



GLORIOUS GULF VILLA

OUR TERMS & CONDITIONS

As a Guest wishing to rent our home, please ensure you read, understand and agree to our following Terms and Conditions pertinent to your rental.

Please do this by signing and returning the form on [Page 9](#)

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It is advisable to keep a copy of this document for your own records

Bookings Procedure

A provisional booking will only become a confirmed booking after all of the following have been completed:-

- the initial non-refundable deposit (or full rental balance) has been paid by the Guest and cleared in the Owner's bank
- the Booking Form has been completed and signed by the Guest and received by the Owner
- the Terms and Conditions have been agreed and signed by the Guest and received by the Owner

Provisional bookings are held for a period of 5 days, pending receipt of the above. Once all of the above have been received, the Owner will confirm the booking in writing to the Guest (usually by email).

Payments

Bookings which are 10 weeks or more away require an initial non-refundable deposit (\$500)

However, if the total number of nights booked is longer than 14 nights then an extra (\$250) non-refundable deposit is applied per week and pro-rated accordingly.

The remaining balance must be paid 10 weeks prior to the commencement of the holiday along with the mandatory Security Deposit (see below).

Bookings made within 10 weeks of departure require full immediate pre-payment of the total rental amount as well as the mandatory Security Deposit - see below.

The following methods of payment are accepted:-

- Guests from UK / Europe - transactions will be managed online via a 3rd Party (TransferWise)
- Guests from US / Canada - transactions can be made via manual check direct to our US bank or wire transfers *

(*) For US wire transfers, due to the extra charges imposed by US banks, an additional (\$) dollar charge is applied, on top the original transaction amount. Owner will confirm the exact charge to Guest at the time payment is due. The Owner's American Bank details are available on request.

Non-Refundable Deposit

Bookings which are 10 weeks or more away require payment of an initial non-refundable deposit. Upon paying this deposit, Guests fully understand and agrees that this is ***non-refundable regardless of any situation***. This payment not only goes towards ensuring that the Guests preferred dates are secured, it also covers the Owners administration and time costs to process the booking.

Mandatory Security Deposit

Every booking requires payment of a mandatory Security Deposit (\$500). This is then held by the Owner and is returned in full to the Guest within 28 days after the completion of the holiday as long as no issues are reported by the Owner's Villa Representative either during the stay or during the check-out inspection. Examples of issues can be, but are not restricted to:-

Damages, breakages, losses, excess departure cleaning, excessive utility charges (water/electricity), altering/ tampering with the pool heating or security cameras, smoking inside the villa, allowing pets in the villa.

If any of the above are either reported/found, the Owner will inform the Guests and reserves the right to deduct costs directly from the Security Deposit. For costs in excess of the Security Deposit amount the Owner reserves the right to claim this directly from the Guest.

Amendments - After Booking

Once the booking has been confirmed, if the Guest wishes to amend any details provided on the initial Booking Form, the Owner will try and fulfil the requested changes provided they are informed in writing at least 10 weeks prior to arrival. Please note that not all requests can be accepted.

Guest understands and agrees to pay the Owner a nominal admin fee (\$75) for each amendment made.

Prices

The rental includes Accommodation as booked, services eg. , reasonable usage of electricity, water, wireless internet connection, free calls throughout USA & Canada, access to your own private fishing dock, linen and towels.

NOT included in our rental prices:-

Flights, car hire, holiday insurance, pool heating, BBQ/grill hire, phone calls outside of USA and Canada, films/premium TV/sports shows that require payment, departure cleaning charge, call-out charges for problems initiated by Guests, Florida Sales & Tourist tax which is currently 12%. As the Owner has no control over any future tax increases, the Owner reserves the right to pass any increases on to the Guest.

The Owner reserves the right to amend rental prices at any time. The Owner will confirm to the Guest the current price at the time of booking and as soon as the booking is confirmed and the deposit or full payment has been paid, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing no further amendments made.

Optional Extras

Guests can pre-book either of the following optional extras (prices will be confirmed at the time of booking):- Electric Pool Heating & Gas BBQ/Grill Hire

Cancellations

The Owner reserves the right to treat the booking as cancelled if they do not receive the balance by the due date. The cancellation charges detailed below will then apply.

In the event of a cheque not being honoured by the bank on which it is drawn a charge (\$75) will be applied to cover the bank charges and administration costs.

