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**Terms & Conditions**  
(All bookings accepted are subject to these terms & conditions)

**Definitions: -**

<b>Owner:</b>	Alex & Elisabeth Trickett
<b>Guest:</b>	Lead Guest, all Party members named on the booking form and any visitors to the Villa during the Guest's stay.
<b>Villa:</b>	Cloud Nine Villa, Highlands Reserve, Davenport, Florida, 33897, USA
<b>Management Agent:</b>	OPS etc

**1 Booking Procedure**

- 1.1. A Provisional Booking can be made via telephone, email or fax directly with Owner. No booking is considered Provisional or Confirmed unless booked directly with Owner.
- 1.2. Provisional bookings will be held for 7 days during which time Owner must receive your completed booking form and reservation deposit of £200 / \$300.
- 1.3. A booking will only be considered Confirmed when the reservation deposit and booking form have been received and Owner has confirmed the booking to Guest in writing by email, fax or letter.
- 1.4. Signing of the booking form by the Guest constitutes an acceptance of all of the terms and conditions by the Guest and all members of his party.

**2 Payment Terms**

- 2.1. The balance is due 4 weeks before the first day of Guest's stay at the Villa.
- 2.2. Bookings made within 4 weeks of arrival are payable in full at the time of booking.

**3 Security Deposit**

- 3.1. A refundable security deposit of £250 / \$400 is payable when the balance is due to cover breakages or damage to the Villa and / or contents, excessive cleaning costs other than those normally incurred in connection with the occupation of the premises, missing inventory items and charges left unpaid for third party call out to the Villa including, but not limited to, work relating to the interference or misuse of the Villa's systems or locksmith call-out.
- 3.2. The security deposit will be refunded within 2 weeks of the Guest vacating the Villa subject to a departure inspection of the Villa, its contents and the inventory by the Management Agent and any deductions to cover the expenses mentioned above.



# Cloud Nine Villa

## Highlands Reserve

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#### 4 Cancellation Charges / Refunds

- 4.1. The Guest may cancel the booking at any time subject to cancellation charges.
- 4.2. Cancellation must be in writing.
- 4.3. The Owner reserves the right to cancel the booking if the payment required has not been received on agreed dates.
- 4.4. The following cancellation charges apply to all rentals
  - 4.4.1..1. 8 weeks or more – loss of full reservation deposit
  - 4.4.1..2. 4 to 8 weeks prior to arrival – 50% of total rental charge
  - 4.4.1..3. Less than 4 weeks prior to arrival – 100% of total rental charge
- 4.5. If payments are made by credit card and subsequently cancelled a 5% credit card commission charge will be made.
- 4.6. In the unlikely event of the booking being cancelled by the Owner all monies paid will be refunded to the Guest as soon as is reasonably practical.
- 4.7. Refunds will not be made for services included in the rental price that are unused.

#### 5 Liability

- 5.1. The Owner is not responsible in any way for any loss or injury in the use of the Villa, pool or spa. The Owner cannot accept liability for personal injury, accident or death of members of the Guest's party or visitors to the Villa (including use of the pool and spa and surrounding areas and use of the equipment supplied be that on or off the Villa or premises) or for any loss or damage to any property howsoever caused.
- 5.2. The Owner accepts no responsibility for, and shall not be liable in respect of any loss, damages, alteration, delay or changes arising from circumstances outside our control – these include (but are not limited to) war (or threat of war), acts of terrorism, fire, adverse weather conditions, government actions, closure, congestion of airports, cancellation or changes of flight schedules, theft from the Villa premises (both interior and exterior including garage and pool & spa areas), ongoing construction or alteration work to any houses within the Highlands Reserve development which may effect the Guest and his party and complaints about the Villa which have not been reported to the Management Agent.

