



Terms & Conditions

Please ensure you read and understand the following terms and conditions. If you have any queries, please do not hesitate to contact us.

Booking & Payment

Deposit: To confirm the booking a deposit of £100/\$200 per week or part thereof must be enclosed with the completed and signed booking form. Once the booking is confirmed, the deposit shall be non-refundable but will be deducted from the total amount due. We accept payment by personal check, credit card and money orders. **Bookings cannot be accepted from parties of young people under 21 years of age.**

Please note that while we are happy to provisionally block out dates on receipt of a completed booking form, pending receipt of deposit, your dates cannot be confirmed or guaranteed until the payment has been received. Provisional booked dates will only be held for 7 days following which they will be automatically released without notice.

Payment of Balance: The balance is due 8 weeks prior to your arrival. Bookings made within 8 weeks are payable in full at the time of booking. Failure to pay the balance by the due date will render the booking void with loss of deposit.

Cheque Payment: Cheques should be made payable to **CLIVE HAND** and posted to the address on the booking form. For US guests we are able to arrange for the cheque to be posted directly to our management company.

Electronic Transfer: We are happy to receive payment by electronic transfer. We will provide account details on receipt of any booking forms indicating this method as the preferred choice of payment.

Credit Card Payment: We are able to accept payment by credit card through Paypal. Payments can be made securely in Pounds Sterling or US Dollars even if you do not have your own Paypal account.

Paypal: We are also happy to accept payment by Paypal. On receipt of booking forms choosing this method of payment we will forward a Paypal invoice for easy payment.

Security Deposit: A \$300 security deposit is required and will be processed by our management company. This will be secured by credit card and can be completed prior to your arrival using the form that you receive when the final balance has been paid. No payment will be taken from your credit card unless loss, damage or breakages occur.

Returning this form to our management company by fax or email, which also includes your Guest Registration Details, you can receive your personal access code to our home prior to your arrival thereby speeding up the check-in process.

HOLIDAY HOME IN THE SUN

Clive & Eileen Hand, 29 Priestley Way, Middleton on Sea, West Sussex PO22 6RR, UK
Tel/Fax: +44 (0)1243 587152 Email: info@sunshineandmagic.com
Website: www.sunshineandmagic.com

Alternatively, you can provide your Guest Registration details on arrival at Terra Verde by simply calling into our management company office, which is situated in Terra Verde Clubhouse behind reception.

Cancellation: If you cancel your booking for any reason whatsoever the following charges will apply:

<u>Period Prior To Arrival</u>	<u>Cancellation Fee Charge</u>
8 weeks	Deposit only
4 – 8 weeks	50% of rental cost
2 – 4 weeks	80% of rental cost
Less than 2 weeks	100% of rental cost

In the unlikely event that the owners, due to circumstances beyond their control, have to cancel the booking the owners will endeavour to locate similar alternative accommodation. Should the owners be unable to locate alternative accommodation a complete refund of all monies will be paid. However, the owners, Management Company and/or their agents will not be liable for any other loss incurred by the clients.

Alteration to Booking: If after your booking has been accepted, you wish to alter your arrangements, we will do all we can to help without charge. However, you should be aware this might increase rental costs depending on the season.

Pool

Safety: Guests may use the swimming pool at their own risk. Swimming pools are an obvious source of danger for young children. You are advised **NEVER** to allow children to use the pool unsupervised. A 'fully removable' child safety fence and patio door security device has been provided for children safety. Please observe the pool rules contained in the information folder and displayed in the pool area. Glassware should **NEVER** be used in and around the pool area. A supply of plastic cups is provided for your use.

Heating: Pool heating will be switched on during the day ordered and may take some time to heat the pool to optimum temperature. We are unable to guarantee the water temperature with pool heating, as this will depend on the prevailing weather conditions. Solar sun rings are provided must be used when pool is not in use (especially at night) or the heater will not function correctly and heat will not be retained. **Important: The solar rings must be removed before any person enters the pool. Please note that solar rings are not pool toys or floatation devices and should not be mistreated. Our management company have been instructed to count and inspect for damage after every departure and damage or loss will be charged for.**

The pool heater is a mechanical device, and as with any mechanical device it can be subject to electrical / mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. If the guest has paid for pool heat, then we shall refund only the days you are without pool heat.

Pool Maintenance: The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it you will be advised by pool maintenance to remain out of the pool for a period time (normally a few hours) for safety reasons.

General Information

Inventory: No items may be removed from the home. This includes linens and towels. The guest agrees to report any breakage or damage or malfunction immediately our management company. **Under no circumstance should any items, including chairs, cutlery and crockery be removed from the property or left outside.**

Liability: You are advised that you are occupying a private home and therefore are responsible for your own health and safety in respect of any loss, personal accidents or damage sustained by you or any member of your party during your stay. The Owner or the management company does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

Occupancy: The accommodation is reserved exclusively for the persons named on the booking form and no other persons whatsoever are permitted to stay there unless this has been agreed with the owners in advance. The US management company reserve the right to evict or request to leave any persons not authorised to stay in the property. Maximum occupancy under Florida State Law is 10 persons. For your comfort and convenience we only accept bookings up to 8 persons.

Arrival & Departure: The home is available from 4.00 pm on the day of arrival and must be vacated by 10.00 am on the day of departure. Late checkout may be available at the owner's discretion but an extra charge may apply.

Pets & Smoking: Sorry but **NO** pets, other animals or smoking within the home is permitted. Please note smoke detection is fitted throughout the property.

BBQ's & Outdoor Grills: Sorry but we do not allow BBQ's or outdoor grills within the screened pool area.

Maintenance: The guest agrees to permit the owner or their agents reasonable access to the property to carry out any maintenance if necessary.

Bugs/Ants: Florida is notorious for bugs. This property is sprayed on a monthly basis, however, if food is left out on the counter top or on the pool deck this will attract Bugs/Ants. If you do experience problems please contact the management company and they will come out to deal with it.

Resort Amenities: Please note that on occasions resort amenities may change or be unavailable without notification. We apologise for any inconvenience this may cause.

In accordance with the Terra Verde Homeowners Association rules, no truck or van, boat, trailer, recreational vehicle, commercial vehicle or other types of non-passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on Terra Verde. The connection of the villa's utility supplies to any external vehicle / appliance is strictly prohibited.

Complaints: We sincerely hope you do not have any complaints but in the unlikely event that you wish to register a complaint during your holiday, contact the management company immediately and follow this up with a letter. Give a copy to them and send us a copy on your return. Unfortunately, we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.

Insurance: We strongly recommend that you take out adequate holiday insurance to cover cancellation, accident, illness, damage or theft.

Force Majeure: The owners or their agents accept no responsibility and cannot be liable for any loss caused by strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, fire, flood, technical/weather problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner's or their agents control.

Please Note: This contract covers your accommodation only. It does not cover flights, insurance, car hire, theme park tickets or food.

THIS CONTRACT IS GOVERNED BY AND SHALL BE INTERPRETED IN ACCORDANCE WITH ENGLISH LAW.