If the Guest wishes to cancel the booking they should advise the Owner immediately, preferably by email. Where this is not possible, a letter sent 1st class Recorded will suffice.

The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:-

More than 60 days notice:	Deposit only
30 - 60 days notice:	50% of the rental charge
Less than 30 days notice:	100% of the rental charge

In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest.

Refunds

Please note, the Owner will not issue any refunds for the following reasons, including but not limited to:-

() Early departure ie., less days than booked, delayed arrival, reschedules due to inclement weather, Acts of God (see Force Majeure section), loss or failure of services & appliances, noise from potential construction work*

Party Size / Maximum Occupancy

The maximum occupancy for the villa is 6 persons maximum (including children). This is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the party size will render the booking void, all monies paid will be forfeited and Guests will be asked to leave the villa immediately without further compensation.

The villa must not be sublet, shared or assigned and only the persons named on the Booking Form are permitted to stay in the villa during the agreed rental period. Guests who wish to entertain overnight visitors at the Villa must gain permission in advance from the Owner.

Travel & Medical Insurance

It is the responsibility of the Guest to ensure they have their own Travel Insurance for their whole party, which includes Cancellation Charges Cover.

Guests who do not have their own Travel Insurance must be aware that they will be responsible for payment of any cancellation charges which may be due. UK guests are also advised to take out a policy which includes US Medical Cover.

Force Majeure

As owners of the property, the Owner, their servants or agents, accept no responsibility for and shall not be liable for any loss or delay occasioned by any of the following but not limited to:-

Strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, missed flights, denied entry to country or any other event beyond the Owner's control.

Liability

The Owner does not accept any liability for injury or death, damage, loss or theft caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).

The Owner does not accept any liability for injury or death, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the rent.

Owners are not responsible for any deaths, injuries, illness or loss/damage to property including motor vehicles or to that of any guest however caused.

Owner is not always able to control the components of the accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond their control and for which they cannot accept liability.

Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

Illegal Activity

The property may not be used to conduct any form of illegal activity as defined by the State of Florida or the legal framework within the USA. Should any such activity be reported all relevant personal details will be passed to the appropriate legal body, without notice or the requirement for further consent. The signing of these terms and conditions gives full consent to this action.

Internet Connections & Activity

Wi-Fi Internet connection is provided at the villa. The owners will endeavour to ensure that the service is available for use but cannot be held responsible for any failures, power-outages, non-availability of communication lines or slow speeds. Guests are asked not to touch or alter any settings on the modem unless a refresh/reset of the box is required. Any problems must be reported directly to Villa Representative.

Guests are advised that that it is routine for the Internet Service Providers (ISPs) in the USA to monitor activity which passes through their lines and equipment. The internet connection in the property may not be used for any illegal purpose and any violations of this will result in forfeit of the full security deposit. Also, if any Guest/visitor of Guest has engaged in unlawful activity whilst using this service then we reserve the right to disclose the personal details of all present in the property, without notice, to the relevant legal authority and internet service provider. The signing of these terms and conditions gives full consent to this action.

The data usage plan is capped each month therefore we politely ask Guests not to participate in large amounts of streaming (including HD videos, online games or downloading high resolutions photos).

Appliances

No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner. Guests are advised to ensure all major appliances are turned off every time the property is left unattended.

Air Conditioning

The villa has air conditioning throughout. The temperature is pre-set before arrival and Guests are asked not to adjust it any lower as this can cause the unit to freeze up. This is an extremely expensive fix (\$4K+) that Guests could be charged for if they deliberately cause the freeze. The best way to keep it cool is to ensure that all doors and windows are kept closed at all time. Any concerns, the Guest must turn the Unit off completely and contact the Villa Representative immediately.

Villa Location

Once the Guest has paid the final balance, the Owner will issue (normally by email) an Essential Holiday Information document. This will contain lots of valuable information; Villa address, driving directions & key-pad entry code, Villa Representative emergency contact numbers, local area information including maps, shopping recommendations, golf courses etc.

Guests who do not receive this information, must contact the Owner at least 1 week prior to their holiday commencing. **PLEASE DO NOT TRAVEL WITHOUT THIS INFORMATION !!**

Arrivals & Departures

Arrival time - the villa will be available for Guests from 4:00 pm on the day of arrival
Departure time - the villa must be completely vacated by 11:00 am on the day of departure.

