



# GLORIOUS GULF VILLA



## TERMS & CONDITIONS

*As a Guest wishing to rent our Glorious Gulf Villa, please ensure you read, understand and agree to our following Terms and Conditions pertinent to your rental stay.*

### Guest Agreement

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

*The signatory must be a member of the party occupying the property and must be over 21 years of age. 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**

*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:-

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

Provisional dates will be held for a period of 7 days, pending receipt of the above. Once all of the above have been received, Owner will confirm the booking in writing to Guest (usually by email).

## Payments

Bookings which are 10 weeks or more away require an initial non-refundable deposit (refer to Booking Invoice for amount due)

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 along with the mandatory Security Deposit - see below.

The following methods of payment are accepted:-

- Guests from UK / Europe - transactions will be managed online via a 3<sup>rd</sup> Party [www.wise.com](http://www.wise.com)
- 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 (refer to Booking Invoice for amount due) This is then held by Owner and returned to Guest within 28 days after the completion of the rental stay 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 eg, water, electric, internet usage, altering/ tampering with the pool heating or security cameras, smoking inside the villa, allowing pets in the villa, allowing extra Guests not disclosed at time of booking*

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.

## Villa Suitability

Prior to completing the booking process, Guests should be aware that the villa has not been adapted for Guests with disabilities.



## Prices

The rental includes Accommodation as booked, services eg. , reasonable usage of electricity, water, wireless internet connection, linen and towels.

NOT included in our rental prices:-

*Flights, car hire, travel insurance, electric pool heating, BBQ/grill gas, 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

Electric pool heat is an optional extra that Guests can choose to have for the duration of their stay. Prices will be confirmed at the time of booking.

Our Villa Representative can also help with Golf packages, bike hire, baby equipment (cribs, high chairs, travel cots). Please enquire in advance for prices and availability.

## 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/check 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.

The Owner shall be entitled to retain all payments already made (except the mandatory 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 total rental charge
Less than 30 days notice:	100% of the total 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, Guest illness, 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 written 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 Medical Cover in the USA.

## 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, hurricanes, 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 must 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 that Guests could be charged for if they alter the system and deliberately cause the freeze. If the weather is extremely hot/cold Guests can request changes to the a/c via the Villa Representative or Owner. Any concerns, the Guest must turn the Unit off completely and contact the Villa Representative immediately.

## Villa Location & Entry

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, lock-box entry code, Villa Representative emergency contact numbers 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 !!**

Entry to the villa is accessed via keys. The keys will be stored in a lock-box outside the villa entrance and Guests will be advised of the lock-box code in advance of their arrival and asked to take a manual note of it.

## Arrival

The villa will be available for Guests from **4:00 pm** on the day of arrival.

Before Guests arrive, the Villa Representative will have conducted 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 should also immediately report any damage/breakages they discover upon arrival to the Villa Representative. Guests are advised to familiarise themselves with the *Villa Information Binder* for instructions on appliances etc.

## Departure

The villa must be completely vacated no later than **11:00 am** on the day of departure.

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 & replace gas if empty

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

CHECK - have one last look around for any personal belongings

## Lost & Found

Guests who 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.

## Early & Late Check-Out

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.

## Garage

The garage door opener device is normally left out for Guests to use on the entry table. In the event of it not working please replace the batteries.

The trash and recycling carts are located in the garage (Pick-Up day = Tuesday)



## 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 be considerate in their behaviour. Of course, please enjoy yourselves and have fun but be respectful of others, keep noise levels to a reasonable/sensible level, especially after 10pm, so as not to unnecessarily disturb the neighbours.

## Security

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. Guests are asked not to touch or move any of the cameras/camera equipment/cables etc.

Guests are reminded to ensure that all doors and windows are securely locked every night and every time the villa is left unattended.

## Personal Property

Guests should take care of all personal property at all times. Owner is not responsible for any damage to said personal property arising from criminal acts, fire, storm, trees/branches, flood, rain/wind damage, electrical surges, acts of negligence or bursting/leaking of water pipes.

## 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-odorising costs.

Charges for this service will be taken directly from the Security Deposit held and the Guest will be asked to fund the remaining extra cost if necessary.

## 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.



## Construction

Rotonda is a popular and fast 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.

## Bathroom/Toilet/Plumbing issues

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 inform our Villa Representative ASAP.

## 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 be slippery
- In compliance with Florida Law 2002 there is a pool safety fence which can be erected 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.

## 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.

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.



### Fishing Dock

Due to the damage caused by Hurricane Ian (Sept\_22) the villa's private fishing dock was displaced in the high waters. We have been unable to secure the professional resources to get it fixed so we are advising Guests that it is NOT safe to use this facility in its present condition.

### BBQ Grill / Fires

Guests should read the BBQ/grill Safety Rules displayed on the garage wall / in the *Villa Information Binder*. Guests are asked to re-fill gas as necessary. The empty gas bottle can be taken to the local Home Depot or Publix store for a refill. 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.

### Fire Safety

There are 2 fire extinguishers in the villa; a small one located under the sink and a large one located in the Pantry. Always dial 911 immediately in the event of an emergency.

### 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 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 professional company but Guests can help minimise any problems during their stay. Further details on how to best to 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 is paramount. It is critically important to protect yourself and the house, in order that it can best protect you. There are some basic steps we require Guests to do. Failure to follow these steps in not only critical for your safety it can also result in danger to others and the loss of your Security Deposit.

More information on how best to prepare for these situations can be found in the *Villa Information Binder* and this website is useful to read too:- <https://www.weather.gov/safety/hurricane-plan>

In some situations, if the category of hurricane strengthens to dangerous levels, the County may issue a mandatory evacuation warning. Guests are advised to follow this advice and plan their evacuation route. You should get ample warning of a hurricane approaching, its strength and likely severity from the local media so always keep an eye on the daily weather forecast.



### 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 yet 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.



*Thank you very much for your business*

*We wish you a wonderful and relaxing stay at our*

*Glorious Gulf Villa*