#### 6 Loss & Damage

- 6.1. Any loss or damage incurred during the length of the Guest's stay will be reimbursed by the lead Guest.
- 6.2. Any loss or damage costing less than the value of the security deposit will be deducted from the refund of the security deposit.
- 6.3. Any loss or damage costing above the value security deposit will result in the forfeit of the security deposit and the balance of cost of the damage will be fully reimbursed by the lead renter within 7 days of departure from the Villa.
- 6.4. Any misuse of the Villa's systems resulting in costs being incurred will be reimbursed by the lead Guest. This includes, but not limited to: -
  - 6.4.1..1. Air conditioning must not be set below 72F as freezing of the unit can occur - \$85 call out charge
  - 6.4.1..2. Pool valve equipment must not be touched. If the pool is drained or the pumps / filters stop working the Guest will be responsible for the full cost of repairs / maintenance.
  - 6.4.1..3. Loss of keys – the Guest will be charged for locksmith call-out.
  - 6.4.1..4. WC blockages – the Guest will be charged for failure to comply with the Management Agents instructions regarding the WC resulting in a plumber call-out.

## **7 Insurance**

- 7.1. The Owner has insured the Villa and the Owner's contents and inventory but does not cover loss of the Guest's property. Claims for loss of property and medical costs will not be made on the Owner's insurance.
- 7.2. The Owner strongly recommends that the Guest takes out travel and medical holiday insurance to cover unforeseen circumstances which may necessitate the cancellation of the Guests booking and loss during the Guest's stay at the Villa.

## **8 Amendments**

- 8.1. Requests by the Guest to amend a confirmed booking may be accepted at the Owner's discretion.
- 8.2. Amendments must be confirmed in writing prior to the arrival date and any difference in price be paid on the balance due date or in full if the amendment is made within 8 weeks of arrival at the villa.
- 8.3. An amendment fee of £10 will be charged for each amendment. The amendment fee is payable at the time the amendment is notified to the Owner.

## **9 Complaints**

- 9.1. Any complaints concerning the Villa should be immediately reported to the Owner's Management Agent so that prompt and remedial action can be taken.
- 9.2. Complaints will not be accepted after the end of Guest's stay at the Villa.

## **10 Owner's Management Agent**

- 10.1. The Owner's Management Agent reserves the right to access the Villa at any time during the Guest's occupancy. This will include, but is not limited to, random checks on the condition of the Villa during the Guest's occupancy, emergency access to the Villa and access to the Villa as the result of a complaint by the Guest or any third party.
- 10.2. Full contact details of the Owner's Management Agent will be issued to the Guest following the Owner's receipt of the full payment from the Guest.
- 10.3. Extra services are available from the Management Agent that can be requested by the Guest, these include, but are not limited to, welcome packs, party packs, children's party packs, honeymoon packs, beach packs and BBQ grill hire. These extra services are to be paid directly to the Management Agent.
- 10.4. Any issues arising from the use of extra services provided by the Management Agent should be dealt with directly with the Management Agent. The Owner accepts no responsibility for any independent arrangement whatsoever between the Guest and the Management Agent.

## **11 Brochure / Web site Descriptions**

- 11.1. All brochure and web site descriptions are made in good faith and every care is taken to ensure their accuracy, however, no liability will be accepted in the event of any error. E&OE.



## **12 Arrival & Departure**

- 12.1. The Villa will be available to the Guest after 4pm on the day of arrival unless otherwise agreed with the Owner.
- 12.2. The Villa must be vacated by the Guest before 11am on the day of departure unless otherwise agreed. Any unauthorised access to the Villa after the departure time may result in a charge of the equivalent of one day of the rental price paid.

## **13 Accommodation**

- 13.1. Only the persons named on the booking form are permitted to stay in the Villa.
- 13.2. Subletting, sharing or assigning is strictly prohibited.
- 13.3. An adult must accompany persons under the age of 18.
- 13.3. Any damage to the Villa found upon arrival of the guest must be reported to the Management Agent immediately. If not reported, it will be assumed that any damage to the Villa found during the departure inspection has been inflicted by the Guest.

