



Please ensure that you read and understand the following terms and conditions pertinent to your accommodation rental as these form part of the Contract between yourself and us the Owners. They may seem a little lengthy but are there to safeguard you as our guests and us as Owners. If you have any queries please do not hesitate to contact us.

Contract of Hire

The contract of hire is between the Principal Hirer and the Owners of the property. The Principal Hirer in signing the booking form is agreeing on behalf of all named persons to the Terms and Conditions and has overall responsibility for the party.

Reservation

After making your reservation with us, our booking form must be duly completed and signed by the Principal Hirer named on the booking form. This should be the party leader he/she must be over 21 years of age and authorised by all members of the party, who are listed on the booking form, to accept our booking conditions on their behalf. All documents will be sent to the Principal Hirer who should duly inform the other members of any information. All bookings are reserved for 7 days pending receipt of the signed booking form and a **20% non-refundable deposit**. Upon receipt of the completed booking form and deposit, confirmation will be sent to you via email/post, please check carefully to ensure all information is correct, if not please inform us immediately. Our home is booked solely for the use of those persons named on the booking form. Once we have sent confirmation to you, we have a binding contract. The client is responsible for the total cost of the property rental as shown on the confirmation. Signing the booking form constitutes acceptance of these Terms and Conditions by the client.

Payment

The outstanding rental balance is payable 8 weeks prior to the date of your first occupancy along with the security deposit (see below). If you were to book the condominium less than 8 weeks prior to your first date of occupancy the full balance is due immediately. Payment can be made in UK£ or US\$ by cheque/check direct to our UK or US bank account, cash or credit card through Pay Pal (additional 4% charge) Pay Pal accept most currencies worldwide. All our rates are quoted in US dollars. Prices in other currencies will be calculated at the prevailing exchange rate.

Security Deposit

8 weeks prior to arrival at the condominium you are required to pay a refundable security deposit of \$250 in case of breakages, loss, late check-outs, damage caused to the property and its contents by the parties to this agreement, and excessive cleaning during your stay or trash removal. Any breakages or damage to the property must be reported to the Management Company immediately who will endeavour to replace the item as soon as possible. It is the Principal Hirer's responsibility to ensure the property, its furnishings and fittings are treated with due care and respect. The security deposit is not limited to \$250. Parties will be wholly liable for the total cost of all losses should the costs be greater. All monies owed must be paid within 30 days. **The security deposit will be refunded in full within 14 days after your return from the condominium once our Management Company have inspected the property and confirmed everything is in order.**

Cancellations

In the event that you cancel your booking for any reason whatsoever the following charges will apply:

Period Prior to Departure	Cancellation Fee Charged
Up to 8 Weeks	Deposit Only
4 - 7 Weeks	50% Of Total
Within 4 Weeks	100% Of Total

In the unlikely event that the Owners, due to events beyond their control, have to cancel the booking, the Owners will endeavour to locate a suitable alternative condominium. If the Owners are unable to provide an alternative condominium or if one is found but is not accepted by the Principal Hirer then the Owner will make a full refund of all monies paid. However, the Owners, Management Company or their Agents will not be liable for any further losses that may be incurred by the clients.

Alterations to Bookings

If after your booking has been accepted, should you wish to alter your arrangements we will do all we can to help but an administration charge of up to \$30 may be charged.

Sub-letting

The accommodation is reserved exclusively for the named persons specified on the booking form. No other persons are permitted to stay unless this has been agreed with the Owners. Should our Property Managers notify us that there have been additional guests staying at the condo we reserve the right to levy an additional charge of \$50 per person and this will be deducted from the security deposit.

Rental Period/Occupancy

The condominium's maximum sleeping capacity of 8 persons must not be exceeded, in order to comply with the State of Florida fire regulations. You may occupy our condominium from 4pm on the first day of your confirmed rental period. You would normally be expected to vacate the condominium by 10 a.m. on the final date of your confirmed booking period. Should you require a late checkout please confirm this with our Management Company towards the end of your stay, however this cannot be guaranteed as other guests may be arriving that day. Should you arrive early or depart late **without prior authorisation** from the Management Company or Owners a \$50 fee will be charged, this will be deducted from the security deposit. If keys are not returned at checkout we reserve the right to charge the guest \$25 to replace the missing keys.

Liability

The Owners and their Management Company do not accept any liability for death, injury, damage or loss sustained by any member of your party or any persons who enter into the condominium or who use the Resort facilities during your confirmed rental period either by your invitation or not. Nor do we accept any responsibility should you leave any personal belongings behind after you have vacated the property. Guests are specifically requested not to allow unsupervised children to use the pool or be left unattended on the balcony. **Local laws apply.**

Force Majeure

We unfortunately cannot be held liable or accept any liability where we are prevented from fulfilling our contractual obligations by 'Force Majeure'. These include but are not limited to war, threats of war, civil commotion or strife, hostilities, strikes and other industrial disputes, natural disasters, fire, acts of God, terrorist activities, technical difficulties with transport and utilities, closure of ports and ferries, quarantine, epidemics, weather conditions, government actions or other events out of our control. Your travel insurance may cover you in some of these events.