Before Guests arrive, the Villa Representative will have made a walk-through inspection of the villa. Upon arrival, should Guests find a problem that needs attention they should contact the Villa Representative's office or leave a message (outside of office hours) and someone will get in touch to rectify the problem. Guests are advised to take a few minutes to familiarise themselves with the *Villa Information Binder* for instructions on appliances etc.

Before Guests depart we would ask that they carry out the following:-

SECURITY - ensure that all windows are shut properly, all doors are locked, all lights & fans are turned off
TIDY - leave the villa in a good tidy order, put trash in external bins, load dishwasher, ensure remaining laundry is not excessive

CLEAN - the BBQ/grill (if used)

LEAVE - ensure any keys are returned to the lock box and garage door remote is left

CHECK - have one last look around for any personal belongings left behind

Early & Late Check-Outs

Guests can request an earlier check-in / later check-out time than is stated above but this must be agreed in advance with the Owner at a nominal admin charge (\$75). Requests are not always possible due to the time of year/popularity of the villa. If the Guest has not pre-agreed the new arrival/departure timings with the Owner, the Owner may charge Guests for an additional day's rental.

Security

Entry to the villa is via a key-pad. Guests will be advised of the key-pad code in advance of their arrival and asked to take a manual note of it. In the event of a key-pad failure, the villa has a lock-box situated near the front door which contains a key for manual entry. The code for this will also be advised to Guests prior to their arrival. We ask that guests safely place the key back in the key-box after use/before travelling home. Guests are reminded to ensure that all doors and windows are securely locked every night and every time the villa is left unattended.

Rotonda is a very safe area with a low crime rate. However, given that the villa can be left empty for extended periods of time the Owner has installed several external security cameras in order for them to be able to monitor the perimeter of the property and the garage area of the house. The camera images are easily available for Guests to view via the TV in the villa (instructions on how to do this are in the villa). Guests are asked not to touch or move any of the cameras/camera equipment/cables etc.

Neighbour Respect

The villa is situated in a quiet residential area consisting of a mixture of rental and family homes. It is a condition of the rental booking that Guests should be considerate in their behaviour. Yes please have fun but keep noise levels to a reasonable/sensible level, especially after 10pm, so as not to unnecessarily disturb the neighbours.

No Smoking & No Pets Policy

The villa has a strict **NO SMOKING** policy throughout the villa.

The term 'smoking' includes all standard cigarettes as well as the new type E.cigarettes, cigars, pipes etc.

The villa also has a strict **NO PETS/ANIMALS** policy.

Guests are not permitted to bring any pet/animal into the property (no matter how small it may be!)

Both during your stay and on the check-out inspection, if the Villa Representative finds any evidence of smoking/animals inside the house, this will be regarded as a serious breach of contract.

The Guest will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, pest control fee, replacement of air conditioning filters and de-odourising costs.

Estimated charges for this service (\$595) will be taken directly from the Security Deposit held and the Guest will be asked to fund the remaining extra cost.

Villa Provisions

The villa is a self catering home and therefore no maid service is provided. Guests who have long term bookings can request an interval clean for an additional charge. Upon arrival there will be a limited supply of essential items such as soap, washing up liquid, laundry detergent, toilet/kitchen roll, dishwasher tablets etc which guests should replace accordingly.

Villa Representative

The Villa Representative/Management Company are available for Guests should they encounter any problems during their stay. Their contact details are available in the *Villa Information Binder*.

Guests are advised that this company manage a lot of other villas in the area so they may not always be able to help instantly. Always leave a message (stating the address of where you are calling from) and someone will call you back.

Also, depending on the problem, professional licensed companies sometimes need to be called in so that can also take time to arrange. Depending on the nature of the call-out Guests may be charged for the visit.

Breakages / Damages

Accidents happen - we know that! Guests are asked to advise Villa Representative of any broken or damaged items during their stay. For small items which can be easily replaced eg., glasses the Guest is asked to simply replace them at their own cost.

Items that are not declared and are discovered during the Check-Out process, the Owner reserves the right to deduct the cost for replacing / fixing items from the Security Deposit.

