

Penny from Heaven Booking Form

Name of Party Leader: _____

Address: _____

Post/Zip Code: _____

Telephone: _____ **Email Address:** _____

Names of Guests:	1.	_____	Ages:	_____
	2.	_____		_____
	3.	_____		_____
	4.	_____		_____
	5.	_____		_____
	6.	_____		_____
	7.	_____		_____
	8.	_____		_____
	9.	_____		_____
	10.	_____		_____
	11.	_____		_____
	12.	_____		_____
	13*	_____		_____
	14*	_____		_____

Total Number of Guests: Adults: _____ Children: _____

*Maximum Number of guests = 12.
14 by prior agreement only

Dates of Stay: Arrival Date: _____ **Check in time: From 4pm on arrival date.**
Departure Date: _____ **Check out time: By 10am on departure date.**

Optional Pool Heating Required: Yes No Additional charges apply.

Payment Details:

Rental Rate: (inclusive of all taxes)	£ <input type="checkbox"/>	\$ <input type="checkbox"/>	_____	
Pool Heat: (inclusive of all taxes)	£ <input type="checkbox"/>	\$ <input type="checkbox"/>	_____	
1. Security Deposit: (refundable after stay) OR	£ <input type="checkbox"/>	\$ <input type="checkbox"/>	_____	(£200/\$400)
2. Accidental Damage Waiver: (non refundable)	£ <input type="checkbox"/>	\$ <input type="checkbox"/>	_____	(£50/\$75)

} **Only select one option**

Total Payable:

Deposit required with booking form: £ \$ _____
10 weeks prior to departure: £ \$ _____ (Inclusive of security deposit)

Payable By: Cheque/Check:
Credit Card via PayPal: (3.5% service fee applies)
Bank Transfer:

It would help us if you could provide details of where you heard about our villa. _____

If you found us from a Forum then please tell us your user name. _____

Declaration:

I have read and fully understand the terms and conditions set out within this document and that by returning this booking form (T&C012) completed via any method (electronic or post) that you agree to abide by them.

Completed By: _____ Date: _____

Once completed please SAVE this form and send it to linda@dadsvilla.com and print a copy for your own records.

Penny from Heaven - Rental Terms & Conditions

Recital

Linda and Robert Thomason (herein after referred to as we, our, or the "Owners") offer short term rental of the home known as Penny from Heaven (the "Property") to the person named as the lead person on the booking form (herein after referred to you, your, lead name or as the "Guest").

Bookings

The lead name making the reservation with us enters into a binding contract that will come into existence when we dispatch you your confirmation of the booking. Reservations will only be confirmed upon receipt of cleared payment of the non-refundable deposit of 20% of the booking value and a completed booking form. The lead name member accepts these booking conditions for himself/herself and on behalf and with consent of all persons included in the reservation. The booking conditions apply for all types of reservation methods, e.g. booking by telephone, E-mail or facsimile.

By your completion and submission of the booking form (by ticking the box "I agree") or your payment of the deposit, it is deemed that you have read and agreed to abide by these terms and conditions. Please ensure that you visit <http://www.dadsvilla.com/terms.html> for the most up to date terms and conditions.

Please note - everyone occupying the Property (staying overnight) must be listed on the booking form, including small children. This is Florida state law and must be adhered to. Persons under 25 years of age must be accompanied by parents or responsible adults.

The accommodation is exclusively for you and your party named on the booking form, the accommodation cannot be sub-let or assigned and no other persons not listed on the booking form may use the accommodation. The maximum occupancy for our Villa is 12 persons (14 by prior arrangement only). The number of persons occupying the property may not exceed this limit as law sets it out. Government authorities determine this limit within the guidelines for fire safety.

Prices are per week for the villa, not per person. All rentals prices are inclusive of Florida State Taxes equalling 13%. Prices include Electricity, air-conditioning and/or heating, local telephone calls and cable TV. Pool heating is available as an extra. Please note that the pool may take up to 24 hours to reach its optimum heat.

The rental period begins at 4.00pm on the day of arrival and terminates at 10:00am on the day of departure. Early check-in or late checkout is not permitted without the express permission of the property owner in advance. If a Guest fails to check out as agreed he/she may forfeit his/her security deposit and incur additional charges.

Payments

Currencies accepted are the British pound (GBP) and the US dollar (USD)

A completed booking form with a non-refundable deposit of 20% of the total rental is required to secure your booking.

Full payment is required no later than 10 weeks before arrival date, together with a security deposit of \$400/£200 or the accidental damage waiver of \$75/£50. If a booking is made within ten weeks of arrival the full amount is due at the time of booking.

If the full balance of the rental cost is not paid in cleared funds and becomes overdue by more than two weeks then we reserve the right to cancel your booking and cancellation penalties will apply.

