



## TERMS AND CONDITIONS

### Booking and Payment

The lead guest who signs the booking contract is responsible for all payments in respect of the booking. Reservations will be confirmed upon payment of a non-refundable deposit of 25% of the total booking value. This amount should be sent within 5 days of the initial enquiry after which time your option will be automatically released. The balance should be paid no later than 8 weeks prior to the commencement of rental. Should payment not arrive by this time the booking may be cancelled and the cancellation charges below will come into effect. Full payment will be required for bookings made within 8 weeks of departure. Only the individuals shown on the booking form are allowed in the villa up to a maximum of 14.

### Cancellations

You may cancel your booking at any time. Cancellation charges will apply as follows: Cancellations more than 8 weeks before the arrival date the deposit will be forfeit - If the balance of payment is not made in full 8 weeks prior to the commencement of the rental, we reserve the right to cancel the booking and the deposit will be forfeit in lieu of a formal cancellation request. If cancelled between 6 and 8 weeks before the arrival date at the property, 50% of the full fee will be forfeit. If cancelled between 4 and 6 weeks before the arrival date at property, 75% of the full fee will be forfeit. Cancellation within 4 weeks of arrival date, the full rental will be forfeited.

We will endeavour to re-let the villa on similar terms if you cancel. If we are successful in doing so, the deposit only will be forfeited and at the discretion of the owners a portion of your deposit payment may also be refunded. All cancellations must be confirmed by the person named on the booking form.

### Unavoidable Changes

If circumstances arise beyond our control, we reserve the right to cancel the booking and in such event all sums paid will be refunded. No interest or compensation will be paid. Or alternatively, subject to availability we will offer alternative accommodation of similar standard if a major change in the booking is necessary. If this is necessary we will endeavour to give as much notice as is reasonably possible. However, if the guest does not wish to be relocated then all sums paid for the property shall be returned without interest or compensation.

### Security Deposit

A conditional refundable security deposit of £500/\$750 will be charged to cover any breakage, damage or losses whilst staying in the villa. The guest is solely responsible for any damages or breakages that may be caused to the villa or its contents. All or part of the security deposit may be retained by to cover excess cleaning costs, replacement or repairs to the villa or its contents, excessive utility bills, e.g. leaving appliances on throughout your stay or created by external doors being left open whilst the air-conditioning is on. The management company will check the villa before and after a guest rental.

Any defects or damage found on arrival must be notified to the Management Company within 24 hours of arrival or you may be held liable.

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**Rates**

The owners reserve the right to change the rental rates at any time until the point that your booking is confirmed and the 25% deposit is paid.

If changes beyond our control occur as shown below we reserve the right to increase or decrease the booking fee for confirmed dates under the following circumstances:-

A) Sales or tourist tax rates change from the percentage shown on the booking form.

B) 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.

**Responsibilities**

It is the responsibility of all persons listed on the party names form to ensure that all equipment & furnishings within the home are treated with respect and due care and attention.

It is the guest's responsibility to ensure that the security alarm is used whenever the home is left unoccupied and that all windows and doors are locked – failure to follow these requirements will result in the guests being liable for losses as the result of burglary if all security measures are not adhered to.

Any spillages on carpets or furnishings must be cleaned immediately and it is expected that on your departure day all furnishings and equipment is left in a reasonable and clean condition.

The BBQ is cleaned prior to your arrival and failure to return the grill to its original state before your departure will result in a £50/\$75 fee being deducted from your security deposit.

**Arrival/Departure**

The premises will be available for occupation from 4.00pm on the first day of the rental period and must be vacated by 10.00am on the day of departure.

**Liability**

No liability is accepted by the owner or their Management Company whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the villa or pool. This waiver extends to people visiting the villa as guests of the guest(s).

Tampering with the pool alarm is strictly forbidden and is there for the protection of all who use the house 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.

**Pool/spa heat**

If the guest elects to pay for either hot tub or pool heat or both then we will endeavour to ensure that the pool temperature will reach a maximum 89 degrees F and spa 101 degrees F, however these temperatures cannot be guaranteed. Sometime things do go wrong with pool heat or filtration systems that are beyond our control. Should this occur we will do everything in our power to correct the situation, if we are unable to correct the situation within a reasonable time we will refund a fair proportion of the price we have charged for the defective service (e.g. pool heat).

**Owners Access** The owners or their management company shall be allowed access at any reasonable time during your stay, wherever, possible notice will be given in advance.

**Insurance**

The guest is responsible for taking out adequate insurance to cover all risks.

No liability is accepted by the owner for loss of mains services or failure of appliances, loss of use of pool, nor any actions taken in the vicinity of the property by any authority over which the owner has no control. The villa has an alarm system and must be used when the villa is not habited.

The owner or the Management Company cannot be held responsible for any ongoing construction or alterations to existing villas or any noise on or around the community.

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**Force Majeure**

The owner or their Management Company do not accept any liability whatsoever and no compensation or other payment will be made for loss, damage or injury caused by Force Majeure (e.g. war, strikes, adverse weather, disasters, earthquakes, terrorism, transportation or other events beyond the owner's control).

**Smoking Policy**

For the comfort and safety of our guests, smoking is not permitted anywhere in the home. However, guests may smoke in the pool area and surrounding gardens. Ashtrays are provided for guests use. If guests are found to have smoked inside the villa, the full security deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc.

**Animals and Pets**

Animals and pets are not permitted in the villa.

**Complaints**

In the unlikely event that you should have a problem with our rental home 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.

**Code of Conduct**

Formosa Gardens is a premier community and it is the guest's responsibility to ensure that all community rules are followed and that guest behaviour does not inconvenience your neighbours in any way.

The Formosa Gardens Residential Community Association has strict rules and it is the guests responsibility to familiarise themselves with these guidelines including but not limited to: Minimal noise to be made between the hours of 10:30pm, and 7:30am, no vehicles to be parked on the road overnight and that there is a maximum speed limit of 15mph within the community. In the event that any member of your party behaves in a way that causes complaint or damage to property in disregard for these rules the owners or their management company reserve the right to terminate your contract immediately and all monies paid will be lost.

**Passports and Visas:**

British citizens travelling on the visa waiver scheme and staying for less than 90 days should make sure they hold a full British passport which is valid for at least six months beyond their last day. They will also need to register via the Electronic System for Travel Authorisation ESTA. <https://esta.cbp.dhs.gov/esta/>  
Submission of the booking form constitutes acceptance of a contract on these terms subject to English Law and the exclusive jurisdiction of the English Courts.

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

**Signed by Lead Guest** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Initials** \_\_\_\_\_