



## Sunstreams Villa

### TERMS AND CONDITIONS OF HOLIDAY LET

The following terms and conditions ("**Terms**") apply to your holiday let:

#### DEFINITIONS

**"Data Protection Legislation"** means the Data Protection Act of 2018, and any other legislation applicable in the United Kingdom regarding data privacy and electronic communications.

**"Guest"** shall mean the individual or representative who made the booking, whether for him or herself or on behalf of a group ("you", "yours").

**"Management Company"** means the local management company who is the Owner's agent.

**"Property"** shall mean Sunstreams Villa, 837 Kildrummy Drive, The Sanctuary, West Haven, Davenport FL33896

**"Owner"** shall mean Tracey Jones, residing at 16 Chaloner Grove, Liverpool, UK L19 0PT ("we", "ours").

**"Security Deposit"** shall mean the sum of money paid by the Guest in addition to the rental deposit which shall be used to pay for any damage by the Guest, and will be refunded subject to the conditions herein.

#### 1. GENERAL TERMS OF USE

- 1.1. The Guest warrants that the Property is to be used for the purposes of a holiday and that they are over the age of 25 at the time the booking is made.
- 1.2. Subject to the Guest's payment of the fees and compliance with its obligations under this Agreement, the Owner agrees not to interrupt or interfere with the Guest's right to quiet possession and enjoyment of the Property except as otherwise permitted by these Terms.
- 1.3. The Guest shall not assign, sub-let or part with possession of the Property or any part of it.
- 1.4. The Guest shall use the Property for the purpose of a private holiday residence for a maximum number of 'agreed' persons only (as listed on the booking form) (the "**Permitted Use**").
  - 1.4.1. Anyone who is not listed on the booking form will be allowed to visit the Property subject to consent from the Owner (and such authority may be delegated to the Management Company). At no time will unlisted individuals be allowed to stay overnight at the Property.
- 1.5. The Guest shall not (nor allow others to):
  - 1.5.1. display notices or advertisements in the windows or elsewhere on the Property;
  - 1.5.2. use the Property, or any part of it, for any purpose other than for the Permitted Use or carry on any trade or business at the Property;
  - 1.5.3. use the Property for any noisy, offensive, illegal or immoral purpose;
  - 1.5.4. cause nuisance or annoyance, or cause loss, damage or injury to the Owner, other guests or the occupiers of any neighbouring property;
  - 1.5.5. cause any damage or injury to the interior or the exterior structure, equipment or any part of the Property or any adjoining property;
  - 1.5.6. tamper with the pool heating equipment;
  - 1.5.7. make any alterations or additions to the Property or its decorations, fixtures or fittings;
  - 1.5.8. remove any of the Owner's possessions from the Property or move any items of furniture from room to room in the Property;
  - 1.5.9. allow anyone under the age of twenty-five (25) years to be in or around the Property unless accompanied by a parent or responsible adult each of whom are required to be at least 25 years old;
  - 1.5.10. violate any aspect of local, state or federal law during the term of the Agreement;
  - 1.5.11. keep or allow pets of any kind at the Property without the express written consent of the Owner (which consent may be revoked at any time). The Guest will be responsible for all damage caused by any pets that are permitted;
  - 1.5.12. store or use any fireworks or other hazardous or flammable materials in or around the Property;

- 1.5.13. access the Owner's personal storage areas, whether unlocked or not; or
- 1.5.14. smoke or vape in the Property including inside the pool cage.
- 1.6. The Guest shall also abide by the Property Rules, attached as Schedule 1.
- 1.7. The Guest shall keep any fixtures, fittings and effects of the Owner in good repair and condition and must reimburse the Owner for any damaged fixtures, fittings and effects (reasonable wear and tear excepted).
- 1.8. The Guest shall keep the Property secure and lock the patio and front doors on exit.
- 1.9. The Guest must deliver up the Property at the end of their stay in the same clean state and condition as at the date of the commencement of the holiday let (reasonable wear and tear excepted).
- 1.10. The Guest shall abide by any instructions or requests from the Management Company.
- 1.11. The Owner and its agents have the right to enter the Property at reasonable hours during the day to inspect the condition of the Property or to carry out repairs or other works that may be necessary, or may enter the Property in the event of an emergency; and the Guest agrees to allow the Owner and its' agents reasonable access to the Property for such purposes. Where possible, the Owner will give the Guest reasonable notice before entering the Property.
- 1.12. The Owner may refuse to accept a booking without giving any reason or may amend the booking upon reasonable notice due to any change in law, regulations, or guidance (whether issued by the government or Management Company).
- 1.13. The Guest shall not (nor allow others to) charge or attempt to charge electric or hybrid vehicles from the electrical supply in the Property without the formal written consent of the Owner.

