

Daley's Retreat

Terms and Conditions

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

Booking & Payment

Deposit: To confirm a booking a DEPOSIT OF \$400/ £200 MUST be received and all forms completed and signed. Once the booking is confirmed, the deposit shall be non-refundable but will be deducted from the final balance due.

Payment of Balance: The balance is due 10 weeks prior to your arrival. Bookings made within 10 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.

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.

Rates

The accommodation rates quoted are for the rental period requested and not per person. Florida sales and tourist tax are already included in the price quoted.

Cancellation

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

Period prior to arrival	Cancellation Fee Charged
10 Weeks	Deposit only
4 – 9 Weeks	50% of rental cost
Less than 4 Weeks	100% of rental cost

At our discretion we may waive some of these charges.

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 or Management Company will not be liable for any other loss incurred by the clients.

Rental Includes

Water, Electricity and Gas, excessive use of electricity (eg air conditioning on full with external doors left open, tampering with pool heater temperature) will be charged for.

Free use of facilities as described on our web site i.e.; TV's, DVD players and DVD's, PC, games room etc.

Rental does not include

Flights, holiday and medical insurance, car hire, theme park tickets and food/drink.

Insects

Florida has a Tropical Climate, insects including ants and the like are occasionally inevitable, and these are not cause for complaint. The villa is treated regularly by a monthly pest control program.

Security Deposit

Requirement of \$400/£200 is needed in form of a cheque. The cheque is made out to Mr PETER DALEY. The cheque will be destroyed or returned unless damage is caused.

Our management company will inspect the property before and after your stay. Please note that guests are liable for any damage to the property and its contents. If you notice any damage to the property or contents on arrival, please report to the management company **within the first 24 hours** or you and your party may be liable for any damage found after your departure.

Force Majeure:

The owners or management company 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 our management companies control.

Villa Rules

Please do not play loud music or engage in activities that may cause inconvenience to your neighbours between the hours of 11.00pm – 7.30am.

Please do not set the air conditioning to an unreasonable temperature, doing this could cause icing within the unit and possible malfunction which is costly and which you may be held responsible for. Temperature should be set between 73 – 78.

This is a privately owned home so please treat it with respect and in a way that you would treat your own home. **THANK YOU**

Swimming pools are an obvious source of danger for young children. You are advised NEVER to allow children to use the pool unsupervised. You are responsible for ensuring the safety fence is secured around the pool when not in use.

Glass, china and other breakable objects should NEVER be used in and around the pool area. A supply of shatterproof crockery and glassware is provided for your use.

General Information

Inventory: No items may be removed from the home. This includes linens and towels.

Trash/Garbage

All trash/garbage must be put out for collection by the sidewalk/footpath on the evening before or early on the morning of collection days as designated in the villa manual. Excess trash/garbage left on your departure day will be charged for to clear.

Accommodation

The accommodation may not be sub-let, shared or assigned by you without our agreement, otherwise only persons detailed on the booking forms are permitted to stay in the villa. The maximum occupancy is determined by the authorities within strict guide lines for fire safety.

Occupancy

The accommodation is reserved exclusively for the persons named on the booking forms and no other persons whatsoever are permitted to stay at the villa unless this has been agreed with the owners in advance. Terry's Vacation Villas Management company reserve the right to evict or request to leave any persons not authorised to stay in the property.

Pets

NO ANIMALS are permitted.

Smoking

NO SMOKING is permitted within the villa.

If either of the above is found to have been present in the villa additional cleaning charges may be incurred.

WE STRONGLY RECOMMEND THAT YOU TAKE OUT ADEQUATE HOLIDAY INSURANCE TO COVER CANCELLATION, ACCIDENTS, ILLNESS, DAMAGE OR THEFT.

Public Supplies

We cannot accept any liability of public supplies such as water, electricity, gas or telephone and internet services. Nor for the consequences of the actions or omissions that may supply or control main services, or any actions taken in the vicinity of the property reserved, by any authority over which there is no control. Any failure will be dealt with urgently by a local engineer. This does not affect your statutory rights as a consumer.

Liability Disclaimer

The owners and management company accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of accommodation and pool including the pool toys, games room and other equipment is entirely at the user's own risk. We cannot accept any responsibility for accident or injury from their use.

The security of the villa, its contents and your personal effects are the responsibility of the guests during their stay, not the owner or Management Company.

IMPORTANT NOTICE – POOL HEATERS

When you order pool heat, it will take between 24 to 36 hours to completely heat the water, depending on the outdoor temperature. The pool's water temperature will reach 10 to 15 degrees above the outside temperature. Kindly be informed that the water will only take the chill off and will not be like a hot bath or hot spa. Please be advised that the pool temperature will be an average of between 80-85 degrees, if you require it to be hotter an addition charge will be applied.

The Pool Heater runs off the pool pump. This pump is on between 8 to 12 hours a day, then shuts off automatically and will turn back on in the morning. If the outdoor temperature drops below 50 degrees, the pool heater has an automatic shut off switch and will not come back on until the outdoor temperature reaches above 50 degrees. Kindly be advised that the weather is out of our control.

If the house has a pool blanket (Blue plastic cover), place this over the pool at night to retain most of the heat overnight. In the morning, remove the blanket and place it neatly in the corner. Please do not leave the cover outside the screen enclosure or in the Jacuzzi/Spa.

PLEASE DO NOT ADJUST THE POOL PUMP, TIMER, HEATER, TURN LEVERS OR PUSH BUTTONS ON ANY POOL EQUIPMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES AND FAULTS. PLEASE DO NOT STAND ON THE POOL BLANKETS, AS IT WAS NOT DESIGNATED AS A LIFE-SAVING DEVICE AND WILL NOT SUPPORT YOUR WEIGHT. PLEASE USE EXTRA CARE WHEN WALKING IN THE POOL AREA AND UNDER NO CIRCUMSTANCES ALLOW CHILDREN TO USE THE POOL AREA UNSUPERVISED.

If you have a problem with any pool heater i.e. not heating the water properly, call Terry's Vacation Villas immediately to report the problem.

Reports / complaints received AFTER your occupancy / stay will not be entertained. Refund of pool heating charges will only be considered from the time you report the problem.

Web Site

All descriptions given on the web site are made in good faith, but no liability can be accepted for error or omissions.

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