

Terms and Conditions

2281 Crofton Ave., Davenport

Please ensure you (hereafter called the Guest) read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called to Owner) for clarification before you make a booking.

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. Gas, Water and Electricity.

NOT included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance d) Pool Heating e) Damage Deposit

Distance Selling Regulations.

Cancellation rights will last for seven working days, counting from the day after the contract (booking) is confirmed.

- Bookings are valid after:
 - The appropriate deposit has been paid and
 - The booking has been confirmed in writing or email by the Owner to the Guest.
- The person, who completes the Booking Form, certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The person must be a member of the party occupying the property and must be 28 years or over. Photo ID is required before check-in. Bookings cannot be accepted from parties of young people under 28 years of age. A full list of guest is required before check-in.ps
- To confirm a booking a **down payment** of 25% of the rental cost is required, which is non-refundable. The balance must be paid ten weeks prior to the commencement of the holiday along with a refundable Security Deposit (\$650/£500) will be returned to the Guest within 28 days after the completion of the holiday as long as any key(s) are returned and no damage or loss is reported by the Owner's Management Company. If damage is reported then we reserve the right to claim this off the Guest.
We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply.
In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10/\$15 to cover the bank charges and our administration costs.
- Cancellation** - If the Guest wishes to cancel the booking you should advise immediately by Email followed by a telephone call. Below is a guide to our cancellation charges.

Period Before Departure When Notice Of Cancellation Is Received	Percentage Of Total Booking Price
70 days or more	Loss of deposit
69 - 63 days	30%
62 - 49 days	50%
48 - 29 days	70%
28 - 15 days	90%
14 - 0 days	100%

5. In the event of the UK or US Government apply flying restrictions due to COVID prior to balance of booking being paid, the deposit will be refunded in full. Otherwise, cancellation charges in the table at para 4 above apply and we **recommend your holiday insurance covers any cancellation fees.**
6. In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described will be available.
7. The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss)
 - a) To take good care of the property and to have the property in the same state of cleanliness and general order in which it was found. The Management Company will be entitled to make an additional charge to the customer if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Guest's departure.
 - b) To report any damage or loss **immediately as it is discovered** to the Owner's Management Company in Florida. This will enable us to deal with any problems as soon as possible and a quote for repair/replacement can be arranged whilst you are at the property rather than deducting it from your damage deposit.
 - c) Guests are liable for the cost of an engineer call out where there is no fault found.
 - d) To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary.
 - e) Not to sublet or share the property except with persons nominated on the Booking Form.
8. No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.
9. The property is available after 4pm on the day of arrival and must be vacated by 11am on the day of departure. Should you wish to extend your stay or enquire about a late check-out this may be requested at least 24 hours prior to departure (11am previous day). If our cleaners are unable to access the property due to any unauthorised late departure we reserve the right to levy a \$100/£80 cleaner re-scheduling fee. This will be charged against your damage deposit.
10. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).
11. The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.
12. Pool. An additional fee will be levied if the Guest requires the pool to be heated during their stay. Guests may use the swimming pool at their own risk. They should always observe the safety rules listed in the Information and Safety Book held in the home and observe the pool safety notice displayed in the pool area. **Please note:** Do not attempt to touch the pool heater equipment. This can only be operated by the pool company or one of our employees. Touching this equipment in any way will result in a fine of \$300 plus repair bill if broken.
13. The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for Guests to be out of the pool for a period of 12-24 hours for safety reasons.
14. As owners of the property, we, our servants or agents, 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, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control.

