

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

Please ensure you read and understand the following Terms and Conditions. If you have any queries, 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 final payment. The person signing the booking form 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 villa. By signing 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. A booking deposit of £100 or \$150 or €150 per villa, per week will be payable to secure your booking. This payment must be submitted within **3** days of your booking confirmation.
3. Provisional bookings may be made by telephone, e-mail or on our website. A provisional booking will not constitute a firm reservation until we have received booking deposit, and we have confirmed the booking to you. We will endeavour to keep any promise of provisional booking for 3 days only.
4. Villa Occupancy – Maximum of 16 persons per villa (Children under 3 years old in a crib are not part of the 16 people allowed).
5. Bookings made under false pretences, of any kind, will result in the forfeiture of the Booking/Security Deposit and possible eviction.
6. Only the persons named on the booking form are allowed to stay in the property. Florida State Law prohibits subletting. Any persons not shown on the booking form will be asked to leave. However, should 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 amend the booking form accordingly.

PAYMENT

1. An account will be sent to you 12 weeks before the arrival date, showing the balance due for the rental charge, Security Deposit (£200 or \$300 or €300) and any additional options, e.g. pool heat, you have requested. This account shall be settled not less than 10 weeks before date of travel. Failure to do so may lead to the owner refusing the booking and forfeiture of the initial deposit.
2. Where a booking is made within 10 weeks of departure date, full rental payment, plus Security Deposit and any additional options charges, must be sent with your booking form.
3. Upon full receipt of the outstanding balance and Security Deposit, a receipt will be sent to you.
4. The owners reserve the right to cancel the booking if payment is not received by the due date.
5. There will be a £25 / \$40 / €40 charge on all returned checks.

PC (Computer), Wireless Router & Internet

The villa is equipped with a 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 thoroughly checked after every guest leaves the villa and you risk losing your Security Deposit if any tampering is found. It is a condition that you strictly adhere to the villa PC / Router Rules that are displayed by the PC (a copy is available upon request).

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

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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 Villa 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.

BREAKDOWN : Very occasionally, pool or Spa/Jacuzzi 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 Spa/Jacuzzi 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 (but can be ordered for any month, of your choice) and must be requested on the Booking Form - there is a 4 day minimum period for pool heating.

Guests are not permitted to touch 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 only designed to work at Temperatures above 55F. If the temperature outside falls below this the Heating will function only 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 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 and operates between 8.00am and 8.00pm only. **IT IS ESSENTIAL THAT YOU USE THE POOL COVER** when the pool is not being used, if you wish to maintain the pool heating.

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, you will have to pay for ordered pool heating as this will have been turned on in advance of your arrival and no refunds will be given in these circumstances.

WARMING UP : If you order pool heating from your check-in date, we cannot turn pool heating on for you whilst your rental home is occupied by other guests. Pool heating will be turned on (at some time between 11am and 4pm) on your check-in day. Depending on the weather conditions the water can take some hours to reach optimum temperature. Please note that the Management Company nor ourselves accept no liability for compensation 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, 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 and windows 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 well being of small children, unless Adults are in the pool area.

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BBQ

A Gas BBQ is provided 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 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 security deposit. Only once the BBQ is cooled down, it should be returned to the garage – it must not be returned to the garage 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 Security Deposit.

If the BBQ is stolen from outside the garage, it is the sole responsibility of the Lead Guest. The full cost of a replacement will be deducted from your 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 – An additional (spare) gas bottle is provided. If the initial gas bottle runs empty, you may switch over to the spare to complete your cooking. The original gas bottle must be refilled by the Lead Guest. Gas bottles can be refilled at most Gas filling stations for about \$5. If the original gas bottle is found empty on your departure, the cost of refilling + time will be charged to your Security Deposit, possibly up to \$50.

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.

VILLA ACCESS

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

For the security of your party and the villa, do not allow any unidentified visitors to enter the villa. If in any doubt please call the Management Company to check the identity and authorisation of any maintenance/pest control staff.

As outlined in the above section on Swimming Pools the pool has a weekly cleaning 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 villa to carry out this maintenance.

The villa is protected by a monitored security system, this not only acts as a burglar deterrent but is also an Emergency Services alarm. Therefore it is required that the 'Lead Guest' makes all members of their group aware that all doors and windows must be locked, including garage doors, the front door and the 2 doors leading to the pool area and the alarm activated whenever the villa is left unattended.

It is very important for the security of the villa that these instructions are followed even if the cleaners or anybody else is waiting to gain access to the villa. All authorised housekeeping and maintenance staff are in possession of keys and appropriate codes for gaining access to the villa, so lock the door and put the alarm on and politely ask the waiting persons to access the villa. Do not give keys or codes to anybody.

COMPLAINTS

In the unlikely event that you should have a problem with our rental home or its 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 the Management Company staff. 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. Please note that none of these provisions affect your statutory rights - your contract with us is governed solely by English Law and is subject to the jurisdiction of the English courts.

PETS / ANIMALS

No pets or animals are allowed in the villa at any time.

Although pest control is regularly carried in the villa, 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 provided 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 property will be cleaned and checked prior to your arrival and after you have departed. Should you require mid stay cleaning this can be arranged and paid for locally with the management company. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Should the property require extensive cleaning then the owners, Management Company or their agents reserve the right to withhold any monies from the 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 property. 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 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.

SECURITY DEPOSIT

A Security Deposit of £200 or \$300 or €300 per villa shall be provided to the Owners as part of the final payment prior to your arrival, who shall hold said Security Deposit until the premises have been inspected upon the Guest's departure. The premises will be inspected both before and at the end of each rental. Once it is determined that the property is in satisfactory condition, the Security Deposit, or the balance thereof, will be returned to the 'Lead Guest' within 30 days of the Guest's departure.

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

The 'Lead Guest' is responsible for the safe keeping and return of the key for the property. If the key is not returned or is lost, the cost of changing the lock will be deducted from the Security Deposit.

A Nintendo Wii & SONY PlayStation2 (PS2) has been provided 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 Guest's 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 Security Deposit.

Electrical Surge Protectors are fitted to the larger electrical items, including the Computer, in the villa, 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 loosing your Security Deposit if any tampering is found.

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

This rental villa is strictly designated as a "No Smoking" villa, and all Guests agree to refrain from smoking inside the house. 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 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 Security Deposit charged.

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IMPORTANT NOTE ON AIR CONDITIONING: Our homes are 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 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 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 said amount within fourteen (14) days of written notification of such by the Owners.

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

VEHICLES and 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.

RENTAL PERIOD

In order to ensure that the villa is clean and ready for your arrival, the rental period will begin at 4pm local time on the ARRIVAL date at the villa, 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.

CANCELLATION BY VILLA OWNERS

In the event of circumstances beyond our control requiring us to cancel a reservation, e.g. including Acts of God, civil disturbances, riots, flood, drought, fire and legislation, only repayment in full of any Monies paid in respect of the reservation will be made. We will do everything in our power to find suitable alternative accommodation through our Management Company, however we can accept no 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 of the booking must be immediately submitted in writing, and will involve the following cancellation charges.

Before 10 weeks prior to your Arrival –Loss of initial Deposit
4 - 10 weeks prior to your Arrival – 50% of total cost Refund
2 – 4 weeks prior to your Arrival – 25% of total cost Refund
0 – 2 weeks prior to your Arrival – NO Refund

Any extras or additional options that have been paid for, e.g. Pool Heat or Security Deposit, will be returned in full.

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 provided. 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.

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 all other non US guests are also advised to have a policy that gives adequate medical cover for the US. 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.

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(s) 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 villa or pool, including changes caused by Force Majeure. This waiver extends to any person visiting the villa, 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 villa equipment or main services. Furthermore, it is possible that some construction work may take place in the area of new homes.

Upon arrival at the rental villa, all Guests should note the pool rules and regulations that have been posted, a copy of which is available upon request. Guests are specifically advised not to allow unsupervised children into the pool area. Rendering the pool door alarms inoperable on the patio doors leading from the house to the patio/pool area is illegal and strictly forbidden. Guests are also reminded to exercise care as to the personal safety of themselves and all party members. Whenever possible valuables should be left in the Safe provided.

End of Document