Insurance

It is a condition that all persons occupying the property are covered by travel insurance with adequate protection for delays, cancellations, loss or damage to luggage and personal belongings plus medical cover for the USA.

Owners Access

Whilst guests' privacy is always respected, the Owners, Management Company or their Agents reserve the right to gain access to the property at any time during your stay. (This includes scheduled maintenance workers for repair issues). Where possible you will be informed beforehand.

Complaints

In the unlikely event you should experience a problem or have a complaint about our condominium or its facilities you must contact our Management Company at the earliest opportunity to enable them to investigate and attempt to resolve the problem. Please remember we are only human and cannot attempt to put something right if we are not aware of the problem.

Smoking/Pets/Drugs/Firearms

We have a strict no smoking/no pet's policy inside the condominium or on the balcony. If you do smoke inside the property or balcony area or bring a pet into the condominium you will be charged \$160 to have the property shampooed and deodorized. The condominium is licensed by the Florida State's Hotel and Restaurant Licensing Authority as a non-smoking property and compliance is mandatory. Smoking is only permitted in the car park area and on the grass away from the condominiums. Illegal drugs and firearms are prohibited in our condominium. If either of them were discovered you would be asked to leave, forfeiting your stay and any payments or deposits made.

Insects

Florida has an abundant number of insects associated with a tropical climate. The condominium is routinely treated for insects regularly but on occasions insects inevitably find their way into the property. These insects are best eradicated by spraying with the appropriate product, which is available in the condominium. Ants are the most common intruder but are easily avoided by not leaving foodstuffs out or sweet wrappers in bedrooms etc. Store most food in sealed containers in the fridge. Store other food in high cupboards rather than in floor cupboards. Make sure all external doors and windows are kept closed at all times as some of these bugs fly and can go through openings.

Trash Removal

All trash needs to be bagged in large bin liners and placed in the brown trash bin provided outside the front door and the lid must be closed at all times. Any excessive trash needs to be placed in the dumpster next to block 8. Failure to do so will result in the Owners being fined by the Home Owners Association; this charge would be passed on to the renter and deducted from the security deposit.

Air Conditioning

The air conditioning should never be set below 75 degrees. Any lower setting may cause it to freeze up and could cause damage to the unit and repairs/replacement will be charged back to you. Windows/doors should not be left open as this adversely affects the operation of the air conditioning unit.

Telephone

If there is a loss of power or connection failure with the ISP or broadband connection or the router or modem has been switched off or is not working, 911 CALLS OR ANY OTHER CALLS MAY NOT BE MADE FROM THE TELEPHONE. Neither the management company nor the owners will be held responsible for this. Landline Calls are 'Free' to the countries mentioned in the owner's information manual, which can be found in the property, or a list can be supplied upon request. The Owners will check the telephone bill after each stay and if any calls have been made that are chargeable such as premium rate numbers, countries not mentioned or mobile/cell numbers excluded from the plan they will be deducted from your security deposit.

Passports/ESTA Forms

United States immigration requires that all UK citizens have a valid 10-year passport with at least six months remaining after your intended departure date. All citizens must have their own, machine readable/10 year passport. Non UK citizens are advised to contact the US Embassy to check visa requirements before booking. ESTA forms are now required for all international travellers who are seeking to travel to the USA under the visa waiver programme. Applications for an ESTA are now payable and can be obtained via the website www.esta.cbp.dhs.gov. These must be completed and approved prior to your departure to the USA. **Failure to do so will mean you will be prevented from flying to the USA.**

Florida Climate

Florida is a tropical State and therefore experiences occasional extreme weather conditions, including thunderstorms, lightening and heavy rainfall. Storms are common in the season June - October. If you do experience a bad thunderstorm do not swim in the Resort swimming pool. Turn off TV's, videos, electronic games and wait for the storm to pass. Occasionally power outages may occur which may cause interruptions to services such as the telephone, etc. If this happens please notify our Management Company promptly. As the weather is totally out of our control no refunds will be due to problems caused by adverse weather conditions.

Code of Conduct

The condominium is located in Terrace Ridge, which is a highly regarded community and we ask that nothing interfere with other holidaymakers or residents of the community. Please do not do anything that is likely to inconvenience your neighbours. Terrace Ridge Home Owners Association has strict rules concerning noise especially between the hours of 11pm - 7.30am.

Personal Safety

The Owners cannot accept any liability for your safety during your stay at the condominium. Guests are reminded to exercise care as to personal safety of themselves and all party members. Wherever possible, valuables should be left secure and out of sight.

Owners Locker

The condominium contains a locked Owners locker. This is for the sole use of the Owners and no attempt should be made to access this locker by the renter. Any damage/loss to this locker will incur a charge to rectify the damage/loss and will be deducted from the security deposit. Renters are reminded that forcing access to this locker would be considered a criminal offence and may be reported to the authorities by our Management Company.

Data Protection

Details provided to the Owners by the Principal Hirer will only be passed on to the Management Company for booking confirmation.

Disclaimer

Whilst all information supplied on our website is deemed to be correct and to the best of our knowledge, it is understood that information supplied is for guidance purposes only and does not form any part of this contract.

Governing Law

This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.