

# TONI'S VILLA

Tuscan Hills  
Davenport Orlando

251 Brunello Drive, Tuscan Hills, Davenport, FL33897, Orlando,  
Florida

## **Booking Form with Terms and Conditions**

### **Lead name on booking:**

Full Name:.....

Day Tel:.....Eve Tel:.....

Address:.....

.....Post Code:.....

E-Mail:.....

### **Name of all guests staying in Toni's Villa**

No of guests	Mr/Mrs/Miss	First name	Surname	Age (if under 18)
1.				
2.				
3.				
4.				
5.				
6.				

### **Accommodation Dates Required:**

Arrival date:.....

Departure date:.....

Number of nights:.....

Price quoted at time of provisional booking:.....

**Other requirements: (to be paid before arrival) Please tick for services required:**

Tea, coffee, sugar and creamer is provided for your arrival, also cleaning spray, dishwasher/laundry tablets, microfibre cloth, washing up liquid, sponge scrubber and trash bags

There is a range of services that can be provided that come at an additional cost, as follows – please ask for a price if you require any of these additional services:

- Pool heating
- Welcome pack (OJ, Water, Cereal, Tea, Coffee, milk, jam, bread, sugar & butter)
- Luxury welcome pack (all the above with wine and fruit)
- Celebration package (Bottle of champagne and dozen roses or similar – bubbly will be Champagne and not sparkling wine)

Bookings will be held for up to 7 days pending receipt of completed booking form together with £150 per week **non-refundable deposit** to confirm booking.

☐ Payments can also be paid via BACS transfer

☐ I agree to pay the total balance in full no later than 12 weeks prior to my arrival date.

☐ I agree that, in the event of any problem arising during my holiday, I will immediately contact the local management company. Failure to do so will result in no liability being accepted in respect of subsequent claims received.

A refundable security deposit of £250 per stay is required prior to your arrival to your vacation home, this can be paid with the deposit or when you pay your full balance. After your stay in Orlando, this will be returned to you as follows:

BACS transfer.

Please note, your booking will not be confirmed until we have received the completed booking form along with the required deposit. Once we have received your booking form and deposit, we will send you a confirmation email.

I certify on behalf of the persons included on this booking form that I am authorised to make this booking. I have read and agree to the attached terms and booking conditions of the villa rental.

**Signed:** .....(lead name on booking, by signing here you are agreeing to these terms and conditions.

**Date:**.....

**PLEASE CONTINUE TO THE NEXT PAGE FOR OUR TERMS AND CONDITIONS OF BOOKING**

## **TERMS AND CONDITIONS OF BOOKING**

The terms and conditions for booking our villas are listed below. Please keep this sheet for your reference. We ask that you sign below in acknowledgement of these terms and conditions for your booking reservation and your stay whilst in Florida.

### **BOOKINGS**

- The signing of the booking form by the party leader confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list).
- Should the home be over occupied, you will be removed from the property with no refund. Should it be found upon departure evidence of over occupancy, the security deposit will not be returned.
- No multiple numbers of all-male / female parties or parties of guests who are under the age of 21 will be accepted.
- No pets allowed.
- For the comfort of guests all properties are none smoking, however it is permitted on the patio area. Please use the ashtrays provided.
- To ensure comfort, security and peace of mind, all our properties are registered with the state authorities and are in full compliance with all relevant legislation.

### **RENTAL PERIOD**

- Stays of 5 nights or less will incur a cleaning fee of:
  - 3 bedroom £50.00
- The villa is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am on the morning of departure.
- Vacating after 10.00am may incur a charge equivalent to one day's accommodation cost unless previously agreed with the owner or Management Company.
- Guests can arrange authorisation to arrive earlier or depart later if the villa is empty.

### **CHANGES TO RENTAL DATES**

- Further to your initial confirmation of booking, we understand that sometimes plans can change. Should you need to change the dates of your booking, we are happy to help you for an administration fee of £40.00 to confirm new dates / property required.

