

Terms and Conditions

Please ensure that you read and understand the following Terms and Conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact me (hereafter called the Owner) for clarification before signing/*agreeing (by submitting booking form online).

This contract is made between the property Owner and the party leader, who must sign/agree these Terms and Conditions on behalf of all the members of the party, including any members who may be substituted, by agreement, at a later date. The contract comes into force when:

1. The Booking Form has been completed, signed/submitted and received by the Owner,
2. These signed/agreed Terms & Conditions have been received by the Owner *(see note above),
3. The appropriate deposit has been paid,
4. The booking has been confirmed in writing by the Owner to the Guest(s).

Only those persons listed on the booking form are entitled to use the facilities of the property.

Whilst I reserve the right to increase or decrease accommodation prices at any time, I will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to my Terms and Conditions and payment being adhered to and providing that you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g. water and electricity, but excludes pool heating unless otherwise stated.

NOT included in the rental price: a) Flights, b) Car Hire, c) Holiday Insurance, d) Pool Heating, e) Pay and View TV channels.

The person who signs the Booking Form and these Terms and Conditions certifies that he/she is authorised to agree said Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 25 years or over.

Deposit

A 20% deposit is required at the time of booking which is non-refundable. Upon clearance of the payment, the booking is confirmed.

Balance

The balance becomes due for payment 8 weeks prior to the commencement of the holiday together with a refundable security deposit of £200/\$300 (see "Security Bond" below).

Where a booking is accepted less than 8 weeks prior to the commencement of the holiday, the full balance is payable immediately.

In the event of a cheque not being honoured by the bank on which it is drawn, I will make a charge of £10/\$15 to cover the bank charges and our administration costs.

Occupancy

The maximum **legal** occupancy of the villa is 10 persons and is determined by the authorities within strict guidelines for fire safety. However, **the maximum occupancy accepted is 8 persons including children/infants**. Please note that contravention of the above will render your booking void. All moneys paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

Arrival/Departure

Arrival at the property (unless agreed in writing by the Owner) should be after 1600 local time. The property should be vacated not later than 1000 on the day of departure. Failure to comply with this may result in extra rental charges that the Guest(s) agrees to pay.

Cancellation

If the balance is not paid at the prescribed time, I may exercise the right to cancel the booking and retain the deposit. Prior written warning will be given.

Cancellation must be submitted in writing.

If the booking is cancelled by the client prior to departure, the following charges apply:

More than 8 weeks	deposit only
Between 6 and 8 weeks	deposit + 50% of rental
Less than 6 weeks	deposit + 100% of rental

In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest(s). Furthermore, the Owner cannot guarantee that all the facilities described in her brochure or website will be available.

Security Bond

A refundable bond of £200/\$300 is also payable at least two weeks prior to arrival at the villa. This will be reimbursed within one month of the end of the holiday rental period providing that:

1. The property is vacated by the specified date and time;
2. The key(s) is/are returned at the time of departure;
3. Any damage or breakages are either reported and repaired at the client's cost or are replaced.
4. Pay to View TV channels have not been accessed by Guest(s).

Non payment of the security deposit will result in cancellation of the booking.

The Owner expects that the property, furniture, fittings, utensils and other facilities will be treated with respect.

In the event of damage to the property or its contents, caused by the party to this agreement, which is not repaired/replaced to the satisfaction of the Owner/her management agents, full reimbursement will be sought for the outstanding amount.

Pool Heating (recommended in winter months)

Pool heating is optional (see Rates). Please request this service at the time of booking. Pool heating is not instant and may not come into effect for 1-2 days after arrival at the villa.

The Owner is not responsible for the weather and if it is warmer than expected, pool heating still has to be paid for. The solar blanket must be used when the pool is not in use (especially at night) or the heater will not function correctly.

The heater is a mechanical device. As with any mechanical device, it can be subject to electrical/mechanical failure. If such an occurrence were to happen, every effort would be made to repair the heater. If the Guest(s) has paid for pool heat, then I shall refund only the days you are without pool heat. I cannot and will not refund anything that has not been paid for.

Hot tub

The tub is covered with an insulated cover to retain the heat. This is NOT to be used as a trampoline.

Please do not allow any member of your party to sit/stand or jump on the cover. Any damage to the cover caused by inappropriate use, will be deducted from your security deposit.

An instruction book is provided in our home. Please read this before using the hot tub.

Cleaning

The property is cleaned prior to your arrival and again after your departure. Should you require additional cleaning to be carried out, at your own cost, this must be booked prior to the commencement of your holiday.

Guest(s) are expected to leave the property in an orderly condition. Should extensive cleaning be required, the Owner, or her agent, reserve the right to withhold any moneys from the security deposit to pay for additional cleaning.

Force Majeure

The property Owner, her servants or agents will not be liable for personal loss, loss of facilities, or delay occasioned by any of the following:

Strikes, Riots, Political Unrest, Hostilities, War or Threat of War, Terrorist Activity, Industrial Disputes, Fire, Flood, Adverse Weather Conditions, Technical Problems to transport, Aircraft Grounding or Delay, Closure of Airports or any other event which is beyond her control.

Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of alcohol or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

Problems/Complaints

Should any problems or complaints arise related to the accommodation, **the Guest(s) must make these known to the management company within 24 hours.** The management company will then endeavour to put things right.

Liability

Unless there is a valid reason, the Owner or her representative will not be held liable for any complaint that was not registered with the management company during your stay.

The Owner and her agents do not accept any liability for any injury to persons occupying the property or for damage or loss to personal property, as a result of circumstances beyond their control. This waiver is also applicable to people visiting the property as guests of the Guest(s).

Whilst the Owner and her agents agree to do everything within her power to assist clients in the event of a problem, no liability is accepted by the Owner or her agent for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

The Owner 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.

Swimming Pool

Guest(s) may use the swimming pool at their own risk. They should always observe the safety rules listed in the Information and Safety Book held in the home and also the pool safety notice displayed in the pool area.

Please ensure that an adult supervises young children at all times whilst using the swimming pool and that the safety fencing is in place. An alarm has been fitted to the sliding patio doors leading from the family room. This alarm must be activated if young children are amongst the party.

The Owner and her agents do not accept liability for injury, howsoever caused, as a result of using the swimming pool.

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 will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons.

Hot Tub

Guest(s) use the hot tub at their own risk. They should always observe the safety rules listed in the hot tub information book held in the home and also the safety notices displayed both in the home, in the hot tub area and on the hot tub cover.

Please ensure that children of any age, do not use the hot tub without adult supervision and that the cover is in place at all times when the tub is not in use. As an added precaution, the straps on the cover are lockable (using the key provided) and the steps can be lifted and moved away from the tub side.

The Owner and her agents do not accept liability for injury, howsoever caused, as a result of using the hot tub.

Pets

There is 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.

Smoking

There is a strict NO SMOKING policy inside the house. Guests are welcome to smoke on the pool deck, provided that ashtrays are used and stubs/butts are 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 may be evicted immediately. In this case, 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.

Noise/Behaviour

It is a condition of the rental that you should be considerate in your behaviour and keep noise to a reasonable level so as not to disturb the neighbours.

Internet connection

The villa is equipped with an internet connected PC for your use. Whilst I endeavour to have this available for guests, routine maintenance may mean that I have to withdraw it from use at short notice. I accept no responsibility whatsoever for this.

Please do not try and tamper with the PC, load any software onto it or download any files from the internet. The PC is checked after every guest leaves the villa and you risk losing your security deposit if any evidence of tampering is found with the PC. It is a condition of your use of the villa PC that you strictly adhere to the instruction notice that is displayed by the PC in the villa.

Telephone

Local calls: Local (863/407) numbers are free to use. Simply dial the required number

International calls: To enable you to keep in touch with family/friends during your stay at Rookwood, we are now pleased to offer you FREE INTERNATIONAL PHONE CALLS

Most areas are covered but we do request that calls to overseas cellphones are kept to a minimum.

Landline calls to most countries are inexpensive, and you can have several hours usage without charge. If, however, your usage exceeds \$25.00 during a two week stay, we reserve the right to deduct the extra from your Security Deposit.

Please refer to the villa Guest Book for instructions on using this service.

Please Note:

Although every attempt will be made to make sure this service is in good working order, it is provided as a free service and we will not be held responsible if the service is unavailable for any reason.

Television

A comprehensive TV package, including many HD channels, is included in the rental price. However, **Pay to View channels are NOT included** and, if accessed, the cost will be deducted from the refundable bond.

Holiday Insurance

I STRONGLY ADVISE ALL GUESTS TO TAKE OUT TRAVEL INSURANCE FOR THE ENTIRE PARTY, WHICH INCLUDES CANCELLATION CHARGES COVER (UK GUESTS ARE ALSO ADVISED TO TAKE OUT A POLICY WHICH INCLUDES MEDICAL COVER) AS SOON AS YOU HAVE BOOKED ANY PART OF YOUR HOLIDAY OR VACATION. IF YOU CHOOSE NOT TO DO THIS, YOU NEED TO BE AWARE THAT YOU WILL BE PERSONALLY RESPONSIBLE FOR PAYMENT OF ANY CANCELLATION CHARGES THAT MAY BECOME DUE.

U.S Immigration requires that all visitors should have a full 10-year passport with at least 6 months remaining after their visit. If travelling from a visa waiver country, please ensure that you have a valid ESTA number (available online at) before travelling.

Please ****sign** below (Lead Name on behalf of the whole party) date and return together with the completed Booking Form. Retain a copy of these Terms & Conditions for your own reference.

I accept these Terms and Conditions on behalf of myself and my party. I am over 25 years of age.

Signed Date.....

Please note:

Southern Dunes is an official tow away zone.

Commercial vehicles and or trucks, boats and RVs, trailers etc. are NOT to be parked on the roadways or drives within Southern Dunes.

State Traffic Laws and Southern Dunes

Only a licensed driver may operate a motorised or electrically propelled vehicle. This includes golf course vehicles and golf carts.

****Submission of the online booking form implies acceptance of these Terms & Conditions of rental.**