## **2. FEES**

- 2.1. Rental Deposit: A non-refundable deposit of £400 / \$500 is required to confirm the booking.
- 2.2. Security Deposit: A deposit of £250 / \$400 will be charged simultaneously with the final balance and will be returned after the guest departure, so long as (within the Owner's sole discretion) the Property, equipment and facilities are undamaged and clean all as more fully set out in Clause 6 Security Deposit.
- 2.3. Cancellation: The Guest is liable for the total fee for the holiday let unless written notice of the intention to cancel the booking is received at least 90 days prior to the commencement of the holiday.
- 2.4. If the Guest cancels within 90 days of commencement of the holiday, fees paid will be refunded if the Owner is able to re-let the holiday in the time available, minus the non-refundable deposit, any difference in fees secured by the new booking (if lower), and any costs associated with advertising the vacancy. Every effort will be made to re-let a cancelled booking.
- 2.5. In certain circumstances, the Owner in its discretion may allow changes to the Booking, subject to an administrative fee of £10 and/or any difference between previously agreed rates and those prevailing for the proposed alternative dates.
- 2.6. Fee: The Guest must pay the full cost of the holiday let in full by 90 days prior to the start of the holiday let period. If the booking occurs within 90 days of the holiday let period, then fees must be paid in full at the time of booking. If the full cost is not received in full by the required date, the booking is deemed cancelled and the Owner will be allowed to seek a replacement booking.
  - 2.6.1. If the Guest has failed to pay the full cost of the booking by the due date the Guest continues to be liable for the outstanding sum. The Owner will seek to mitigate the loss incurred by such failure by the Guest to make payment by securing an alternative booking. The Owner will deduct any net income resulting from such alternative booking from the sum owed by the Guest. Upon written notification from the Owner, the Guest will make payment of the net sum due within 14 days.
- 2.7. Credit/debit card payments in a range of currencies can be made via Wise who apply a small charge to your payment, and which varies by payment method. Wise offer a secure payment method using live exchange rates and is most cost effective. A document with a link will be sent for payment by this method, but is reproduced here: [transferwise.com/u/stephenj163](https://transferwise.com/u/stephenj163)

## **3. DAMAGE NOTIFICATION, ADDITIONAL CHARGES AND REPAIRS**

- 3.1. In the following instances there may be additional charges which will be taken from the Security Deposit (failing which the Guest will be fully liable):
  - 3.1.1. Damaged, lost or stolen items: The Guest should promptly, but no later than within 24 hours, report any deficiency or complaint to the Management Company which they notice on arrival, and any which they notice or occurs during their stay.