Security Deposit /Accidental Damage Waiver

The lead name will be held solely responsible for any damages or breakages caused to the property or contents during their stay. The lead name must fully inspect the home and report any damage or deficiency to the management company within the first twenty four (24) hours of their stay. Thereafter any damage or deficiency found following the guest's departure will be attributable solely to the lead guest and their party.

We offer a non refundable accidental damage waiver for \$75/£50.

The accidental damage waiver covers for accidental, unintentional and incidental damage to the property and its contents to the value of \$1000/£600. It does not cover for intentional damage, theft, excess cleaning, excess trash or anything else that is not accidental damage. ***We reserve the right to pursue the lead name for recompense for any and all non-accidental damage.***

Alternatively guests may pay a refundable security deposit of \$400/£300.

The security deposit less any charges will be returned as soon as our management company provides us with a completed checkout report after your stay. This will normally be no later than 30 days after departure. Charges may be applied for breakages, repairs or excessive cleaning costs. We reserve the right to pursue the lead name for recompense for any and all damages caused if the value of the security deposit is exceeded.

The lead name agrees on behalf of the group to settle payment within fourteen (14) days of being served notice of non accidental damages or damage that exceeds the value of the security deposit.

Cancellation Policy

If clients should cancel, or the owner cancels the booking due to non-payment of balance due within the defined timescale, cancellation charges will be levied as follows:

Period before occupancy date:	Cancellation Charge:
More than 70 days	Deposit only
30 to 70 days	50% of total rental
Less than 30 days	100% of total rental

Please note that the reservation deposit is non-refundable.

In the unlikely occurrence of a Force Majeure event, which necessitates a cancellation of the booking by the owners before the commencement of the stay, the Owners will refund any monies paid by the Guest, but without interest, compensation or consequential loss of any kind. However we will seek to relocate your booking with our management company to a similar or superior standard accommodation.

Booking Changes

If you need to change your booking after confirmation (e.g. arrival or departure dates, mid stay cleans etc) you must write, phone or email and we will try to meet your requirements wherever possible. If you add people to your booking, they are added on the understanding that they have accepted these terms and conditions. The Owners reserve the right to charge cancellation fees if the number of nights booked is reduced or dates are changed. We also require that you inform us if people are removed from your party.

We will issue a revised booking form to confirm your changes.

Rental Rates

The Guest will be responsible for the total rental price of the Property, as set out on the booking form.

The current rental rates applicable for the Property are set out on our website. The Owners reserve the right, at any time before a booking form is confirmed to amend the rental rates applicable to the Property. Once the booking form has been confirmed, the cost of the rental will be fixed subject only to change in the rental cost, in the sole discretion of the Owners, in the following circumstances:

- A) Where a clear error has been made on the booking form, or
- B) sales or tourist tax rates change from the percentage shown on the booking form; or
- C) if the GBP/USD exchange rate at time of final payment changes by more than 15% to the rate shown on the booking form.

We will endeavour to provide you with as much notice as possible in relation to a change occurring in the above circumstances.

Safety and Security

To ensure your comfort, security and peace of mind, our home is registered with the State Authorities and is in full compliance with all relevant legislation. Security, smoke, carbon monoxide and fire detection alarm systems are in place along with certified fire extinguishers.

Wherever possible, valuables should be left in a secure place and out of sight. We are not responsible for any items left at the vacation home during or after your stay; however, we will do our best to help you locate lost items. Please check the entire home and pool area prior to leaving.

When not in the villa and upon final checkout, guests must close and lock all windows and doors. If the villa is left open or exposed to the elements while occupied or unoccupied during or following a guests stay, the Renter will be liable for damages due to unauthorized entry or exposure to the elements that would otherwise not have occurred had the villa been properly closed, locked and the Security Alarm set.

You agree that as a condition of these terms you will ensure that all members of your party are covered by travel insurance which carries adequate protection against delays, cancellation and medical cover for the U.S.A. in addition to cover for their personal belongings and luggage. Renters are liable for all damage and loss to our home.

Glass is not permitted in the pool area at any time. Plastic items have been provided and must be used.

Limitation of Liability

Nothing in this clause or these terms will limit the Owners liability for death or personal injury caused by the gross negligence of the Owners.

Subject to the preceding sentence, the Owners (including the Management Company) accept no liability whatsoever for death, personal injury, accidents, loss or damage, to persons or personal belongings howsoever else caused. The use of the Property, its amenities including the pool are at the Guest and their party's own risk.

The Owners and the Management Company cannot accept liability for the sudden failure of equipment (including where the pool heater cannot reach optimum temperature due to adverse cold weather conditions) at the Property but will take immediate and reasonable action to rectify any such failure upon notification by the Guest.

The swimming pool is used entirely at the guest's own risk. Diving is strictly prohibited and children must be supervised at all times. In accordance with Florida law, a retractable safety fence is in place around the pool and spa and self closing sliding doors have been provided to ensure that children cannot enter the pool or spa without the knowledge of the adults. Guests are solely responsible for the correct use of these devices.

