

# TERMS & CONDITIONS

## "Tower Lake Villa"

Web site: [www.towerlakevillaflorida.com](http://www.towerlakevillaflorida.com)

For reservations and queries contact **Martin Ford**

E-mail: [martin@towerlakevillaflorida.com](mailto:martin@towerlakevillaflorida.com)

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Please ensure you read and understand the following terms and conditions that apply to your accommodation rental. If you (hereafter called the *client*) have any queries, please contact me (hereafter called the *owner*) for clarification before you sign the booking form (which can be downloaded). To speed up a reply please e-mail me a completed booking form and post a hard copy to me duly signed together with the correct deposit required.

Whilst we reserve the right to amend our prices at any time, we will confirm you the current price at the time of booking. As soon as we have confirmed your reservation, the price of the rental is guaranteed. This guarantee is offered subject to our terms and conditions.

We reserve the right to refuse to accept a booking without reason.

These terms and conditions are written in order to clarify to you how the booking procedure in Tower Lake Villa is undertaken and operated. It also explains how the cancellation procedure works in the unlikely event that you have to cancel a booking

### 1 **BOOKING** ([back to top](#))

The booking form (which can be downloaded) must be completed by the client who must be over 21 years of age. The completion and signing of the booking form shall be deemed as an acceptance of the 'Terms and Conditions' and shall be an undertaking by the client that they have the authority to act on behalf of the persons named on the booking form including any substitutions or additions by any subsequent agreed amendments to the booking.

The booking is not accepted until the completed booking form and payments have been received into the owner's account. A payment by cheque or any other un-cleared form of payment will not be accepted until the payment has cleared successfully. A booking is confirmed once an acknowledgement or receipt has been issued to the client. An invoice does not constitute an acknowledgement of a booking. If the booking is not accepted by me for any reason the deposit will be refunded in full. Amendments to or cancellation of a booking by the client will be subject to the provisions of Sections 5, 8 & 13 of these terms and conditions.

*The accommodation cannot be shared, assigned or sublet and only the persons shown on the booking form are permitted to stay in the property. Any changes to the persons booked to occupy the house must be notified to and confirmed by the owners before occupancy commences (This is to comply with Florida State Law)*

*The property sleeps TEN people with an additional TWO people on a sofa bed plus ONE small infant in the travel/crib. The maximum number of people allowed to stay in the villa at any one time is 13. Persons/children under the age of 21 are not accepted unless accompanied by an adult over 21. The client is required to disclose on the booking form all the ages of guests staying at the villa.*

Failure to comply with any of the two paragraphs (in *italics* above) can result in immediate eviction and the forfeiting of your booking fee. Failure to leave the premises under these terms will result in enforced action by the local Sheriff or Police.

A BBQ/Grill is provided for guests, but if you wish to use it during your stay you need to notify the owner and fill in the appropriate section on the 'Booking Form' at the time of booking. If you use the BBQ/Grill during your stay you will be required to clean it (a wire brush is provided for this purpose) before you leave as the cleaning does not cover this. The Gas cylinder must not be left anywhere within the villa or undercover in the pool deck area or lanai as this contravenes Florida State Law, which must be upheld. If any guest/s are found to be not compliant with this then the guests will be held liable in any actions which might occur. Any breakages/damage to the BBQ/Grill will be reported by the

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management company and then reported to the owner. You should always before use test the connection to the cylinder using soapy water to check for any gas escaping.

Do not at any time leave the grill unattended when in use. Do not leave food on the grill after use as this will attract unwanted pests and wild animals. Please keep the grill covered when not in use. Failure to clean the BBQ/Grill may incur a £35/\$50 US Dollars cleaning charge from your security deposit). Please leave the BBQ/Grill as you would wish to find it.

The management company will provide the gas cylinder but if it is found empty it can be refilled at LOWES just down Bates Road, adjacent to Tower Lake – Calabay Parc. We cannot guarantee that there will be enough gas in the cylinder to last your stay. Keeping the tank filled is not the responsibility of the owners or management company.

