

my orlando villa

Rental Terms and Conditions

1. General

1.1 The words 'property' or 'villa' or 'home' refer to the property known as 342 Burford Circle, Davenport FL 33896

1.2 The words 'we', 'us', 'our' and 'the owners' refer to the owners of the property who are Elizabeth Atkins and Graeme Atkins. The words 'you', 'your' and 'the party leader' refer to the party leader(s) as indicated on the completed Booking Form who is/are deemed to be responsible for him/herself and for all others in his/her party while occupying the villa and for any others whom he/she invites into the house during the period booked

1.3 The owners employ the services of a management company to manage the day-to-day running of the property. In the event of any problems occurring during your stay, they should be your first point of contact

1.4 The return of the completed Booking Form and/or receipt of the booking deposit confirms your acceptance of the terms and conditions as set out in this document and shall be binding on all person(s) included in the booking and occupying the premises

1.5 No parties of all male or all female guests who are all under the age of 25 can be accepted. No party leader under the age of 25 can be accepted

1.6 No pets can be accepted

1.7 For the comfort of all guests, the villa and all its outdoor spaces are all non-smoking. A \$250 (£200) fee will be charged for ionisation if smoking in the home is detected during or at the end of your stay

1.8 To ensure your comfort, security and peace of mind, the villa is registered with the Florida state authorities and complies fully with all relevant legislation

1.9 The villa is normally available for occupation from 1600 hours local time on the first day of the booking. Should there be any delay of any sort to this timing, every effort will be made to inform you in advance. On the booking form you are asked to provide a mobile phone contact number for this express purpose

1.10 Departure time is strictly by 1000 hours local time on the day of departure unless otherwise agreed in advance with the Management Company or with the villa owners

1.11 All local telephone calls are free. Guests are not permitted to make other than local calls using the landline at the property

1.12 Bed linen and towels are provided for your needs. You may be charged if any bed linen is damaged to an unusable extent

1.13 The villa's high speed wireless internet is provided free of charge but access is subject to technical availability. Guests must adhere to the Internet Service Provider's (Spectrum) fair usage policy

2. Payment details

2.1 A non-refundable deposit of \$200 (£150) per week of stay or pro rata is payable to confirm your booking. Please note that no booking is considered firm until the full deposit is received and cleared

2.2 Once your deposit has been cleared, we will send you a confirmation of booking and a booking form for completion. It is a condition of booking that the fully completed and signed booking form is received by us

2.3 Payment of the balance is due 90 days prior to your arrival date. Once your final payment has been cleared, we will send you arrival information approximately two weeks prior to your arrival

2.4 If the final payment is not received within 7 days of the due date, the booking shall be null and void and the deposit forfeit

2.5 A refundable security deposit/breakages bond must be paid with the final balance. This is returnable subject to there being no damage, breakages, breach of these terms and conditions or any compromises to the security of the villa whilst it is occupied

2.6 All cheques should be made payable to "Elizabeth and Graeme Atkins"

3. Security/Breakages Bond

3.1 The security/breakages deposit will be returned within 30 days of your departure, provided that the villa Management Company have reported no breakages or damage and that there has been no breach of these terms and conditions. The villa inventory is checked prior to your arrival and after your departure and our property Management Company will advise us of any faults or losses

3.2 There may be additional cleaning costs for spills, stains etc. We retain the right to withhold the security deposit (either in part or full or beyond that) to cover breakages, damage or failure to properly secure the property

3.3 The villa must be fully locked with all doors and windows fully secured each time you leave the property and the intruder alarm must be set. Should the security of the property be compromised because of your failure to secure it whenever you leave, then your stay may be ended with immediate effect without refund of rental monies

3.4 The party leader(s) is/are responsible for any damage to the property or breakages therein or damage to its contents that may be caused by any of the party in the property during your stay. This also applies to items in the inventory. All damage caused or any faults found at the villa must be reported to the Management Company at the earliest opportunity

3.5 We reserve the right to seek compensation from the party leader(s) for any and all damage and breakages caused which may exceed the value of the security deposit within 14 days of receiving notice thereof

