

This page (together with the documents referred to in it) are the terms and conditions on which we let 58 Tournament Road, Rotonda, Florida (**Property**) to you. Please read these terms and conditions carefully before booking the Property. You should understand that by booking the Property you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to book the Property from our website www.thvillas.co.uk

1. Information about us

www.thvillas.co.uk is a site operated by Fixlands Limited. We are registered in England and Wales under company number 2156712 and with our registered office at Hamilton House, 56 Hamilton Street, Birkenhead, Wirral, CH41 5HZ

2. Service Availability

The Site is only intended for use by people resident in the United Kingdom. We do not accept orders from individuals outside those countries.

3. Your Status

By placing an order through the Site, you warrant that:

- 3.1 You are legally capable of entering into binding contracts;
- 3.2 You are at least 21 years old;
- 3.3 You are resident in the United Kingdom; and
- 3.4 You are accessing the Site from the United Kingdom.

4. How the contract is formed between you and us

4.1 After completing and sending an online booking form, booking the Property (**Booking Form**), and sending a deposit to us via our website you will receive an e-mail from us acknowledging that we have received your Booking Form. Please note that this does not mean that your booking has been accepted. Your booking constitutes an offer to us to let the Property to you. All bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the booking has been confirmed (**Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Confirmation.

4.2 The Contract will relate only to the booking that has been confirmed in the Confirmation. We will not be obliged to let the Property to you at any times other than

as set out in the Confirmation (**Letting Period**).

- 4.3 On the Booking Form you will provide details of each individual, including children, who are to occupy the Property during the Letting Period (**Named Individuals**). You warrant that each Named Individual is over the age of 21, or is being accompanied by a parent or responsible adult.

5. Your Status

- 5.1 The Named Individuals have appointed you to act as their agent in relation to the booking of the Property for the Letting Period. You warrant that you have been authorised to enter into the Contract with us in relation to the letting of the Property on behalf of each Named Individual.
- 5.2 The obligations expressed or implied in this Contract will be binding on each Named Individual. Each Named Individual will be responsible for the breach of any of their obligations under the Contract and will be jointly and severally liable for such breaches.

6. Holiday letting

These terms and conditions are entered into on the basis that the Property is to be occupied by the Named Individuals for holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. You acknowledge that the tenancy granted by the Contract is not an assured tenancy and that no statutory periodic tenancy (or any analogous tenancy under the laws of Florida) will arise on the determination of the tenancy period.

7. Price and Payment

- 7.1 The cost of letting the Property (**Letting Fee**) will be as quoted on our Site from time to time, except in cases of obvious error.
- 7.2 Your Booking Form must be accompanied by your payment of a non-refundable deposit (**Initial Deposit**). The amount of deposit will be as quoted on the Site from time to time.
- 7.3 The balance of the Letting Fee less the Initial Deposit must be paid to us at least 8 weeks before you are due to arrive at the Property as set out in the Confirmation (**Arrival Date**).
- 7.4 A payment equal to a security deposit (**Security Deposit**) must also be paid to us at least 8 weeks before the Arrival Date. The amount of the Security Deposit will be as quoted on the Site from time to time.
- 7.5 If we do not receive the full balance of the Letting Fee and Security Deposit 8 weeks

before the Arrival Date the Company reserves the right to cancel your booking and to charge a cancellation penalty. Any cancellation penalty will represent a genuine pre-estimate of loss incurred by the Company as a result of any cancellation.

- 7.6 All Payments, which shall for the avoidance of doubt include: the Initial Deposit, the Letting fee and the Security Deposit, must be by credit or debit card. We accept payment with Visa, Mastercard, Eurocard Mastercard, Visa Debit, Delta, Switch & Solo. We will not charge your credit or debit card until we send you the Confirmation.

8. Security Deposit and your Obligations

- 8.1 We agree to repay the Security Deposit to you less any sum that may be due to us from you and/or the Named Individuals as a result of you and/or the Named Individuals breaching any of your obligations under the Contract which includes, but is not limited to:

8.1.1 the cost of repairs and/or replacements of any of the decoration, fixtures or fittings including any furniture, utensils, carpets and effects (**Contents**) at the Property; and

8.1.2 the cost of repairs to the Property itself; and

8.1.3 the cost of any cleaning over and above the cleaning that would be reasonably expected after letting the Property; and

8.1.4 any excessive use of electricity that may be caused by leaving external doors open with the air conditioning on.

