

Terms & Conditions

Highlands Reserve Villa, Davenport, Florida

General

An initial reservation may be made by telephone, post, email or online and will be held for 7 days pending the return of the completed Booking Form and initial deposit. If the deposit is not received within this time frame the dates will be released.

The sending of a deposit for a reservation confirms your acceptance of the terms and conditions set out below and shall be binding on you and all persons listed on the Booking Form. You are accepting these terms on their behalf. Once the reservation has been confirmed and a deposit paid the named person on the booking will be responsible for the total rental price of the property as agreed. The deposit is non-refundable.

Occupation of the villa shall be in the form of a holiday / vacation rental only and does not constitute a permanent or primary residence or other tenancy. Occupancy shall begin on the arrival date and terminate on the departure dates listed on the Booking Form. The premises shall not be used for any business, professional, unlawful or hazardous purpose.

Booking procedure and payment terms

1. To reserve the villa, you must complete a Booking Form and agree to accept these Terms & Conditions.
2. The completed Booking Form must be signed by the Group Leader and returned with either a deposit of 20% of the rental charge, or the full rental amount (if booked within 10 weeks of arrival).
3. The remaining balance must be paid no less than 10 weeks before the arrival date at the villa (please allow 5 working days for cheque clearance). Bookings made within 10 weeks of arrival are payable in full. The owners reserve the right to cancel the booking if the balance payment is not received by the due date.
4. A refundable security deposit of £250 (either by cheque or bank transfer) is required when you pay the remaining balance. This will be returned in full within 30 days of your departure from the villa, providing that no loss or damage is reported to us by our Management Company. Should loss or damage occur, a deduction will be made to cover the cost of replacement / repair and the balance returned to you!
5. It is suggested that you check for any damages and report them to our Management Company within 24 hrs of your arrival. You will be charged for breakages that are not considered as "fair wear and tear" and for extreme use of utilities. This includes (but is not limited to) excessive cleaning costs, repair to the property and its' contents including the pool and deck area, and the excessive use of electricity typically by running air conditioning with patio doors left open, or non-replacement of the pool cover whilst the pool is being heated during the winter months. Where the cost of replacement or repair exceeds the security deposit, you will remain liable for payment of all associated costs.
6. Any booking of less than seven (7) nights duration will incur an £80 /\$130 cleaning fee with payment of balance.

Cancellation

7. Once confirmed, you may cancel the booking at any time. We will make every effort to re-book your dates with other clients, but if we are unable to do so, then the under mentioned cancellation charges shall apply. Likewise, if you do not pay the balance of the rental cost shown on the confirmation invoice by the due date, then we reserve the right to cancel the booking and you will forfeit the deposit. Any cancellation must be in writing and signed by the Group Leader. Cancellation becomes effective on the date it is received by us and such notification should be sent by recorded delivery.
 - More than ten weeks before arrival date – loss of deposit
 - Less than ten weeks before arrival date – 50% rental amount
 - Less than six weeks before arrival date – 100% rental amount
8. In the event of cancellation of your booking by the owners, we undertake that notice of cancellation shall be given as soon as possible. Upon notification of cancellation, the Group Leader shall receive a full refund of all monies paid, without interest or other compensation. The maximum amount refundable is limited to the total monies paid to us up to the cancellation date.

Villa Occupancy

9. The villa is licensed by Polk County for a maximum occupancy of twelve (12) persons, including children and babies. Only those persons named on the Booking Form are permitted to stay at the villa for all or part of the rental period. Any person(s) occupying the villa overnight and not shown on the Booking Form will be requested to leave and may cause the whole party to be excluded. Any changes to the original booking must be notified to the owners before your arrival date.
10. The villa is in a residential area and certain standards of behaviour are expected by the local community. You are requested to observe the local regulations and we reserve the right to terminate the agreement without notice should any member(s) of the party cause annoyance, distress, damage or danger to the property, its' owners or any third party. In the event of such termination, no refund shall be made.
11. We reserve the right to refuse admission or remove guests from the premises who do not follow our booking conditions and / or while on the premises illegally possess or deal in controlled substances and / or are intoxicated, profane, lewd, and / or brawling, or whom indulge in bad language, misconduct or disturb the peace and comfort of neighbouring homes, or whom do not vacate the property at the checkout time (unless an extension of time has previously been agreed in writing).

