

The Haven Legacy Park – 314 Aldridge lane, Davenport, Florida 33897



TERMS AND CONDITIONS:

The signing of the Booking Form or receipt for deposit by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises.

- No parties of guests who are all under the age of 21 will be accepted.
- No pets accepted except otherwise agreed to by owner & property manager.
- For the comfort of guests our villas are non-smoking. However, smoking is permitted on the patio area providing an ashtray is used.
- To ensure comfort, security and peace of mind our homes are registered with the State authorities and are in full compliance with all relevant legislation.
- The villa you are renting will be available for occupancy from **4:00 p.m., local time.**
- **Departure time is 10:00 a.m.** unless otherwise agreed in advance, (we reserve the right to charge a fee if the villa is not vacated on time as this will inconvenience the cleaning team.
- Local calls are free. For all other calls you may require a pre-paid telephone card (available in most large retail outlets).
- All bed linens, towels and kitchen towels are provided for your needs. Kitchens are fully equipped with dishes, utensils, glasses, cups and small appliances, All other items are purchased by renter as required.

Please treat our property with respect and leave in a tidy condition, charges will be made for excessive mess and rubbish / garbage disposal. If necessary legal action will be taken against lead guest in extreme cases of neglect and damage to our property or possessions.

PAYMENT:

A 20% deposit of total amount quoted is due at the time of your initial reservation. Deposit can be paid by credit card (extra fee are incurred) or PayPal (Friends and family option), Revolut and bank transfer at no extra cost.

Upon confirmation of receipt of payment we will send an email to confirm your booking. The booking is considered provisional until the deposit is confirmed.

The payment of the balance is required 2 months in advance of the arrival date. The accommodation rates quoted are per night (not per person) and include Electricity, Air conditioning, Heating (when applicable) ,Towels and the use of all of the amenities and facilities. Rates quoted will be specified as inclusive of Florida sales & tourist tax and sales tax.

SECURITY DEPOSIT:

A \$425/£350 security deposit or property protection insurance fee of \$50/£40 (property protection is included by default in your quote) must be paid with the balance. The security deposit will be refunded in full within 2 weeks after your return date, provided no items are missing or damage is done to the property/owners belongings. Failure to report any damage will result in the loss of all or part of the deposit. The Property protection fee covers the party for the first \$485/£400 worth of mishap damage to the property and contents during your stay. Removal of property and damaged caused by negligence by any member of the party is excluded and will be charged to the lead guest responsible for the booking.

CANCELLATION CHARGES AND AMENDMENTS:

Cancellations must be confirmed to us in writing. In the event that you have to cancel your reservation cancellation charges will be as follows:

We have tried to be flexible with our cancellation policy since the Covid-19 outbreak so as a result. **From booking to 8 weeks prior to arrival date – Full refund given if Covid-19 related with evidence or advice from official Government sources not to travel.**

8 weeks to 4 weeks prior to arrival - Transfer of dates to a future booking of similar duration and time of year suitable for both parties.

4 weeks prior to 2 weeks prior to arrival once balance has been paid - transfer of dates to a future booking of similar duration and time of year suitable for both parties only if Covid-19 related with evidence or advice from official Government sources not to travel.

2 weeks and under prior to arrival – Loss of fees paid as we are unlikely able to rent the property at such short notice to anyone else, we will relist the property for rental and any money we manage to gain will be passed on to the cancelled party.

Amendments to dates of arrival and departure after booking are at our discretion and subject to date availability (these may be subject to an additional charge for different rental rates and loss of potential bookings revenue if within 8 weeks of arrival)

Cancellation on our end would result in a full refund of all money paid for rental and associated fees with **our property only**. We will not be liable for alternative travel arrangements, accommodation or any other expenses occurred as a result.

INSURANCE:

Please ensure that you have adequate travel insurance to cover potential financial losses should a cancellation be required particularly in the current climate.

SALE OF THE PROPERTY.

