

Please complete all sections of the form

Details of Party Leader			
Your name:			
Address:			
Country:		Zip/Postcode:	
Telephone:		Cellular/Mobile:	
Email:			

Your Reservation Dates			
Arrival Date (d/m/y):		Flight number & time:	
Departure Date (d/m/y):		Please note: Check-in time is 4pm & check-out time is 10am	

Details of Party (Please complete for all additional members of your group)		
	Full name(s)	Age if under 18
1		
2		
3		
4		
5		
6		
7		

Extras			
Pool & Spa Heating ■ (as per your booking quote)	Welcome grocery packs:		
	Standard \$45 ■	Luxury \$75 ■	
Payment			
Deposit ■ (as per your booking quote)	Method of payment:	Cheque payable to 'Kim Corthine' ■	
Full payment ■ (if less than 8 weeks to arrival date)		Credit card (2% fee) ■	Online banking transfer ■
By signing you have read and accepted all the Terms and Conditions			
Signature:			
Print name:		Date:	

Terms and Conditions

1. **Before you book**
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4. **If you want to change your booking**
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6. **Termination and compensation**
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1. Before you book

General booking conditions

These booking conditions contain some exclusions and limitations of liability. If any part of the conditions proves to be invalid or unenforceable, the rest of the conditions will remain valid. This agreement will be governed by English law and any disputes will be dealt with by the English courts.

Definitions

1. **"Us", "We" or "Our"** means Kim Corthine trading as 'orlandovillahire.com' of 1 Moorhouse Cottages, Moorhouse Road, Westerham TN16 2ES UK.
2. **"You" or "Party Leader"** means you, the person entering into this agreement with orlandovillahire.com, and **"your"** shall be interpreted accordingly.
3. **"Party"** means any person listed on the booking form.
4. **"Villa", "Property", "House" or "Accommodation"** means the structure, contents, fixtures and fittings of the property as described within the www.orlandovillahire.com website.
5. **"Website" or "Site"** means www.orlandovillahire.com

Website accuracy

We or our representatives inspect our property and resort regularly to ensure that the contents of this web site are accurate. However, circumstances can change after publication and we reserve the right to make these changes. For example, all the facilities in a resort might not be fully functional in early or late season. Sometimes the facilities at the property may be removed or added to. Public holidays and religious festivals may also affect the availability of resort's facilities.

Rates

Rates were accurate at the date of web site publication, but could have changed since then. Whilst every effort is made to ensure the accuracy of the web site and rates at the time of publication, regrettably errors do occasionally occur. We reserve the right to change our rates throughout the season depending on the availability of places. Rates may go up as well as down. Please contact us to obtain the latest rates for the property. The rate will be confirmed at the time of booking. When booking by telephone, any rate quoted over the telephone will be regarded as provisional until a final rate has been calculated and a confirmation invoice has been sent by us. Once you have made a booking and paid a deposit the rate will not change. Our rates are based on the occupation of the property up to the maximum number of 8 persons. When your vacation overlaps different date bands, additional nights/weeks are charged at the applicable rate for the relevant date band(s).

Items included in your booking - The basic component cost as shown on the 'Rates' page, does include:

- ♦ Self-catering occupation of the property up to the maximum occupancy of 8 persons, as described in the web site;
- ♦ All local and state taxes;
- ♦ Electricity, water, air-conditioning, heating, telephone calls in accordance usage restrictions, cable television, cleaning & maintenance of pool, housekeeping (cleaning before and after your stay), use of linens, towels and use of all facilities of the property and resort.

Items available at extra cost - The basic component cost as shown on the 'Rates' page, does not include:

- ♦ Charges for pre-book able items such as pool and spa heating, welcome packs, etc.;
- ♦ Excursions/Theme park admissions etc. and other personal expenditure;
- ♦ Holiday insurance.

Property security deposit

Florida Statute requires that all guests, lodging in the State of Florida, must register. We require you to complete the registration form (sent to you prior to your arrival) and return it to our property management company's office within 24 hours of your arrival. On registration we require that you either provide our property management company with a security deposit or purchase a damage waiver.

