

# JCHolidays

## Terms & Conditions

### **1. Booking Conditions**

A non-refundable deposit of £200 / \$200 is required to secure your booking; this is to be sent with the completed booking form.

The balance of your holiday booking will then become payable 8 weeks before departure, if payment is not received on or by this date we reserve the right to cancel your booking with loss of deposit or at our discretion charge an administration fee for the continuation of the booking. If the booking is under 8 weeks before departure, then full payment is due. UK credit cards are accepted via Paypal via our website. This will incur a 4% charge for processing costs. UK Cheques or cash is also accepted. US credit cards are accepted via Paypal on our website. This will incur a 4% charge for processing costs. USA Monies can also be sent direct to our USA account via a wire transfer. The booking is not accepted until acknowledged in writing by us.

All correspondence and documents will be sent to the party leader as detailed on the booking form who is responsible to us for all payments in respect of the booking and for ensuring that members of the party are kept informed of details affecting their arrangements.

Arrival details, directions, maps, key collection information, local tourist information and the address of our on site Management Company will be sent to you two (2) weeks prior to your arrival date at our villa, providing final payment has been received and cleared. Use of the JCHolidays Guest website is to be restricted to members of the booked party only. Any abuse or misuse of the website will result in loss of security deposit.

Maximum number of guests is 10 (ten) persons.

### **2. Minimum Stay**

Bookings are only accepted for a minimum of 3 nights in low season and a minimum of 7 nights in high season. Stays of less than 5 nights will incur an additional cleaning fee.

### **3. Security Deposit**

It is a condition of any booking that you are responsible for any and all damage to the property or its contents during your stay, and that you agree to pay for any such damage including all legal and professional fees required to recover the monies owed. The amount of the Security Deposit does not limit your liability. A Security deposit of £250/\$250 is required with the final payment 8 weeks before departure. The Security Deposit will only be returned when the Management Company has confirmed that a satisfactory status report has been received and there are no excessive utility bills.

### **4. Arrival/Departure**

Details of key collection will be given with the 'Information Welcome Pack' two (2) weeks prior to arrival. The keys are the responsibility of the guest and a charge will be made for lost keys. The rental commences at 4pm on the day of arrival and ceases at 10am on the day of departure with no exceptions so the cleaners have sufficient time to clean before the next guests arrive. You will be charged at an hourly rate based on the booking price if you go over the allotted time until 4pm, after 4pm you will be charged a further night's rental without the right to stay in the property. The property will be cleaned before arrival and again on your departure.

### **5. Pool Heat**

In the event of the pool heater breaking down the homeowner liability will be limited to refunding the pool heat money paid by the guest for the number of days the heater is out of action. No further action will be taken or compensation paid.

We cannot guarantee the temperature of the pool, as this will vary according to several factors, the main one being the prevailing weather conditions. A pool blanket and deck reel is provided to assist with the best possible temperature retention. The guest is required to use this during the months October – March. The pool heater may not work in excessive cold and there will be no refund due to this condition.

### **6. Cleaning**

The property will be cleaned prior to your arrival and after you have departed. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Details are held in the Villa Information guide in the dining area. Should the property require extensive cleaning then the owners or their management company reserve the right to withhold any monies from the security deposit to pay for the extra cleaning.

### **7. Force Majeure**

The homeowners & their representatives cannot accept, to be responsible for or be liable in respect of loss, damage or changes caused by force majeure. For example but not limited to, strikes, war, acts of terrorism, floods, hurricanes, closure of airports, weather conditions or other events beyond our control. No refunds will be made.

### **8. Use of the Villa**

Only the persons named on the booking form are allowed to use the villa and facilities at the Manors at Westridge unless agreed with the owners in advance. The US management company may evict any persons not authorised to stay in the property. Such action will not entitle the client or any of their party to a refund of any monies. We request that our guests respect other villa guests and as such do not create a disturbance of any kind or partake in any illegal actions. If such is reported we or our management company and representatives have the right to evict the guests. We would like to remind you that for the enjoyment of future guests that this is strictly a NO SMOKING, NO PETS villa.

### **9. Safety**

Use of the pool is at your own risk. No diving permitted and guests are specifically requested not to allow unsupervised children to use the pool areas at any time. A mesh fence has been provided for you use along with pool alarms on all doors. Guest must exercise care on wet surfaces and are requested not to enter the house wet. Plastic drinking beakers are provided for use in the pool area. No glass should be taken into the pool area.