- 3.1.1.1. The Owner should be notified by the Guest at the same time by email at the address in the Booking Form.
- 3.1.1.2. If you do not promptly report a deficiency or bring a complaint to the attention of the Management Company, you will not have allowed them the opportunity to satisfactorily resolve your complaint and the Owner and Maintenance company accept no liability for any subsequent complaints.
- 3.1.1.3. Where appropriate, the Guest will be liable to pay the replacement cost of the item broken, lost, damaged or stolen, including any other costs incurred to repair such item (e.g. contractor's fees).
- 3.1.1.4. Calls to the Management Company which occur outside of normal working hours will take longer to respond to. Unless an emergency, Guests shall allow the Management Company at least one full business day to investigate and respond.
- 3.1.2. Cleaning: The Property will be in a clean condition on the Guest's arrival, and you must leave it in a clean condition. The Owner reserves the right to make a charge for additional cleaning if the Property has not been left clean.
- 3.1.3. Departure time: Time is required between lettings in order to check the Property and prepare it for the next guests. The Property must be vacated by the 10am check-out time on the last day of the let as noted on the Booking Form. Unless otherwise agreed, we reserve the right to charge for an extra day if you have not left by this time, and will charge a daily rate in accordance with our standard charges for each additional day that you do not vacate the property for any reason. Should the Guest not vacate the Property when requested by the Owner this will be considered a fundamental breach of these terms and conditions and at the discretion of the Owner steps may be taken to evict the Guest including through use of law enforcement authorities.
- 3.1.4. Check in time is 4pm or later.
- 3.1.5. Pool Heating, Air Conditioning and Electricity: If the Guest requests pool heating after arrival, the Owner may charge a fee to cover the costs associated with setting up the pool heater (such fee to be paid prior to the heat being turned on). Excessive use of electricity (such as running the air conditioning with doors open) will be charged to the Guest at the Owner's discretion. All related call-out and repair charges for inappropriate use of the air conditioning system (such as running below the allowable minimum temperature) will be at the sole responsibility of the Guest.
- 3.1.6. You will allow a reasonable time for any required repairs or maintenance to the pool, heating, electricity, and other major utilities. Major equipment i.e. air conditioning, pool equipment, boiler, etc. will often require specialised maintenance personnel and the Guest will allow a reasonable time period for any such required repairs or maintenance.
- 3.1.7. Call outs of the Management Company or other services that are considered by the Owner to be unreasonable or vexatious.

#### **4. DATA PROTECTION**

- 4.1. The Owner is the 'Controller' and the Guest is the 'Processor', each as defined under the Data Protection Legislation. You have right to make a complaint at any time to the Information Commissioner's Officer, or ICO, but we would appreciate the opportunity to address any concerns before you do so.
- 4.2. We may collect, use, store and transfer different kinds of personal data about you, which fall into the following categories:
  - 4.2.1. Identity Data: includes first name, last name, username, marital status, date of birth and gender;
  - 4.2.2. Contact Data: includes address, telephone number, and email address;
  - 4.2.3. Financial Data: includes bank account and payment card details;
  - 4.2.4. Marketing and Communications Data includes your preferences in receiving marketing from us and third parties, as well as your communication preferences.
  - 4.2.5. We may process some special categories of personal data, but only when you have explicitly consented for us to do so.
- 4.3. Where we need to collect personal data by law or to perform under this Agreement, and you do not provide that data, we may have to cancel the Agreement (though we will notify you if this is the case at that time).

- 4.4. We use different ways to collect data from you, though it will primarily be through direct interactions when you contact us through social media, email or otherwise.
- 4.5. We will only use your personal data when the law allows us to. Most commonly, we will use your data where we need to perform the Agreement, where it is necessary for our legitimate interests, or those of a third party and your interests and fundamental rights do not override those interests, or where we need to comply with a legal obligation. The following chart shows how we will use your data, for what purpose and the legal basis for doing so.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a Guest	(a) Identity (b) Contact	Performance of a contract with you
(a) To Manage payments, fees and charges (b) To Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business or Property	(a) Identity (b) Contact	(a) Necessary for our legitimate interests (b) Necessary to comply with a legal obligation

- 4.6 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We limit access to your data to people who have a need to know, and they will process your personal data on our instructions. Any third parties will be subject to a duty of confidentiality. If there is a suspected data breach, we will notify you and any applicable regulator where we are legally required to do so.
- 4.7 We will only retain your personal data for so long as reasonably necessary to fulfil the purposes it was collected for, such as to satisfy any legal, regulatory, tax, accounting or reporting requirements. We keep your data for up to 14 days after the check-out date. However, we may retain your data for longer in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect of our relationship with you.
- 4.8 Under certain circumstances, you have certain rights in relation to your personal data.
- 4.8.1 You have the right to request access to your personal data and request any correction or amendment of the personal data we hold about you.
- 4.8.2 You may ask us to delete or remove personal data when there is no good reason for us to continue to process it (though we may not always be able to comply to this request due to specific legal reasons).
- 4.8.3 You may object to processing of your personal data where we are relying on a legitimate interest and there is something which makes you want to object as you feel it impacts on your fundamental rights and freedoms. You may also object where we are processing your data for direct marketing purposes.
- 4.8.4 You can ask us to suspend the processing of personal data if you want us to establish the accuracy of the data, where our use of the data is unlawful but you do not want us to erase it, where you need us to hold the data even if we no longer need it but you will use it to establish, exercise or defend legal claims; or you have objected to our use of data but we need to verify whether we have overriding legitimate grounds to use it.

