

Aylesbury Villa

Terms and Conditions

Your agreement:

'We' and 'Us' are Robert and Janice Dawson.

'You' and 'Your' refers to the person named as 'party leader' on the booking form, and is the person that must read, and agree to these Terms and Conditions.

1. The Contract

Your contract is with Robert and Janice Dawson as you are the 'party leader'. A contract will exist when we confirm your booking in writing. This contract is made on the terms of these booking conditions which are governed by UK English Law and both parties shall submit to the jurisdiction of UK English Courts at all times. The 'party leader' is the first named person on the booking form. The 'party leader' must be over 21 at the time of booking, and is authorised to agree to the Terms and Conditions on behalf of all persons included on the booking form.

No all male groups or groups who are all under the age of 25.

2. Bookings

We advise you to check availability of the villa by visiting contacting us. We will then hold the dates for you for 7 days whilst you send us a completed booking form and the deposit of £100 per week/part week. If a booking is accepted, it will normally be confirmed to you within 7 days of receipt of your completed booking form and deposit. Once the booking is confirmed the deposit will be non-refundable, but will be deducted from the full amount due.

Where a booking is made within 10 weeks of the arrival date, the total cost is payable at the time of booking. We are unable to process booking forms which are incomplete or if the party leader has not agreed to the Terms and Conditions on behalf of the party.

3. Payment

The balance of the price of your holiday must be paid at least 10 weeks before your arrival date. If the balance is not paid by that time we reserve the right to treat your booking as cancelled by you and apply the cancellation charges set out in item 4: 'If You Cancel Your Booking'.

Although we will endeavour to ensure the accuracy of the prices on our website and confirmation invoice, should an incorrect invoice be issued, we reserve the right to issue a new invoice. We will not be bound by the details on the incorrect invoice or our prices advertised on www.dawson-floridavilla.co.uk. Upon payment of the outstanding balance, you will be required to pay a refundable security/breakage deposit of £150. This deposit is payable to cover any breakages, damage to the property or its contents and for any excessive cleaning costs above that normally required in connection with the occupancy. The deposit will be refunded as soon as possible and no later than 30 days after you have vacated the property, less any cost of breakages, or damage caused during the period of rental in accordance with the report provided to us by the property manager.

4: If You Cancel Your Booking

You may cancel your holiday at any time providing that the cancellation is made by the 'party leader' and is communicated to us in writing **by recorded delivery**. As this incurs administrative costs, we will retain your deposit and apply cancellation charges. These charges will be calculated from the day on which we receive your letter, and are based on the period remaining before arrival. The cancellation charges are shown below, and by making your booking you accept these charges are fair.

more than 8 weeks prior to arrival - deposit only

6-8 weeks prior to arrival- 50% of rental charge (minus deposits)

4-6 weeks prior to arrival- 75% of rental charge (minus deposits)

4 weeks or less prior to arrival - 100% of rental charge (minus deposits)

We would advise you to take out adequate holiday insurance.

5. If You Wish To Change Your Booking

If, after the confirmation invoice has been issued, you wish to change your holiday we will do our utmost to accommodate you. However we have no obligation to make any change other than allowing you or any other member of your party who is prevented from travelling to transfer their booking to someone else, provided we have approved the name change. The notification must be received in writing at our address from the 'party leader' at least 8 weeks before arrival. Alterations cannot be made to the name of the 'party leader', and any application for this will be treated as

a cancellation in writing and be subject to the cancellation terms set out in item 4.

6. If We Cancel Your Holiday

We reserve the right in any circumstances to cancel your holiday. In the unlikely event that this occurs, we will be liable only to refund any monies already paid by you. We regret that we cannot pay any losses, costs or expenses incurred by you as a result of any change or cancellation.

We accept no liability to pay compensation if we are forced to cancel or in any way change your holiday due to (but not limited to) war, threat of war, riot, civil strife, industrial dispute, or other circumstances amounting to Force Majeure..

