**Terms and Conditions**

| **Policy** | **Terms and Conditions Description** |
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| General | The villa is a privately owned home. We, the owners, have made it our responsibility to ensure that this house fulfills all expectations in terms of safety, amenities, comfort, cleanliness and presentation. Considerable time and expense have been spent ensuring that it meets and exceeds the highest standards as a vacation rental property and we ask that in order to maintain these standards all guests exercise due care, courtesy and respect at all times. Day to day maintenance of the villa is conducted by the Property Management Company.  All persons staying in the property are responsible for exercising reasonable care of the house, its furniture, fittings and outside areas. This entails (but is not exclusive to) the locking of all doors and entrances when the property is unoccupied; ensuring that you and all members of your party exercise due care when using the pool, or any appliances and amenities in the house; and that you comply with the terms or instructions set out in both the owner’s and Property Management Company’s literature.  At the end of the rental period, all utensils, carpets, furnishings, walls, fittings, as well as outside pool and deck area must be left clean and tidy. It is the guest’s responsibility to notify the Property Management Company immediately of any sudden equipment failure or breakages so that reasonable action can be taken to rectify the situation. A full inventory is taken before and after each guest’s stay and any items proven to be broken, stolen or recklessly damaged may result in the loss of all or part of the property damage deposit.  It is the guest’s responsibility to read the information brochure provided in the house; to familiarize themselves with the layout and features of the home and of the high standards of presentation of the Community. The Home Owner’s Association can fine guests for violation of any of the following: failure to observe quiet time (21:00-08:00), parking violations, or failure to observe trash (rubbish) collection stipulations. Any fines imposed will be the responsibility of the guest.  By completing and returning our booking form you confirm that you acknowledge and agree to the terms set out within this document. |
| Owners Responsibilities and Limitation of Liabilities | The property owner commits to provide and maintain in good working order the villa for the private and personal enjoyment of the guests for the duration of this contract. The owner commits to correcting in a reasonable time frame any valid shortcomings reported by the guest. The owner’s responsibility is limited to the correction of any faults or defects associated with the villa its contents, and its services.  The property owners and their agent, the Property Management Company, do not accept any responsibility or liability for any accident, injury, illness or damage sustained to any person or their property during the rental period by of the villa and its facilities (including the pool), regardless of how it may have occurred.  The booking contract exists between the owners and the guest and is limited to the rental of the property. The owner is not responsible or liable for acts of omission of third parties (including airlines, car rental companies, golf clubs or others for whom any agency arrangement is implied or in fact).  Nothing in this contract absolves the owners or their agent, the Property Management Company, of their responsibilities or liabilities as defined under Florida Law. |
| Force Majeure | Unfortunately, we cannot be held responsible nor accept liability where we are prevented from delivering our contractual obligations by 'force majeure'. These include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes and other industrial disputes, natural disaster, fire, closure of airports, ports or ferries, quarantine, epidemic, weather conditions, government action or other events outside our control[[1]](#footnote-1). |
| Guests Responsibilities and Liabilities | The guests are responsible for:   1. Respecting these Terms and Conditions; 2. Payment of the funds agreed to; 3. Safeguarding the villa, its contents and services from damage, theft, or abuse; 4. Upon departure ensuring that the villa, all of its contents of the villa and services are left in good working order; 5. Respecting the rules and regulations of the Home Owners Association; 6. Respecting the rules and regulations of the County and Florida State; and 7. Promptly reporting any damage or defects to the Property Management Company. |
| Payment | A non-refundable Booking Confirmation Deposit of $300 is required upon booking. The balance is due 8 weeks before arrival date at the villa. If booking is made less than 8 weeks before arrival, then full balance is due immediately. |
| Cancellation | Should it become necessary for your party to cancel the booking, we ask that it be done in writing and signed by the party leader. The cancellation will become effective from the date it is received in our office. Cancellations are subject to a charge detailed below as a percentage of the total amount due dependent on the time you cancel.  Cancellation notice given:  8 - 6 weeks 40% of full amount\*  6 - 4 weeks 80% of full amount\*  4 - 0 weeks 100% of full amount\*  \*If an alternative rental is found for the cancelled dates we will refund all monies less the initial deposit. |
| Property Damage Deposit | Clients are liable for **all** damage, missing items and any other charges incurred irrespective of cost including, but not limited to, telephone calls outside North America, excess electricity, repairs and replacement items of any nature including breakages, special or unexpected cleaning or other services caused by a guest. We reserve the right to refuse or terminate a booking at any time if guests fail to observe our conditions, the requirements of the Home Owner’s Association or any applicable Florida or Federal laws. These conditions are superior, and in addition to, the booking conditions of any other agent or representative. |
| Occupancy check in / check out , late check out | The villa will be available for your occupancy at 4:00 pm on the first day of your confirmed arrival. You are expected to depart by 10:00 am on the last day of your confirmed rental period.  **Late Check Out**  We will try to accommodate late check outs whenever possible. The late check out charges are as follows:   * 1pm check out - $35 USD + Florida Sales Tax * 4pm check out - $50 USD + Florida Sales Tax   Unfortunately, if we have guests arriving the same date as you depart it may not be possible to offer this option. We must provide the cleaning staff with adequate time to professionally clean the home.  As an alternative, the [Hyatt Hotel](http://orlandoairport.hyatt.com/hyatt/hotels/index.jsp?null) at the Orlando Airport offers day-use rooms for a nominal charge.  Available from 10 am to 6 pm daily, these special guest rooms are ideal for families looking to keep their children comfortable and entertained while waiting for a flight.  **Early Check In**  We may be able to accommodate early check ins. If we can, the early check in charges are as follows:   * Before noon - $50 USD + Florida Sales Tax * After noon - $35 USD + Florida Sales Tax   Unfortunately, if we have guests departing the same date as you arrive, it may not be possible to offer this option, as the cleaning staff must have adequate time to professionally clean the villa. |
| Smoking | There is no smoking at the villa. Evidence of smoking will result in forfeiture of the Property Damage Deposit. |
| Pets | Pets are not permitted at the villa. Evidence of pets will result in forfeiture of the Property Damage Deposit. |
| The Pool and Pool Safety | **Now for something very serious and which we cannot stress enough. Florida has one of the worst records for child drowning of 7 years and under. Every year we hear of sad stories where a youngster has been left alone in the pool area for just a few minutes … Please watch your children.**  **Pool Rules:**   * **“Safety Pool Rules” are posted on the Patio and are in the Guest Book – Please ensure that all members of your party read and observe them.** * **No children are to be left un-attended on the pool deck or in the pool.** * **The villa has pool door alarms on all doors. Do not disconnect them.** * **Do not take any glass (bottles or glasses) into the pool area. Broken glass in pools will cost. The cost of removing broken glass from a pool is in excess of $3000.00. You will be assessed the repair cost. Plenty of plastic/acrylic glasses and dinnerware are provided in the villa.** * **Please do not throw heavy balls around in the pool, the pool screens are designed to keep the bugs out, however, they are fragile and will break – you will be assessed the cost of repair.**   **The pool is serviced and tested once per week.**  **A pool is a wonderful amenity but please treat it with respect.**  **By signing this contract you acknowledge that it is your responsibility solely to ensure the safe use of the pool and its equipment by all members of your party,** |

1. The owner recommends that guests obtain travel insurance. [↑](#footnote-ref-1)