You must agree to take reasonable and prudent measures to protect our property and its contents for the duration of your stay. You must inform our property management company within 24 hours of any incidents of damage which may occur. Any concerns you have relating to pre-existing wear and tear issues should be reported to our property management company within 24 hours of your arrival. Please remember this is our vacation home too which we have spent much time and money on to keep it to a high standard so please treat it

respectfully, accidents can happen and should any damage occur to the property or contents then please contact our management company as soon as possible so that the incident can be resolved quickly.

Payment of this is compulsory and forms part of our booking conditions, and you have two options:

Option 1: Non-Refundable Accidental Damage Waiver

The damage waiver fee for stays of up to 28 nights is \$55.00, and for over 28 nights is \$100.00. For this one time only payment we will waive your liability up to \$750.00 for minor accidental damages or breakages to the property and its contents. This will typically include, but is not limited to:

- ◆ Breakages to kitchen and table wear
- ◆ Removable stains on the carpets due to spill beverages and food
- ◆ Broken windows and pool screens

You must still report any damage or breakages within 24 hours of the incident occurring.

Option 2: Refundable Security Deposit

Our property management company will debit a sum of \$500.00 from your credit/debit card at time of registration. The security deposit will be returned within 10 business days of your departure from the USA and will reflect daily currency exchange rate fluctuations.

Whichever option you select the house will be inspected upon your departure by our property management company for any non-reported damage, breakages or removal of items. This includes but is not limited to relocating either internal or external fixtures, fittings, furniture, appliances (such as televisions or games consoles). Any repair or replacement costs will be deducted from the security deposit prior to refund. Reports and images relating to such damage will be made available upon request.

Building and maintenance work

From time to time, building and maintenance work and its associated noise is unavoidable in the resort. We do not control such work, and we do not always receive advance notice of when it will begin. We will notify you as soon as possible if we think that building work will affect your vacation.

Local laws

Local laws and religious observance can lead to the withdrawal of certain facilities.

Your accommodation

The property will be available to check-in to from 4pm, and it must be vacated by 10am at the latest on the day of departure. Your cooperation in complying with this condition would be greatly appreciated in order that the house may be prepared for incoming guests. If arranged with our Property Managers locally, sometimes you may be able to vacate the property later up to 2pm, this will be at a charge of \$40. The property is offered on a self-catering basis and so no food and/or cleaning supplies are provided, for health and safety reasons any such items left by a previous guest are disposed of by the housekeeper.

Villa occupancy

The accommodation must only be used by you and your party as shown on the booking form; sub-letting, sharing or assignment is prohibited. Charges may be levied by our representative for any persons occupying the accommodation who have not been named. Prior to this charge being paid there will be no contractual agreement between us and any person not named on the booking form. On no account may the number of persons, including children, exceed the maximum occupancy of 8 persons. Failure to observe these conditions will be considered unacceptable behaviour and we reserve the right to carry out the action detailed in the **Termination and compensation** section.

Accommodation description

Swimming pool and spa

The description of our pool is as accurate as possible, but the dimensions are only approximate. Please note that pool towels are not provided. Our swimming pool and spa is not heated, however, both can be heated but will take time to warm up (2-3 days). Please advise us at the time of booking if heating is required. Pool heating charges are payable at the time of booking and prior to arrival. Should the ambient temperature fall below 7°C/45°F the heating system will be unable to function. No refunds will be issued unless the average temperature remains below this level for 3 consecutive days during your stay.

Use of this facility is entirely at your own and your party's risk. In no circumstances shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages arising out of, or in any way connected with the improper use of this facility.

Alarm system

The house's alarm system must be activated at all times when the property is left unoccupied during your stay. The alarm system is monitored and should you cause a false alarm (activated either by accident or negligence) it will result in a \$100 charge being deducted from the Property security deposit as we are charged for false alarm events by the Sheriff's department. This charge will apply for each false alarm you cause.

