

# OrlandoLuxurySunshineVilla.com

## Terms and Conditions of Rental

### **General**

- Financial figures below are shown in UK Sterling. Please contact us for US Dollar prices.
- The signing of the Booking Form or receipt of cheque for deposit by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises.
- No parties of all male or all female guests who are all under the age of 25 will be accepted.
- No pets accepted.
- For the comfort of guests our home is non-smoking, however smoking is permitted on the patio area. Please use the ashtrays provided.
- To ensure comfort, security and peace of mind our home is registered with the State Authorities and are in full compliance with all relevant legislation.
- Stays of 5 nights or less may incur an additional cleaning fee of £50 Sterling
- The villa is available for occupation from 1600 hours, local time.
- Departure time is 10am unless otherwise agreed with the management company or the home owners.
- There are fire alarms situated around the entire villa and pool alarms situated on all doors leading out onto the pool deck. Any tampering of these alarms will result in a deduction of \$50 from your security bond.
- All local telephone calls are free. All other calls are paid for as taken.
- All bed linen and towels are provided for your needs.
- The villa has hi-speed wireless internet access. To take advantage of this you will need to bring your own laptop.

### **Payment details**

- A non-refundable deposit of £100 per week is due within 7 days of your initial reservation, to be sent with the completed booking form.
- On receipt of your deposit we will bank your cheque and wait for clearance, following which we will send out a confirmation of booking.
- Payment of the balance is due eight weeks prior to your arrival date. On receipt, banking and clearance of your parties' final payment, an arrival pack will be forwarded to you 2 weeks prior to arrival.
- A refundable security deposit of £150 must be paid with the final balance (see below for further details).
- All cheques should be made payable to "Deanne and Graham Ambrose".

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Visit our website at <http://www.orlandoluxurysunshinevilla.com/>

Feel free to contact the owners (Deanne Ambrose) in the UK:  
E-mail [deanne.ambrose@uwclub.net](mailto:deanne.ambrose@uwclub.net)  
Telephone **01403 260939**

## **Security/Breakages Bond**

- A refundable security deposit of £150 must be paid with the final balance.
- This security deposit will be repaid to your party by cheque, within 30 days of your departure, providing the local management have reported no breakages and you have returned the key as requested. They check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage, non-return of the key or failure to properly secure the property. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in a charge of \$50 from your security deposit.
- You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately and they will allow you re-entry into the house. Unfortunately you will incur a small charge for their service depending on the call out time (\$25 in office hours, \$100 out of office hours).
- The client is held responsible for any damage or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.
- We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this.
- Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Spoiling and contaminating food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care in this may be passed to you.

## **Safety and Security**

- Due to State Fire Regulations under no circumstances may more than the maximum number of persons identified on the Booking Form occupy the property.
- Any unauthorised occupancy by people not listed will be subject to immediate termination of the rental agreement without refund of monies.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided.

## **Liability**

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa.

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### **Complaints or Dissatisfaction**

- In the unlikely event of a complaint during your stay please contact the Management Company immediately.
- If the matter cannot be resolved, you should contact the owner, in writing, within 14 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company, the owner cannot accept any responsibility.

### **Cancellation**

- In the event of your party needing to cancel, the following conditions will apply.
  - Cancellation notice 8 weeks plus prior to arrival date = Loss of deposit
  - Cancellation notice less than 8 weeks prior to arrival date = 100% of the total charge
- Deposit is non refundable upon cancellation
- Please ensure you have Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.

### **Cancellation by the Villa Owner or Management Company**

- In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However our management company will always help us by seeking to relocate your booking to a villa of a similar or superior standard.
- 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.

### **Disclaimer**

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused.
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, gardeners etc.).
- Whilst all information supplied in the brochure and on the website is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of the contract.

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## **Pool Maintenance and Heating**

- The pool and spa are maintained by contractors who service and chemically balance them weekly. In between services, it is possible the pool and spa may lose minimal 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 are to be reported to the management company.
- The Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. The home owners and our management company and vendors, will not be held responsible for the failure of the equipment, however we will do everything within our power to remedy the difficulty as soon as possible.
- Spa and Pool heat can be affected by the external temperature, especially in the cooler months. 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. You are to report immediately if your pool is not heated. Should a problem be located with a heater, you will be refunded from the day you report the problem with no further compensation.
- Spa and pool call outs are only during working hours. Should guests require attention that is non-emergency related (i.e pool not heating) there may be a call out charge of \$50.00.
- Spa and Pools are scheduled to be turned on on the morning of your arrival date. Please note they take 24hours to heat up.
- If you do not pre-order pool heating and after arriving decide that you would like the pool heating to be turned on, there may be a trip fee of \$15 should our management company not be in the area.

## **Law**

- This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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