

closesttothemagic.com

Correspondence Address: 138 Cavendish Street, Barrow in Furness, Cumbria LA14 1DJ UK

Tel: 00 44 (0)1229 -870762 Fax: 00 44 (0)1229-870730

email:closesttothemagic@hotmail.co.uk

BOOKING TERMS AND CONDITIONS

Please ensure you have read, understood and agree to our terms and conditions before sending the booking form back to us. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification before you sign the booking form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g. water and electricity. NOT included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance.

BOOKINGS

- The signing* of the booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list).

*SIGNING. If sending the booking form back by post or fax we ask you to sign and date the booking form in ink on the box provided, keeping one copy for your reference. When sending by email we ask you type your name and date in the boxes provided and send an attached email note to clarify have done this. Please make sure you print off a copy for yourself.

- All 'single sex' parties or parties of guests who are under the age of 21 will only be accepted with prior written agreement from the owners.
- No pets allowed.
- To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

NO SMOKING

- For the comfort of guests the property is a strict no smoking accommodation. The accommodation is strictly a non-smoking area. We reserve the right to retain the security deposit if our management company confirms to us that smoking has taken place within the property. Half of the money retained will go towards redecoration and half will be donated to a registered cancer charity.

POOL SAFETY

The pool area is fitted with a removable child safety fence and the poolside doors are alarmed also as an extra safety measure. Pool Rules/Spa Rules safety notices are displayed around the pool area for your reference (details of this can be found in the paragraph safety and security) and must be adhered to at all times. Glassware is not permitted in the pool area so plastic alternatives have been provided for use around the pool area. If it is confirmed to us by our management company that glass has been broken in the pool area we reserve the right to use your security deposit to cover this cost. Draining and cleaning the pool area is a long and expensive process so will most certainly take up all of your security deposit.

RENTAL PERIOD

- Midweek bookings may incur a 10% surcharge.
- Stays of less than 7 nights will incur a cleaning fee, which varies on the size of the home.
- The accommodation is available for occupation from 4.00pm local time on day of arrival and it is to be vacated before 10 am on the morning of departure unless otherwise agreed*

*Late Checkouts/Early Check ins. An earlier check in or a later checkout may be arranged if absolutely required, but only when prior arrangement has been confirmed by the owner. If a late checkout/early check in has NOT been agreed or exceeds the prior arranged time then you will incur an extra charge which will be taken from your security deposit.

PAYMENT

- Together with your completed booking form, a non-refundable deposit of £200/ \$300 is due within 7 days of your provisional booking (unless paying by the monthly payment plan - see Payment Methods).

Upon receipt of your deposit we will send you confirmation of your booking.

*closesttothemagic.com is a trading style of Macron Properties Ltd.
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- Payment of the balance is due 8 weeks prior to your arrival date. Upon receipt we will send out directions and lock box number to your accommodation.
- PLEASE NOTE: Payment by credit or cards incur a surcharge of 4%.

SECURITY DEPOSIT

- WE STRONGLY ADVISE all our guests to take a few minutes when they arrive to re-check the property for obvious damages, spillages etc that may have been overlooked by the cleaning team.
This ensures guests are not charged unnecessarily for damages/spillages etc made by anyone else. In the unlikely event that you do find any problems please ensure you let the management company know about them AS SOON AS POSSIBLE! Full details of this can be found in the guest information file in the property. NOTE. If damages are not reported on arrival we reserve the right to withhold part or all of your security deposit to recover these costs.
 - The client is solely responsible for any damage or breakages that may be caused to the property or its contents during your stay.
 - We require a refundable security breakage deposit of £200/ \$300 (for condos) £300/\$400 (for villas) which is to be paid at least 2 weeks before arrival. This deposit will be repaid to your party as soon as the management company has reported no damage and that you have returned the keys.
 - Our local management company thoroughly checks and cleans the property before your arrival and after you depart and will advise us of any faults. This includes such things as additional cleaning costs for removal of stains due to spillages, breakages or losses and additional laundry costs. After you have vacated the property, our management company will wash one set of bedding from each bed used, plus all towels after departure (unless you have specifically requested otherwise), therefore any extra laundry left will incur an extra charge.
 - We retain the right to retain the security deposit in full to cover damage or non- return of keys. Receipts for repairs / replacements or extra cleaning charges will be provided in the unlikely event that such retention of the security deposit is required.
 - We reserve the right to pursue a guest for recompense for any and all damages caused which may exceed the value of the security deposit and will require payment within 14 days of being served notice of this.
- PEST CONTROL: Florida has a sub tropical climate and care must be taken with food that is left uncovered. Uncovered food will attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you. Dispose of leftover food, where possible in the waste disposal unit provided. Any food that cannot be disposed of should be put in the sealed outdoor bin located in the garage. Our management company will inform you of the regular garbage collection times.

CANCELLATION BY GUESTS

- In the event of your party needing to cancel, the following conditions will apply:
 - a) 5-10 weeks prior to departure 50% of the total charge to offset the discount that we will need to re-book the property at short notice.
 - b) Any cancellation within the final 5 weeks will regrettably result in loss of the whole booking fee (not including the security deposit).
- Failure to pay the final balance by the due date (8 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.

CANCELLATION BY THE OWNERS

- 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 the management company will always seek to relocate your booking to a accommodation of a similar or superior standard.
- Force Majeure: The owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond the owners control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

SAFETY AND SECURITY

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

The swimming pool is used entirely at the guest's own risk.

Diving in the pool is not allowed at any depth.

Running around the pool deck is not allowed.

Children must be supervised at all times whilst in the pool area and in the villa/condo.

A pool safety fence has been provided for your use within the pool area of the villa

Glass is not permitted in the pool area at any time. Please ensure you use the plastic items provided.

Smoking is not permitted.

SECURITY ALARM

The villa has been fitted with an alarm system for yours and our protection so we ask that you use this during your stay.

Failure to use the alarm may invalidate your holiday insurance in the event of a claim. Full instructions for the alarm and code will be given prior to your stay.

COMPLAINTS

•Your satisfaction with our accommodation is paramount to us so in the unlikely event of a problem or complaint during your stay (relating to our property) you should immediately contact our management company who will seek to resolve the matter speedily.

Any complaints or correspondences received after your stay will not be entertained.

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

• Brochure description: whilst all information supplied in the brochure 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 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.

It is strongly recommended that guests take out Holiday Insurance to cover cancellation fees and any other losses which may occur. Any claims for compensation, loss or injury must be directed to your Insurance company and will not be entertained by the Owner or their agent.