Telephone calls

The house has two telephone lines from which free calls can be made to anywhere in the United States, Canada and Puerto Rico. The property's telephone numbers will be provided to you prior to your arrival.

In addition from one of the telephone lines there is free unlimited calling to anywhere in the following territories:

- ♦ Andorra, Argentina, Australia, Austria, Bahamas*, Bahrain, Belgium, Brazil, Brunei*, Bulgaria, Canada*, Chile, China*, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Dominican Republic, Estonia, Finland, France, Georgia, Germany, Greece, Guadeloupe, Guam*, Hong Kong*, Hungary, Iceland, India*, Iraq, Ireland, Israel, Italy, Japan, Jordan, Kenya, Latvia, Luxembourg, Republic of Macedonia, Macau*, Malaysia*, Malta, Mexico, Monaco, Netherlands, New Zealand, Norway, Peru, Poland, Portugal, Puerto Rico*, Romania, Russia, Saipan*, San Marino*, Singapore*, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand*, Turkey, United Kingdom, United States*, U.S. Virgin Islands*, Venezuela, Zambia *Calls to cellular phones included

Calls made to cellular or mobile phone numbers (unless indicated) or to special services numbers such as toll-free or caller-paid information services or national rate 0845 or 900 numbers are chargeable as are calls made to any territories outside of the defined list. All chargeable calls, please visit Vonage (www.vonage.com/intrates) for further details, made during your stay will be invoiced and deducted from the Property security deposit

Cable television

Digital high definition cable (300+ channels) is provided to the television in the main family room, all bedrooms have analogue cable (80+ channels) television.

Internet access and computer

High-speed wireless internet access and use of a computer are provided inclusive of the rental charge. When using the service or accessing the internet, you or your party will not:

- ♦ commit or encourage a criminal offence;
- ♦ send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- ♦ do anything which is contrary to the acceptable use policies of any connected networks and Internet standards;
- ♦ insert or knowingly or recklessly transmit or distribute a virus.

Failure to observe these conditions will be considered unacceptable behaviour and we reserve the right to carry out the action detailed in the **Termination and compensation** section.

Facilities

Please bear in mind that facilities at the property or in the resort may occasionally be unavailable due to maintenance, bad weather, public holidays, religious festivals or other reasons. Lack of availability will not be a breach of contract on our part.

Single sex parties

We reserve the right to refuse single sex parties. An additional damage deposit may be required.

Smoking

No smoking is permitted in any part of the house, with the exception of the pool and deck area. Failure to observe this condition will be considered unacceptable behaviour and we reserve the right to retain your entire security deposit to cover the cost of cleaning and deodorizing the property, and/or carry out the action detailed in the **Termination and compensation** section.

Pets

With the exception of guide dogs, and only with our prior approval, no pets may stay at the property. Failure to observe this condition will be considered unacceptable behaviour and we reserve the right to carry out the action detailed in the **Termination and compensation** section.

Pests

Florida is in a sub-tropical zone and as such insects and other pests are commonplace and are not a cause for complaint or compensation. Their presence is no reflection on the cleanliness of the property. The property is treated regularly as part of a pest and termite control program. Please do not leave food on counter tops or in the pool area. Clean up all spillages immediately and do not eat in the bedrooms. We advise you to keep all windows and external doors closed whenever possible; not only will this help to keep pests from entering the property, but it will also enable the air-conditioning system to function more efficiently.

Property maintenance

Please bear in mind that the house is not the same as your own home and it is not always possible to arrange for someone to immediately repair or replace broken/damaged equipment and items, although we will of course do our utmost to ensure that the necessary work is carried out as quickly as possible to cause you minimum inconvenience.

Safety matters

Health and safety standards and regulations in the USA may differ from those that you are used to, and take for granted, at home. Our property always complies with local safety regulations. You will receive more detailed information relating to health and safety at the property in your 'Welcome Guide' sent to you prior to your vacation. Points you should consider:

- ♦ Glass doors and windows, which may be difficult to see in bright sunlight.
- ♦ The swimming pool, spa and deck area can be potentially hazardous if used incorrectly.