Screen Panels

The external screen panels are very delicate and can be torn easily so Guests are kindly asked to be particularly careful not to knock them when re-arranging the patio furniture also do not lean against them and no ball games please. Upon every check-in and check-out, all screens are fully checked that they are in good order. Charges will apply for replacing any panels which are damaged during your stay.

Sofas

It's a fact that sunscreen, wet swimsuits and leather sofas do not mix well!

Guests are asked to bear this mind and if they have accidentally marked the sofas or chairs please take immediate action. Further instructions can be found in the *Villa Information Binder*.

Construction

Rotonda is a popular expanding area. Therefore, it is possible that new-build construction work could be taking place in the local area. Guests should enquire with the Owner the status of any development prior to booking.

Toilet/Plumbing issues

Florida is not well known for its great plumbing systems. Please do NOT put anything other than toilet paper down the toilet and don't overload it. Minor issues can normally be quickly fixed with the toilet plunger. Serious issues may require a plumber call-out charge. Please make our Villa Representative aware.

Swimming Pool

Guests agree to read and adhere to the below Pool Safety Rules. Use of the swimming pool is at Guests own risk. Guests must supervise children at all times.

Pool Safety Rules:-

- The pool depths are 3ft - 5ft.
- It is **NOT** designed for diving.
- The lanai and pool deck can become slippery when wet.
- In compliance with Florida Law 2002 there is a pool safety fence provided for the safety of Guests with children.
- Inflatables can be very slippery and dangerous when wet.
- Sorry no ball games as these can easily damage the delicate pool screens.
- Guests are asked to always check the bottom of the pool for any items (no matter how small). Items which fall to the bottom on the pool can stain which then needs a professional cleaner to remove the stain. Guests will be charged for the removal of any stains incurred during their stay.
- If the pool blanket is on completely remove it before using the pool. NEVER try to swim under it and NEVER try to walk on it. This should be taken very seriously and can cause drowning so please ensure your children are advised of the risks.
- Glass is not permitted in the pool/lanai area and plastic glasses are recommended for outdoor use.

The pool is professionally cleaned and chemically checked every week for your safety and comfort. On occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay you will be informed by the pool company and they will advise how long it may be necessary for you to be out of the pool for safety reasons.

Electric Pool Heating

For Guests pre-booking pool heating, it will be switched on during the day of arrival and may take some time to heat the pool to optimum temperature. The maximum temperature is pre-set to a level that ensures the correct level of chemicals are not affected. The solar blanket must always be used when pool is not in use (especially at night) or the heater will not function correctly. Like you, the Owners have no control over the weather and as such, they are unable to guarantee the water temperature as this will depend on the prevailing weather conditions.

The operational hours of the pool pump/heat are approx between 9am - 5pm.

The heater is a mechanical device, as with any mechanical device it can be subject to electrical/mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. In this case, if the Guest has paid for pool heat, the Owner shall refund only the days they are without pool heat. No refunds will be given for anything that has not been paid for. Having ordered pool heating, if the weather is warmer than expected, no refunds will be paid for pool heating not used.

If for any reason the Owner has been made aware of a Guest attempting to alter or tamper with the pool heating the Owner will reserve the right to either deduct an amount from or withhold the full Security Deposit in order to reimburse the cost of the extra heating.

Fishing Dock

Guests can enjoy using the private fishing dock but they are solely responsible for exercising due care and caution at all times whilst on the dock and by the water's edge. Guests are also responsible for ensuring that special attention is paid to their children at all times. Rotonda have a strict 'Catch & Release' system for anything caught whilst fishing which Guests must adhere to.

BBQ Grill / Fires

Guests who have paid for BBQ Grill hire must ensure they read the BBQ Safety Rules displayed on the garage wall / in the *Villa Information Binder*. As the Owner only applies a nominal hire charge, Guests are asked to kindly re-fill gas as necessary. The empty gas bottle can be taken to the local Home Depot store for a refill (approx \$15). Guests are asked to leave it nice and clean upon departure otherwise an additional cleaning fee which will be taken directly from the Security Deposit.

Due to safety reasons please do not attempt to use any other BBQs (including ground level BBQs), no open fires and no fireworks are allowed.

Wildlife

The villa is fortunate enough to be located in an area where local wildlife is in abundance and the canal is home to many types of creatures which you may be lucky enough to see on your visit. One such creature is the wonderful alligator. The Floridian people live alongside these great creatures day-to-day with no real problems. However, please note that it is against Florida State Law to feed the alligators. Always watch them from a safe distance, preferably within the screened area and never approach them. Extra care and attention should be applied with children. Never leave them unattended. Alligators can move surprisingly fast on land so be vigilant at all times.

