

Terms and Conditions

Executive Villas Florida.com Inc Terms & Conditions for Guest renting a villa

All bookings accepted are subject to these terms and conditions

Definitions Agents; Executive Villas Florida.com Inc.

Guest: Lead Guest, all Party members named on the booking form and any visitors to the Villa during the Guest's stay in the Villa.

Villa: As defined on the booking form

1 Booking Procedure

1.1 In the event of a booking being made directly with the company, other than electronically the booking will be considered as provisional, until receipt of payment and the booking form. Receipt of the said payment must be within seven days of the provisional booking. The booking will then become a confirmed booking.

1.2 The Villa lead guest, will be notified in writing by email, fax or letter.

1.3 Payment of the deposit by the Guest constitutes an acceptance of all of the terms and conditions by the Guest and all members of his party.

2 Payment Terms

2.1 a. A 15% deposit (non-returnable) will be paid at the time of the booking being made with the balance becoming due 8 weeks before the commencement date of the rental period.

2.1 b. In the event of a booking being made within 8 weeks of the commencement date of the rental period payment will be made in full.

3 Security Deposit

3.1 A refundable security deposit of £200/\$300 is payable at the time that the final payment is made. This is to cover breakages or damage to the Villa and / or contents, excessive cleaning costs other than those normally incurred in connection with the occupation of the premises, missing inventory items and charges left unpaid for third party call out to the Villa including, but not limited to, work relating to the interference or misuse of the Villa's systems or locksmith call-out.

3.2 The security deposit will be refunded within 2 weeks of the Guest vacating the Villa subject to a departure inspection of the Villa, its contents and the inventory by the Management Company and any deductions to cover the expenses mentioned above.

4 Cancellation Charges/ Refunds

4.1 The Guest may cancel the booking at any time subject to cancellation charges.

4.2 Cancellation must be in writing.

4.3 The Owner reserves the right to cancel the booking if the payment required has not been received on agreed dates.

4.4 The following cancellation charges apply to all rentals

- 8 weeks or more - loss of full reservation deposit OR 15% of the full rental charge.
- 4 to 8 weeks prior to arrival - 50% of total rental charge
- Less than 4 weeks prior to arrival - 100% of total rental charge

4.5 If payments are made by credit card and subsequently cancelled a 5% credit card commission charge will be made.

4.6 In the unlikely event of the booking being cancelled by the Owner all monies paid will be refunded to the Guest as soon as is reasonably practical.

4.7 Refunds will not be made for services included in the rental price that are unused

5 Liability

5.1 The Owner, Executive Villas Florida.com Inc, acting as agent or its designated Management Company, as applicable, cannot accept liability for personal injury, accident or death of members of the Guest's party or visitors to the Villa (including use of the pool and spa and surrounding areas and use of the equipment supplied be that on or off the Villa or premises) or for any loss or damage to any property howsoever caused.

5.2 The Owner, Executive Villas Florida.com Inc acting as agent or its designated Management Company, as applicable, accepts no responsibility for, and shall not be liable in respect of any loss, damages, alteration, delay or changes arising from circumstances outside our control - these include (but are not limited to) war (or threat of war), acts of terrorism, fire, adverse weather conditions, government actions, closure, congestion of airports, cancellation or changes of flight schedules, theft from the Villa premises (both interior and exterior including garage and pool

& spa areas), ongoing construction or alteration work to any houses within the Highlands Reserve development which may affect the Guest and his party and complaints about the Villa which have not been reported to the Management Company.

6 Loss & Damage

6.1 Any loss or damage incurred to the property, during the length of the Guest's stay will be reimbursed by the lead Guest.

6.2 Any loss or damage costing less than the value of the security deposit will be deducted from the refund of the security deposit.

6.3 Any loss or damage, costing above the value of the security deposit will result in the forfeit of the security deposit and the balance of cost of the damage will be fully reimbursed by the Lead Guest within 7 days of departure from the Villa.

6.4 Any misuse of the Villa's systems resulting in costs being incurred will be reimbursed by the lead Guest. This includes, but not limited to:

- Air conditioning must not be set below 72F as freezing of the unit can occur. A minimum call out charge is currently \$85
- Pool valve equipment must not be tampered with. If the pool is drained or the pumps / filters stop working the Guest will be responsible for the full cost of repairs.
- Loss of keys - the Lead Guest will be charged for locksmith call-out.
- WC blockages - the Lead Guest will be charged for failure to comply with the Management Company instructions regarding the WC resulting in a plumber call-out

7 Insurance

7.1 The Owner has insured the Villa and the Owners contents and inventory, but does not cover loss of the Guest's property. Claims for loss of property and medical costs will not be made on the Owner's insurance.

7.2 The Owner strongly recommends that the Guest takes out travel and medical holiday insurance to cover unforeseen circumstances which may necessitate the cancellation of the Guests booking and loss during the Guest's stay at the Villa.

8 Amendments

8.1 Requests by the Guest to amend a confirmed booking may be accepted at the Owner's discretion.

8.2 Amendments must be confirmed in writing prior to the arrival date and any difference in price be paid on the balance due date or in full if the amendment is made within 8 weeks of arrival at the villa.

8.3 An amendment fee of £10 will be charged for each amendment. The amendment fee is payable at the time the amendment is notified to the Owner.

9 Complaints

9.1 Any complaints concerning the Villa should be immediately reported to the Owner's, Executive Villas Florida.com Inc and the designated Management Company forthwith, so that prompt and remedial action can be taken.

