

Please ensure you read and understand the following Terms and Conditions. If you have any questions, please do not hesitate to contact us for clarification before you sign them.

BOOKING CONDITIONS

1. All bookings are subject to these Terms and Conditions and receipt of a completed booking form. The completed booking form must be submitted with or prior to the Booking Deposit, or full payment if applicable. The person completing the booking form, and accepting the Terms & Conditions, must be over the age of 21 and has been given the authority to contract on behalf of all the other guests staying in the home. By completing the booking form, He/She agrees to be defined as the 'Lead Guest' and is stating that all persons named on the booking form have accepted these Terms and Conditions.
2. Reservations may be made by telephone, e-mail or on our website. A reservation will not constitute a firm booking until we have received the booking deposit, or full payment if applicable, and we have confirmed the booking to you. We will endeavour to keep any reservations for 3 days only.
3. Home Occupancy is a maximum of 16 persons. Children under 3 years old in a crib are not included in the 16.
4. If your booking date is more than 10 weeks before your arrival date, a Booking Deposit of £100 or \$150 per week booked, will be payable to secure your booking. If your booking date is less than 10 weeks before your arrival date, the full balance is due at the time of booking.
5. Only the persons named on the booking form are allowed to stay in the home. Florida State Law prohibits subletting. Any persons not shown on the booking form will be asked to leave. If any of your party members change prior to your arrival, these changes must be agreed by us, and you must submit the changes in writing, where we will note the amendments accordingly.
6. Bookings made under false pretences, of any kind, will result in the forfeiture of the Booking Deposit and any other payments made, with possible eviction without refund if discovered during your stay.

MAKING PAYMENTS

1. Where advance bookings are made, i.e. more than 12 weeks, and a Booking Deposit has been received by us, an account will be emailed to you 12 weeks before the arrival date. This will list the balance due for the rental charge, plus Damage/Security Deposit (£200 or \$300) and any additional options, e.g. pool heat, you may have requested. This account must be settled, not less than, 10 weeks before your arrival date. Failure to do so may lead to the booking being cancelled and forfeiture of the initial Booking Deposit.
2. Where a booking is made within 10 weeks of arrival date, the full rental payment, plus Damage/Security Deposit and any other charges, e.g. Pool Heat, must be made within **3** days of receiving your booking confirmation email from us.
3. Upon receipt of the Booking Deposit, Part payment or Full payment, a receipt will be emailed to you.
4. Payment Methods – Booking Deposits can be paid by Credit Card with no surcharge. Other partial or full balance payments made by Credit Cards will incur a 3.5% surcharge. Any payments made by Check/Cheque will not incur any surcharge. Payments made by Bank Transfer will incur a £15 or \$25 charge.
5. The owners reserve the right to cancel the booking if payment is not received by the due date.

RENTAL PERIOD

In order to ensure that the home is clean and ready for your arrival, the rental period will begin at 4pm local time on the ARRIVAL date at the home, and ends at 10am local time on the DEPARTURE date. If you have any need to change these times, please inform us before your arrival and we will try to accommodate any request.

ACCESS TO OUR HOME

The Owners, Management Company or their agents shall be allowed access at any reasonable time during your stay.

For the security of your party and the home, do not allow any unidentified visitors to enter the home. If in any doubt please call the Management Company to check the identity and authorisation of any maintenance/pest control or others that may identify themselves as part of the staff.

As outlined in a following section on the Swimming Pool, the pool has a weekly cleaning/maintenance schedule. The pool **MUST** be vacated if the pool company arrive to check and clean the pool. This should only be a minor interruption. The pool staff do not need to gain access to the interior of the home to carry out this maintenance.

The 'Lead Guest' is required to make all members of their group aware that all doors and windows must be locked, including garage doors, the front door and all doors leading to the pool area.

Our home is protected by a monitored security alarm system. The alarm **MUST** be activated whenever the home is left unattended.

It is very important for the security of the home that these instructions are followed, even if the cleaners or anyone else is waiting to gain access to the home. All authorised housekeeping and maintenance staff are in possession of keys and appropriate codes for gaining access to the home when required. If someone does request access while you are still at the home, politely ask the waiting persons to access the villa only once you have left. Then, set the Alarm and lock the doors. Do not give keys or codes to anyone not on your guest list.

VEHICLES & PARKING

In accordance with the Crescent Lakes Homeowners Association rules, no truck, van, boat, trailer, recreational vehicle, commercial vehicle or other types of non-passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on Crescent Lakes. Vehicles parking on, or obstructing the sidewalk (pavement) is forbidden. Fines will be imposed by the Homeowners Association or Sheriff's Officers for any breach of these regulations. The villa owners, Management Company, or agents do not take any responsibility for these Fines.