Please ensure the garage door is kept closed at all times to prevent unwanted wildlife from entering.

Pests

The villa has a regular Pest Control contract with a local professional company but Guests can help minimise any problems during their stay. Further details on how to best deal with Pests can be found in the *Villa Information Binder*. Most small pest/ant problems within the villa are not uncommon and can quickly be treated by Guests with sprays such as Raid.

If the problem is more widespread, Guests must inform the Villa Representative immediately in order that appropriate professional treatment can be initiated.

Tropical Climate

Florida is a tropical region and therefore can be vulnerable to severe weather conditions such as Tropical Storms and/or Hurricanes. Hurricane season begins in June, with storms typically peaking in August and September. As with every hurricane season regardless of forecast, knowing the essentials of how to prepare could truly be a life saver. Guests are advised to read how best to prepare for these situations - details of which can be found in the *Villa Information Binder* and more information can be found on this website:- <http://www.stateofflorida.com/articles/hurricane-preparedness-guide.aspx>

In the worst-case scenario and the Category of hurricane strengthens, the County may issue a mandatory evacuation warning. Guests should follow this advice.

Property Left

Guests who accidentally leave behind any personal essential items in the villa after their stay should advise the Owner by email immediately. The Villa Representative will then attempt to locate the items and provide an approximate return mailing cost. Please note that not all items are possible to return and an additional admin fee (\$75) will be charged on top of any mailing charge for the inconvenience.

Incentive Schemes

The Owners currently run two Incentive Schemes that Guests can potentially benefit from;

Guest Loyalty & Refer a Friend

These incentives are either a thank you for returning Guests (Guest Loyalty) or thank you for any referred business (Refer a Friend). Bookings must be made direct and not via a 3rd party website. Full details regarding both schemes are available from the Owner.

The Owner reserves the right to change/cancel the schemes and/or the payments made at any time.

Expectations & Complaints

Guests prefer to rent private homes rather than stay in a non-descript hotels because they enjoy the home-from-home feel and all the space and privacy that is normally lacking with a hotel.

Of course, just like being at home, 'home-type' issues can arise which need to be sorted out.

The Owner would ask that Guests are sympathetic if such a situation does arise which needs to be rectified. The Owner would also ask that Guests are respectful of the fact that it is a home and to treat it with appropriate care and attention.

Nearly all minor problems can be sorted out quickly and effectively if Guest contacts the Villa Representative. It is much better to sort things out on-the-spot than trying to resolve them once Guests return home. In the unlikely event that a Guest wishes to register a complaint then this should happen during their stay by contacting the Villa Representative **immediately** - with a follow up letter/email. Give a copy to them and send the Owner a copy as soon as possible.

Please note that the Owner is not responsible for any matter of which the Guest was aware and did not bring to the Owner's/Villa Representative's attention during their stay

Jurisdiction & Law

These conditions and any act or contract to which they apply shall be governed by English law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English courts.



GLORIOUS GULF VILLA

OUR TERMS & CONDITIONS

Guest Agreement

Once these Terms & Conditions have been read, the person who signs below certifies that he or she is authorised to agree to these Terms and Conditions on behalf of all persons in their party (including children, day visitors and those substituted or added at a later date.)

The signatory must be a member of the party occupying the property and must be 21 years or over. Bookings cannot be accepted from parties of solely young people under 21 years of age.

- ✓ I have read, understood and fully accept and agree to these Terms & Conditions for our forthcoming stay at *Glorious Gulf Villa* on behalf of myself and my party.

- ✓ I am over 21 years of age.

Signed: _____

Print (CAPITALS): _____

Date: _____

Please sign & date THIS PAGE then return via scanned email or mail (details below)

Owner Contact Details

We, the Owners can always be contacted via email:- info@gloriousgulfvilla.com

Mailing Address:-

Victoria Brodie (GGV)
86 Hazlemere Road
Penn
Bucks, HP10 8AG - ENGLAND

It is advisable to keep a copy of this document for your own records

*Thank you very much for your business.
We wish you a wonderful stay at our Glorious Gulf Villa!*