

Barton Villas Terms and Conditions of Rental

Booking

By signing the booking form (or completing the online booking form) the party leader confirms acceptance of the terms and conditions set out here. These are binding upon all the persons listed on the booking form or intending to occupy the premises, or any subsequent amendments to that list.

Sorry but no pets are allowed on the premises under any circumstances. No guns or firearms of any kind are permitted on the premises.

We strongly advise that you arrange adequate travel/medical insurance for the entire duration of your stay.

Rental Period

Rental periods are typically for one week, two weeks or on occasion several weeks at a time. We will advise you of availability when you enquire.

A booking of five night's occupancy or less will incur a cleaning surcharge fee of £60 (\$100). This surcharge is waived for stays of longer than five nights.

Bookings for rental periods longer than two weeks will need to include one or more mid-stay cleans over the course of the rental period. Where applicable this will be calculated and shown appropriately on the booking confirmation.

The villa will be available for occupancy from 4.00pm local time on the day of arrival and must be vacated by 10.30am on the morning of departure. Vacating after 10.30am may incur a charge equivalent to one days accommodation cost unless previously agreed.

Payment

Together with your completed booking form, a non-refundable deposit of £100 (or \$200) per week of your stay is due within seven days of your provisional booking.

Please make cheque's payable to Mr. C Barlow. We are able to accept payment by credit or debit cards via PayPal using the email address bookings@bartonvillas.com. Please note that all PayPal transactions are subject to a 3.5% surcharge.

Upon receipt and clearing of your deposit, we will send you a formal confirmation of your booking either via email or by post.

Payment of the balance, plus the refundable security deposit is due ten weeks prior to your arrival date at the villa, unless previously agreed otherwise. Upon receipt and clearing of the balance, we will send you a welcome pack, directions and provide your party leader with an access code to the villa for use throughout your stay.

Failure to pay the balance by this time, for whatever reason, will result in cancellation and loss of the deposit paid.

Security Deposit

The client is responsible for any damage or breakages howsoever caused to the property or its contents during their stay. We require a refundable security deposit of £150 (\$300) to be paid with the final balance payment.

This security deposit will be repaid to your party leader by cheque as soon as the Management Company has verified that there has been no loss or damage to the villa and/or its contents during the period of your stay.

For your piece of mind, prior to your arrival the Management Company undertake a full inventory of the villa and its contents. This process is repeated soon after your departure and the Management Company will advise us of any loss/damage to the property and/or any of its contents. This may include notification of additional cleaning costs for spillages or stains.

We reserve the right to retain the security deposit (either in part or full) in order to cover any loss/damages. Receipts for repairs/replacements will be provided to you in the unlikely event that part or all of the security deposit has to be retained.

Florida has a sub tropical climate and common sense care should be taken with food and subsequent waste/garbage disposal. We therefore advise you never to leave food uncovered as this can attract insects very quickly. You should also promptly place any trash in the bins provided.

Any costs for pest control services incurred due to a lack of care on your part will be passed onto you.

We reserve the right to pursue a guest(s) for suitable recompense for any losses/damages caused which may exceed the value of the security deposit held. The amount will be payable in full within fourteen days of being served notice.

Safety & Security

To comply with Florida state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property.

Please exercise reasonable caution by keeping doors and windows locked even whilst occupying the property. We cannot be held responsible for loss or damage to guests property.

For you safety the villa is equipped with several smoke detectors and hence smoking is not permitted in any room, including the pool and lanai area. Smoking in any part of the house will result in the loss of the security deposit and you will incur additional charges to cover cleaning, repairs or redecoration.

Pool & Hot Tub

The swimming pool is used entirely at the guest's own risk. No diving is allowed and for your children's safety they must be supervised at all times while in the pool area.

Pool rules are clearly posted at the side of the pool. These must be adhered to at all times. It is an offence under Florida law to tamper with, or disconnect any pool alarms.

If you have ordered pool heat, the pool heater may shut off if the external temperature drops below 12.5 degrees Centigrade (55 degrees Fahrenheit). The pool temperature and operation of the spa may also be affected as a result of circumstances beyond our control (including but not limited to the pool water level being too high). Refunds of monies paid for pool heat will not be given under any circumstances.

In line with Florida law a retractable safety fence is in place in front of the pool to ensure children cannot enter the pool without the knowledge of the adults in the party. The guests are solely responsible for the correct use of this important safety device.

Glassware of any type (including bottles) is not permitted in the pool area at any time. Please use the plastic items provided.

Cancellation by Guests

In the event of cancellation by the guests, regrettably the following costs will apply:

Cancellation Notice Period	Cancellation Cost
10 or more weeks before departure	Initial deposit only
6 to 10 weeks before departure	50% of the rental fee
2 to 6 weeks before departure	75% of the rental fee
Less than 2 weeks before departure	100% of the rental fee

Failure to pay the final balance by the due date (ten weeks prior to departure) will result in loss of the booking and deposit. If we do not receive the payment we will endeavor to contact the guest but if no payment or communication is received, then we reserve the right to cancel the booking and retain the deposit. If you have a problem paying the final deposit by the due date, PLEASE contact us as soon as possible to discuss the matter.

Cancellation by the Owners/Management Company

In the unlikely event that circumstances necessitate the cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). In this situation, we (or the Management Company) will always seek to relocate your booking to a villa of a similar or superior standard.

Force Majeure

We accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond our control including, but not limited to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

Complaints

In the unlikely event of a problem arising while you are on holiday (relating to the villa) you should immediately contact the Management Company who will seek to resolve the matter as soon as possible.

Your satisfaction with the villa is paramount to us and should you consider that the matter is of a serious nature, we ask you to contact us directly within fourteen days of your departure from our villa. However, if the problem has not been reported to the Management Company then regrettably, we cannot accept any responsibility.

Disclaimer

Liability - The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

The owners, the Management Company and their agents reserve the right of entry at any time. (This includes such workers as pool maintenance, gardeners etc)

Website Description

All information provided on the Website is deemed to be correct to the best of our knowledge; information supplied is for guidance purposes only and does not form part of any contract.

Law

This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit