

Terms and Conditions

Renting out the villa requires us to advise you of some terms and conditions.

Recital

Stephen and Carmella Perkins (herein after referred to as **we, our, or "Owners"**) offer short term rental of the villa at 1214 Golf Course Parkway, Davenport, Florida, 33837 (the "**Villa**") to the person named as the lead person on the booking form or the applicable rental site (herein after referred to **you, your, or as "Guest"**).

1: Making a Booking

A booking can be made in several ways; by email, on the phone, through a rental website that we subscribe to.

Reservations will be confirmed upon payment of a non-refundable 25% deposit of the standard advertised booking value on our website at <http://www.orlandovillawithpool.com/#!rates/c1zvj> and by:

1. A submission of a completed Booking Form (by ticking the box "I agree") or
2. By completion of a Renter Details Form and accepting the terms and conditions when reserving the villa directly through a rental site to which we subscribe).

Note the importance of completing the details of those visiting the villa. This is Florida state law and must be adhered to.

2: Final Payment

Final payment of all rental charges, including the stated security deposit and any requested extras at the time of quotation or reservation must be received by the Owners, or paid through one of our rental sites no later than 60 days prior to the first night of occupancy. In the event of a late payment we reserve the right to apply a late payment charge of \$20 per day. If any balances are still outstanding with less than 45 days prior to the first night of rental then the Owners reserve the right to cancel the booking and cancellation penalties will apply.

The Owners have the right to re let the villa if the final payment is not received by the 59th day prior to the first night of rental. The Owners will attempt to advise renters in advance if this right will need to be invoked.

In the event that a booking is made less than 60 days in advance then the full payment will be made at the time of booking.

3: Booking Changes

If you need to change your booking after confirmation (e.g. arrival or departure dates, mid stay maid service, change the people who are registered to stay at the villa, etc.) you must write, phone, email or enter the request in the rental website. We will try to meet your requirements wherever possible. If you add people to your booking, they are added on the understanding that they have accepted these terms and conditions. The Owners reserve the right to charge cancellation fees if the number of nights booked is reduced or dates are changed. You are also required to inform us if any people are deleted from your party so that we can keep the records accurate to meet Florida law.

4: Cancellations

Please take note that the reservation deposit is non-refundable.

Provided that we receive signed written notice of cancellation (or in the case of cancellation through the rental website where you have a subscribed log in) not less than 60 days prior to arrival date, the

Guest will not be liable to pay the full balance. It is the responsibility of the Guest to ensure that the notification reaches the Owners. The Owners will acknowledge receipt by email.

If the Guest cancels in less than 60 day prior to the arrival date then the guest is liable for the following

- 30-59 days - 50% of the total cost
- less than 30 days – 100% of the total cost.

5: Rental Rates

The Guest is responsible for the total rental price of the property and defined in the Booking Form, or in the case of booking through a rental website, the quote against which you have placed the booking.

The Owners reserve the right, at any time prior to acceptance of a booking, to amend the rental rates applicable to the Villa. Once the booking form has been confirmed the cost of the rental will be fixed, subject only to changes in the rental cost, the sole discretion of the Owners, in the following circumstances.

A: Where a clear error has been made on the Booking Form, or

B: The Sales and Tourist rates are changed from the current total of 12%.

6: Party Size

The maximum capacity of the villa is 8 people plus one infant under the age of 3. Persons under 25 years of age must be accompanied by parents or responsible adults. Same gender parties must notify the Owners at time of booking and obtain approval from the Owner.

If persons not listed in the booking form are to visit the property and use the facilities then approval must be obtained in advance from either the Owners or the Management Company. At no time can these guests stay overnight. The Owners reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void, with the requirement to vacate the Villa immediately, no compensation will be paid and the security deposit forfeited.

The Villa cannot be sub-let and only the persons shown on the booking form are permitted to stay in the Villa.

7: Smoking and Pets

For the safety and comfort of all our guests smoking is not permitted inside the Villa at any time and no pets may be brought into the villa or the pool area. Noncompliance with these terms will result in the forfeit of the security deposit and you could be asked to leave without refund. The Villa is licensed by the Florida State's Hotel licensing authority as a non-smoking building and compliance is mandatory.

8: Insurance

You agree that as a condition of these terms you will ensure that all members of your party are covered by travel insurance which covers adequate protection against delays, cancellation and medical cover for the U.S.A in addition to cover for their personal belongings and luggage.

9: Check in and Check Out

Unless otherwise notified, the property is available for access from 16:00 on the first day of rental. Check out is at 10:00 am on the day of leaving. Note on checking out you are required to enter the following 6 digit Exit Code 345678*. If this is not entered then you may be liable for a late stay charge which will be taken from your Security Deposit.

10: Returnable Security / Damage Deposit

Your agreement of these terms include acceptance to pay for any damage of any kind caused by the occupancy of the Villa. Please check the Villa on arrival and report any damage or carpet marks to the Management Company within 24 hours of arrival. If this is not done then there is a risk that cleaners could raise the problem as being caused by you. The cost of repairs and/or replacements will be deducted from your security deposit prior to the return of the balance. The security deposit will be fully refundable 3-4 weeks after your departure from the Villa provided there are no claims against it.

Claims include, but are not limited to:

- Leaving the dustbin by the roadside overnight after collection day (see details in welcome pack at the Villa)
- Leaving your car in the roadside and not in the drive.
- Pay per view costs
- Additional costs caused by guests misuse of equipment
- Overriding the default pool heating temperatures
- Excessive cleaning costs, or excessive use of electricity caused through leaving external doors open with air conditioning on).

The Guest will be responsible for all additional costs which exceed the security deposit any additional sums must be paid within 14 days of your receipt of an invoice setting out these additional items. The above claims are not intended to cover what is considered normal wear and tear.

11: Owners Access

The Owners or their Management Company shall be allowed access at any reasonable times during your stay and wherever possible will provide reasonable advance notice.

12: Responsibilities

All persons forming the party of the Guest whether or not they are stated on the booking form are responsible for the care of the Villa and are expected to take reasonable care of it, turning off all unused items, ensuring the pool screen doors are closed at all times, the Villa doors are locked at all times the Villa is unoccupied, the blinds are correctly operated and not shut in the doors.

At the end of the rental period, all utensils, carpets, furnishings, walls and fittings must be left clean and tidy with the bed linen placed in the washing machine and switched on. If removed then the pool security fence needs to be placed into position.

Glass or Crockery is not permitted in the pool area. Plastic plates and cups are provided for use in these areas.

Children must be supervised by responsible adults at all times when using the pool. A safety fence is provided around the pool. Guest may remove this during their stay provided there are no young children. Guests are fully responsible and liable for safety if the fence is removed.

13: Code of Conduct

The Villa is located on Ridgewood Lakes – The Forest, which is a high quality residential community. We ask that nothing interferes with the enjoyment of other holiday makers or residents of the community. The Forest Home Owners Association has strict rules concerning noise especially between the hours of 10:30 pm and 07:30 am.

No vehicles may be parked on the road overnight. No RV's are allowed in the community.

14: Limitation of Liability

Nothing in this clause or these terms will limited the Owners liability for death or personal injury caused by the gross negligence of the Owners.

Subject to the preceding sentence, the Owners (including the Management Company) accept no liability for death, personal injury, accidents, loss or damage, to persons or personal belonging howsoever else caused.

The use of the Villa, its amenities including the pool are at the Guest and their party's own risk.

The Owners and Management Company cannot accept liability for the sudden failure of equipment (including where the pool heater cannot reach optimum temperature due to adverse cold weather conditions) at the Villa but will take immediate and reasonable action to rectify any such failure upon notification by the Guest.

Renters should note that the pool heating system has a thermal cut out feature which switches off if the air temperature drops below 55F (approx 13C). This is an energy conservation requirement of the Florida State authorities.

15: Force Majeure

The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

16: Complaints

In the unlikely event that you have a problem with the Villa, or its facilities, please bring this to the attention of our Management Company immediately so they can investigate and attempt to resolve the issue locally. If you are still dissatisfied with the outcome please send a complaint to the owners within 14 days of returning home.

If you do not bring the complaint to our Management Company's attention, you will not have allowed them the opportunity to satisfactorily resolve your problem – in these circumstances, we will be unable to assist you with your complaint.

17: Governing Law

These terms and conditions are subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts.