

## **TERMS & CONDITIONS**

### **1. Your Booking is with Adrian & Beverley Knowles - "Adenbev".**

The Booking Contract becomes binding when Adenbev issues written confirmation of receipt of the deposit. The payment of your deposit (10% of your Booking Total, or £150 - whichever is greater) and its acceptance by us forms the contract between you and Adenbev for all sections of these terms and condition. The Guest is then deemed to have read, understood and agreed to the terms and conditions. The balance of the holiday price must be paid eight weeks prior to departure or at the time of booking if within eight weeks. Guests who do not pay the invoice by the due date are liable to have their holiday cancelled and appropriate cancellation charges levied.

Desirable Villas act as managing agents to Adenbev in Florida providing a point of contact for guests during their stay. Their contact details are available in the villa. Terms referring to Desirable Villas also refer to Adenbev.

### **2. Adenbev Responsibilities**

(a) We shall use our best endeavour to provide the holiday in accordance with the booking.

(b) If however, we are obliged to do so for reasons beyond our direct control, we reserve the right to cancel any holiday accommodation. In this event, then we shall do our best to provide comparable arrangements, however, if these are not acceptable, a full and immediate refund shall be made, and we shall be under no further liability. In the case of force majeure causing us to cancel any holiday, such as war, civil and military disorder, riots, natural calamities strikes, etc. Any additional expenditure borne by the Guest(s) and caused by such conditions shall not be reimbursed, nor will any services lost thereby be recoverable.

(c) In certain circumstances, it may be necessary for us to make a change in the other arrangements for the holiday. This is only done where it is absolutely necessary to do so and, if in our opinion, the alteration affects the quality of the holiday, we shall offer compensation, but shall be under no further liability.

(d) We would draw your attention to Pool Safety. Neither Adenbev nor Desirable Villas are responsible for any accidents or injuries sustained whilst using the Pool or the Villa. In accordance with visible notices all children must be constantly supervised whilst using the Pool and persons must never swim alone. Diving is not allowed in the pool for your own safety. Glass should not be used around the pool. A Pool Guard is provided for your additional safety; however we shall not accept any liability for the removal of Pool Guards by Guests.

(e) The Villa shall be cleaned and inspected prior to your arrival and after you have departed. We do not accept any responsibility or liability for any equipment failure and/or services in our Villa regardless of how it may have occurred. However in the event of any problems our Property Management is only a phone call away and shall endeavour to help you quickly and efficiently to ensure that your holiday is not disrupted. (Rentals of 5 nights or less will incur a cleaning charge on booking/departure).

(f) We cannot accept any responsibility for Guest's property, lost, stolen or misplaced while staying at our villa. A floor safe is installed for your security.

### **3. Amendments by you**

If, after we have dispatched written confirmation of your booking, you wish to alter any of the arrangements made, we shall do our best to accommodate your wishes and a charge may be levied, depending on charges made to us. A change of departure date made within eight weeks of the originally booked departure day may be treated as a cancellation of your booking and the appropriate cancellation charges shall apply.

#### **4. Cancellation by you**

All cancellations must be made by the person who signed the booking form, in writing by recorded delivery or registered post to us and shall take effect upon the date of receipt of the notice of cancellation by us.

#### **5. Cancellation Charges**

If you have to cancel your holiday, you will be charged in accordance with the following scale:

Outside 12 weeks of departure date loss of deposit

Between 12 weeks to 8 weeks 35% charge

Between 8 weeks to 6 weeks 45% charge

Between 6 weeks to 4 weeks 55% charge

Between 4 weeks to 2 weeks 65% charge

Between 2 weeks to 1 week 75% charge

Between 1 week to departure date 100% charge

Cancellation charges are based on the total holiday costs. Cancellation charges are sometimes reclaimable on your insurance policy. Name changes are considered as an amendment. Cancellation of individual passengers detailed on booking form in addition to attracting cancellation charges, may also mean re-invoicing of the remaining passengers at published prices for the new party size.

#### **6. Price Guarantee**

We guarantee that no matter what happens to the exchange rate, the basic price of your accommodation shall not be increased. Because of this financial guarantee should sterling increase against foreign currencies, no refunds will be made. We also reserve the right to amend our prices at any time.

#### **7. Credit Card Payments**

Credit Card bookings cannot currently be taken although payments may be made via PayPal. A Cheque payment in sterling or US dollars is also accepted. For further details please see our booking form.

#### **8. Complaints Procedure**

In the unlikely event that you have a complaint or report whilst on holiday YOU MUST inform Desirable Villas immediately and we shall do our best to resolve the problem in a timely manner. Desirable Villas shall only consider complaints if they are made locally during your stay therefore having the opportunity to solve any problems at the time of occurrence. If the problems are out of our control we regret that we cannot compensate or accept any liability. However, if you wish to pursue the matter on your return, please email us at [info@desirablevillas.com](mailto:info@desirablevillas.com) within 14 days so that a full investigation can be carried out.

## **9. Inventory Deposit**

We require an Inventory Deposit to cover the costs of breakages, etc., this deposit is £350 or US\$500. The Inventory Deposit shall be refunded in the currency paid by the Guest, less any amount in respect of any breakages, damages etc., if applicable, approximately 1 month after your departure. The deposit can be made in the form of a credit card payment - however it is the responsibility of the guest to ensure that sufficient funds are available for this transaction.

Should the refund be requested to be repaid in another currency other than that originally paid, then any exchange rate or commission charges shall be payable by the Guest. The Guest is responsible for reporting any damage if applicable and the safe return of the key to the villa key safety lockbox. A charge shall be made if the key is not returned or is lost. In the unfortunate event that any damage or loss is assessed to be in excess of the amount of Inventory Deposits, the Guest shall be held responsible for full reimbursement of the outstanding amount and agrees to pay the additional amount within fourteen (14) days of written notification.

## **10. Accuracy of Information**

All information provided in our web site has been compiled from up to date details and we have taken care to ensure that it is accurate. There may however be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance, water shortages, unsuitable weather conditions, fuel shortages, power cuts and other circumstances which are beyond our control, if we are advised of this, we shall of course inform you as soon as possible. However, we cannot be held liable in such circumstances. It is important to remember that some facilities, perhaps such as restaurants, golf courses, theme parks and water parks etc. may not operate at all times of the season. Construction works and the resulting noise, dust, and any other possible nuisances from adjacent sites to our property may occur at any time in the year. Where we are aware that such works may in our opinion significantly affect the enjoyment of your holiday, we will advise you. If you are unhappy we will endeavour to help, however we cannot offer you alternative accommodation as our villa is a privately owned property. A refund of any monies you have already paid to us will not be made, as it will be appreciated that construction works are often carried out by third parties over whom we have no control and can be frequently intermittent.

## **11. Flight Timings and Aircraft**

Flight timings provided to us are for information and guidance only.

## **12. Services and Resort Facilities**

We neither own nor operate any airline, car hire, travel insurance, telephone or ticket agency company whose services are offered by us. We take care in selecting all the relevant parts of your holiday, however we cannot be responsible for any injury, death, loss or damage caused by negligence of the management or employees of an independent organisation. No responsibility can be accepted for the breakdown of public services including water, telecommunication, and electricity.

## **13. Missed Flights**

We shall not be held responsible for any liability should you miss your flight due to not checking in/out at the correct time. Should you miss your flights we will endeavour to make alternative arrangements. Any extra charges must first be paid to us. There is however, no guarantee that we can arrange this on your behalf.

#### **14. Villa Occupancy**

Our villas are reserved only for persons named on the booking form. Extra persons are allowed only with our permission. The Maximum Published Villa Occupancy in accordance with Florida State Law must not be exceeded at any time. Each home operates a strict no pet policy. If it is discovered that a pet is in the home during your stay, then the agreement is terminated and you shall need to either remove the pet or depart the home immediately with no refund. Equally if evidence of a pet is discovered on your departure, you shall forfeit your entire security deposit.

