

WaterSong-Orlando.com

Terms and Conditions of Rental

General Booking Terms & Conditions

- The signing of the Booking Form or receipt of cheque for deposit from 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 guests who are all under the age of 21 can be accepted.
- No pets accepted.
- For the comfort of guests our home is a non-smoking home. However, smoking is permitted on the patio area.
- To ensure comfort, security and peace of mind, our home is registered with the State Authorities and is in full compliance with all relevant legislation.
- The villa is available for occupation from 16.00 hours, local time. Early occupation could result in you being held responsible for any damages caused by the previous guests. Departure time is 10am unless otherwise agreed with the management company or the home owners
- All local, national and some international telephone calls are free. Calls to premium rate numbers will be charged as taken using a credit card or pre-paid telephone card (available in most large retail outlets).
- All bed linen and towels are provided for your needs.
- Pool Heating (if purchased) – in the unlikely event of pool heater breakdown, compensation shall be limited to a refund of the daily pool heating rate for each day lost due to the breakdown (to a maximum of the total number of days, at the daily heating rate, for which the pool heating was purchased). If you have pre-purchased heating and find your pool is not heated on arrival, or stops heating during your stay, please contact our management company immediately so the date can be noted. Should a problem be identified with the heater, you will be refunded from the day you report the problem with no further compensation. If you do not report the pool heater does not work, no refund can be given. No further compensation will be given for lack of pool heat.
- Spa and Pool heat can also be affected by the external temperature, especially in the cooler months. Should the heater be found to be functioning correctly but the ambient temperature changes sufficiently to affect the temperature of the pool, neither refund nor compensation will be given. You are to report immediately if your pool is not heated.
- 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 will be a call out charge of \$50.00.
- All spas and pools are under the care of contractors, they are serviced and chemically balanced weekly. It is possible in between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). We invite you to use the nets or brushes provided in between services to keep pools in good condition. Any major concerns are to be reported to the management company.
- Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. Homes of America, and vendors, will not be held responsible for the failure of the same. However, we will do everything within our power to remedy the difficulty as soon as possible.
- Spa and Pools are scheduled to be turned on the morning of your arrival date. Please note they take 24hours to heat up.

Visit our website at <http://www.WaterSong-Orlando.com>

Feel free to contact the owners (Allyson & Dave Lee) in the UK:

E-mail AllysonJLee@talktalk.net
Telephone [01924 273730](tel:01924273730) / [07790 716725](tel:07790716725)

Payment details

- A non-refundable deposit of £200 Sterling / \$400 USD (or £100/\$200 per week if duration is over 14 days) 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 10 weeks prior to your arrival date. On receipt, banking and clearance of your parties' final payment, an arrival pack will be forwarded to you approximately 2-4 weeks before your arrival date.
- A refundable security deposit of £200/\$400 must be paid with the final balance.
- Please contact us to confirm that the dates you require are available before sending your deposit and booking form.
- Minimum 5 nights booking.
- All cheques should be made payable to "A. Lee".
- Credit/debit card payments may be accepted by the management company on our behalf. Surcharges levied by the card companies are payable by the card holder.

Security/Breakages Bond

- A refundable security deposit of £200/\$400 must be paid with the final balance.
- This security deposit will be repaid to your party leader by cheque, within 30 days of your departure, providing the local management company have reported no breakages/losses and you have returned the key as requested. We 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, losses, non-return of the key, international telephone calls and pay per view television programming. 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 £150/\$300 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 on 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/losses 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.

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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.
- There are fire alarms situated around the entire villa. Any tampering of these alarms will result in a deduction of \$50 from your security bond.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided.
- Villa Alarm - Guests must use the villa alarm at all times when the villa is vacated. If the property is burgled and it is found that the alarm has not been set, you could invalidate your travel insurance and lose your security deposit to cover our insurance policy.

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.

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.

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.

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Cancellation

- In the event of your party needing to cancel, the following conditions will apply;

| Cancellation Notice | Cancellation Cost |
|---|--------------------------|
| 10 weeks plus prior to arrival date | Loss of deposit |
| 5 - 10 weeks prior to arrival date | 50% of the total charge |
| less than 5 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.

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.

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.