15. The maximum occupancy is 14, this is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all moneys paid will be forfeited and you will be asked to leave the villa immediately without further compensation.
16. Strictly no pets or smoking are allowing in the villa at any time. Please note that contravention of the above will render your booking void and all moneys will be forfeited. An extra cleaning cost of \$500/£400 will also be levied and you will be asked to leave the accommodation immediately.
17. Our home is situated in a quiet residential area consisting of a mix of rental homes/US families. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours. We are unable to accept 'parties' in any of our homes. Disturbances which require security or law enforcement intervention carry a fine of \$500 or more and you will be evicted from the home. All rental payments and the damage deposit will also be retained.
18. Liability and Loss of Visitor Property.
The owner does not accept any liability for the loss of guests' property. Lost property will normally be disposed of if it is not collected within 7 days, and a reasonable charge may be made to cover administration and to cover the costs of storage and handling of lost property.
19. Complaints: We sincerely hope you do not have any! ...But in the unlikely event that you wish to register a complaint during your holiday, contact the property management company immediately and follow this up with an Email. Give a copy to them and send us a copy on your return. Unfortunately we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.
20. BBQ
If you have hired a BBQ it will be delivered to you with a full bottle of gas, utensils can also be hired for a cost of \$10/£8.
It is against Florida law to use the BBQ within the screened pool enclosure; it must be positioned outside of the screened enclosure away from the house. Any damage to the house or the pool screen caused by use of the BBQ will be chargeable, and deducted from your security deposit.
21. Alarm & Security
To ensure your own safety and that of your belongings please remember to lock all windows and doors and set the alarm, if provided, before you leave the property or retire for the evening. Please use door guards and patio locks. Please do not allow strangers/contractors into the property unless prior arrangements have been made; please call the Owner's Management Company for verification.

Our home has the benefit of an alarm, you MUST use this. The alarm code will have been supplied to you with your directions please keep this number safe but do not leave it in the property. The alarm is monitored and false alarms are chargeable to you the renter if the police are called as the County Sheriff imposes fines on the home owners for false alarms. The charge is \$50/£40 and will be deducted from your damage deposit.

22. Trash
It is your responsibility to ensure that the trash is placed outside the home on the required days (details of which will be in the property). Garbage collection can be very early in the morning. It is therefore recommended that you put the garbage cans out the night before. If doing so please ensure the lids are secure to avoid tampering by the wild animals and birds.

The garbage can should be left at the bottom corner of the driveway. It is imperative that the cans are returned to the side of the garage or the bin enclosure at the side of the home on the same day to avoid fines by the home owner's association. If your day of departure is not the normal collection day then please

leave garbage neatly bagged next to the bin. It will be collected later that day. Failure to do so will result in a \$50 charge made against your security deposit.

23. Toilets

Florida drainage/toilet systems cannot take anything other than a minimal amount of toilet tissue. If an emergency call-out is required to clear a toilet that has been blocked through misuse this will incur a charge to you.

24. Vehicles/Parking:

Vacation rental communities do NOT allow parking on the road. Commercial vehicles, recreational vehicles, trailers, self-propelled motor homes and boats are only allowed to enter temporarily for loading and unloading. Motorcycles and Golf carts are not allowed at the villa. Vehicles parked in violation of the parking rules are subject to immediate towing.

25. Leaving the home.

Professional cleaners are employed to clean the home after you have vacated, it is a condition of your occupancy that you leave the home in the condition you found it.

- All dishes should be cleaned and stored away or at least placed in the dishwasher and the dishwasher turned on.
- All used towels and laundry should be gathered together and placed in or adjacent to the laundry room.
- All open, partially-used or perishable foods should be removed from the refrigerator, freezer and cupboards and placed in sealed bags in the trash can.
- The pool deck should be left as it was when you arrived, please do not leave food, pool toys or trash lying around the pool area.
- The cooker and microwave should be left in the same condition as they were found when you arrived.
- Any damages (including stains on the carpets, towels or bedding) must be reported to Orlando Holiday Management before departure.
- Check all drawers and closets for personal belongings as we do not accept any liability for items lost or left behind.
- Turn off all lights, TVs and appliances
- Lock windows and patio doors
- Turn on Security Alarm
- When exiting please ensure that you key in your exit code to confirm your departure, failure to do so could result in a late check-out fee of \$50 being deducted from your damage deposit.

Failure to comply may result in an additional cleaning charge being made.

IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR.

Please note all prices and charges in this document are liable to change without notice.