3.6 Florida has a sub-tropical climate and care must be taken to ensure that no food is left unsealed. Such items can attract insects very quickly and any added costs for pest control services incurred from lack of care in this regard will be passed to you

4. Safety and Security

4.1 In accordance with Florida state fire regulations, under no circumstances may more than the maximum number of persons identified on the booking form stay at the property. Only those listed on the booking form at the time of booking are permitted to stay overnight. Any unauthorised occupancy by people not in the original party will result in the immediate termination of the rental agreement without refund of monies

4.2 Children under 18 must be supervised **AT ALL TIMES** whilst in the pool area and must under no circumstance remain in the villa without the presence of a responsible adult. A pool safety fence is supplied and should be used if guests have any concerns for the safety of young children in their party. It is a legal requirement that the fence is in place when guests begin and end their stay

4.3 Glass is **NOT** permitted in the pool area and plastic glasses are provided for use outside the villa. Should broken glass enter either of the pools, ensuring its total removal is costly and a charge to cover this will be made

4.4 For the health and hygiene of all in the pool, children wearing nappies/diapers are required to wear two swim nappies - a disposable inner one and an outer reusable one.

4.4 We reserve the right to terminate your stay without compensation where the unreasonable behaviour of any member of the party impairs unduly the enjoyment, comfort or health of others or of neighbours locally

4.5 Guests are not permitted to make any changes to the settings of any equipment in the house. Guests may log into their own video streaming accounts on Smart TVs in the house but it is in their own interests to ensure that they are logged out as they leave

4.6 The air conditioning is locked within a set temperature range to ensure the comfort of guests and to avoid the excessive use of energy. Those not familiar with such systems should know that asking for the temperature of the house to go below 66 Fahrenheit (19C) is likely to cause the unit to seize up beyond repair. The replacement costs of such an item is around £7000

4.7 Guests are asked to ensure that all external doors and windows are closed after use to ensure the efficacy of the heating/air conditioning system in the villa

5. Liability

5.1 The property is privately owned and neither the owners nor their agents accept any responsibility whatsoever for death, personal injury, accidents or loss or damage to personal effects, however caused, as a result of use of the pool and villa. The owners cannot accept responsibility for guests' lost or stolen personal items left in the property during the rental period

5.2 It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa

6. Complaints or Dissatisfaction

6.1 In the unlikely event of a complaint during your stay please contact the Management Company. If the matter cannot be resolved to your satisfaction, you should contact the owner(s) by email or by letter within 14 days of the end of the rental period

6.2 If the problem has not been reported to the Management Company during your stay, we regret that the owner(s) cannot accept any responsibility thereafter

7. Cancellation

7.1 In the event of your party needing to cancel, the following conditions will apply –

- Cancellation notice 90 days or more prior to arrival date = loss of deposit
- Cancellation notice less than 90 days but more than 6 weeks prior to arrival date = 75% of the balance paid
- Cancellation notice of less than 5 weeks = 100% of the total charge

7.2 Deposits are not refundable upon cancellation

7.3 You must ensure that you have comprehensive travel insurance from the date of your booking to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss

8. Cancellation by the Villa Owner(s) or Management Company

8.1 **Force Majeure:** Your booking will not be cancelled by us except in the most extreme circumstances; however, the owner(s) or their agents cannot accept responsibility for or be liable in respect of damage or changes caused by Force Majeure, e.g., strikes, floods, health issues, closure of airports, weather conditions or other events beyond our reasonable control which may make occupying the villa impracticable. In such circumstances, our Management Company will always help by seeking to relocate your booking to a villa of a similar or superior standard if possible

9. Disclaimer

9.1 The owners and their agents reserve the right of entry at any time (this includes such workers as pool maintenance, gardeners etc.). As far as is possible, you will be notified beforehand of any necessary entry inside the property during your stay

9.2 Whilst all information supplied on our website is given in good faith and is deemed to be correct to the best of our knowledge, the information supplied is for guidance purposes only and does not form any part of the booking contract

10. Pool Maintenance and Heating

10.1 The pool and spa are maintained by contractors who service and chemically balance them weekly. Between services it is possible the pool and spa may lose some water or chemicals or, in stormy weather, show signs of dirt. A pool net is provided to enable you to clear any debris in the water. Any major concerns should be reported to the Management Company

10.2 The spa and pool heaters are made up of electrical and mechanical components, which can malfunction. The owners and our management company and vendors will not be held responsible for the failure of the equipment. However, everything possible will be done to remedy any difficulty in this regard as soon as reasonably possible

10.3 Spa and pool heat can be affected by the external temperature, especially during a particularly cool spell of weather. If the heater is found to be operating correctly but not providing heated water due to the temperatures, neither refund nor compensation will be given. If you have requested pool heating, you must report immediately if the pool is for some reason not heated. Should a problem with the pool heater be identified, you will be refunded any pool heating monies from the day you report the problem until it is rectified. No further compensation can be given

10.4 Your attention is drawn particularly to the notes sent to guests renting in the cooler months concerning the efficacy of the pool heating system. You will be charged for any call outs at these times if the heating system is found to be working properly. Spa and pool call outs are only available during working hours. Should guests require attention out of hours that is non-emergency related (i.e., pool not heating) there may be a call out charge of \$50 [£40]

10.5 Spa and pool heating normally starts on the morning of your arrival day. Please note that it can take 24 hours to heat the pool fully. If you do not pre-order pool heating and decide after arriving that you would like the pool heating to be turned on, there may be a fee to do this

11. Charging of Electric Vehicles

The charging of electric/hybrid vehicles using the domestic power supply at the house is not permitted. There are a number of commercial fast-charging points available locally, some of which are free of charge, and we respectfully ask guests to make use of those at all times

12. Parking

The property has space for two vehicles to be parked on the drive overnight and, in accordance with the rules of the community, only standard vehicles are allowed to be parked at the property. Camper vans, motor homes, RVs and similar are prohibited.

Parking on the grass is not permitted at any time as it is likely to damage the grass irrigation system for which a charge will be made. It is also against the rules of the local community. If we receive a notice of violation and fine over the parking rules from the local Homeowners' Association, this will be deducted from your security deposit.

A vehicle tow away policy is in effect. No parking is permitted on the street after 12 midnight. Any cars parked on the street between midnight and 7am are likely to be towed away without prior warning. This also applies to vehicles obstructing any part of the sidewalk/pavement which is an offence against Florida state law. To retrieve towed vehicles a significant penalty is payable to the towing company and the owner has to make their own way to the vehicle pound to reclaim their vehicle

13. Barbecue

A barbecue is available for guest use on request and for which a charge is made. The barbecue may only be used on the paved area outside the pool deck area and must be cleaned thoroughly at the end of your stay. If the house cleaners need to clean the barbecue following a guest stay, then a charge of up to \$250 will be levied

14. Rubbish/Trash

The restrictions on when rubbish bins / trash cans can be left outside are very important – please see the information at the villa regarding collection procedures and ensure the bin is returned to the rear of the villa and out of sight of the road.

Please only put bins out on the evening before a collection day and return them as soon as possible once they have been emptied. Collection usually takes place around 7am but collection days and times can vary with public holidays.

The bins are emptied using a powered arm from the bin lorry. The bin should be placed on the very edge of the sidewalk with the handles **facing the house**. There will be a charge for excessive trash left on your departure.

15 Staying overnight in other US accommodation

It is a condition of booking that you do not stay in any other US hotel or similar accommodation either before or during your stay at the villa because of the prevalence of bed bugs in local accommodation. Costs to eradicate them from properties are significant and can amount to the replacement of all upholstered furniture and soft furnishings at considerable cost

16.Law

This contract is subject to and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of those courts. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

For the latest information, please visit our website at <http://www.myorlandovilla.co.uk> and find the terms and conditions in the 'Bookings' section.

If you need further information, please contact the owners, Elizabeth and Graeme Atkins E-mail: enquiries@myorlandovilla.co.uk Telephone: (0044) (0)1909 482097 or (0044) (0)7956 171715.