

BrillaVilla

31 Woodlands, St Neots, Cambridgeshire, PE19 1UE, England
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BOOKING TERMS AND CONDITIONS

Please ensure you read and understand these terms and conditions. Every attempt has been made to use clear and concise language in these terms and conditions, if any terminology has been used which is not fully understood, please contact us for clarification before you sign the booking form.

VILLA BOOKINGS:

1. Bookings are valid:
 - a) After the booking form has been completed and signed and received by the Owner and
 - b) The appropriate deposit has been paid, and cleared by our bank and
 - c) The booking has been confirmed in writing or email by the Owner to the Client.
 - d) As soon as your deposit / full payment has cleared, the rental cost is guaranteed against any further increase.
 - e) A minimum 3-night stay.

2. The person, who signs the Booking Form certifies that he or she is authorized to agree the Booking 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 21 years or over. Bookings cannot be accepted from parties of young people less than 21 years of age. The rental price includes all utilities and local sales taxes.

3. A booking deposit must accompany a booking, which is non-refundable. The balance must be paid eight weeks prior to the commencement of the holiday along with a Security Deposit (as specified on the booking confirmation). The Security Deposit will normally be returned to the Client within 28 days after the completion of the holiday as long as Owner's Management Company reports no damage, loss or excessive cleaning required after your departure. If damage is reported that costs more than the security deposit, we reserve the right to claim this excess off the Guest. We reserve the right to treat the booking as **canceled** if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply. In the event of a cheque/check not being honored by the bank on which it is drawn we reserve the right to claim any charges we incur from the client.

4. If the Client wishes to cancel the booking he should advise the Owner immediately by telephone/E-mail followed by confirmatory letter/E-mail. The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:

Less than 8 weeks notice:	The booking deposit
4 – 8 weeks notice:	50% of the rental charge
Less than 4 weeks notice:	100% of the rental charge

5. In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owners reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Client. Furthermore, the Owner cannot guarantee that all the facilities described in our literature will be available.

6. The Client agrees:
 - a) To pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss)
 - b) To take good care of the property and leave it in a clean and tidy condition at the end of the holiday
 - c) To report any damage or loss immediately it is discovered to the Owner's Management Company in Florida
 - d) To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary
 - e) Not to sublet or share the property except with persons nominated on the Booking Form
7. The property is available after 4.00 p.m. on the day of arrival and must be vacated by 11.00 a.m. on the day of departure. Unless prior agreement has been reached with the Owner or Management Company (at least 72 hours earlier) Failure to comply with this may result in extra rental charges which the guest agrees to pay.
8. No liability is accepted by the Owner 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.
9. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Client is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Client(s).
10. 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 Client(s) and other people occupying the property during the period of the let.
11. The property has a private swimming pool that is heated, for an additional fee. If pool heating is requested after the client has arrived, an extra fee will be payable to the management company. Clients may use the swimming pool at their own risk. They should always observe the safety rules listed in the Information Book held in the home. Pool heating will be activated on the day ordered and may take some time to heat the pool to optimum temperature. Please note for safety reasons the maximum temperature the pool will be heated, is 85°F. There should be a thermometer attached to the pool to show the actual temperature. Having ordered pool heating, The Owner is not responsible for the weather and, if it's warmer than expected, pool heating still has to be paid for. Likewise if the pool heater cannot reach optimum temperature due to adverse cold weather conditions the Owners or the Management Company cannot accept liability The heater is a mechanical device, as with any mechanical device it can be subject to electrical / mechanical failure. If such an occurrence was to happen, please contact the Management Company and every effort will be made to repair the heater. If the guest has paid for pool heat, we shall only refund the days you are without pool heat
12. The pool is cleaned, inspected 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.
13. The water in the swimming pool is chlorinated for your benefit but will stain and bleach fabrics. Before entering the Villa from the pool area please ensure that all guests and particularly children have dried off as much as possible. Wet clothes and towels must not be placed on floors or furnishings, a clothesline for airing is provided in the garage.
14. Children must be supervised at all times and in particular must not be allowed onto the pool deck without supervision. No responsibility will be accepted by the owner or their agent for accidents that may occur on any part of the property or it's grounds and all facilities are provided at guest's own risk. Alarms are fitted to all house doors that access the pool to warn of anyone accessing the pool area. Please do not tamper with the pool alarms, as this could result in prosecution and a fine from the local police.
15. STRICTLY NO SMOKING is allowed in the villa or garage at any time, although we do allow smoking on our pool deck. Please note that contravention of the above will render your booking void and all monies will be forfeited. The Owner or the Owner's management company have sole responsibility for determining if smoking has occurred inside the villa or garage. If smoking is suspected any cost incurred in the neutralisation of odours and making good any damage to the property (including, but not limited to, burn marks, discoloration or disfiguration) will be deducted from the security deposit paid by the Guest. In the event that the security deposit does not cover the cost of repairs the Owner reserves the right to reclaim from the guest all additional costs incurred.
16. Strictly no pets are allowed in the villa at any time.
17. Patio doors and windows must be closed at all times when the air conditioning is in use.