Outdoor Barbeques are available for hire from our Management Company at an additional charge. We the owners are not responsible for any terms and costs agreed between our Management Company and the Guest. For health and safety reasons any Barbeque must be used outside of the screened pool area and in accordance with Management Companies instructions. Barbeques will be entirely at your own risk.

Complaints

Our management company inspects the property before and after each rental. However if the renter arrives at the rental property and notices any damage to the property they should call to notify the management company of this damage within 24 hours of their arrival to avoid being held responsible for such damages.

In the unlikely event of a problem arising relating to the villa during your holiday you must contact our management company immediately, who will seek to resolve the matter as soon as possible. It is very important to us that you enjoy our villa and if you feel the matter to be of a serious nature could you please contact us within seven days of departure from the villa. However, if you failed to inform our management company during your stay we will not accept any responsibility.

Disclaimer

We have provided various appliances and equipment in our vacation home. This equipment is maintained in good working order but as is the nature of such items these may at times break down or not function properly. We cannot accept any liability for failure of these appliances. However if this occurs during your stay please contact our management company and they will endeavour to repair or replace the item as quickly as reasonably possible.

The Owners and the Management Company cannot accept any liability for failure of public supplies or utilities such as water, sewer, electricity, cable television, telephone service, wireless Internet or air conditioning systems. Nor for the consequences of the action or omissions of people who may control or supply main services, or any action taken in the vicinity of the property reserved, by any authority over which there is no control.

Free High Speed Internet Access is available for guests use. A Laptop with wireless capability or an Ethernet cable is required. Guests are responsible to abide by state and federal laws with regard to restricted websites and restricted materials and assume full responsibility for any Internet activity at the villa during their stay. A free telephone service is provided for US calls only.

All brochure and website descriptions are given in good faith; no liability can be accepted for errors or omissions.

The owners their agents and authorized service personal reserve the right of entry at any time. The Renter will be notified prior to any necessary entry to the property unless entry is required due to emergency for the safety of the homes occupants or to prevent damage to the home.

Conduct

All persons forming the party of the Guest whether or not they are stated on the booking form are responsible for the care of the Property and are expected to take reasonable care of it, turning off all unused items, and ensuring the pool screen doors are closed at all times, the Property doors and windows are locked and security alarm is activated whenever the property is unoccupied. Guests are liable for all damages and/or loss to the rental property caused by them or as a result of their negligence or caused by or as a result of negligence by anyone permitted on the property during their stay.

It is a Criminal offence to tamper with our pool equipment. Under no circumstances are any guests to tamper, adjust, turn or move any controls pertaining to the pool pump, heater or timer at any time. In doing so you will automatically incur extra charges and be solely responsible for any losses and damages that occur as a result of tampering with this equipment. If you encounter any problems with the pool please contact our management company for assistance.

The removal of anything from the rental property without the express permission of the property owner is considered theft. The Guest is responsible for any items removed from or lost that belong to the rental property. We aim to offer a complete home to all guests and are not able to do this when part of any themed room is missing. If an item is taken and we cannot replace or recover the missing item or items we will be forced to re-theme the entire room and take new photos. Any expenses caused by the theft of any item or items will be charged to the lead name. We are happy to tell any guests where we purchased any item and its cost.

The Property is located in Sunset Lakes which is a high quality residential community and we ask that nothing interferes with the enjoyment of other holiday makers or residents of the community. Please do not do anything that is likely to inconvenience your neighbours. The Sunset Lakes Community Association has strict rules concerning noise especially between the hours of 10:00pm, and 8:00am. No vehicles may be parked on the road overnight and RV's must be parked in the communal car park located near the main gate at all times. Please also observe the posted speed limits and drive through the community with care.

In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymakers, residents of Sunset Lakes or damage to any property, the Owners or their Management Company reserve the right to terminate your contract immediately and forthwith with a requirement to vacate the property immediately. The Owners or the Management Company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

Smoking and Pets

For the safety and comfort of all our guests smoking is not permitted inside the Property at any time and no pets may be brought into the Property or the pool area. Non-compliance with these terms will result in a forfeit of the security deposit and guests may be asked to vacate the premises immediately without a refund of any kind. The Property is licensed by the Florida State's Hotel licensing authority as a non-smoking building and compliance is mandatory.

Force Majeure

The Owners (including the Management Company) accept no liability whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of your booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, loss of mains electricity or gas supplies, or any other events beyond our reasonable control.

Law

These terms and conditions are subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Owner Details

Name: Linda & Robert
Home Phone: +44 (0) 1793 751996 E-mail: linda@dadsvilla.com
Mobile: +44 (0) 7894 907410 Web: www.dadsvilla.com