

# GEMS FLORIDA VILLAS

## TERMS AND CONDITIONS

### BOOKING

1. The signing of the Booking Form confirms the acceptance of the terms and conditions set out below and shall be binding on the persons intending to occupy the premises whether or not such persons have signed the Booking Form. Each Booking Form will be confirmed as soon as reasonably possible after receipt of the signed Booking Form and appropriate deposit.

#### Reservation Deposit and Payment of Balance

2. The non-refundable deposit of 20% is payable with the completed Booking Form. The full balance is payable no later than 10 weeks prior to the date of departure, the owner reserving the right to cancel if the balance of the sum remains unpaid nine (9) weeks prior to the date of departure. All telephone bookings will be cancelled if the deposit is not received within 7 (seven) days.

### SECURITY DEPOSIT

3. A Security Deposit of £125 is payable to cover any breakage's or damage to the premises and or contents and excessive cleaning costs other than those normally incurred in connection with the occupancy of the premises. This deposit is fully refundable, subject to any deductions, which may occur as mentioned above, and the return of the Key. The Security Deposit is payable with the Final Payment. The refund of the deposit (less any expenses as mentioned) will be returned within four (4) weeks of vacating the villa.

### CANCELLATIONS

4. If clients should cancel, or the owner cancels the arrangements due to client failure to pay the balance within the time allowed before departure, a cancellation charge will be levied based on the following:

Period Before Departure Date	Cancellation Charge
Sixty (60) to Ninety (90) days	50% of Holiday Costs
Within sixty (60) days	100% of Holiday Costs

Deposits paid are not refundable unless the villa is re-let by either the Owners or the Management Company in Florida. The person who signed the Booking Form must confirm all cancellations in writing.

### FORCE MAJEURE

5. The owner accepts no responsibility or liability whatsoever for any loss or damage or alteration to the terms of the booking caused by events beyond the Owners' control including (but without prejudice to the generality of the forgoing) war, civil commotion, flight delays or cancellations, adverse weather conditions, fire, flood or industrial dispute.

### COMPLAINTS

6. Should a problem arise relating to the premises the Client should contact the Owners' representative. Details are enclosed in the fact file, which will be found on arrival at the premises. In most cases problems can be resolved if this procedure is followed.

### AVAILABILITY

7. The premises will be available for occupation from 4:00 pm on the first day of the rental period and must be vacated by 11:00 am on the day of departure.

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## **LIABILITY**

8. The Owner of the premises accepts no responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects however caused. Guests are specifically requested not to allow unsupervised children in or around the pool. NB NO DIVING IN AND AROUND THE SWIMMING POOL. Due to the Florida State safety pool rules, the pool door must be locked and the safety Bolt on Patio pool door must be in place and bolted at all times, when pool and deck area not in Use, also when vacating the premises. On no account must the pool door alarm be tampered with. It is a criminal offence to tamper or interfere with the pool alarm. This is in place for your children's safety.
9. All brochure descriptions are made in good faith and every care taken to ensure their accuracy, but no liability will be accepted in the events of any error.

## **THE ACCOMMODATION**

10. The accommodation booked can not be sublet, shared or assigned. Only the persons shown on the Booking Form are permitted to stay in the property booked. If the party size exceeding that stated on the Booking Form attempts to take up residence we the Owners/Management Company reserves the right to evict the whole party (Florida Status Ch509). Pets are not permitted. For safety reasons and out of consideration for future guests, please refrain from smoking inside the villa.

## **CLIENTS**

11. Clients are advised:
- a. To take out appropriate Holiday Insurance.
  - b. To read the "House Manual" on their arrival at the villa.

## **TELEPHONE**

12. Local calls are free. Calls outside the free area or long distance calls can be made by the use of a pre paid telephone card.

## **NEIGHBOURS**

13. The villa is located in a new residential development area. It is not a holiday estate and is in a secure location. Please be respectful of our neighbours and others around you.

## **BOOKINGS**

- 14.
- a. All bookings made less than 56 days before departure are payable in full, and all booking conditions apply.
  - b. A cleaning fee will be levied for 6-night stay or less.
  - c. At no time, either in the present or future will all one-sex bookings be accepted.

## **VACATING THE VILLA**

15. Keys: At the end of the client's stay, the client shall return the villa keys to the Owner or if instructed to place in the Villa Key Lock Box.
16. Vacating the premises at any time: For added security at night, a dead-bolt lock is fitted to the front door. If clients lock themselves (or the Owner's representative) out of the premises as a result of dead-bolting the front door and exit the premises via the garage, then a charge shall be levied against the client to cover the added costs of regaining entry.

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## BOOKING FORM

Crescent Lakes, Kissimmee

Lead Name: .....

Address: .....

.....

..... Tel/Fax No: .....

Arrival Date: ..... Departure Date: .....

Flight No (if known): ..... Arrival time: .....

### ADDITIONAL PARTY MEMBERS – SURNAME & INITIALS

To comply with USA, Hotel/Motel regulations under which we are registered you should complete the list below giving details of all persons (& age if under 16) who will be staying in the villa during the dates shown above. Only persons named on the booking form are permitted to stay in the property booked Please Print

**\* state** Mr, Mrs or Miss

**# Age** if under 16

Name: \* ..... # ..... \* ..... # .....

\* ..... # ..... \* ..... # .....

\* ..... # ..... \* ..... # .....

### PAYMENT DETAILS

Rental Cost .....

Deposit 20% .....

Balance Due .....

Plus

Security Deposit ..... **£125-00**

Refundable

Total Outstanding ..... (10 weeks prior to departure.)

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**Declaration:** I have read the terms and conditions of the booking and understand them. I agree on behalf of all persons on this Booking Form to accept and abide by the conditions as printed in the attached folder and form, and I am authorised to sign this form on their behalf. I agree that any damage or breakages, together with long distance phone call charges will be debited from the refundable security deposit.

Only the persons named on this booking form are permitted to stay in the Villa Booked.

Signed: ..... Date: .....

Name (Print): .....

Cheques made payable to G D & H M Snook, please

33 Millers Grove  
Fords Farm  
Calcot  
Reading  
Berks  
RG31 7PH  
UK

Or contact us for other methods of payment.

We the Owners or the Management Company do not accept responsibility for any accident, injury, illness or damage sustained during the tenancy regardless of cause. You are strongly advised to TAKE FULL HEALTH AND TRAVEL INSURANCE.

In and around the pool area NO DIVING. Children should not be left unsupervised at any time. You should ensure no-one swims alone.