18. Interior tiled floors will get slippy when wet. Take care at all times.
19. As owners of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, Force Majeure or any other event beyond the owner's control.
20. The maximum occupancy is 10 persons plus 1 baby for the villa and is determined by the authorities within strict guidelines for fire safety. 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.
21. Our villa is situated in a quiet residential area consisting of approximately 50/50 rental homes/US families. It is a condition of the rental that you should be considerate in your behavior and keep noise levels to a reasonable level so as not to disturb our neighbors.
22. It is unfortunate that on occasion, things breakdown, or something goes wrong. So please contact our management company immediately you find a fault/problem, so that it may be resolved during your stay. No recourse or remedy for any issues will be available if actual notification to owner or management company does not occur during the period of the rental
23. Complaints: We sincerely hope that you do not have any cause to complain. But in the unlikely event that you wish to register a complaint during your holiday, contact the property management company immediately and follow this up with a letter. Give a copy to them and send us a copy 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. Failure to notify of any complaints IMMEDIATELY will render any later complaint invalid.
24. Privacy: Any information passed on by visitors to us, for example, customers completing on-line booking forms or submitting their email address will be used solely for the purpose of renting the villa. We will not pass your details on to any other agencies or third parties whatsoever and will at all times respect the privacy of our clients.
25. 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
26. The villa is equipped with an Internet wireless broadband connection for your use with a laptop computer. Please note there will be times when the connection is unavailable due to our ISP provider performing maintenance.

Advisory

- A). It is the Client's responsibility to ensure that they have the necessary passports and travel visa's (if required) to visit the United States.
- B). The Villa is located in Florida, which contains a variety of wildlife, which you may or may not see during your stay. Some of Florida's inhabitants (alligators and snakes amongst them) can be dangerous and extreme caution must be taken at all times. Walking around wet areas can be particularly hazardous especially when the ground is not clear i.e. long grass, and swimming in lakes, rivers and ponds is strictly forbidden. Take sensible precautions at all times wherever you are and do not allow children to play unsupervised.
- C). The feeding of ANY wildlife is against the law in Florida and strict penalties will be applied to anyone found breaking this law.

WE STRONGLY RECOMMENDED THAT CLIENTS TAKE OUT HOLIDAY INSURANCE FOR YOUR WHOLE PARTY TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH, MAY OCCUR. UK GUESTS ARE ALSO ADVISED TO TAKE OUT A POLICY WHICH INCLUDES MEDICAL COVER. IF YOU CHOOSE NOT TO DO THIS, YOU NEED TO BE AWARE THAT YOU WILL PERSONALLY BE RESPONSIBLE FOR PAYMENT OF ANY CANCELLATION CHARGES WHICH MAY BECOME DUE.