12. No multiple single sex bookings (i.e. stag / hen parties) are permitted without prior agreement.
13. The villa will be available to guests after 4.00 pm local time on the day of arrival and must be vacated by 10.00 am local time on the day of departure, but luggage may be left in the garage for later collection if approved by our Management Company. Early arrival or late departure may be possible if previously agreed by the Owners and will be dependent upon the arrival of other guests.
14. The villa is self-catering. Guests are responsible for purchasing their own food, paper goods, cleaning supplies or other items required during their stay. An initial supply of soap, dishwashing detergent and bathroom tissue is supplied.

Swimming Pool

15. The property has a swimming pool. The owners, the Management Company, their agents and employees do not accept liability for death or injury howsoever caused as a result of using the pool. Guests are specifically asked to supervise children at all times as the pool is around 6ft deep at the deepest end. Guests must also exercise care on wet surfaces and adults under the influence of alcohol should not be allowed to use the pool. The pool is not designed for diving.
16. The two patio doors leading from the villa onto the pool deck are fitted with audible alarms to warn that the doors are open, whereby unsupervised children could be in the vicinity of the pool. It is mandatory under *Florida State Law* that villas be fitted with such devices, so please do not attempt to tamper with or disconnect the alarms.
17. All communities have a noise ordinance after 22.00hrs, so please be considerate to neighbours if using the pool in the evenings. Please switch-off the underwater pool lighting after use.
18. Under no circumstances shall guests adjust, turn or move any lever on the pool pump, heater or timer. Guests will be solely responsible for all repair costs resulting from tampering with any mechanism attached to the pool system.
19. No items of any description (other than people or pool toys) are to be placed in the pool. For your own safety, glass, crockery and bottles are not permitted in the pool or its' vicinity. Plastic tumblers and plates are provided.
20. Pool heating is available during the winter months for a nominal fee. If for any reason beyond our control the pool heater malfunctions, then refund will be given pro rata.

Use of utilities

21. Normal usage of utilities such as water and electricity is included in the rental price. However, you will be required to pay any additional costs if the bills during your stay are more than 20% above seasonal average. Examples are a/c running with patio doors open, or heating the pool in winter and the cover not being replaced after use. You are welcome to use the gas barbecue on the patio, but if the gas runs out, we have an honour system whereby we expect the user to replenish the empty cylinder.

Loss / damage / cleanliness of home

22. Every effort is made to ensure that the property is in perfect condition for your arrival and guests must treat the property, its' furniture, fittings, utensils and other facilities with respect. If you spill something please clean it up quickly. If you do not clean up the spill you will be responsible for having the stain removed. Any missing, damaged or non-working items must be reported immediately to the Management Company, who will arrange for replacement / repair. The client must make good or pay for any loss, damage or breakage. The Owners reserve the right to withhold any monies from the security deposit to cover any loss or damage caused to the property or its' contents by any member of the party.
23. If any breakages occur, guests can replace the items like-for-like at no additional cost but please advise the Management Company accordingly.
24. Occasionally, it may be necessary for staff or agents of our Management Company to enter the premises during your stay in order to perform routine maintenance or repairs, in which case they will endeavour to give you 24hrs advanced notice.
25. Linen and towels are provided for use around the home but they may not be removed from the property. Guests are responsible for laundry of such items themselves during their stay, together with the day-to-day cleaning of the home and garbage removal. Please move the garbage bins to the sidewalk on Saturday and Wednesday evenings to facilitate collection early Sunday and Thursday mornings.
26. Please refrain from leaving excessive amounts of used towels, bedding or dirty crockery for the management company to wash after your departure. In some instances, the turn-around time before the next party arrives is minimal and may be insufficient to get the villa back to the executive standard that awaited your arrival.

Smoking

27. For the comfort of guests, the villa is a non-smoking home. However smoking responsibly is permitted in the pool / lanai area, but the door to the villa must be kept closed. If guests smoke inside the villa, the cost of fumigation will be deducted from your security bond. Likewise, any damage to furnishings resulting from smoking inside the villa will also be deducted from your security deposit.