7. Pests & Pest Control

Due to the tropical climate of Florida pests are common place and we cannot be held responsible for an outbreak of them. Our villa and property grounds are treated on a regular basis by a pest control company. If however, an outbreak of ants, insects, rodents, amphibians or anything of the kind happens during your stay you must contact the management company immediately to rectify the problem. No responsibility will be taken by the owners or their agents for actions not reported within 24 hours.

8. Pool

You are responsible for any persons using the pool during your booked period and it is used at your own risk. Children are required to be supervised at all times when using the pool or on the pool deck area. We and our agents will accept no responsibility for any loss or personal injury incurred from using the pool or its surrounding areas. The pool heat (if requested and paid for) only operates when the temperature outside drops below a certain level. We cannot be held responsible for the temperature outside during your stay and we will not enter into any discussion with regard to reimbursement of pool heat charges under any circumstances.

9. Liability

You are advised that you are occupying a private villa and therefore are responsible for your own safety in respect of any loss, personal accidents or damages sustained by you or any members of your party during your

stay. It is your responsibility to ensure that you have adequate holiday insurance to cover personal injury/ accidents/ damage. No claims whatsoever will be accepted by us or our agents of the property. Neither we nor our agents accept any liability for loss of mains services, failure of appliances or of any actions taken in the vicinity of the property by any authority or third party persons beyond our control.

10. Your Responsibilities

You must accept responsibility for any loss or damage caused by you or any member of your party. You will indemnify us against all claims made against us for all losses and or damage arising from any act or default by you or any other member of your party.

We expect you and all members of your party to behave with consideration for other people. If, in our opinion, you or any member of your party causes danger, distress or annoyance to any third party, we reserve the right to evict from the property the person concerned without notice, refund or compensation.

The villa is protected by a Brinks monitored security system; this not only acts as a burglar deterrent but is also a monitored fire alarm. Therefore it is required that the lead guest makes all members of their group aware that all doors and windows must be closed and locked, including the garage door, the front door and the 3 doors leading to the pool area and that the alarm is activated whenever the villa is left unattended. Failure to follow these procedures correctly, resulting in a false alarm, may require guests to pay call-out charges.

In the unlikely event of a complaint, please contact our Management Company with 24 hours of your arrival, they will do their best to assist and rectify the matter as soon as is practically possible. Failure to follow these procedures will invalidate any complaint. The homeowner will not enter into any correspondence for any circumstance not brought to our Management Company's attention during your stay.

You must allow us and our agent's access to enter the property to carry out any maintenance or rectify any complaints or problems.

11. Arrival/Departure

You may gain access to the property after 16.00pm on the day of arrival

and the property must be vacated by 10.00am on the day of departure, unless otherwise arranged and agreed. The persons named on the booking form may only occupy the accommodation. Any changes to the names on the booking form are subject to item 5 above. We reserve the right to evict from the property any unnamed person without notice, refund or compensation.

12. Our Responsibilities

We accept our responsibility to ensure that the villa we provide is as described on www.dawson-floridavilla.co.uk and is of a reasonable standard, considering the nature of the location visited. We have endeavoured to represent the villa on our website as accurately as possible.

13. Insurance

It is a condition of booking that you and each member of your party are covered by adequate personal holiday insurance.

14. Included In The Price

The following items are included in the booking price - cost of electric and utilities, use of all house hold items, linens, appliances etc, baby cot and highchair, local telephone calls, internet connection and use of a safe.

15. Smoking

For the comfort of our all our guests, you are advised that this villa is a non-smoking villa and smoking is strictly prohibited. You are advised that your security deposit will not be refunded if smoking has taken place in this property during your stay.

16. Pets

For the comfort of all our guests we do not allow pets at this property you are advised that your security deposit will not be refunded if pets have been present on this property during your stay.

The 'party leader' accepts and agrees to these terms and conditions and accepts and agrees being particularly aware of the detail in items 1, 15 and 16.