

Sunshinevilla4u.com

Conditions of Booking

The following Booking Conditions together with the General Information contained on this website form the basis of your contract with sunshinevilla4u.com. Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" and "us" means sunshinevilla4u.com. All bookings are made subject to these booking conditions.

1. Making your booking

Bookings can be made by contacting us at sunshinevilla4u.com .

Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice by email. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

2. Payment

In order to confirm your stay, a deposit of **10% of the full payment** (or full payment if booking within **56 days** of departure) must be paid at the time of booking.

This deposit is not refundable in the event of your cancellation or failure to pay on time as set out below. The balance of the cost of your stay must be received by us not less than **56 days** prior to departure (or at the time of booking if this date has passed). This date will be shown on the confirmation invoice. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

2a Security Deposit

You must pay a security deposit of **\$200.00, 56 days** before the start of your stay (or at the time of booking if this date has passed). The cost of any damage to the property or to any items in and/or at the property caused or any service charges incurred by you or any member of your party (for example telephone calls) will be deducted by us from the security deposit at the end of your stay. If no deductions are required your security deposit will be refunded in full to you **14 days** after your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately on request from us.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute

arising out of or in connection with your stay will be dealt with by the Courts of United Kingdom.

4. The cost of your stay

We reserve the right to increase or decrease the prices of accommodation at any time. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error.

Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking.

5. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

6. Cancellation by you

Should you need to cancel your stay once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the booking excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

Period before start of stay within which written/email notification of cancellation is received by us	Cancellation charge
more than 8 weeks	deposit only
less than 8 weeks	deposit + 20%
less than 6 weeks	deposit + 50%
less than 4 weeks	deposit + 60%
less than 3 weeks	deposit + 80%
less than 2 weeks	deposit + 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.

7. Insurance

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

8. Changes and cancellation by us

Occasionally, we have to make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. We will endeavour to offer you an alternative should a significant change or cancellation occur. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (see clause 15) to change or terminate your stay after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

9. Party size

Everyone occupying the property must be listed on the booking form, this includes small children. This is Florida State law and must be adhered to. Persons under 21 years of age are not acceptable unless accompanied by parents or a responsible adult. This property is fully licensed for short-term rental in Florida. The Owners reserve the right to admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

10. Accommodation

- 10.1 Subletting, sharing or assigning is strictly prohibited.
- 10.2 The villa will be available to guests after 4:00pm Florida time on the day of arrival, unless otherwise agreed.
- 10.3 The villa must be vacated by 11:00am Florida time on the day of departure, unless otherwise agreed.
- 10.4 A surcharge of one days rental will be charged if the villa is not vacated by the specified time.
- 10.5 Only the persons shown on the booking form are permitted to stay in the property.

11. Smoking

For the comfort and safety of guests and the homeowners our villas are non-smoking

12. Animals and pets

- 12.1 Animals and pets are not permitted in our villas unless agreed with the homeowners at the time of booking. **A \$250 cleaning charge will be added.**
- 12.2 Service and guide animals are allowed. These must be specified at the time of booking.

13. Use of swimming pools and spas

- 13.1 Swimming pools and spa's are dangerous and ours are not to be used by children without adult supervision. Please observe the pool rule notices provided.
- 13.2 Our experienced staff maintain the pool and spa area for your enjoyment. Any additional liquids added by guests will cause damage and harm which will incur a charge for repair.
- 13.3 For your own safety glasses or bottles are not permitted around the pool area.
- 13.4 Purchase of pool heat: In the event of weather conditions falling below 50 (fifty) degrees Fahrenheit, the pool heating will automatically shut off to prevent any damage. We find it unreasonable to expect the swimming pool to be used while the outside ambient temperature is below 50 (fifty) degrees Fahrenheit.

14. Insects and Pests

Insects and pests are inevitably present in the Florida climate. Within reason,

this is normal, the villa receives periodic pest control treatment. Where pests become a nuisance further remedial action will be taken.

15. Force Majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

16. Liability

The Owners and the Management Company of the property accept no responsibility for death, personal injury, accidents, loss (for example loss of enjoyment) or damage to persons or personal belongings however caused. The use of all accommodation, all equipment and all amenities, including the pool or spa is entirely at the users' own risk.

17. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

18. Behaviour

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

19. Special requests and medical problems

If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. Although we will endeavour to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability that may affect your stay, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

20. Passports, visas and health requirements

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

21. Prices and Website Accuracy

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.