## **14 Inventory Items**

- 14.1. An inventory will be supplied to the Guest on arrival at the Villa which should be checked and any damaged or missing items should be reported to the Management Agent immediately. Any items found missing from the inventory during the departure inspection by the Management Agent will be replaced and reimbursed by the Guest.
- 14.2. Inventory items, including towels and linens, must not be removed from the Villa (with the exception of sports equipment provided).

## **15 Villa Systems**

- 15.1. The Guest or any member of his party or any visitors to the property must not alter any settings on any pool valves, pool heating or irrigation systems controllers. Unauthorised alterations may cause operating problems and any rectification costs will be reimbursed by the Guest.
- 15.2. The Guest or any member of his party or any visitors to the property must not set the air conditioning controller below 72F. If freezing of the air conditioning unit occurs any rectification costs will be reimbursed by the Guest.

## **16 Swimming Pool**

- 16.1. Swimming pools and spas can be dangerous and those at the Villa are not to be used by children without supervision.
- 16.2. No bubble bath or similar liquids are to be used in the swimming pool or spa.
- 16.3. Drinking glasses or bottles are not allowed in the pool area or spa.
- 16.4. Door alarms on all doors from the house to the pool are provided for the safety of the Guest, all members of his party and any visitors to the Villa. These should not, under any circumstances, be disabled.



**Cloud Nine Villa**  
Highlands Reserve

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### **17 Pool Heating**

- 17.1. If pool heating is required, this must be requested at the time of booking. There is an additional charge for this that must be paid with the final balance.
- 17.2. In the event that the pool heating has been requested, the Owner cannot guarantee the temperature of the pool as this will vary according to various factors, the main one being the prevailing weather conditions.
- 17.3. In the event that air temperature drops below 50F the pool heating will shut off to prevent damage. No refund will be given in this event.
- 17.4. A spa is not a Jacuzzi / hot tub and is not designed to reach a higher temperature than the swimming pool. The pool heater controller is not to be touched by the guest to increase the temperature of the pool or the hot tub. Should the Management Agent find that pool heater controller has been adjusted; the Guest will reimburse the Owner for any excess utility costs.

### **18 Smoking**

- 18.1. For the comfort of all of our Guests, smoking is not allowed in any area of the Villa. Should the Management Agent deem that a Guest has allowed smoking in the Villa any costs incurred in removing evidence of smoking will be reimbursed by the Guest.

### **19 Animals & Pets**

- 19.1. For the comfort of all of our Guests, animals and pets are not allowed in any area of the Villa. Should the Management Agent deem that a Guest has allowed animals or pets in the Villa any costs incurred in removing evidence of animals or pets will be reimbursed by the Guest.

### **20 Insects & Pests**

- 20.1. The Villa receives periodic regular pest control treatment; however, insects and pests are inevitably present in the Florida climate. The Owner cannot guarantee the total absence of insects or pests and only when in the reasonable opinion of the Management Agent are insects and pests in the living accommodation are a serious nuisance will further action be taken.

### **21 Villa Residents**

- 21.1. The Owner reserves the right to decline or accept or retain any person as a client or guest whose conduct is deemed to be disruptive or effects the enjoyment of other holidaymakers at any time during their stay. The Owner will be under no obligation or liability to accept costs incurred or responsibility for any such person.
- 21.2. The Guest will be responsible for behaving in a responsible manner and in accordance with local regulations. The Owner does not accept any responsibility for the termination of travel or holiday arrangements due to the Guest causing distress annoyance, damage or danger to others.
- 21.3. Should the Owner or Management Agent deem the Guest unsuitable according to the conditions above they reserve the right to terminate the Guests stay at any time.

### **22 Law / Jurisdiction**

- 22.1. These conditions do not effect the Guest's statutory rights and are subject to English law and the exclusive jurisdiction of the English courts.