2. Booking

How to book the villa

The Party Leader must be at least 25 and must have the authority to take responsibility for the booking on behalf of all the other travellers in the group. When the Party Leader accepts our booking conditions, he/she confirms that the people named on your invoice also accept the booking conditions. The Party Leader is responsible for the full cost of renting the property, including cancellation or amendment charges. We will send all documents and other information to the Party Leader, who must inform other members of the party.

Paying for your vacation

You must pay a non-refundable deposit when you book the property:

- ♦ If your booking is for more than 6 days then you will pay \$160/£100/€115 per week for each whole week of your reservation;
- ♦ If your booking is for less than 7 days then you will pay 25% of the total booking rate, or;
- ♦ From time to time we may offer special discounts and your booking quote will detail the deposit amount;

Except as set out below, all telephone bookings will be provisional and will be held for 10 days pending receipt of your deposit/full payment as applicable. If your payment is not received within 10 days, the booking will automatically lapse. The balance of your booking price must be paid at least 8 weeks before arrival. Cheques require 5 working days to clear. We cannot accept cheques that will not clear at least 8 weeks before arrival. If you fail to pay in full 8 weeks before arrival your booking will be cancelled and you will lose your deposit. If you book within 8 weeks of arrival this will be classed as a late booking and we must receive full payment by before we can confirm your booking.

Exchange rates:

We have used the following exchange rates to the GB Pound to calculate our rates:

- ♦ US Dollar: 1.60;
- ♦ Euro: 1.15.

Paying by credit card

Should you use chose to pay by credit card we will use PayPal or WorldPay Zinc to process your transaction securely. To complete the transaction personal data relevant to processing the payment will be passed to the payment processor, and this data may be held on their servers for a period of time. All credit card payments will be subject to a 2% fee, which will be added to your booking cost.

Travel Documents

It is your responsibility to ensure that you are in possession of all necessary travel and documents (including but not limited to a valid ESTA) before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into the United States of America due to failure on your or your party's part to carry correct documentation.

Travel Insurance

It is your responsibility to ensure any policy meets your needs. Your insurance should cover the cost of cancellation by you and your party and the cost of assistance, including return to your country of residence if you suffer an accident or illness, as the cost of medical expenses in the USA can be very high. We cannot help you pay these costs.

Confirmation

Our contract with you is made when you confirm your booking. If we accept your booking we will reserve your booking and send you a confirmation invoice within 24 hours. Please check that the reservations dates on the invoice are correct. We are responsible for providing the booking we have confirmed to you. If you cancel or alter your booking later on, you may have to pay an amendment charge. A contract between us will exist when we confirm your booking. We reserve the right to refuse your booking. If we do this we will refund any money already paid to us.

3. Your Security

Our responsibility

We accept responsibility for the proper performance of our obligations under this contract. We will perform such obligations with reasonable skill and care. We are not responsible for any failure that is:

- attributable to you or a member of your party;
- attributable to a third party unconnected with the provision of the services to you, and is unforeseeable or unavoidable;
- due to Force Majeure (see the **section 5** in these Booking Conditions).

Limitations on our liability

Our liability to you for any loss or damage which you may suffer is limited to the total cost of your booking. This excludes personal injury resulting from the non-performance or improper performance of the services involved in the booking, and is subject to the limitation of liability described below.

Complaints

If you have a complaint you must tell us or our local representative immediately. If we cannot resolve the problem at the property, you must notify us of your claim within 35 days of your return. If you do not tell us about your complaint, our ability to investigate it could be seriously hampered, and we will not deal with it unless there is a valid reason why you did not inform us. You can, of course, pursue your claim elsewhere.

4. If you want to change your booking

If you make changes

If one of your party withdraws from the booking, someone else can take their place providing they satisfy the conditions of the original booking, and you inform us in writing at least 14 days before departure. Except for a change of name, any change you make within 8 weeks of your departure will be treated as a cancellation and the cancellation charges shown in the table below will apply. Other changes you request may alter the price of your vacation. For example, if you increase the duration of your vacation. We will tell you of any price changes before we confirm alterations to your vacation.