### 2 ALTERATIONS TO CONFIRMED BOOKINGS ([back to top](#))

All requests to alter a confirmed booking must be made by the client in writing and will not be agreed until confirmed by the owner in writing. Whilst the owner will try to accommodate any request to alter a confirmed booking (subject to availability) there is no guarantee that any alteration will be possible. If an alteration is not acceptable to the owner and the client decides to cancel – the cancellation charges in Section 13 below will apply.

If any alterations/amendments are made to a confirmed booking, this may result in the price guarantee becoming void and the booking becoming subject to the prices in force at the time of the alteration.

If an alteration is made to a confirmed booking resulting in the number of nights/length of stay being reduced, no price reduction will be given from the original confirmed booking.

### 3 BOOKING DEPOSIT ([back to top](#))

On receipt of your deposit payment, an e-mail will be sent to confirm our receipt of your deposit. The cheque/check will be presented to the client's bank for clearance. On clearance of the deposit payment into our account, we will send out acknowledgement of clearance by e-mail to the lead guest using the e-mail address given on the booking form.

A non-refundable deposit is payable at the time of booking. The amount is specified on the 'Booking Form' (which can be downloaded from the owners website [www.towerlakevillaflorida.com](http://www.towerlakevillaflorida.com)) and the balance is payable 8 weeks prior to the date of departure. If the booking is made 8 weeks or less from the date of departure, the full amount is required at the time of booking. The booking deposit will be treated as part payment of the total amount due. If the balance is not paid 8 weeks prior to the departure date, the owner shall have the right to cancel the booking without notice.

### 4 TRAVEL INSURANCE ([back to top](#))

The owner is not responsible for any loss of enjoyment or use of the house due to travel disruption. It is very important that you have adequate insurance cover and is a condition of this booking. All non US guests are also advised to have a policy that gives adequate medical cover for the US.

**Please be aware that if you choose not to take out insurance, you, the lead guest, will be personally responsible for payment of any cancellation charges which may become due.**

The owner or his agents do not accept any liability for accidents, injury, damage, loss or damage of personal effects whenever or however caused. The client and guests are responsible for and shall pay for all their travel arrangements, airline tickets, car rental, medical and travel insurance and any other costs incurred in connection with the holiday.

Payment via the Booking Form is for the rental of the villa only.

Please be aware that if you choose not to take out insurance, you, the client will be personally responsible for payment of any cancellation charges which may become due.

### 5 SECURITY DEPOSIT ([back to top](#))

A security deposit is payable at the time the balance is due. The amount is specified on the 'Booking Form' which can be downloaded and is payable 8 weeks prior to the start date of the rental (this should be included with the balance payment). It will be held by the owners, management company or their agents against loss or damage occasioned by the use of the property by the parties to this agreement. The security deposit will be fully refunded by the owner, management company or agent approximately 14 days after the completion of the holiday subject to a satisfactory damage/loss report being received from my management company and confirmation that all Terms and Conditions had

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been adhered to. The client agrees to pay any additional charges for damage or loss not covered by the security deposit. The owner, management company or agent reserve the right to recover such costs by any means available to them.

### 6 YOUR RESPONSIBILITIES

The client is required to check the property and facilities thoroughly and report any damage or missing items within 24 hours of check in. Any loss or damage not reported within this time will be responsibility of the lead guest and charged for accordingly.

The client/guests must treat the property, its furnishings, fixtures & fittings, utensils and other facilities with respect. Any loss, damage or problems relating to the property or its contents must be reported to the management company immediately.

The client is solely responsible for any damages, stains, breakage(s), or excessive use of the utilities that may be caused to the property or its contents and also for any loss in the inventory during their stay. The villa is inspected both before and at the end of each occupation to check that all is in order. If during the inspection it is found that the villa has been left in such condition that it warrants extra cleaning this will be carried out and deducted from the security deposit along with an administration charge. Charges for damages/losses or any maintenance/repairs to the premises, equipment, amenities or fixtures necessitated by misuse or neglect will be at the discretion of Tower Lake Villa. It is important that the property be left clean and tidy at the end of the rental period.

### 7 LIABILITY LIMITATIONS ([back to top](#))

Although every effort is made to ensure that the villa is in perfect condition, Tower Lake Villa cannot accept responsibility for third party claims, accidents, damage to or loss of property or for any expenses incurred for any reason including changes caused by force majeure, regardless of however they may have occurred, nor can any responsibility be accepted for injury or accident caused as a result of the use of the pool. Guests are specifically requested not to allow children to use the pool unsupervised and to follow the guidelines set out and displayed by the pool and in the villa information book. GLASS is **NOT** permitted in the pool area.

### 8 PRICE GUARANTEE ([back to top](#))

We accept no responsibility for price discrepancies on the website or any other marketing material you may see relating to Tower Lake Villa. All prices will be agreed and confirmed at time of booking. The rental price is for the villa and not per person and is fully guaranteed when the deposit has been paid and the acknowledgement/receipt has been issued by the owner, management company or agent.

### 9 SAFETY ([back to top](#))

Use of the pool is at your own risk. No diving is permitted – a secure pool screen fences off the pool to protect children from falling in.

### 10 SWIMMING POOL HEATING & SPA ([back to top](#))

The property has a swimming pool and spa. Swimming pools, spas and the surrounding areas are potentially dangerous. Guests are specifically requested not to allow children to use the pool or spa area unsupervised, not to swim or use the spa unaccompanied and not to swim or use the spa under the influence of alcohol, medication or other mind altering substances. The owner, management company or agent, do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the pool/spa area or as a result of slippery surfaces or by not using the pool safety screen.

For your safety and comfort the pool and spa is inspected, cleaned and if necessary, chemically balanced every week. The pool staff do not need to gain access to the interior of the villa to carry out this maintenance. On rare occasions it may be necessary to apply extra chemicals to the pool/spa to maintain safe and correct chemical levels. Should this occur during your stay it may be necessary for all guests to refrain from using the pool/spa for a period specified by the pool cleaning company's agent - this is a normal part of pool maintenance. Should this occur during your stay it will be necessary for you to be out of the pool for the above necessary period.

The heater is an electrical/mechanical device, as with any mechanical device it can be subject to electrical/mechanical failure. In such an event, 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. The owner cannot and will not refund anything that has not been paid for. Pool heating is also subject to weather conditions, the colder the weather the longer the heater will take to warm up the pool each day. If guests request pool heating to be turned on after their arrival they must be aware that it will take time for the pool to heat up but payment is required from commencement. The plastic blanket should be used to cover pool when not in use, especially at night to help to retain the heat. Guests are not permitted to touch the pool heater controls,

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any sign of tampering will result in the pool heat being turned off and you will forfeit your payment. Any problems with pool heating should be reported to the management company immediately.

The guests also have use of the heated outside spa linked to the swimming pool via a cascade. Refer to the website section on 'Rental Rates' for the extra charge for pool heating. Pool heating is charged as an optional extra. I am unable to guarantee the water temperature with pool heating as this will depend on the prevailing weather conditions. The pool heater thermostat is set to heat the water in the pool to a maximum temperature of 85 degrees.

### 11 **SMOKING AND PETS** ([back to top](#))

We have a strict **NO SMOKING** policy inside the house. If guests smoke outside the villa ashtrays should be used and stubs/butts should be carefully disposed of. If the management company find any evidence of smoking inside the house during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, to replace all air conditioning filters and de-odorising costs.

