Florida Waste Management Company that is clearly stated in notices set out in the villa. Failure to do so may result in partial loss of security deposit. No waste may be left beside the bin and no waste may be left in such a way that exceeds the bins capacity to have the lid unable to be correctly left in its lid closed position. Excess waste can be removed by notification to the Management Company but may incur an excess waste removal fee.

9. Insurance:

You agree that as a condition of these terms you will ensure that all members of your party are covered by travel insurance which carries adequate protection against delays, cancellation and medical cover for the U.S.A. in addition to cover for their personal belongings and luggage.

10. Check in and Check out:

Check- in to the Property is after 4:00pm on the day of arrival as shown on the confirmation of booking form and check- out is before 10:00am on the date as shown on the same form.

Should the Guest require an early check-in or a late check-out then this can only be approved within 14 days of arrival. If the Owners and/or Management Company on the Owners behalf accept this request then there will be a charge of 5% of the nightly rate for every additional hour (or part) before 4:00pm for check in and after 10:00am for check out. These charges are quadrupled (multiplied by 4) in the event of the Guest not leaving the Property at their given check out date and time (as shown on their booking form) and all costs involved in removing the party will be passed on in full to the Guest.

11. Returnable Security/Damage Deposit:

Your agreement to abide by these terms includes acceptance to pay for any damage of any kind caused by your occupancy of the Property. Please check the Property on arrival and report any damage or carpet marks to the Management Company within 24hrs of arrival. If this is not done then there is a risk that cleaners could raise the problem as being caused by you. The cost of repairs and/or replacements will be deducted from your security deposit prior to the return of the balance. The security deposit will be fully refundable 3-4 weeks after your departure from the Property, providing there are no claims against it. Claims include, but are not limited to: - BBQ cleaning costs if BBQ left dirty on departure, alarm call outs by the sheriff or fire department, cable tv - pay per view costs, additional costs caused by guest misuse of equipment, damage of any kind, telephone costs as stated in the information book, overriding the default pool heating temperatures, excessive

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cleaning costs or excessive use of electricity (caused by leaving external doors open with the air conditioning on). The Guest will be held responsible for all additional costs, which exceed the security deposit, and any additional sums must be paid within 14 days of your receipt of an invoice setting out these additional items.

12. Owners Access:

The Owners or their Management Company shall be allowed access at any reasonable times during your stay, and wherever possible will provide reasonable advance notice.

13. Responsibilities:

All persons forming the party of the Guest where or not they are stated on the booking form are responsible for the care of the Property and are expected to take reasonable care of it, turning off all unused items, and ensuring the pool screen doors are closed at all times, the Property doors and windows are locked and security alarm is activated whenever the property is unoccupied. Failure to comply could result in the named persons (jointly and/or severally) being held responsible for the cost of losses and damage incurred in the event of a burglary whilst the property is unoccupied. At the end of the rental period, BBQ, all utensils, carpets, furnishings, walls, and fittings must be left clean and tidy. Glass or crockery is not permitted within the pool area. Tampering with the pool alarm is strictly forbidden and is there for the protection of all who use the Property and that anyone tampering with or disconnecting pool alarms commits a misdemeanour of the second degree, punishable by a \$5000 fine or one (1) year in jail.

Children must be supervised by responsible adults at all times when using the pool.

The Guest is responsible for leaving the property in good order and in a reasonably clean condition.

14. Code of Conduct:

The Property is located in Formosa Gardens which is a high quality residential community and we ask that nothing interferes with the enjoyment of other holiday makers or residents of the community. Please do not do anything that is likely to inconvenience your neighbours. The Formosa Gardens Residential Community Association has strict rules concerning noise especially between the hours of 10:30pm, and 7:30am. No vehicles may be parked on the road overnight and there is a maximum speed limit of 15mph within the community. No RV's are allowed within the community.

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, the Owners or their Management Company reserve the right to terminate your contract immediately and forthwith with a requirement to vacate the property immediately. The Owners or the Management Company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action

15. Limitation of Liability:

Nothing in this clause or these terms will limited the Owners liability for death or personal injury caused by the gross negligence of the Owners.

Subject to the preceding sentence, the Owners (including the Management Company) accept no liability whatsoever for death, personal injury, accidents, loss or damage, to persons or personal belongings howsoever else caused. The use of the Property, its amenities including the pool are at the Guest and their party's own risk.

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The Owners and the Management Company cannot accept liability for the sudden failure of equipment (including where the pool heater cannot reach optimum temperature due to adverse cold weather conditions) at the Property but will take immediate and reasonable action to rectify any such failure upon notification by the Guest.

16. Force Majeure:

The Owners (including the Management Company) accept no liability whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of your 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, loss of mains electricity or gas supplies, or any other events beyond our reasonable control.

17. Complaints:

In the unlikely event that you should have a problem with the Property or its facilities, please bring this to the attention of our Management Company immediately so they can investigate and attempt to resolve the issue locally. If you are still dissatisfied with the outcome, please send the complaint in writing to the Owners within 14 days of your return home.

If you do not bring your complaint to our Management Company's attention immediately, you will have not allowed them the opportunity to satisfactorily resolve your problem - in these circumstances, we will be unable to assist you with your complaint - we cannot try to put things right for you when you have returned home.

Please note, however, that we cannot accept responsibility for the actions or omissions of our Management Company staff.

18. Governing Law:

These terms and conditions are 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. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Signature..... Date.....

Print name.....

Lead Guest

HAVE A HAPPY HOLIDAY

Mr and Mrs Mearns 3 Violet Close, Springfield, Chelmsford, Essex CM1 6XG	Telephone 011 44 1245 468350 + 44 (0)1245 468350 /+ 44 (0) 7780 707540 International Dialling Access Codes:- From Europe dial 00 in place of + From USA dial 011 in place of +
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