If you cancel

To cancel your booking, the Party Leader must write to our contact address. Cancellation takes effect on the date we receive your letter. If you cancel after we confirm your booking, you must compensate us for losses, as we incur costs from the moment you make the booking. The closer your cancellation is to the departure date, the less likely we are to recover the costs by re-renting the property at the web site price. Our cancellation charges therefore increase as the departure date approaches. If you have to cancel for a reason covered by your insurance policy, you should be able to recover your cancellation charges. The charges are listed in the table below.

Time before departure when cancellation instruction is received by us	Cancellation charge as a % of total booking cost
56 days or more	Loss of deposit
55 - 29 days	50% or deposit if greater
28 - 22 days	70% or deposit if greater
21 - 15 days	80% or deposit if greater
14 - 4 days	90% or deposit if greater
3 days or less	100%

If we change your booking

Definitions

A "Major Change" includes (but is not limited to) the following:

- ♦ A significant change of resort;
- ♦ A change of accommodation;

Force Majeure means unusual and unforeseeable circumstances beyond our control or the control of our suppliers, resulting in events that could not have been avoided even if all reasonable care had been taken. Such circumstances include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions.

If we change or cancel your booking

We may have to make changes to your booking, or cancel it, after we accept your booking. Most changes are minor and we will always tell you as soon as possible before your departure. Occasionally we may need to make a Major Change (see the Definitions section). If we do, you must tell us as soon as possible if you wish to accept the change or cancel the booking with a full refund. If we cancel your booking before it starts, and it is not your fault, or if you cancel because you decline a Major Change, you have the following options:

1. Accept our offer of a replacement villa of lower quality (if available), and we will refund the difference in cost;
2. Accept our offer of a replacement villa of equivalent or higher quality (if available);
3. Ask for a refund of the monies you have paid.

If you accept a Major Change, or if we cancel your booking and you choose options 1 or 2, we will compensate you according to Scale 1 below, in addition to any refund. If you choose option 3, we will compensate you according to Scale 1. We will not pay compensation when the change or cancellation is due to Force Majeure.

Notice of cancellation	Compensation for each full week(s) of booking	
	Scale 1	Scale 2
0 - 7 days	\$80/£50/€57	\$40/£25/€28
8 - 14 days	\$64/£40/€46	\$32/£20/€23
15 - 28 days	\$51/£30/€38	\$24/£15/€17
29 - 42 days	\$32/£20/€23	\$16/£10/€11
43 – 55 days	\$16/£10/€11	\$8/£5/€5
56 days or more	\$0/£0/€0	\$0/£0/€0

6. Termination and compensation

You and your party must behave reasonably while staying at our property. We reserve the right, at our or our representative's reasonable discretion, to terminate the booking of persons who indulge in serious misconduct (including but not limited to tampering with or wilful removal/damage of contents and furnishings, or pool safety systems). If we do so, we will have no further responsibility or liability to you. If you or any member of your party wilfully, recklessly or negligently damages our property, you agree to indemnify us fully for any direct and consequential loss we may suffer, including legal costs.

7. Conditions of use

Liability Disclaimer

We have taken reasonable steps to ensure the information provided by us on this web site is accurate at the time you view it. However, we cannot and have not checked the accuracy of all information provided by outside sources. All such information is provided in good faith and we are excluded from liability for any errors, omissions or misleading information (unless made recklessly or fraudulently) to the maximum extent permitted by law, together with all implied warranties in connection with such information.

We make no warranty or representation relating to the availability of this website and have no liability to you should this website become unavailable to you for any reason. In no circumstances shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to loss of profits or savings, arising out of, or in any way connected with, the use of any data or services displayed on this site. The use of this website and these Terms shall be subject to the laws of England and Wales and the non-exclusive jurisdiction of the English courts.

Changes to these Terms and Conditions

We may at any time change or modify all or any part of these Terms. The current Terms and Conditions are always available on our web site. It is your responsibility to check if any changes have been made.