- 8.2 Under the Contract you and the Named Individuals agree not to:

8.2.1 make any alterations or additions to the Property or its decorations, fixtures or fittings, or the Contents;

8.2.2 deface the Property or permit or suffer it to be defaced internally or externally;

8.2.3 move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms;

8.2.4 use the Property for any purpose other than a private holiday residence for the Named Individuals up to a maximum of 10 persons only;

8.2.5 do anything on or in connection with the Property that may be or tend to be a nuisance, annoyance or cause of damage to the Property or to any

neighbouring or adjoining property or its owners or occupiers, or allow anyone else to do so;

- 8.2.6 use the Property or any part of it for any illegal or immoral purpose, or allow anyone else to do so;
 - 8.2.7 play any musical instrument or device and allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property after 2300 hours or before 0800 hours;
 - 8.2.8 block the sinks, baths, lavatories, cisterns or pipes in the Property with rags, dirt, rubbish, refuse or other substances, and must not cause any obstruction or blockage in the sinks, baths, lavatories, cisterns or pipes or damage them in any other way;
 - 8.2.9 assign, underlet or part with or share possession of the Property or any part of it;
 - 8.2.10 deliver the Property and the Contents at the end of the rental period clean and tidy;
 - 8.2.11 smoke within the Property; or
 - 8.2.12 allow any pets or other animals onto the Property.
- 8.3 You agree to:
- 8.3.1 keep the Contents in their present state of repair and condition and replace with similar articles of at least equal value any articles that are found to be missing or destroyed or so damaged as to be incapable of being restored to their former condition, subject to reasonable wear and tear;
 - 8.3.2 permit the Company's representative to enter the Property at all reasonable times with all necessary workmen and appliances, upon giving 24 hours notice except in case of emergency;
 - 8.3.3 locking all doors and the Property and activating the security alarm when the Property is unoccupied; and
- 8.4 Subject to the provisions of this clause 8 the Security Deposit will be refunded to you within 2 weeks after your departure from the Property.
- 8.5 In the event that the Property or its Contents, fixtures or fittings is damaged or that any equipment at the Property fails to work you must immediately inform the Company's representative, whose details you will receive by email before you arrive at the

Property, of such damage or failure. We will use all reasonable endeavours to repair any faulty equipment as soon as is reasonably possible.

- 8.6 In the event that any amounts due to us under clause 8.1 will exceed the amount paid to us as Security Deposit, you and the Named Individuals shall be responsible for any such excess amounts and any additional costs.

9. Cancellations

- 9.1 Subject to clause 9.2 we reserve the right to cancel your booking by written notice. If we cancel your booking we will refund you for any monies that you have paid to us and will reimburse you for all reasonable costs and expenses incurred as a result of cancellation of the booking.

- 9.2 If you decide to cancel the booking a letter cancelling the letting should be received by us at least 8 weeks prior to the Arrival Date. Any letter sent to us should be sent special delivery and it is your responsibility to ensure that we receive the cancellation letter. You will not be entitled to receive any deposit which you have paid to us. In the event that you cancel after the 8 week period prior to the date on which you are due to arrive at the Property we shall be entitled to keep a proportion of the Letting Fee which reflects a genuine estimate of the net losses incurred by us as a result of cancellation.

10. Arrival and Departure

The Property is available from 1600 hours on the arrival date specified in the Confirmation. You should ensure that you have vacated the Property by 1100 hours on the date of departure as specified in the Confirmation.

11. Liability

- 11.1 The use of the Property and the swimming pool is at your/the Named Individuals' own risk. You should ensure that children are supervised by a responsible adult at all times.
- 11.2 We do not accept any responsibility for the loss or damage to personal possessions of any person staying at the Property.
- 11.3 We do not accept any responsibility for the death or personal injury of any person staying at the Property save that such personal injury or death arises from the Company's act or omission or its breach of contract or negligence.
- 11.4 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, or for any indirect or consequential loss or damage of any kind

however arising and whether caused by tort, breach of contract or otherwise even if foreseeable.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to Fixlands Limited at [ADDRESS]. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12. Notice will be deemed received and properly served three days after the date of posting of any letter.

14. Transfer of rights and obligations

14.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1 Strikes, lock-outs or other industrial action;

15.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- 15.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 15.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, including closure and congestion of airports, alterations or cancellations of schedules by carriers;
 - 15.2.5 Impossibility of the use of public or private telecommunications networks;
 - 15.2.6 The acts, decrees, legislation, regulations or restrictions of any government;
 - 15.2.7 Adverse weather conditions; and
 - 15.2.8 Building or construction in progress within the community.
- 15.3 Our performance under any agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. Insurance

We strongly advise each Named Individual to ensure that they are covered by adequate travel insurance which carries amongst other things adequate protection against delays and cancellations, adequate personal accident cover and adequate medical insurance for the USA.

17. Suspension of use

If the Property or any part of it is damaged or destroyed by fire, hurricane, or any other occurrence so as to be unfit for habitation or use, the Letting Fee or a fair proportion of it according to the nature and extent of the damage sustained shall be repaid to you until the Property is fit for habitation and use again.

18. Waiver

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

19. Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. Entire agreement

20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

21. Our right to vary these terms and conditions

21.1 We have the right to revise and amend these terms and conditions from time to time.

21.2 You will be subject to the policies and terms and conditions in force at the time that you send a Booking Form to us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Confirmation).

22. Law and jurisdiction

22.1 This Contract will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

22.2 The Named Individuals agree to comply with Florida State law at all times during their stay at the Property.