- 4.8.5 You can request the transfer of your personal data to a third party and will do so in a format that is commonly used and machine-readable (provided this data is that which you initially provided consent for us to use or where we used the information to perform a contract with you).
- 4.8.6 You can withdraw consent at any time where we are relying on your consent to process your personal data, but we may not be able to carry out an agreement with you.

## **5. CHANGES TO BOOKING AND RENTAL RATES**

- 5.1. The Owner will try to accommodate changes to the booking wherever possible but cannot guarantee availability of the property for any requested date changes. The Guest agrees to pay any difference between previously agreed rates and those prevailing for the proposed alternative dates.
- 5.2. The Owner may make minor changes to the terms of the Agreement to reflect changes in relevant laws and regulatory requirements, and to implement improvements.
- 5.3. No changes to the booking will be deemed to have been accepted until a new Booking Form has been signed by the Guest and formally accepted by the Owner and any additional deposit or other payments or administrative fees have been paid and cleared.
- 5.4. The Owner reserves the right to amend the rental rates of the Property in the following circumstances:
  - 5.4.1. Prior to confirmation of a booking
  - 5.4.2. Where a clear error has been made
  - 5.4.3. Where sales, tourist, local or other tax rates have been changed from the date of booking.
- 5.5. For bookings in Sterling (GBP), if the GBP/US Dollar (USD) exchange rate at time of the final payment has changed by more than 10% compared to the exchange rate applicable at the date of Booking the Owner reserves the right to amend the rental rate accordingly.

## **6. SECURITY DEPOSIT**

- 6.1. Subject to the following provisions, the Security Deposit will be refunded within 5 days after an inspection of the Property is carried out once the Guest vacates the premises:
  - 6.1.1. The cost of any repairs or replacements or additional cleaning as required after the inspection or any other additional costs incurred due to the acts or conduct of the Guest will be deducted from the security deposit before its refund;
  - 6.1.2. The cost of additional day charges as per 3.1.3 is deducted;
  - 6.1.3. Should the cost of any repairs or replacements or any other additional costs incurred due to the acts or conduct of the Guest exceed the value of the security deposit, the Owner will notify the Guest in writing and, upon request, will provide the Guest with an itemized list. The Guest shall pay the balance within 14 days of being notified.

## **7. LIMITATION OF LIABILITY AND INDEMNITIES**

- 7.1. The Guest indemnifies the Owner and its agents against any claim which may arise as a result of this holiday letting or any breach of these Terms.
- 7.2. The Owner shall be responsible only for any foreseeable loss and damage caused by the Owner.
- 7.3. Neither party excludes any liability for death or personal injury, for fraud or fraudulent misrepresentation, or where it is unlawful to do so.
- 7.4. The Owner is not responsible for:
  - 7.4.1. cancellation or unavailability of any flights, other transportation or amenities in the area such as theme parks or other local services;
  - 7.4.2. early termination of the booking due to the Guest's own personal circumstances (such as work obligations or family emergencies); andIn any event, any such cancellation or unavailability will have no impact on the obligations of the Guest under the Agreement and no refunds will be given.
- 7.5. As the Property is made available strictly for private, non-commercial use, the Owner does not accept any liability for business losses.
- 7.6. The Owner fully disclaims and excludes all responsibility for any action taken by the local Home Owners Association (HOA), community organization or law enforcement authorities against the Guest for violation of the local rules, including but not limited to the issuance of tickets or fines.

- 7.7. The Guest should take out travel or holiday insurance to appropriate levels and scope. Failure to do so could mean that you are responsible for any losses you incur due to cancellation or any other event or circumstance that arises. Insurance should be in place for the whole duration of your stay.
- 7.8. The Guest is solely responsible for ensuring all travel documents are in place prior to travelling to the Property, including but not limited to obtaining appropriate visas or other required travel authorisations. Guest also notes and agrees to any requirements set out in Schedule 2.
- 7.9. Medical costs are expensive in the USA, and you should ensure you have sufficient insurance cover for accident or illness. We will not be able to assist with such costs.