### **PAYMENT**

- Together with your completed booking form, a non- refundable / non-transferable deposit of £150 per week is due within 5 days of your provisional booking.
- Upon receipt of your deposit we will send you confirmation.
- Payment of the balance is due 12 weeks prior to your arrival date. Assuming receipt of the same, we will send out directions and lock box number to your villa a week prior to your arrival.
- Failure to pay final balance within 12 weeks prior to your arrival may lead to cancellation of your reserved property and loss of deposit.

### **DAMAGE DEPOSIT**

- The client is solely responsible for any damage or breakages that may be caused to the property or its contents during your stay.
- We require a refundable security breakage deposit to be paid with your balance prior to travel.
- This deposit will be repaid to your party by BACS as soon as the management company has reported no damage and that you have returned the keys.
- The Security deposits will be returned within 30 days of your return departure date once the management company has reported no damage and that you have returned the keys.

- The management company checks the home before your arrival and after your departure and will advise the property owner of any damage / loss. This may include additional cleaning costs for removal of stains due to spillages or stains. We reserve the right to retain the security deposit (either in part or full) to cover damage or non-return of keys. Receipts for repairs / replacements will be provided in the unlikely event that such retention of the security deposit is necessary, plus further documentation or photographs will be provided if requested.
- We reserve the right to pursue a guest for recompense for any and all damages caused which may exceed the value of the security deposit and will require payment 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. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed to you.
- Should the property be found in an unacceptable condition (excessive trash, excessive laundry or generally neglected) we reserve the right to retain the total security deposit plus further costs if required.
- A list of departure instructions will be provided in your home to help with your departure of the property. We recommend you use this as a checklist upon your departure to reduce the risk of any charges.

### **CANCELLATION BY GUESTS**

- In the event of your party needing to cancel, the following conditions will apply.
  - 12 weeks prior to arrival 25% of the total booking fee is required
  - 8 weeks prior to arrival 50% of the total booking fee is required
  - 4 weeks prior to arrival 100% of the total booking fee is required (not including the security deposit)
  - Failure to pay the final balance by the due date (12 weeks prior to arrival) may result in loss of the booking and deposit.
- If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication within 14 days of the first communication, then unfortunately we reserve the right to cancel the booking and retain the deposit.
- If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.

Please indicate that you have read, understood and agree with the following statement by placing a tick in the box below and initial here .....

☐ We understand that it is our responsibility to purchase adequate Travel Insurance that will cover the full amount of our vacation investment including villa rental costs and expenses. We also understand that it is not the villa owners' responsibility to compensate us for any costs including villa rental costs and expenses.

### **CANCELLATION BY THE OWNERS (Toni's Villa)**

- In the unlikely event that personal circumstances necessitate cancellation of the booking the owner is obliged to refund any monies paid by the party (without interest, compensation or consequential loss of any kind). In the event of this happening the management company will always seek to relocate your booking to a villa of a similar or superior standard.
- Force Majeure : The owners and their agents accept no responsibility or liability and will not be responsible for refunding any monies for any loss or damage or alterations to the terms of this booking caused by events beyond our control including, but not restricted to, war, civil commotion, flight delays/cancellations, technical difficulties with transportation, alteration/cancellation/schedules by carriers, adverse weather conditions, fire, flood, industrial dispute and pandemics (including Covid-19) and anything other events beyond our control.

## **DIRECTIONS, KEYS & CODES**

- It is your sole responsibility to ensure you have all documentation relating to the directions the villa together with the lock box codes for access to the keys to your property BEFORE you depart for your vacation.
- For security measures, lock boxes may be changed at last minute at managements discretion.
- Should you not be able to gain entry, you MUST call the emergency number (863 420 7775) for the access code on the day of your arrival.
- No compensation or refunds will be given for non-entry to the reserved property should a call not be made at the time of your arrival.
- If you call out of hours, please leave your name and a contact number and you WILL be called back that day / evening.