9.2 Complaints will not be accepted after the end of Guest's stay at the Villa.

10 Owner's / Executive Villas Florida.com Inc / Management Company

10.1 The Designated Management Company reserves the right to access the Villa at any time during the Guest's occupancy. This will include, but is not limited to, random checks on the condition of the Villa during the Guest's occupancy, emergency access to the Villa and access to the Villa as the result of a complaint by the Guest or any third party.

10.2 Full contact details of the Villas Management Company will be issued to the Guest following the receipt of the full payment from the Guest.

10.4 Any issues arising from the use of extra services provided by the designated Management Company should be dealt with directly with the said. designated Management Company. The Owner / Executive Villas Florida.com Inc accepts no responsibility for any independent arrangement whatsoever between the Guest and the designated Management Company.

11 Brochure/ Web site Descriptions

11.1 All brochure and web site descriptions are made in good faith and every care is taken to ensure their accuracy; however, no liability will be accepted in the event of any error.

12 Arrival & Departure

12.1 The Villa will be available to the Guest after 4pm on the day of arrival unless otherwise agreed with the Owner or Executive Villas Florida and confirmed in writing.

12.2 The Villa must be vacated by the Guests no later than 10am on the day of departure unless otherwise agreed in writing. Any unauthorised late departures may result in a charge of the equivalent of one day of the rental price paid.

13 Accommodation

13.1 Only the persons named on the booking form, or by letter, or by email are permitted to stay in the Villa. It is an offence in Florida to exceed the maximum occupancy limit as defined in the rental licence

13.2 Subletting, sharing or assigning is strictly prohibited.

13.3 An adult must accompany persons under the age of 18.

13.4 Any damage to the Villa found upon arrival of the guest must be reported to the designated Management Company immediately. If not reported, it will be assumed that any damage to the Villa found during the departure inspection has been inflicted by the Guest.

14 Inventory Items

14.1 An inventory will be supplied to the Guest on arrival at the Villa which should be checked, and any damaged or missing items should be reported to the designated Management Company immediately. Any items found missing from the inventory during the inspection by the designated Management Company will be replaced and reimbursed by the Lead Guest.

14.2 Inventory items, including towels and linens, must not be removed from the Villa (with the exception of sports equipment if provided).

15 Villa Systems

15.1 The Guest or any member of his party or any visitors to the property must not alter any settings on any pool valves, pool heating or irrigation systems controllers. Unauthorised alterations may cause operating problems and any rectification costs will be reimbursed by the Guest.

15.2 The Guest or any member of his party or any visitors to the property must not set the air conditioning controller below 72F. If freezing of the air conditioning unit occurs any rectification costs will be reimbursed by the Guest.

16 Swimming Pool

16.1 Swimming pools and spas can be dangerous and those at the Villa are not to be used by children without supervision.

16.2 No bubble bath or similar liquids are to be used or added to the swimming pool or spa.

16.3 Glass or bottles are not allowed in the pool area or spa

16.4 Alarms on all doors and windows from the house, to the pool, and or pool safety nets are provided for the safety of the Guest, all members of his party and any visitors to the Villa. These should not, under any circumstances, be disabled as this contravenes Florida State Law requirements

17 Pool Heating

17.1 If pool heating is required, this must be requested at the time of booking. There is an additional charge for this facility.

17.2 In the event that the pool heating has been requested, the Owner / Executive Villas Florida cannot guarantee the temperature of the pool. However, every attempt will be made to maintain the required temperature of the pool as this will vary according to various factors, the main one being the prevailing weather conditions.

17.3 In the event that air temperature drops below 50F the pool heating will shut off to prevent damage. No refund will be given in this event.

17.4 A spa is not a Jacuzzi hot tub and is not designed to reach a higher temperature than the swimming pool. The pool heater controller is not to be touched by the guest to increase the temperature of the pool or spa if relevant, Should the designated Management Company find that pool heater controller has been adjusted, the Guest will reimburse the Owner for any excess utility costs.

17.5 The pool must be covered overnight only during the cooler months, with the thermal pool cover where provided, which is located on the roller at the end of the pool deck. This thermal cover will help to maintain the temperature of the pool particularly during cooler weather and when pool heating has been requested.

18 Smoking

18.1 For the comfort of all of our Guests, smoking is not allowed inside the Villa. Should the designated Management Company deem that a Guest has allowed smoking in the Villa any costs incurred in removing evidence of smoking will be reimbursed by the Guest.

19 Animals & Pets

19.1 Animals and pets are not allowed in any area of the Villa. Should the designated Management Company deem that a Guest has allowed animals or pets in the Villa any costs incurred in removing evidence of animals or pets will be reimbursed by the Guest.

20 Insects & Pests

20.1 The Villa receives periodic regular pest control treatment; however, insects and pests are inevitably present in the Florida climate. The Owner cannot guarantee the total absence of insects or pests and action will only be taken when deemed necessary by the Management Company.

21 Villa Residents

21.1 The Owner / Executive Villas Florida.com Inc reserves the right to decline or accept or retain any person as a client or guest whose conduct is deemed to be disruptive or effects the enjoyment of other holidaymakers at any time during their stay. The Owner / Executive Villas Florida.com Inc will be under no obligation or liability to accept costs incurred or responsibility for any such person.

21.2 The Guest will be responsible for behaving in a responsible manner and in accordance with local regulations. The Owner / Executive Villas Florida.com Inc, does not accept any responsibility for the termination of travel or holiday arrangements due to the Guest causing distress annoyance, damage or danger to others.

21.3 Should the Owner / Executive Villas Florida.com Inc, or designated Management Company deem the Guest unsuitable according to the conditions above they reserve the right to terminate the Guests stay at any time.

22 Law / Jurisdiction

22.1 These conditions do not effect the Guest's statutory rights and are subject to Florida Law and the exclusive jurisdiction of the Florida Courts