## **8. TERMINATION**

- 8.1. The Owner may, at any time and without any liability, end the contract if:
  - a. The Guest does not pay all fees in full on the date due as set out in the Booking Form, the Guest remaining liable for said unpaid fees; or
  - b. The Guest is in breach of any of the provisions of this Agreement.
    - i. The Owner reserves the right to ask the Guest to vacate the property and/or forfeit their Security Deposit.
    - ii. Any refund in such circumstances is entirely at the discretion of the Owner, and the Owner will have no further liability for termination.
- 8.2 In the event a Guest leaves an item behind, every reasonable effort will be made to contact the Guest for return at the Guest's cost. The Owner will make reasonable efforts to keep the item safe but is not responsible for the condition of the item on its return. If the item remains unclaimed for more than 60 days, it shall automatically become the property of the Owner.

## **9. GENERAL TERMS**

- 9.1. The Owner and its agents accept no liability whatsoever if any cancellation becomes necessary due to any event, circumstances or causes outside the control of either party, including but not limited to: war, threat of war, riots, civil commotion, terrorist activities, interruption or failure of utility service, non-performance by third party suppliers to the Property, industrial disputes, natural and nuclear disasters, actions by government (whether state, local or federal), fire, flood, adverse weather conditions, Acts of God, pandemic or epidemic, or any loss of main services or failure of appliances or equipment, or for the consequences of actions or omissions of persons who control supply of mains service, or any actions taken in the vicinity of the property by any authority over which there is no control by the owners.
- 9.2. If any provision of this Agreement is illegal, invalid, or unenforceable, this shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- 9.3. No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy.
- 9.4. This Agreement constitutes the entire and only agreement between the party with respect to its subject matter.
- 9.5. Except where otherwise expressly stated in the Agreement, no other person or entity shall have any rights to enforce any terms of the Agreement.
- 9.6. You cannot transfer the Agreement to anyone else without our consent. We can transfer our rights and obligations under these terms to another party, though we will let you know beforehand.
- 9.7. If we cannot satisfactorily resolve any complaints that you have, you are entitled to participate in mediation with the mediator of our choice. All costs of such mediation will be shared equally between the parties.
- 9.8. The Agreement shall be governed by and construed in accordance with the laws of England and any dispute or claim arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

## **SCHEDULE 1 - HOUSE RULES**

### **Pool and Barbecue (BBQ)**

1. Glass or ceramics is not permitted by the pool area.
2. Children must not be permitted to use the pool unaccompanied, and a pool guard fence is provided for extra security, please leave in place if you feel it necessary for your family.
3. Children must be always supervised by an adult. As there is no lifeguard on duty, use of the pool is at your own risk.
4. Tampering with the pool heating equipment could result in forfeiture of your security deposit and the Guest shall be responsible for any additional charges associated with pool heating (including call-out and repair charges).
5. If the Guest has any questions about operating the pool, they should contact the Management Company.
6. From October to April, pool heat is recommended, and should be requested prior to arrival. The Owner reserves the right to charge a call out charge of £30 if pool heat is requested after arrival. Additional fees for use of the pool heater must be paid in full before the heater is turned on.
7. It takes between 24-48 hours for the pool to become heated after being turned on. The pool will heat to 10 degrees above the ambient air temperature, up to a maximum of 88 degrees Fahrenheit. Pools will cool overnight, so the pool cover (if available) should be used anytime the pool is not in use. If the ambient air temperature is too cool for the pool heater to work, the Owner is unable to refund any payment of fees associated with the pool heater.
8. Any pool toys including inflatables used by the guests, whether purchased by them or already at the villa are used at the guests own risk. We do supply beach towels for you to use at the pool or waterparks.
9. A gas barbecue can be rented directly from the management company for \$70 per week if returned cleaned, \$95 if agreed in advance and returned without cleaning. If returned uncleaned under the \$70 option, the management company will add a surcharge of \$100. Please advise us or the management company on your arrival and one will be delivered for you. We do provide an electric Ninja BBQ for guests to use, please ensure its cleaned after use.
10. It is against Florida law to use the gas barbecue within the screened pool enclosure; it must be positioned outside the screened enclosure away from the house. Any damage to the house or the pool screen caused using the barbecue will be chargeable and deducted from your security deposit.
11. If a BBQ is rented by the Guest from an outside source, it is the Guests responsibility to have it delivered and picked up prior to the Guests departure. The Guest will be responsible for ensuring that the area the BBQ is kept on is clean after it is uplifted.
12. Any costs incurred by Owner should the provisions of this Pool and Barbecue (BBQ) Clause not be adhered to will be the responsibility of the Guest and deducted from the Security Deposit.