We have a strict **NO PETS** policy. If the management company find any evidence of pets during your stay this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee and pest control charges - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorising costs

### 12 **SECURITY SAFE** ([back to top](#))

The safe is provided free of charge, however, the safe cannot guarantee complete protection against burglary or robbery. Therefore, the owner cannot be held responsible for any loss or damage which may occur.

### 13 **CANCELLATION BY YOU** ([back to top](#))

Any cancellation by the client must be notified in writing or by e-mail directly to **Mr M J Ford, 6 Wood End Road, Harrow, Middlesex, HA1 3PW, UK**, by the client.

Cancellation by telephone will not be accepted, however, the owner, management company or agent should be notified in writing as soon as possible that you are cancelling the booking.

In the event of cancellation by the client, the following charges will apply:-

Cancellation more than 8 weeks - Loss of booking deposit.

Cancellation 7-8 weeks prior to arrival date - 50% of full rental charge (including Security Charge)

Cancellation 6-7 weeks prior to arrival date - 75% of full rental charge (including Security Charge)

Cancellation 4-6 weeks prior to departure - 90% of full rental charge (including Security Charge)

Less than 4 weeks - no refund

It is a condition of booking that you travel with adequate insurance to cover you for the period of your holiday including insurance against sickness should you need it, and it is recommended that you cover yourself against cancellation which is not always standard in policies.

### 14 **CANCELLATION BY US** ([back to top](#))

In the unlikely event that circumstances necessitate cancellation, we will refund any monies paid by the client (without interest, compensation or consequential loss of any kind). In this unlikely event, as a good will gesture only, the owner will always attempt to find you alternative accommodation in a villa of similar or superior quality on the same or similar community, however we are not liable to compensate you for any difference in price and you will be subject to the terms and conditions of the alternative accommodation owner.

### 15 **AMENDMENTS** ([back to top](#))

The effective date of any amendment is the date on which details of the proposed amendments are received in writing.

### 16 **ARRIVAL & DEPARTURE** ([back to top](#))

The rental commences at 4pm (local time) on the day of arrival and ceases at 10.00am (local time) on the day of departure. Vacating after 10am on agreed day of departure may incur additional charges. Should you have a late flight it may be possible to rent the house for an additional day. Please enquire 2-3 weeks before commencement of rental. All rentals are inclusive of electricity, gas and water and taxes, but pool/spa heating is extra. Telephones are available for your use in the villa with local calls to USA, Canada and Puerto Rica being free of charge. There maybe an opportunity

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by the owner to offer the client an early arrival or late departure time dependant on guests staying or arriving on these days.

### 17 **FORCE MAJEURE** ([back to top](#))

Tower Lake Villa and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made if any cancellation, or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, technical problems with transportation, closure or congestion of airports, alterations, flight delays or cancellation of schedules by carriers, or any other events beyond their control.

### 18 **MARKETING AND WEBSITE** ([back to top](#))

Whilst all information is deemed to be correct and to the best of my knowledge, it is understood that the information and photographs shown on my website is for guidance purposes only and does not form part of any contract.

### 19 **COMPLAINTS** ([back to top](#))

We sincerely hope you do not have any. In the unlikely event that you wish to register a complaint about the accommodation during your holiday, contact the management company immediately and follow this up with a letter. Give a copy to them and send a copy to the owner 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. Furthermore, the owner cannot guarantee that all the facilities described in advertisements on websites will be available.

### 20 **COMPUTER USE** ([back to top](#))

A "wireless router" is installed in the villa. Guests are forbidden to tamper in any way with the router.

### 21 **RUBBISH** ([back to top](#))

Guests are reminded that during and before departure any debris/rubbish created as a result of their stay shall be placed in the waste bins provided. The guests are reminded that the provided waste bins should be placed outside in the appropriate place ready for collection and emptying the next day by the local authority refuse vehicle. This is made clear on the inside face of the front door.

### 22 **DECLARATION** ([back to top](#))

I have read and understood all the Terms and Conditions related to my rental of "Tower Lake Villa".

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ (Capital Letters)