We have no plans to sell the property, however should this necessary for any reason we would aim to give as much notice as possible and to sell with all booking in place. Should any new owner not continue with renting the property your booking would need to be cancelled and a full refund of monies paid so far would be made, we will not be liable for alternative travel arrangements, accommodation or any other expenses occurred as a result

CONTRACT:

Signature of the booking form constitutes acceptance of a contract on these terms subject to English & U.S. law and the jurisdiction of the courts.

SIGNATORY:

The person signing the booking form signs on his/her behalf and on behalf of every other person using the accommodation. The Signatory must be over 21. All correspondence will be addressed to this person.

REGISTRATION OF GUESTS:

The property cannot be sub-let or shared. The accommodation is reserved in the name of the party leader and for guests shown on the booking form named at the time of booking. No other parties can be accommodated without prior permission, and if such a breach occurs, this will result in immediate curtailment of the rental and no refund will be made.

THE RENTER UNDERSTANDS IN THIS AGREEMENT THAT THE MAXIMUM CAPACITY OF THE PROPERTY BEING RENTED IS 12 PERSONS. THIS INCLUDES THE RENTING PARTY AND ANY FRIENDS/VISITORS THAT THEY MAY INVITE TO VISIT. NEITHER THE OWNERS NOR THE PROPERTY MANAGEMENT COMPANY ARE RESPONSIBLE FOR RELOCATION, REIMBURSEMENT OR ANY FORM OF COMPENSATION IF THE TERMS OF THE CONTRACT ARE BROKEN. US Fire Regulations permit only the correct number of occupants.

ARRIVAL/DEPARTURE:

The villa you are renting will be available for occupancy from **4:00 p.m. local time**. **Departure time is 10:00 a.m.** unless otherwise agreed, see above)

This is to allow for a thorough cleaning of the home to be carried out for the arrival of new guests.

A late checkout may be available for an additional fee of \$80/£50 dependant on our rental calendar, please enquire should you wish to add this to your booking

OBLIGATIONS:

Guests should treat the property with respect and leave the home in a clean condition. Nothing should be allowed to interfere with the quiet or comfort of other residents.

PROPERTY SECURITY INCLUDING CCTV AND ALARM SYSTEM.

The villa is fitted with a professionally maintained and monitored security system for your comfort and safety. Please use at all times when away from the premises / at night and report and issues with operational problems directly to the management company. Full instructions are proved in the welcome guide you will be sent, it is VITAL they are followed. Unfortunately false alarm call outs charges are applied to us by citation from the local sheriff's department starting from \$108, this charge will be passed on to the lead guest if the call out is caused as a result of not following the guidelines. For your and our protection we have 2 CCTV camera's on the exterior of the property, 1 covers the front door entrance and the other the controls for the pool heater (unfortunately thefts of pool heat are increasing so this area needs coverage) There are NO camera's viewing or inside the property and we only view if an incident takes place.

PARKING:

The property has a double driveway suitable for 2 regular sized cars to park on comfortably, parking on the road outside the property is allowed but ONLY on the opposite side of the street (signs are present to advise) Please ensure that there is no part of your vehicle on the grass of our our any other property on the community.

ELECRIC CAR CHARGING - Due to the increasing popularity of electric/ hybrid cars we may be able to accommodate charging from an external regular socket if you have a suitable charger. The cost of your rental DOESN'T include free charging, please contact to arrange this and we can advice of additional charges based on the consumption of the vehicle.

MANAGEMENT AGENTS:

Should you need any help or if you have any problem with the property during your stay, please contact Blue ribbon Management. We reserve the right to enter the home or property if necessary during your stay for example for home or pool maintenance. Should there be cause to call out the Management Company to unblock toilets, they will levy a charge against the security deposit unless the blockage is in the mains drain due to other reasons, which will be determined by the contractor used to clear the drain.