#### **15. Telephone**

Unless otherwise stated, the telephone system in the villa is only available for local calls. All other calls can be made with the purchase of a Phone Card.

#### **16. Cable TV**

Cable TV is not always available in all rooms. We cannot be held responsible for loss of signal, or events which we which are beyond our control. If on demand services are used, the cost must be reimbursed by the renter to Adenbev or will be deducted from the inventory deposit.

#### **17. General**

It is the Client's/Guests responsibility to ensure that all their documentation is in order. Please check everything carefully.

#### **18. Swimming Pool**

If pool heat is purchased the pool shall be heated to approximately 85 degrees Fahrenheit (27 degrees Centigrade), weather and humidity conditions allowing. However, please allow for overnight rain, pool topping up and cooler temperatures early morning and late evening, which shall affect the pool temperature. It is the responsibility of guests to utilise the pool blanket, if provided to retain the heat for your own convenience - guests are also responsible for keeping the swimming pool "Topped Up" during their stay. If pool heating is ordered from your check-in date, it shall be turned on approximately at 11.00am on the day of your arrival. Depending on the weather conditions the pool water can take some hours to reach the desired temperature. Please note that we cannot accept liability for loss of pool heating; however every effort shall be made to ensure that you are not inconvenienced during your stay.

The pool depth usually is approximately between 3ft – 6ft. It is regularly inspected, cleaned and maintained; however the pool may be affected by dust, dirt or insects, in certain weather conditions. In the unlikely event that pre-ordered pool heating fails during your stay Desirable Villas shall either provide the owed day(s) pool heating at a later time or, if this proves inappropriate, arrange for the refund of the unused portion of pool heating costs, but only if the booking originates through Desirable Villas or Adenbev.

The swimming pool is cleaned and chemically controlled for your comfort and safety. Occasionally it may be necessary to adjust the chemical balance due to weather conditions. Should this be necessary during your stay Desirable Villas shall advise you accordingly, which may require that the pool is not used for your safety for a period of 12-24 hours.

#### **19. Climate**

Florida is a tropical climate. To help eliminate pests, we recommend that all windows and doors remain shut at all times and that all opened food is stored in the refrigerator. If you become aware of a pest problem inside the home, sprays such as Raid can be purchased locally. If the problem is more widespread, please contact Desirable Villas and we shall ensure that the appropriate treatment may be initiated.

The villa temperature is set for heating, cooling and dehumidification to ensure the inside temperature and humidity is completely comfortable based on the outside climate. During the heating season the villa temperature is set to a minimum of 21°C/70°F. During the cooling season the villa temperature is set to a maximum of 26°C/78°F. These settings are based on the recommended energy settings as stipulated by the US government and Florida State Energy Advisors. Ceiling fans are usually installed in all main areas to provide guests with extra temperature control.

We will not accept any liability for losses of any kind due to a tropical storm or hurricane

## **20. Equipment Rental.**

A villa booking deposit accepted and banked by Desirable Villas or Adenbev secures the Lead Renter and Party Members (referred to as "Renters") entitlement to associated equipment (referred to as the "Equipment") rental.

The inventory deposit paid for the accommodation also indemnifies the Equipment. Desirable Villas does not accept any liability for any accidents, personal injury, collision-damage or any third party insurance claims due to injury, caused directly or indirectly from the use of the Equipment. The rental charge for the Equipment is an extension to the accommodation rental and all use of the Equipment is at the risk of the Renters. All Terms & Conditions for the villa rental apply.

If during the rental the Equipment is damaged Desirable Villas is not obliged to replace damaged Equipment and no refund will be applicable. Damage shall be assessed and an appropriate charge shall be made against the inventory deposit already paid. The Renters of the villa are deemed to be responsible for the safe use and return of the Equipment to the Games Room. The Renters are at all times personally liable for any accident that they may cause or damage to people or property.