Animals and pets

28. To ensure the comfort and wellbeing of all of our guests, pets (even well behaved ones), are not permitted in the home. If a pet is found to be in the villa, no matter for how short a time, then you will be charged for a thorough clean of the entire property including carpets and comforters, and for any damage that the pet may have done whilst on the property.
29. Florida has a subtropical climate and as such insects and small creatures are inevitable and are not a cause for concern. Their presence is no reflection on the cleanliness of the property. The home is treated regularly as part of a pest and termite control program. Please do not leave food on counter tops or in the pool area that could attract insects or wildlife. Clean up all spills immediately and please do not eat in the bedrooms. We advise you to keep all windows and external doors closed whenever possible; not only will this help to keep bugs from the property, but it will also enable the air conditioning unit to function effectively. Any costs for additional pest control and / or cleaning may be passed on to you.

Liability

30. The owners and their agents do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects, however caused as a result of the use of the villa or any of its' facilities including the swimming pool. Guests are reminded to exercise care as to their own personal safety and that of other party members. The maximum compensation payable for any action arising out of or in connection with this contract shall not exceed the amount paid to us for the rental under the contract.
31. A safe is provided in the villa for guest use free of charge. Whenever possible valuables should be left securely and out of sight. All doors and windows should be closed and locked when exiting the home. We accept no responsibility or liability for loss or damage to personal items while travelling to the property, staying in the property or after departure from the property. It is in your own best interests to take out personal travel and holiday medical insurance to cover unforeseen delays, cancellations or other circumstances which may necessitate the cancellation of your booking. You should have adequate medical insurance cover for the USA and for your luggage and personal belongings for the duration of your vacation.
32. Force Majeure: We accept no liability to pay compensation in respect of any loss, delay, damages or changes arising from unforeseeable circumstances beyond our control including (but not limited to) war or threat of war, riots, political unrest, hostilities, civil strife, terrorist activities, closure of airports, airline technical problems, industrial disputes or strikes, natural or nuclear disasters, fire, floods, hurricane or other adverse weather conditions.
33. In the unlikely event that you experience any problems with the property you must contact our local Management Company who will do their best to assist and rectify the matter as soon as is practically possible. Should a problem remain unresolved the Owners (in England) must be notified immediately.
34. If circumstances beyond the owner's control should make the rental home unavailable then the customer will be advised as soon as possible. Alternative accommodation of at least comparable standard will be offered if available, or a refund of monies paid, unless the change / cancellation arises from reasons of 'Force Majeure'. In any event our maximum liability to you is limited to the rental amount paid.

Passports & Visas for non-US guests

35. All passengers, including children and infants, must possess a full passport valid for at least six months beyond their return date. . Passport must be 'machine readable' and children cannot travel to USA on their parents' passports. If in doubt contact your local passport office. The name on your passport should be the same as the name on our villa Booking Form.
The majority of visitors to the USA from Britain no longer require a visa as a result of the Visa Waiver program. However, since January 2009, you are required to complete an on-line electronic travel authorization for all persons in your family before they travel to the USA. This allows multiple entries into USA and is valid for two years. Additionally, you will be required to complete disembarkation forms onboard the aircraft prior to landing.
There are some exclusions such as British Subject passports, Eire passports and anyone with a criminal record. Should you believe any of the aforementioned applies to you or to any member of your party then please contact the US embassy or any travel agency for guidance, especially if you do not hold a British Citizen passport as requirements change.
It is the responsibility of the guest to make sure that he or she has all the correct travel documents. The Owners cannot accept any liability for any of the aforementioned conditions not being met or any refusal of passage.

Law and Severability

36. It is agreed by all parties that any action arising out of or in connection with this contract will be governed by English Law and exclusive jurisdiction is conferred on the English Courts. Should any part of this contract be deemed to be void by rule of law, the remainder of this contract will continue in full force and effect!

Accuracy of information

37. Every effort has been made to ensure the accuracy of information we have provided.
38. At times it may be necessary to replace items in the villa with similar items of an equivalent or higher standard.
39. We reserve the right to reasonably amend any of the terms and conditions set out herewith.