COMPLAINTS:

Should there be any cause for complaint whilst in Florida, the Management Company must be notified immediately. No complaints will be entertained after the guest's departure. Any complaints must be addressed whilst the guests are in Florida to give the agents a chance to rectify, or address any issues. We will not be responsible for any loss suffered in the event of the villa being left insecure when unoccupied, so please ensure adequate insurance cover before you travel.

Should a problem remain unresolved, you are asked to notify us in writing within seven (7) days of your return. No action can be taken or liability accepted for any complaints received after this period.

LIABILITY/FORCE MAJEURE/DISCLAIMER:

The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal affects however caused as the result of use of the pool, villa or common facilities/club house (where available). It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa.

FORCE MAJEURE:

We accept no responsibility or liability for any loss or damage or alteration to the terms of your reservation caused by events beyond our control, including, but not restricted to, war, terrorist activity, and civil commotion. Flight delays or cancellations, airport closures, adverse weather conditions, fire, flood or industrial dispute. We reserve the right of entry at any time (includes such workers as pool maintenance, lawn care, pest control, etc.). All descriptions on the website are made

in good faith and are deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of the booking contract. Florida is a sub-tropical state, insects such as ants and the like are occasionally inevitable, it is important that care be taken with food that is left uncovered. The villa is treated regularly as part of a pest and termite control programme, and is professionally cleaned after every rental.

STATE LAW/REQUIREMENTS:

This villa is a totally pet-free villa, having due consideration to any potential for damage, or risk of illness or allergies to subsequent guests. Under the State Hotel Licence, pets should not be accepted and if pets are found in the villa by the management company or their representative they will be removed from the property by the Sheriff's Department. The security deposit will be forfeited and guests may be required to vacate the property with no refund on rental monies.

Similarly, the villa is subject to the 'No Smoking' rules governing hotels. You may smoke around the pool deck (please do not discard cigarette stubs) but NOT in the garage. The villa is fitted with smoke detectors which will activate if guests attempt to smoke anywhere in the home. These detectors shall not be tampered with or disarmed in any way. Maintenance for these alarms can only be carried out by our Property Management Company.

BABYSITTING:

As this is a property that has a pool please note that Florida Law does not allow any children under the age of 18 to be left alone in the house, please abide by this ruling.

POOL:

The owners or their agents cannot be held responsible for any loss or injury, however caused as a result of using the pool. We supply a safety fence under Florida law that MUST be used if you have children in your party that can't swim, unsupervised children not be allowed to use the pool. We will not be held accountable for accidents/ injuries/ death caused by lack of supervision or negligence by guests.

Please DO NOT enter the home with wet feet or swimwear, as chlorine will damage carpets and furnishings. As chlorine will sometimes get on the sun beds, pool towels should be placed on beds when in use to prevent damage to swimwear. An outside bathroom is provided for use. No glassware to be taken in pool or deck area, plastic cups are provided.

HOUSEHOLD WASTE/GARBAGE:

The local Home Owner's Association (HOA) has a legal responsibility to reduce the risk of vermin in the sub-division, which is usually exacerbated by renters failing to deal with household waste and garbage as described within the villa folder. The HOA is empowered to issue fines for any non-compliance or failure to deal correctly, which is a guest responsibility and not the owners or Management Company. Household waste and garbage plus recycling is taken care of by an external contractor, the large external Trash is collected on Monday and Thursday each week and recycling on a Thursday. Any non-compliance will also be regarded as a breach of the Villa's owners' terms and conditions, resulting in the loss of security deposit and requirement to quit the property forthwith.

No renter or his/her guest shall act inappropriately in any way to the annoyance of the community/Sub Division. No renter or his/her guest shall cause any loss or damage to the owners' property through any deliberate act or omission. Any accidental damage must be reported immediately to our Management Company in order that the matter may be dealt with.

Name and address of renter

Cell / Mobile number

Signature

Date

Lee and Jan Owners The Haven legacy Park

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