TRAVEL INSURANCE

We strongly advise that all guests have appropriate travel insurance in force from the time of booking, for the total duration of the trip. Please ensure the policy includes cancellation charge cover. UK, and other non USA guests, are also advised to have a policy that gives adequate medical cover for the USA. Please be aware that if you choose not to take out insurance, you, the 'Lead Guest', will be personally responsible for payment of any cancellation charges which may become due.

FLORIDA CLIMATE

Florida has a tropical climate, which is ideal for both humans, and pests. These are not an unusual occurrence and, for this reason, our home has a monthly pest control program. To help eliminate these uninvited guests we recommend that all windows and doors remain shut at all times and that all opened food is stored in the refrigerator. If you become aware of a pest problem inside the home, sprays such as Raid can be purchased locally. If the problem is more widespread, you must inform our Management Company immediately so that the appropriate treatment can be initiated.

PETS / ANIMALS

No pets or animals are allowed in any of our home at any time.

Although pest control is regularly carried out in our home, it is possible that some may appear. Please note that we accept no liability whatsoever for the presence of any pests. In order to try to avoid these entering our home, please place all unwrapped food in the refrigerator and ensure that the container is adequately sealed. Do not leave sweet food unwrapped. Close all doors, including the garage door, when these are not being used.

CLEANING & TRASH

The home is cleaned and checked prior to your arrival and after you have departed. Should you require mid stay cleaning, this can be arranged and paid directly to us or locally to the Management Company. Although the home is cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. If the home requires extensive cleaning, the owners, their Management Company or their agents reserve the right to withhold any monies from the Damage/Security Deposit to pay for the extra cleaning.

Trash collections are twice per week - the actual days are listed in the owners' manual in the home. The trash must be placed in trash bags and securely tied before being placed in the bins. The bins must be placed at the end of the property's drive, close to the road on the evening before collection - the bins must be returned to the garage by the evening of the collection day. The county can and do impose HEAVY fines for loose trash and bins not returned to the garage. If any member of your party violates the county trash laws the 'Lead Guest' will be liable for any fines incurred.

PC (COMPUTER), WIRELES ROUTER & INTERNET

Our home is equipped with a secure Wireless Internet Router & PC for your use. Whilst we endeavour to have this available for guests, routine maintenance may mean that we have to withdraw it from use at short notice. No liability is accepted whatsoever for this.

We ask that you do not tamper with either the Router or the PC, e.g. attempt to access the secure settings, load any software or download any files from the internet. The PC & Router are checked after every guest leaves the home and you risk losing your Damage/Security Deposit if any tampering is found.

The WEP key for Secure Wireless access is supplied with the final Directions & Key details for your booking.

BBQ USE & CARE

A Gas BBQ is provided in our home for your use and enjoyment. When you arrive the BBQ should already be clean. If it is not, you should report it to our Management Company within 24 hours of arrival, otherwise once you leave and it is found not to be clean, there will be a deduction from your Damage/Security Deposit to have it cleaned.

The BBQ MUST NOT be used in the pool area under any circumstances. **THIS IS FLORIDA STATE LAW.** If any evidence is found on the deck area that emanates from the BBQ, there will be a deduction from your Damage/Security Deposit. Only once the BBQ is cooled down, it should be returned to storage – it must not be returned to storage when it is still hot, as it would prove to be a fire hazard. Any damage that is identified as having being caused by a hot BBQ, will be deducted from your Damage/Security Deposit.

If the BBQ is stolen from outside the storage, it is the sole responsibility of the 'Lead Guest'. The full cost of a replacement will be deducted from your Damage/Security Deposit.

Butane Gas Bottle Care – Extreme care must be taken at all times by a responsible adult when using the BBQ. It must NEVER be left unattended. Children should not be allowed in the immediate area around the BBQ when in use, and they should never be allowed to use the BBQ.

Gas Bottle refill – Two gas bottles are provided for guests convenience, however, it is the guests responsibility to purchase gas for their own use if the previous guests have not left any. Gas bottles can be refilled at most Gas filling stations for about \$20.

The Owners, the Management Company, or their agents take no responsibility, howsoever caused, for any personal or material damage to any guests, or their belongings, while using, or in the vicinity of the BBQ.

SWIMMING POOL - BABY POOL – JACUZZI / SPA

Our swimming pool depth is from approx. 3 feet to approx. 5 feet and the Jacuzzi/Spa is approx. 3 feet 6 inches deep. The pool is cleaned, inspected 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, for safety reasons, it will be necessary for you to be out of the pool for a period of 12-24 hours.

The water in the swimming pool is chlorinated for your benefit, but will stain and bleach fabrics. Before entering the home from the pool area, please ensure that all guests, and particularly children, have dried off as much as possible. Wet clothes and towels must not be placed on floors or furnishings - a clothesline for airing is provided in the garage.