### **Parking**

1. The West Haven Community Association does not permit any truck, van, boat, trailer, recreational vehicle, commercial vehicle nor any other non-passenger vehicle to be parked at The Sanctuary at West Haven.
2. We can accommodate two vehicles and cars must be parked in the driveway and should not be parked in the street overnight between Midnight and 7am, they may be towed away, and you will have to pay for vehicle recovery from the towing company.
3. Do not park on the lawn as it may damage the sprinklers and cars parked on the grass or overlapping the sidewalk will be subject to towing at any time of day by the Homeowners Association towing company.
4. There are rental and storage facilities for overflow parking off the community at the corner of RT 27 and Ronald Reagan Blvd. They and others in the area will accommodate vehicle storage or overflow parking.
5. Any additional fines arising from a failure to meet these regulations will be deducted from your security deposit.

### **Local Rules**

1. You must be considerate in your behaviour, respect quiet hours and always keep noise levels to a reasonable level as we are based in a residential community.
2. State law prohibits nudity in public or on private property if such nudity can be seen by the public or is visible from other private properties.
3. The Owner accepts no responsibility for any noise, poor behaviour, construction, building or maintenance works from other properties or in proximity to the Property.

### **Air Conditioning**

1. The air conditioning is designed to work between 73 and 78 degrees Fahrenheit. Settings below this range will cause the air conditioning system to freeze up and stop working and cause damages.

2. Guest will be held responsible for all related call-out and repair charges.
3. If the patio doors are left open while the air condition system is on, this may also damage the system.
4. If there are any questions about the operation of the air conditioning system, the Guest should contact the Management Company.

#### **Pests and Wildlife**

1. Florida has a sub-tropical climate and enjoys a variety of wildlife that frequently comes near humans and their residences. Be mindful of this and do not interact with any wild animals, including snakes, that may come on the property.
2. Insects and pests are commonplace, and they are not a cause for complaint or compensation, and do not reflect the cleanliness of the villa.
3. The villa is regularly treated under a pest and termite control plan and access to carry out this treatment may be required during your stay. You will be given notice, in advance, and the pest control company representative may be accompanied by our Management Company representative.
4. Please do not leave food out on counter tops or around the pool area. Any spillages should be immediately cleaned. We recommend that you keep all patio windows and external doors closed as much as possible which will prevent pests from entering the property.
5. For the safety of Guests and others, do not enter ponds, lakes or standing water and do not leave children unattended near standing water, ponds, or lakes, including the conservation area pond set back behind the property.
6. Any damages or costs for pest control services incurred due to violation of the Agreement will be the responsibility of the Guest.

#### **Games Room**

1. The garage has been converted into a games room, and under no circumstances shall any vehicles be parked in the garage.
2. All children must be always supervised by an adult while they are in the games room.
3. A PS4, four wireless controls and many games are provided for your enjoyment. The equipment and games are listed and monitored by the management company after each guest leaves.
4. Any missing games will be charged at \$30 each, controllers at \$40 and the console the full security deposit. Please ensure that all games are replaced back in their covers on departure.

#### **Internet, Television and Telephone**

1. High speed Wi-fi is normally available but the Guest accepts that the Owner is not responsible for quality, strength, or availability of the internet. The password can be found in the guest information pack and house manual or on the router itself.
2. At no point should any pornographic, obscene, offensive, or illegal material be downloaded or saved using the internet connection at the Property.
3. Standard Spectrum cable is included. Either through a cable box or through the spectrum app on the smart TVs
4. The telephone service is provided to meet state and country emergency call requirements, local and US calls are free of charge.
5. If the guest logs into any private streaming services such as Netflix, Amazon Prime, You-tube, etc., the Guest should remember to log out upon leaving the Property. The Owner is not responsible for any subsequent use or abuse of the Guest's personal log-in details for failure to log out of their respective accounts.
6. Any Pay Per View access, or use of other premium channels, will be charged to the Guest's account and deductible from the Security Deposit

