

# **Terms & Conditions of Booking**

## **Rolling Hills Estates at Formosa Gardens, Kissimmee, Florida.**

### **1 : Booking**

The signing of the booking form confirms the acceptance of the Terms & Conditions set out below and shall be binding on all persons intending to occupy the property whether or not such persons have signed the booking form.

Each booking will be confirmed by the owner as soon as possible after receipt of the booking form and deposit is received. Once the owners have issued the booking form confirmation the Signatory is responsible for the Total price of the rental property as agreed. The remaining balance must be paid 10 weeks before departure, if the full balance is not paid 10 weeks prior to departure we reserve the right to cancel your booking. The reservation deposit will be forfeited.

### **2 : Booking Cancellations.**

Providing the owner receives written notice of cancellation not less than 12 weeks prior to the actual booking date, the signatory will not be liable to pay the full balance. It is the responsibility of the signatory to ensure the signed cancellation letter reaches the owners. E-mail cancellations are not acceptable. The reservation deposit will be forfeited. If cancellation is received after 12 weeks prior to the start of the holiday the signatory is liable for all or part of the reservation period the full balance of the final invoice. If the owner is successful in re letting the property for all or part of the reservation period the full balance or part balance of the final invoice will be refunded.

### **3 : Security Deposit.**

Upon signing the rental agreement the signatory agrees to pay any damage of any kind to the property from the security deposit. This deposit is fully refundable after your departure from the property, providing there is no claims made against it, in the event of any excess damage of any kind to the property or excess cleaning costs or excessive use of electricity or water { e.g. due to leaving external doors open with the air conditioning on } which exceed the security deposit the signatory will be held responsible for all additional costs.

#### **4 : Liability**

The Owners and the Management Company of the property accept no responsibility whatsoever for death, personal injury, loss or damage to persons or personal belongings however caused. The use of all accommodation, all equipment provided and all amenities, including the pool is entirely at the users own risk. Children must be supervised at all times by a responsible adults particularly when using the swimming pool. **Glass** and **Crockery** are not permitted within the pool area. The Owners and the Management Company cannot accept responsibility for the sudden failure of Villa equipment, but will take immediate action to rectify any such failure upon notification by the Guests. The Owners or Management Company cannot accept any liability for any loss of rental time due to acts of War, terrorism, travel problems, flight delays or cancellations, industrial disputes, failure of any equipment within the Villa or any events which are outside our control, including any form of Force Majeure. The Owner and Management Company accept no responsibility for deviations or variances in advertisement illustrations or description as theses can occur from time to time due to the replacement and or renewal of furniture, furnishings or equipment.

#### **5 : Responsibilities**

The guests are responsible for the property, and are expected to take all reasonable care of it, including the locking of all doors and windows and ensuring the security alarm is activated whenever the Villa is unoccupied. It is the Guests responsibility to notify the Management Company immediately of any sudden Villa equipment failure so that reasonable action can be taken to rectify the situation. At the end of the rental period, all equipment, including everything in the Villa, all walls, all carpets and furnishings included, must be left clean and tidy. It is also the Guests responsibility to ensure the patio area around the pool furniture must be left in a clean and tidy condition.

#### **6 : Party Size**

Everyone occupying the property must be listed on the Booking Form, this includes small children. This is Florida State Law and must be adhered to. The accommodation cannot be shared, assigned or sublet and only the persons shown on the Booking Form are permitted to stay in the property. No pets are permitted. Persons under 21 years of age are not acceptable unless accompanied by parents or responsible adults. This property is fully licensed for short term rental in Florida, the Owners reserve the right to refuse admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

## **7: Arrivals and Departures**

The Villa will be available for occupancy from 5 p.m. on the day of Arrival and must be vacated by 11 am {prompt} on the day of Departure.

## **8 : Smoking**

For the safety and comfort of all our guests **smoking is not permitted** within the property.

## **9 : Code of Conduct**

Rolling Hills Estates is a residential community. Nothing should interfere with the quite enjoyment of other holiday makers and residents. Please do not swim, play loud music or do anything else likely to inconvenience your neighbours after 22.30 {10.30pm} or before 07.30 am, in the event that anyone in your party behaves in any way which our Management Company believes is likely to cause danger, distress or annoyance to anyone else on Rolling Hills or damage any property on Rolling Hills the Owners and their Management Company reserve the right to terminate your let immediately and forthwith. The Owners or their Management Company shall not be responsible for any costs you may incur nor shall we pay any compensation nor make any refunds due to this action.

## **10 : Insurance**

It is a condition of this booking that all members of the party are covered by travel insurance which carried adequate protection against delays and cancellations however caused and has adequate medical insurance for the USA and for your luggage and all persona belongings

## **11 : Force Majeure**

As with any other holiday, there may be circumstances completely beyond our control and contemplation, in which the property might not be suitable for your booking. Examples of these circumstances include ( but are not limited to ) destruction of or severe damage to the property. Such circumstances are referred to as Force Majeure. In the event of Force Majeure the Owners will do there best to make alternative arrangements where possible. If they cannot, or if alternative arrangements are unacceptable to you then they will refund all moneys paid. This is the full extent of the Owners Liability to you in such circumstances and they shall not be responsible for any other costs connected with any such cancellations howsoever arising.

## **12 : Law**

This contract is subject to and shall be construed with the Laws of Scotland and all parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

## **13 : Owners Access**

The Owners or their Management Company shall be allowed access at any reasonable time during your stay.

## **14 : Construction / Building work**

The Owners or their Management Company cannot be held responsible for any Construction / Building Work that may have commenced or will commence in the vicinity of the villa.