The Renters agrees sole and absolute responsible for the care and safe keeping of all Equipment rented from Desirable Villas for the duration of this agreement. If the Equipment is lost or damaged, (including without limitation, loss or damage arising from fire, accident, theft, collision, misuse or forfeiture).

The Renters agree to compensate for the full cost of repairing such damage or replacing the Equipment, regardless of the cause of such loss or damage, including the negligence or otherwise of any other person, and including the costs of enforcing this release.

Bicycles are not provided by Desirable Villas as a Rental Item. However certain properties have bicycles provided by the Owners thereof. The Renters accept cycling and associated activities have inherent risks, and can be dangerous and understand that these risks include (but are not limited to): illness, navigational difficulties, rough riding conditions, poor weather, and collisions, all of which may occur.

The Renters understand that the use of bicycle helmets is recommended, however helmets are not provided by Desirable Villas and the responsibility of using the Equipment without helmets is at the risk of the Renters. Equipment is rented as seen and inspected by the Renters. Tools for attending to minor adjustments are provided. It is the Renters responsibility to check Equipment's continued safety and serviceability and to report any faults to Desirable Villas; also for the care of all Equipment and ensuring that Equipment is securely locked to an immovable object when left unattended, and all valuables removed.

The Renters are classified as physically fit unless stated otherwise with no medical or other reason why the Renters should not participate in the activity of cycling. In the event that the Renters require medical treatment, the Renters agree responsibility to seek and obtain any necessary medical treatment, at the Renters own expense and that Desirable Villas is in no way responsible for seeking, obtaining or meeting the cost of any medical treatment whatsoever.

Desirable Villas reserve the right to charge for repair, including punctures, in cases of misuse. Please advise of any damage immediately.

The Renters agree to accept all risks, and will not hold Adenbev or Desirable Villas or agents responsible or make any claim against them (including claims arising from negligence) for any direct or indirect injury or damage to The Renters or the Renters property in the course of use of the Equipment or in association with Desirable Villas, or Agents.

The Renters agree that any claim in respect of any damage and/or injury to other persons and/or property arising from use of the Equipment is the Renters responsibility and not the responsibility of Desirable Villas or Agents and against any loss, damage or claim whatsoever arising against Desirable Villas as a result of the Renters use of the Equipment.

The Renters agree to use the Equipment in a lawful, safe and proper manner at all times and understand that the Renters behaviour whilst undertaking the use of the rented Equipment affects the risks that the Renters maybe exposed to. The Renters agree that Desirable Villas has no control over these risks.

The Renters agree that the laws of USA apply; that this contract is subject to the exclusive jurisdiction of USA courts; and that this release is binding on Renters, family, heirs and legal assigns and on administrators and/or executors.

The Renters accept that Desirable Villas is not responsible for damage, expense, inconvenience or injury related to schedule changes or events outside its control.

The Renters are deemed to have read and understood these terms and conditions, once the bicycle rental is paid and the lock codes are provide by Desirable Villas and the locks are removed the Renters agree to be bound by these terms and conditions.

## **21. Terms used.**

Any reference to Desirable Villas refers to the Owners (Adrian & Beverley Knowles) of the villa. Property Management is our Management Company responsible for the operation of the villa. The Guest is the person(s) renting the villa.

## **22. Statutory Rights**

These conditions do not affect your statutory rights as a consumer. You should contact your local Trading Standards Department, or Citizens Advice Bureau if you need any more information about your statutory rights.

## **23. Data Protection**

In order to process your booking and meet your requirements we need to use the information you provide such as your name, address and telephone number. We need to pass your information to our Villa Manager but will not pass on any personal information to any other third parties.

We may use the information to notify you of special offers that may be of interest to you from time to time. If you do not wish to be notified of these please let us know by emailing us.

## **24. Governing Law & Jurisdiction**

These conditions are governed by US, State and County Law and both parties agree to submit to the jurisdiction