

# Florida Breeze Villa

Southern Dunes, Haines City, Florida

Email: [hockeyvilla@yahoo.co.uk](mailto:hockeyvilla@yahoo.co.uk), Fax (309) 412-7880

## BOOKING FORM

Please note that the booking will only be confirmed when this form, with attached terms and conditions, is completed, signed and returned to us.

Head of party (for all correspondence)

Name	
Address	
Telephone (evenings & weekends)	
E-mail	

Period of stay

Date of arrival	
Date of departure	
Number of nights	
Optional pool heat	Yes/No
Total Cost, including taxes and pool heat	

I enclose a cheque (Canadian funds) for the deposit, made payable to Mr and Mrs M C Hockey OR I have arranged a bank transfer for the deposit:

		Tick
Up to 7 nights	Can\$150	
8 to 14 nights	Can\$300	
15 to 21 nights	Can\$450	
22 to 28 nights	Can\$600	

Bookings made within 10 weeks of the date of arrival should be accompanied by payment of the total cost, plus the Security Deposit.

Please indicate which airport you are flying to. This is to enable us to send you directions.

Orlando International (MCO)	
Sanford (SFB)	
Tampa (TPA)	
Other/driving	

Members of party (list head of party first):  
(Please complete to confirm booking. Changes can be made later.)

Surname	First Name	Age (if under 21)	Contact address (if different from head of party)

### Terms and conditions

Please ensure that you read and understand the following terms and conditions of your villa rental. If you have any queries, please contact us for clarification before you sign the booking form.

In these terms and conditions "the Owners" or "we" means Susan and Martin Hockey, of Ardmore, Stanton Road, Oxford, OX2 9AY, England. "The Guest" or "you" means the person signing this form.

We will confirm to you the price of the accommodation at the time of booking. As soon as you have confirmed your booking and paid your deposit (or full payment in the case of late bookings), we guarantee not to increase the rent, provided that our terms and conditions including payment terms are adhered to and you do not make amendments to your booking.

Your villa rental includes accommodation as booked, services such as water, electricity and cable TV, and cleaning before arrival and after departure. It excludes pool heat unless otherwise agreed. Our rental prices do not include the costs of flights, car hire or travel insurance.

1. The person who signs the booking form warrants that he or she is authorized to agree these terms and conditions on behalf of all persons included on the form, including those substituted or added at a later date. The signatory must be a member of the party occupying the villa and must be 21 years of age or older. Bookings cannot be accepted from parties of young people all of whom are under 21.

2. A deposit of Can\$150 per week (or part week) must accompany bookings, which is not refundable. The booking is confirmed upon clearance of the payment.

The balance must be paid no later than 10 weeks before commencement of the villa rental. A Security Deposit of Can\$300 must also be paid at the same time.

Bookings made within 10 weeks of commencement of the villa rental must be accompanied by full payment, plus the Security Deposit.

The Security Deposit will be returned to the Guest no later than 28 days after completion of the villa rental, provided that any keys are returned and no loss or damage is reported by the Owners' Management Company. If loss or damage is reported then we

reserve the right to claim the costs of making good the loss or damage from the Guest, whether by deduction from the Security Deposit or by other means. For this purpose, "loss or damage" includes any fines or penalties imposed on the Owners as a result of any actions or omissions of the Guest or other persons occupying the villa during the villa rental.

If the balance is not received by the due date, we reserve the right to treat the booking as cancelled, in which case the cancellation charges set out in paragraph 4 below will apply.

If a cheque is not honoured by the bank on which it is drawn, we will make a charge of Can\$20 to cover the bank charges and our administration costs.

3. The security number of the key box will be released to you when the final balance and Security Deposit has been paid.

4. If the Guest wishes to cancel the booking he should advise the Owners by email or by telephone followed by letter. The following charges shall apply if the booking is cancelled less than 8 weeks before commencement of the rental period:

4 to 8 weeks before date of arrival: 50% of the rental charge

less than 4 weeks before date of arrival: 90% of the rental charge

5. If you wish to change the dates of your reservation, we will try to accommodate you, subject to availability of the villa. If you wish to shorten the period of your stay, cancellation charges as set out in paragraph 4 will apply to rental charges pro rata.

6. In the unlikely event that circumstances beyond the Owners' control necessitate the cancellation of the villa rental arrangement, the Owners reserve the right to cancel any bookings at any time and will only be liable to refund any moneys paid by the Guest.

7. The Guest agrees to

- a. Take good care of the property and leave it in a clean and tidy condition on departure
- b. Report any loss or damage to the Owner's local Management Company as soon as it is discovered
- c. Permit the Owners or their Agents reasonable access to the property in order to carry out any necessary maintenance
- d. Not to sublet or share the property except with persons named on the Booking Form.

The Guest agrees to pay the full cost of any breakages, losses or damage to the property. Any damage found on arrival should be reported to the Owners' local Management Company within 24 hours of arrival. The Owners' Management Company shall be the sole arbiters on causes of damage or loss.

The Guest agrees to ensure that garbage and recycling containers are removed from the curbside by the end of the day on which garbage and recycling is collected. The Guest agrees to reimburse the Owners the cost of any fines or penalties imposed on the Owners as a result of a breach of this term.

8. The maximum occupancy of the villa is 10 persons. Contravention of this limit will render your booking void, all money paid will be forfeited and you will be asked to leave the villa immediately without compensation.

9. No pets or smoking is allowed in the villa at any time. Failure to comply will render your booking void, and all money paid will be forfeited.

10. Our villa is in a quiet residential area. You should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb your neighbours.

11. No liability is accepted by the Owners for loss of main services nor for the consequences of the actions or omissions of persons who may control the supply of main services, nor for any actions taken in the vicinity of the property by any persons or authority over which the Owners have no control. Furthermore the Owners do not accept liability for the failure of appliances (unless the failure is shown to have resulted from the Owners' negligence). The information and descriptions on the Owners' website are believed to be accurate, but the Owners cannot guarantee that all the facilities described will be available.

12. The villa is available after 4 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure. Failure to comply with this may result in extra rental charges, which the Guest agrees to pay.

13. It is the Guest's responsibility to ensure that on arrival all members of the party understand the safety notices displayed in the villa. The Owners do not accept any liability for any injury, damage or loss to the Guest or other persons occupying the villa or visiting it as guests of the Guest, however caused, except for any personal injury which is shown to have resulted from the Owners' negligence. The Guest is responsible for taking out adequate insurance cover.

14. The Owners do not accept any liability for any injury, damage or loss to any third party as a consequence of actions or omissions by the Guest or other persons occupying the villa or visiting it as guests of the Guest, however caused.

15. Guests may use the swimming pool at their own risk. They should always observe the safety rules listed in the Information Book held in the villa and observe the pool safety notice displayed in the pool area.

16. The Owners 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, failure of transport, denial of boarding to any aircraft passengers, closure of airports, government action or any other event beyond the Owners' control.

17. The Community Association does not permit any truck or van, boat, trailer, recreational vehicle, commercial vehicle or other non passenger vehicle to be parked at Southern Dunes. Cars should be parked in the driveway or in the garage and not on the street.

18. The Guests are responsible for compliance with the requirements of the United States immigration authorities.

19. We sincerely hope that you do not have any complaints. In the unlikely event that you wish to register a complaint during your stay, please contact our local Management Company immediately and follow it up with a letter. Please keep a copy of the letter and send us a copy on your return. We undertake to consider your complaint carefully and respond in writing.

20. You agree that these terms and conditions shall be interpreted under the laws of England and that any dispute arising from this booking shall be settled only under the laws of England and subject to the jurisdiction of the English courts. None of these terms and conditions affects your statutory rights.

**ADDITIONAL CONDITIONS IF YOU HAVE ORDERED POOL HEATING**

21. If it has been agreed that pool heat shall be provided, the pool heating will be switched on during the day ordered. It may take some time to heat to optimum temperature. The pool heater will raise the temperature about 8° to 12°C above the air temperature. We are unable to guarantee the water temperature as this will depend on the prevailing weather conditions. When the pool is not in use, you should use the pool cover provided to avoid unnecessary temperature loss.

The heater is a mechanical device. As any mechanical device, it can be subject to electrical or mechanical failure, in which case every effort will be made to repair the heater.

If you have paid an additional charge for pool heat, then we shall refund the charges only for the days on which you are without pool heat as a result of

- a) Electrical or mechanical failure; or
- b) Your request to switch off the pool heater during your stay, in which case a callout charge of US\$25 will apply.

**WE STRONGLY ADVISE ALL OUR GUESTS TO TAKE OUT TRAVEL INSURANCE FOR YOUR WHOLE PARTY, WHICH INCLUDES CANCELLATION CHARGES COVER, AS SOON AS YOU HAVE BOOKED YOUR VACATION.**

**I accept the terms and conditions of booking, which I have read and understood, on behalf of myself and my party. I agree to pay the balance no later than ten weeks before the date of arrival at the villa. I am over 21 years of age.**

**Signature of head of party** \_\_\_\_\_

**Date** \_\_\_\_\_ **2008**

**Please sign above and mail with your payment to:**

**Mr & Mrs M C Hockey, Ardmore, Stanton Road, Oxford OX2 9AY, England**

**Alternatively, if you are making payment by bank transfer, you may scan and email the completed form, or fax it:**

**Email:** [hockeyvilla@yahoo.co.uk](mailto:hockeyvilla@yahoo.co.uk),

**Fax:** (309) 412 7880 (US)