

# NanasHolidayHouse.com

## Terms and Conditions of Rental

### General

- The signing of the Booking Form or receipt of cheque 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 (or any subsequent amendments to this list).
- This property is fully licensed for short term rental and Florida State law declares that everyone occupying the house must be listed on the booking form. This includes small children and must be adhered to. The maximum occupation stated by Florida Law for this villa is 14 persons and this occupancy limit may not be exceeded.
- The property may not be shared, sub-let or assigned to other persons.
- Stays of 5 nights or less could incur an additional cleaning fee of £60 Sterling / \$120 USD / €76 Euros.
- The villa is available for occupation from 1600 hours, local time.
- Departure time is 10.00 AM unless otherwise agreed with our management company or ourselves. Vacating after 10.00 AM may incur a charge equivalent to one day's accommodation.
- There are fire alarms situated around the entire villa. Any tampering of these alarms will result in a deduction of £30 Sterling / \$60 USD / €38 Euros from your security bond.
- All local, national and International telephone calls to UK and Canada are free (premium numbers excluded).
- Wireless internet access is provided free of charge.
- All bed linen and towels excluding beach towels are provided for your needs.
- No parties of guests who are all under the age of 21 will be accepted.
- NO PETS or ANIMALS are allowed in the villa. Exceptions are made for service animals. Should pets or animals be found on the property a deep clean and carpet cleaning charge will be deducted from the security deposit and you may be evicted from the property. This condition is strictly enforced.
- For the comfort of guests our home is non-smoking. You may smoke out on on the patio area, ashtrays are provided. Failure to comply with this clause will render this booking void and our management company have the right to evict your whole party from the home. Should any damage caused by cigarettes (including but not limited to cigarette and cigar burns) be found on any part of the property the appropriate charge would be deducted from the security deposit.
- Florida has a sub-tropical climate and some insects and small creatures are inevitable and are not a cause for complaint. Their presence is no reflection on the cleanliness of the property. The home is treated regularly as part of a pest and termite control program. It is vital that all external doors and windows are kept shut at all times, not only will this help to keep bugs from the property, but it will also enable the air conditioning unit to function more efficiently.
- Care must be taken with food that is left uncovered. Spoiling and contaminating food left uncovered can attract insects very quickly. Any

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Feel free to contact the owner (Carol & Eddie Gilmour) in the UK:

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added costs for pest control services incurred from lack of care in this may be passed to you.

### **Payment details**

- A non-refundable deposit of £300 Sterling / \$600 USD / €380 Euros is due within 7 days of your initial reservation, to be sent with the completed booking form.
- On receipt of your deposit we will bank your cheque and wait for clearance, following which we will send out a confirmation of booking.
- Payment of the balance is due 10 weeks prior to your arrival date. After bank clearance of your parties' final payment, an arrival Pack will be forwarded to you.
- A refundable security deposit of £300 Sterling / \$500 USD / €315 Euros must be paid with your deposit.
- All cheques should be made payable to "Eddie & Carol Gilmour".

### **Security/Breakages Bond**

- A refundable security deposit of £300 Sterling / \$500 USD / €315 Euros must be paid with your deposit.
- This security deposit of £300 Sterling / \$500 USD / €315 Euros will be repaid to your party by cheque, within 30 days of your departure, providing the local management have reported no breakages and you have returned the key as requested. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc. A charge of up to £25 Sterling / \$50 USD / €31 Euros may be made where there is excessive rubbish for removal by the Management Company after your departure.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage or non-return of the key. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of £150 Sterling / \$300 USD / €190 Euros from your security deposit.
- You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately and they will allow you re-entry into the house. Unfortunately you will incur a small charge (payable at that time) for their service depending on the call out time (\$25 in office hours, \$100 out of office hours).
- The client is held responsible for any damage or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.
- We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this.

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### **Safety and Security**

- Due to State Fire Regulations under no circumstances may more than the maximum number of persons identified on the Booking Form occupy the property.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided.
- Villa Alarm - Guests must use the villa alarm at all times when the villa is vacated. If the property is burgled and it is found that the alarm has not been set, you could invalidate your travel insurance and lose your security deposit to cover our insurance policy.

### **Swimming Pool & Spa**

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool, spa and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool and spa area.
- When the pool is not in use, you should use the pool security fence.
- If pool heating is required there is an additional charge. The owners cannot guarantee the temperature of the pool and the spa as this will vary according to climatic conditions at the time.
- Guests are not permitted to touch the pool heater controls.
- The owner or management will not be held responsible for any electrical or mechanical failure of pool heating equipment other than a whole or partial refund of any extra fee that has been charged to heat the pool. No compensation for loss of pool heating will be paid.

### **Liability**

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool, spa and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool, spa and inside the villa.

### **Complaints or Dissatisfaction**

- In the unlikely event of a complaint during your stay please contact the Management Company immediately.
- If the matter cannot be resolved, you should contact the owner, in writing, within 14 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company the owner cannot accept any responsibility.

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## **Cancellation**

In the event of your party needing to cancel, the following conditions will apply.

<b>Cancellation Notice</b>	<b>Cancellation Cost</b>
<b>10 weeks plus prior to arrival date</b>	<b>Loss of deposit</b>
<b>Less than 10 weeks prior to arrival date</b>	<b>100% of the total charge</b>
<b>less than 5 weeks prior to arrival date</b>	<b>100% of the total charge</b>

- Deposit is non refundable upon cancellation
- Failure to pay the final balance by the due date (10 weeks prior to arrival) may result in loss of the booking and deposit. If we do not receive the payment we will endeavor to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and retain the deposit.
- If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.
- We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.

## **Cancellation by the Villa Owner or Management Company**

- In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However our management company will always help us by seeking to relocate your booking to a villa of a similar or superior standard.
- Force Majeure: The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

## **Barbecue**

- We have provided an electric grill for your use. It is free to use as long as you follow the following guidelines
  - For safety reasons, the grill must be used at least 3 meters away from the pool screen.
  - All spills must be cleaned up. Food left on the floor quickly attracts insects. Any added costs for pest control services incurred from lack of care in this may be passed to you.
  - The grill is not self cleaning so you will have to clean it after each use.
- If the grill is found to be dirty after your departure, there will be a \$50 cleaning fee deducted from your security deposit.

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## **Construction**

- Our home is in a new residential area and from time to time there may be construction work occurring. All the properties on our street and the adjoining streets are complete but work could be happening a few minutes further into the development. We will endeavour whenever possible to inform you of such work, however, we cannot accept liability for unforeseen works.

## **Disclaimer**

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused. The owners and their agents reserve the right of entry at any time (includes such workers as pool, maintenance, gardeners etc.).
- Whilst all information supplied in the brochure and website is 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 contract.

## **Law**

- This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

We want our house to remain as clean and tidy for each and every visitor, so please respect our home and treat it with the care it deserves. If you wish to discuss any of these terms and conditions, please telephone the owners in the UK - Carol & Eddie Gilmour on 077377 53963

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