The owners or their agents cannot accept liability for any personal injury, death or loss of personal belongings within the property. We strongly advise guests to get appropriate holiday and medical insurance with a reputable insurance company/agent.

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### 10. Cancellations

In the event that you cancel your booking the following charges will apply:

<b>Period before departure</b>	<b>Charge</b>
More than 8 weeks	Loss of deposit
Less than 8 weeks	100% of rental cost

The person who has made the booking must confirm all cancellations in writing. We will gladly provide proof of payment of a booking for the purpose of an insurance claim. It is strongly recommended that all guests take an 'All risk' insurance cover. Any changes to a booking once the form that has been received will incur a £25/\$25 admin charge.

In the unlikely event that we have to cancel your booking due to circumstances beyond our control we will endeavour to find suitable accommodation, should you choose not to take the alternative offered we will refund only the monies paid for your booking, no other compensation will be paid.

### 11. Liability

Please bear in mind that this villa is situated on developments which consist of both residential and vacation homes, therefore the homeowners and their representative(s) cannot be held responsible for any on going construction, alterations to existing houses or any noise or nuisance as a result thereof on or around the housing development. In the unfortunate circumstance where there is a breakdown of an appliance/utility repair time will be dependant on the service contractor, the owners can not be held responsible for these delays and no monies will be refunded for loss of service.

The owners will not accept liability for loss of main services, such as but not limited to electricity or water supplies.

### 12. Climate

The applicant is hereby made aware that, as Florida is a tropical climate it is the home of many insects etc. Our home is treated on a regular basis to repel such unwanted visitors, but inevitably they will occasionally find their way inside the property. They are best eradicated by spraying with an appropriate product. The problem with these unwanted guests is greatly reduced if food and crumbs are not left on worktops, tables, floors or in the pool area – it is advisable to clean up spills immediately.

### 13. BBQ

A Park Style BBQ has been installed for your enjoyment. The tools have been supplied and are located in the garage. You must provide your own charcoal, we recommend the self lighting type 'match light' from stores like 'Wal-Mart'. No flammable or starter fuel is allowed to be stored within the premises or within 3 feet of the villa. You are expected to leave the BBQ clean for the next guest and dispose of the used charcoal properly. A charge will be taken from the security deposit if it is not.

### 14. Pushchair (Stroller), Highchair & Crib (cot)

All equipment provided is for use at the guests own risk and that if there is anything which appears to be faulty they should report it immediately to our management company and discontinue use until it has been inspected and repaired or replaced as necessary.

### 15. Security Alarm

A security alarm has been provided for the safety of our villa and guests. It is the responsibility of the guest to make sure that the alarm is activated and all doors locked when the villa is not occupied. Children must not be allowed to use or tamper the alarm. Falsely setting off the alarm or leaving the villa unlocked and not secure will result in, but not limit to, the loss of security deposit.

### 16. Other

The management company and representatives reserve the right to enter the premises at any reasonable time to inspect premises or to carry out repairs. (If such repairs are necessary all reasonable measures will be taken not to inconvenience or trouble the rentee/guests). We reserve the right to cancel a booking if such repairs or work is to be carried out in this rental period if it is in the interest of Health & Safety of the public. In this event we will return all monies or part of if in residence (but without interest or compensation) or at the option of the clients and subject to availability will offer alternative premises of comparison standard. The client will be informed as soon as possible. United States immigration requires that all UK citizens hold a full 10-year passport with at least 6 months remaining after your trip. Non UK citizens are advised to contact the United States embassy to check visa requirements prior to booking. It is your responsibility to have the correct documents for entry. Refunds of monies will not be given if you are unable to get to the villa. You must also hold a valid ESTA.

### 17. Problems

Any complaints relating to the property must be made in writing to the management company immediately or within 24 hours of any problem arising, who will endeavour to put things right. Unless there is a valid reason, we will not consider the owner their agents or representatives liable for any complaint that was not initially registered with the Florida representative during your stay. In the unlikely event you can not contact the management company you must escalate to the owner.

### PLEASE NOTE

This contract covers accommodation only. It does not include flights, insurance, car-hire, theme park tickets, show tickets or food.

The signing of the booking form or completion of the on-line booking form constitutes acceptance of these terms & conditions by the client.

**This contract is governed by and shall be interpreted in accordance with English law**