Upon arrival at our home, all guests should note the swimming pool rules and regulations that have been posted in the swimming pool area. These need to be strictly adhered to, for the safety of all guests.

BREAKDOWN : Very occasionally, pool or Jacuzzi/Spa heating, water pump, lighting, or other working parts can break down - in the unlikely event of this happening during your stay, the Management Company will either provide the owed day(s) pool heating at a later time or, if this proves impossible, refund the unused portion of pool heating costs. If the pool or Jacuzzi/Spa pump system or lighting breaks down, this may not be able to be restored without draining the pool. If this is repaired during your stay, please be aware that you may not be able to use the pool for the duration/remainder of your stay, whilst the water is drained, the light(s) or pump repaired and the water restored to normal levels. Pool lighting breakdowns are normally repaired when the home is unoccupied to avoid guest inconvenience.

POOL HEATING : Pool heating is recommended for stays between October & March - there is a 4 day minimum period for pool heating.

Guests are not permitted to adjust the pool heater controls. Any sign of tampering will result in the pool heat being turned off and payment will be forfeited. Any problems with pool heating should be reported to the Management Company immediately.

The pool heating is designed to work only at temperatures above 55F. If the outside air temperature falls below this the pool heating will function at a reduced rate and will not heat the pool sufficiently. The pool heating will only heat the Pool to a maximum temperature of 15F above the ambient air temperature. For example, if the outside air temperature is 70F, the pool will heat to 85F maximum. Our pool heating is set to run at a maximum of 86F. The pool heating is programmed on a timer switch, which will vary between Summer & Winter, to maximise heating the pool efficiently.

THE WEATHER : We have no control over the weather! We are unable to guarantee the water temperature with pool heating as this will depend on the prevailing weather conditions. If you have ordered pool heating, but the weather is warm, no refund will be given, as the pool heat will have been turned on in advance of your arrival.

WARMING UP : If you order pool heating, it will be turned on (between 10am and 4pm) on your check-in day. Depending on the weather conditions the water can take some hours to reach optimum temperature. The Owners, the Management Company or their agents do not accept liability, or compensate for the loss of pool heating or lighting facilities other than as noted above.

GLASSWARE is strictly forbidden in the pool area. Plastic ware is available & must be used at all times in the pool area.

SAFETY : Swimming pools, spas and the surrounding areas are potentially dangerous. Guests are specifically requested not to allow children to use the Baby Pool, Swimming pool, Jacuzzi/Spa or pool/spa area unsupervised, not to swim or use the spa unaccompanied and not to swim or use the spa under the influence of alcohol, medication or other mind altering substances. The Owners, the Management Company or their agents do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the pool, spa and pool/spa area.

There are alarms on all doors leading to the pool/spa area: These alarms must not be switched off, tampered with or in any way disabled. This is a state requirement and can result in a \$5000 fine if not adhered to.

A Pool Fence is also available which should be left erect for the safety and wellbeing of small children.

DAMAGE / SECURITY DEPOSIT

A Damage/Security Deposit of £200 or \$300 shall be provided to the Owners as part of the final payment, or by Credit Card Preauthorization (hold), prior to your arrival. The Damage/Security Deposit will be held until the home has been inspected upon the guests departure. The home will be inspected both before and at the end of each rental. Once it is determined that the home is in satisfactory condition, the Damage/Security Deposit, or the balance thereof, will be issued to the 'Lead Guest' within 14 days of the guests departure. If the Damage/Security Deposit is held by the Credit Card Preauthorization, and no damage is reported, the hold will be released from the Credit Card within 14 days of the guests departure.

The 'Lead Guest' is solely responsible for any damage or breakages, beyond normal "wear and tear", that may be caused to the home and/or to its/their contents, and also for any loss of items in the inventory during their stay. Upon arrival, the 'Lead Guest' should immediately report any damage/issues to the Management Company. Examples of such damage/issues might include, but are not limited to, broken windows or blinds, torn screen on pool screenhouse, burn marks on kitchen worktops, tables or other furniture, appliance problems, major stains, etc.

The 'Lead Guest' is responsible for the safe keeping and return of the key(s) for the home. If the key(s) is/are not returned or is/are lost, the cost of changing the lock(s) will be deducted from your Damage/Security Deposit.

A Nintendo Wii & SONY PlayStation2 (PS2) has been provided in our home free of charge for use by the guests. These systems include the main units (which also serve as DVD players), two controllers each and a selection of games. Guests are responsible for the proper use of the Wii & PS2 systems and their various components. If, when inventory is completed upon guests departure, it is noted that any games or other components of the systems are missing, the cost to replace the missing items will be deducted from the Damage/Security Deposit.

Electrical Surge Protectors are fitted to the larger electrical items, including the Computer, to protect them from electrical surges in the event of lightening. These protectors must not be unplugged, moved or removed from these items or tampered with in any way. You risk losing your Damage/Security Deposit if any tampering is found.

