

TERMS AND CONDITIONS

These Terms and Conditions are incorporated into and made a part of your Agreement to reserve the accommodation rental. If you book the rental, you are agreeing to be bound by these terms and conditions and acknowledge that you understand them. If you have any questions or need clarification, it is essential you contact us prior to making the booking.

I FINANCIAL TERMS AND CONDITIONS

1. Travel Insurance. It is absolutely essential that you procure appropriate comprehensive travel insurance to cover all risks including, but not limited to, medical treatment, accidents, reparations, natural disasters and other force majeure events and holiday cancellation or curtailment. This reservation is offered to you on the basis that you will procure such insurance and that you will look to your carrier, rather than the property owner, to reimburse you for losses. Failure to procure such insurance shall constitute a full and complete waiver of any right to look to owner for reimbursement.
2. If the Guest wishes to cancel the booking he should advise Orlando Holiday Rental Homes immediately by Email followed by a telephone call. All payments already made will be retained and Orlando Holiday Rental Homes will be entitled to recover, if not already paid, the balance of the hiring charge as follows: Less than 70 days' notice: 100% of the rental charge.
3. If you have booked via a third party then the cancellation policy is Super Strict and no cancellation is allowed once your booking is confirmed. If the guest cancels then any monies paid will not be refunded.

Our Cancellation Policy is super strict and no cancellation is allowed once your booking is confirmed. If the guest cancels, then any monies paid will not be refunded.

4. Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your rental dates.
5. Your rental includes: Accommodation as booked, including services e.g. Gas, Water and Electricity, (excludes pool heating unless otherwise stated).

NOT included in our rental prices:

- a) Flights
- b) Car Hire
- c) Holiday Insurance
- d) Pool Heating
- e) Damage Waiver
- f) Damage Deposit (when applicable)

6. The Lead Party Guest certifies that he or she is authorized to agree the Booking Terms and Conditions on behalf of all persons included in the guest list which they must provide prior to arrival. The Lead Party Guest must be a member of the party occupying the property and must be 28 years or over. Bookings cannot be accepted from parties of young people under 28 years of age.
7. We reserve the right to request proof of identity, such as passport or driver's license. Card payments are only accepted from the Lead Party Guest or a member of the party. All transactions will be subject to passing our verification test as determined by us prior to check in. If acceptable proof of identity is not provided before your check-in date, we reserve the right to withhold access to the property until such is provided, checked and accepted. A refund will not be given for any missed rental period.
8. If you have booked direct with Orlando Holiday Rental Homes then a down payment of 25% of the rental cost is required to secure the booking, which is non-refundable. The balance must be paid ten weeks prior to the commencement of the stay. If your booking is for less than 5 days then a refundable damaged deposit of \$500 is also payable. The Damage Deposit will be returned to the Guest within 28 days after the completion of the stay as long as any key(s) are returned and no damage or loss is reported by the Owner's Management Company. If damage is reported then we reserve the right to claim this as a reduction to the Guest. We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply. In the event of a check not being honored by the bank on which it is drawn we will make a charge of \$15 to cover the bank charges and our administration costs.
9. The guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss)

a) To take good care of the property and to leave the property in the same state of cleanliness and general order in which it was found. The Management Company will be entitled to make an additional charge to the customer if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the guest's departure.

b) To report any damage or loss immediately as it is discovered to the Owner's Management Company in Florida. This will enable us to deal with any problems as soon as possible and a quote for repair / replacement can be arranged whilst you are at the property rather than deducting it from your damage deposit.

c) Guests are liable for the cost of an engineer call out, where there is no fault found.

d) To permit the Owner or their agents reasonable access to the property to carry out any maintenance if necessary.

e) Not to sublet or share the property except with persons identified on the guest List.

10. No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

II ARRIVAL / DEPARTURE, CONDITION OF RENTAL & RESTRICTIONS

11. The property is available after 4 pm on the day of arrival and must be vacated by 11 am on the day of departure. Should you wish to extend your stay or inquire about a late check-out this may be requested at least 24 hours prior to departure (11 am previous day). If our cleaners are unable to access the property due to any unauthorized late departure we reserve the right to levy a \$100 cleaner re-scheduling fee.
12. The accidental damage waiver of \$49/\$79 covers you for up to \$300 of accidental damage only. The damage waiver does not cover malicious or willful damage.
13. Pool. An additional fee will be levied if the guest requires the pool to be heated during their stay. Not all homes have the option for pool heat and the rates vary, please contact the reservations team to inquire about availability and cost. Guests may use the swimming pool at their own risk. They should always observe the safety rules listed in the Information and Safety Book held in the home and observe the pool safety notice displayed in the pool area. Children are to be supervised at all times. Please note: do not attempt to touch the pool heater equipment. This can only be operated by the pool company or one of our employees. Touching this equipment in any way will result in a fine of \$300 plus repair bill if broken.
14. The pool is cleaned 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 it will be necessary for guests to be out of the pool for a period of 12-24 hours for safety reasons.
15. The maximum occupancy is calculated by the number of bedrooms times 2 (i.e. 6 bed home $6 \times 2 = 12$) unless otherwise stated, this is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all moneys paid will be forfeited and you will be asked to leave the property immediately without further compensation.
16. Pets and Smoking. Strictly no pets or smoking are allowed in the villa at any time. Please note that contravention of the above will render your booking void and all moneys will be forfeited. An extra cleaning fee of \$500 will also be levied, and you will be asked to leave the accommodation immediately.
17. Building Work. We cannot accept any liability for disruption to your holiday caused by building work, including but not limited to the disruption caused by noise or dust. You accept that you will not be entitled to any refund or compensation as a result of any such disruption.

18. Pest Control.

a) The home is in a tropical climate where insects, including ants and cockroaches are sometimes inevitable. The villa is treated regularly by a Licensed Pest Control Company and cleaned between each rental, however we cannot guarantee an insect or pest free environment.

b) We cannot accept any responsibility for any disruption caused to your holiday by insects or other pests where this was outside of our reasonable control.

19. Social Gatherings / Noise Ordinance. Our homes are situated in quiet residential areas consisting of a mix of rental homes / US families. It is a condition of the rental that you should be considerate in your behavior and keep noise levels to a reasonable level so as not to disturb our neighbors. We are unable to accept 'parties' in any of our homes. Should any guest fail to adhere to this then the Sheriff will be called and you will be evicted from the home. All rental payments and the damage deposit will also be retained. We will also be charged any fines or additional costs incurred.

20. BBQ. If you have hired a BBQ it will be delivered to you with a full bottle of gas, utensils can also be hired for a cost of \$10. It is against Florida law to use the BBQ within the screened pool enclosure; it must be positioned outside of the screened enclosure away from the house. Any damage to the house or the pool deck or pool screen caused by use of the BBQ will be chargeable to you the Guest.

21. Alarm and Security. To ensure your own safety and that of your belongings please remember to lock all windows and doors and set the alarm, if provided, before you leave the property or retire for the evening. Please use door guards and patio locks. Please do not allow strangers / contractors into the property unless prior arrangements have been made; please call us for verification. If your home has the benefit of an alarm you MUST use this. The alarm code will have been supplied to you with your directions, please keep this number safe but do not leave it in the property. The alarm is monitored and false alarms are chargeable to you the renter if the police are called as the county Sherriff imposes fines on the home owners for false alarms. The charge is \$50 to you the Guest.

22. Trash. It is your responsibility to ensure that the trash is placed outside the home on the required days (details of which will be in the property). Garbage collections can be very early in the morning. It is therefore recommended that you put the garbage cans out the night before. If doing so please ensure the lids are secure to avoid tampering by the wild animals and birds. The garbage can should be left at the bottom corner of the driveway. It is imperative that the cans are returned to the garage or the bin enclosure at the side of the home on the same day to avoid fines by the homeowners association. If your day of departure is not the normal collection day then please leave garbage neatly bagged next to the bin. We will collect later that day. Failure to do so could result in a charge made against you.

23. Toilets. Florida drainage/toilet systems cannot take anything other than a minimal amount of toilet tissue. If an emergency call-out is required to clear toilet that has been blocked through misuse this will incur a charge to you.
24. Leaving the Home. Professional cleaners are employed to clean the home after you have vacated, it is a condition of your occupancy that you leave the home in the condition you found it.

- All dishes should be cleaned and stored away or at least placed in the dishwasher and the dishwasher turned on.
 - All used towels and laundry should be gathered together and placed in or adjacent to the laundry room.
 - All open, partially-used or perishable foods should be removed from the refrigerator, freezer and cupboards and placed in sealed bags in the trash cans.
 - The pool deck should be left as it was when you arrived, please do not leave food, pool toys or trash lying around the pool area.
 - The cooker and microwave should be left in the same condition as they were found when you arrived.
 - Any damages (including stains on the carpets, towels or bedding) must be reported to Orlando Holiday Management before departure.
 - Check all drawers and closets for personal belongings as we do not accept any liability for items lost or left behind.
 - Turn off all light, TVs and appliances
 - Lock windows and patio doors
 - Turn on Security Alarm (if available)
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- When exiting please ensure that you key in your exit code to confirm your departure, failure to do so could result in a late check out fee being applied to your booking.

Failure to comply to the above may result in an additional cleaning charge being made.

IT IS IMPERATIVE THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR.

Please note all prices and charges in this document are liable to change without notice.

III COMPLAINTS AND LIMITATION OF LIABILITY

25. Complaints. In the unlikely event you wish to register a complaint about your accommodation, it is essential that you report the issue immediately to the property management company and to follow your notification with an email. Failure to promptly report an issue will waive any consideration by the owner to compensate you for a material defect in your accommodation.

26. Unfortunately, we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.
27. Liability and Loss of Visitor Property. The owner does not accept any liability for the loss of guest's property. Lost property will normally be disposed of if it is not collected within 7 days, and a reasonable charge may be made to cover administration and to cover the costs of storage and handling of lost property.
28. The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.
29. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).
30. Force Majeure. The Owner, its rental and management agents are not liable for any losses suffered by you in the case of a Force Majeure event which includes but is not limited to, a natural calamity, hurricane, tropical storm, act of God, pandemic, epidemic, civil disorder, quarantine, strikes, riots, political unrest, war or threat of war, terrorist threats or activities, industrial disputes, fires, floods, technical / weather problems impeding transportation, airport closures, government orders or directives affecting the hospitality industry or any other event beyond control of Owner or rental management and agents. In consideration of your obligation to procure travel insurance to reimburse you for such losses, you waive any right to claim reimbursement from owner, rental or management agents.
31. Disputes. Florida law governs your reservation. Any dispute in connection with your accommodation must be brought in the appropriate state court having jurisdiction in Osceola County, Florida. Trial by jury is expressly waived.