#### **Trash and Recycling**

1. Grey and yellow top trash bins must be put out on every Sunday night for collection early Monday morning in accordance with the directions set out in the guest pack
2. Empty bins must be put back behind the screen at the side of the house and not left on the sidewalk as the HOA may impose a fine



3. Any charges resulting from breach of this clause will be deductible from the Security Deposit.
4. No waste may be left beside the bin or left in such a way that the bin is too full to be closed. Excess waste will be subject to a removal fee payable by the Guest.

#### **Security and Fire Alarms**

1. The community gate and door codes will be supplied in the guest information pack.
2. The door code also operates the key lock box in the porch should you need a key in an emergency. Please return the key to the lock box after use.
3. Guests are liable for any costs incurred due to misuse of the security systems, cameras, or alarms, including attendance by police or security for a false alarm. Such fines will be deducted from the security deposit.
4. The resort walls, gate and security are the responsibility of the Homeowner's Association and is not in the control of the Owner.
5. The property has fire smoke alarms and carbon monoxide detectors installed. The Guest must immediately notify the Management Company if the fire alarms or carbon monoxide detectors 'chirp', have a low battery or otherwise indicates any likely malfunction.
6. The Property is equipped with night vision security cameras at the front door and front drive for your safety and security and at the side of the villa, to monitor pool heating controls and equipment. We reserve the right to retain any CCTV footage, subject to data protection law, for the purpose of evidencing over-occupancy or equipment tampering.

## **SCHEDULE 2 – Covid-19 Notice**

If there is currently a requirement to self-isolate and if you have travelled to Florida from certain areas or countries for 14 days or, if your stay is less than 14 days, then you must isolate for that entire period. Guests should check with the CDC or health department prior to travel. It is the responsibility of guests to research travel restrictions relevant to their circumstances.

Guests arriving to Florida should check their temperatures before arrival and if feeling unwell remain at home and do not travel.

We strongly recommend you pack and bring hand sanitizer and masks as these items are in great demand and short supply. Most stores, Disney World and other theme parks are to open mid-July and require masks to be always worn otherwise you could be denied entry.

Covid-19 is airborne and extremely contagious. Therefore, we recommend that you always wear masks when out and about, stay a minimum of six (6) feet apart from others and wash your hands frequently.

Our home fully complies with all requirements to accept guests per the Florida Department of Business and Professional Regulation and per the CDC guidelines.

### **DISCLAIMER**

**THE GUEST HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER THE MANAGEMENT COMPANY OR OWNERS ACCEPT ANY LIABILITY WHAT SO EVER IF ANY GUEST CONTRACTS COVID-19 WHILE STAYING IN THIS HOME, OR BEING IN FLORIDA. THE GUESTS ASSUME ALL RISKS RELATED TO TRAVELING DURING THE CURRENT PANDEMIC.**

**SHOULD SYMPTOMS OCCUR DURING YOUR STAY, MEDICAL ADVICE MUST BE OBTAINED AND MANAGEMENT COMPANY IMMEDIATELY INFORMED. ALL GUESTS MUST SELF-ISOLATE UPON SYMPTOMS APPEARING.**

## Sunstreams Villa Booking Reservation Form

To be completed and signed by the Party Lead

Party lead print name, address & contact number	Over 25 (Yes or No)
Arrival Date	Departure Date
Accompanying Guest names	Over 21 (Yes or No)

**This Booking Form, together with the standard Terms and Conditions, Property Rules, and any additional Schedules in SV T&Cs 15423 forms the binding Agreement (“Agreement”) between the Guest and the Owner for the holiday rental of the Property as of the Effective Date below:**

Dated:

Signed and agreed by Lead Guest:

Please scan this page and return by email to [sunstreamsvilla@outlook.com](mailto:sunstreamsvilla@outlook.com) or by post.

Agreed by the owner  
Tracey Jones  
16 Chaloner Grove, Grassendale  
Liverpool, L19 0PT

+44 (0)7500 709 468

**Thank you for booking Sunstreams Villa**