Charges for damages, losses or any maintenance or repairs to the home, equipment, amenities or fixtures, or any cleaning services over and above those normally required to prepare the home for the next guests which are necessitated by misuse or extraordinary uncleanliness, will be at the discretion of the Management Company and will be deducted from the Damage/Security Deposit.

Our home is strictly designated as a "No Smoking" home, and all guests agree to refrain from smoking inside the home. As the garage is used as a 'games room', smoking is also prohibited in the 'games room'. In the event that neutralization of smoke odours from cigarettes, cigars, pipes or other smoking materials is required, or in the event that burn marks from cigarettes, cigars, pipes, or other smoking materials are detected, this will result in the loss of your full Damage/Security Deposit. Additionally, if smoking in the home is observed or detected during your stay, your complete party will be removed from the home, with no refund, and your full Damage/Security Deposit charged.

Accidents do happen and we would ask you report any breakages or damage, however small or large, to our Management Company immediately. This ensures that we can put things in order for you, or the next guests entering the home following your departure, in the way you would expect to find them on your arrival.

IMPORTANT NOTE ON AIR CONDITIONING: Our home is Air Conditioned (AC) throughout for your comfort. A thermostatic control is used to turn on/off heating or AC. The temperature **MUST NOT** be set lower than 74F for the AC, as this will Freeze the unit, and may cause permanent damage. If the unit is frozen, and/or damaged during your stay, you will be charged the full cost of fixing, or replacement of the unit, and any maintenance costs to return the AC to full working order, including any costs that exceed your Damage/Security Deposit amount, and by accepting these Terms & Conditions, you agree to be liable and pay for any of these additional costs.

PLEASE NOTE: In the event that any damage or loss is assessed to be in excess of the amount of Damage/Security Deposit collected, the 'Lead Guest' will be held responsible for full reimbursement of the outstanding amount plus any additional charges and agrees to pay this amount within fourteen (14) days of written notification of such by the Owners.

COMPLAINTS

In the unlikely event that you should have a problem with our rental home(s) or facilities, please bring this to the attention of the Management Company immediately so they can investigate and attempt to resolve the issue locally. If you are still dissatisfied with the outcome, please send the complaint in writing to ourselves and the Management Company within 14 days of your return home. If you do not bring your complaint to the Management Company's attention immediately, you will have not allowed them the opportunity to satisfactorily resolve your problem - in these circumstances, we will be unable to assist with your complaint - we cannot try to put things right for you when you have returned home! Please note however, that we cannot accept responsibility for the actions or omissions of other home owners, any Management Company staff, or their agents. Should you be dissatisfied with our own booking procedures or administration, please let us know immediately so that we can attempt to improve our service to you and others. Please note that none of these provisions affect your statutory rights.

CANCELLATION BY HOME OWNERS

In the event of circumstances beyond our control requiring us to cancel a booking, e.g. including Acts of God, civil disturbances, riots, flood, drought, fire and legislation, refunds will only be made in respect of the booking will be made – No compensation will be made. We will do everything in our power to find suitable alternative accommodation through our Management Company, however we cannot accept any liability whatsoever in respect of any loss or damage sustained by any guest in these circumstances. Furthermore, the owners cannot guarantee that all the facilities described in their brochure or website will be available.

CANCELLATION BY GUEST

Any cancellation must be immediately submitted in writing, and will involve the following cancellation policy.

- 10 weeks, or more, prior to your Arrival – Loss of initial Booking Deposit
- 4 - 10 weeks prior to your Arrival – 50% Refund of the Rental Cost
- 2 – 4 weeks prior to your Arrival – 25% Refund of the Rental Cost
- 0 – 2 weeks prior to your Arrival – NO Refund

Any extras or additional options that have been paid for, and not utilized, e.g. Pool Heat, will be returned in full.

LIABILITY

The Owners, the Management Company, or their agents, do not accept any Liability whatsoever, for death, personal injury (including allergies), accidents, loss or damage to persons or personal effects, or any expenses incurred, by any guest, or any such claim by a third party, as a consequence of actions by the guest(s), howsoever caused, as a result of the use of the home, swimming pool(s) or Spas, including changes caused by Force Majeure. This waiver extends to any person visiting the home, including any people as guest(s) of the guest(s).

The Owners, the Management Company, or their agents, do not accept any responsibility for the sudden failure of equipment or main services in the home. Furthermore, it is possible that some construction work may take place in the area of new homes.

The Owners, the Management Company or their agents do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the swimming pool, baby pool, spa and pool/spa area. Guests are also reminded to exercise care as to the personal safety of themselves, all party members, and the storage of personal effects/valuables.

End of Document

[Terms and Conditions for Orlando Lake Villas](#)