## **POOL & SPA HEATING / CONDITION OF POOL**

- Our pool is 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.
- The pool heater is made up of electrical and mechanical components, which can malfunction. Our Property Management, and vendors, will not be held responsible for the failure of these components, however we will do everything within our power to remedy the difficulty as soon as possible.
- Pool heat can also be affected by the external temperature, especially in the cooler months. If the heater is found to be operating correctly but not providing heated water due to the temperatures, neither refund nor compensation will be given.
- You are to report immediately if your pool is not heated. Should a problem be located with a heater, you will be refunded from the day you report the problem with no further compensation.
- 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.
- The pool is scheduled to be turned on in the morning of your arrival date. Please note they take 24hours to heat up.
- Note: All homes have child safety fences or pool door alarms.  
According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a £3900 fine or one (1) year in jail. Our Property Manager will charge a minimum fee of £60.00 per alarm for its repair/replacement. Please do not tamper with the pool alarms.

## **SAFETY & SECURITY**

- To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property.
- The swimming pool and its equipment is used entirely at the guest's own risk.
- No diving is allowed, and children must be supervised at all times whilst in the pool area.
- Glass is not permitted in the pool area at any time. Please use the plastic items provided.

## COMPLAINTS

- In the unlikely event of a problem arising whilst you are on holiday (relating to one of our properties) you should immediately contact Homes of America who will seek to resolve the matter speedily. Your satisfaction with our property is paramount to us and should you consider that the matter is of a serious nature, you must contact us DURING your stay and not upon your arrival home. However, if the problem has not been reported to Homes of America during your stay we cannot accept any responsibility. Please note the only day off the management have is a Sunday so if you are able please avoid contacting the Homes of America on this date unless it is an EMERGENCY, then please use the out of hours contact number.

## DISCLAIMER

- **LIABILITY:** The property is privately owned and neither the owners nor Homes of America accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.
- The owners and Homes of America reserve the right of entry to the property at any time. This includes such workers as pool maintenance, gardeners etc.
- Brochure / website description: whilst all information supplied in the brochure / 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 contract.
- The owners and Homes of America do not accept responsibility for distortion in factual information provided by the owners on their personal webpages. We can verify that all properties are true and existent in the advertised communities. The purpose of the Homes of America website is to provide a service to owners to advertise their Orlando homes for rental achievements and to offer guests a booking service and advice on reserving their vacation home.

## LAW

- This contract is subject to and shall be constructed in accordance with the laws of Florida and the parties hereby submit to the exclusive jurisdiction of the American courts.

## OTHER IMPORTANT INFORMATION

- **STRICTLY** no water bombs or any product with confetti allowed in the pool area (or inside the villa). Should any of these products be used and the management company are left with the cleaning to do then the cleaning fee will be deducted from your security deposit.
- **GDPR:** Your name and email address will be passed onto my Management Company for the purpose of this booking only, your personal information will not be shared with a third party.
- **TV's:** You are welcome to sign into the smart TV's using your own Amazon Prime and Netflix accounts, however, it is your **responsibility to ensure you have signed out** before your departure. The owner will not be responsible for any costs that may arise by other guests as a result of you not signing out.
- **Safety deposit box:** There is a safety deposit box for you to use during your stay. Please ensure that you read the instructions of use. Should our property manager have to be called out to open it, there will be a charge.

If you wish to discuss any of these terms and conditions, please telephone on 0121 706 8784 / 07932 037625 or email [samanthaandderek@hotmail.co.uk](mailto:samanthaandderek@hotmail.co.uk)

The return of the completed booking form will acknowledge receipt and agreement of these

Booking Terms and Conditions.

## NOTE ABOUT POOL HEATING

**Prior to your arrival, you may have arranged with your agent / owner to have your pool heated for your stay. If so, we are delighted to say your pool heater will be turned on. Here are a few points to be aware of with the pool heating during your stay.**

- The Pool heater is turned on the morning of your arrival and can take 24 filtering hours to heat to capacity.
- The heater is set to 86 degrees. Pool filtering times are typically 9am – 5pm, while the pool is filtering the pool heater is on. The pool heater is not on throughout the night. So, you will feel the pool is a little cooler in the mornings.
- The use of the pool blanket will help retain heat; we advise you keep the pool blanket on the pool whenever the pool is not in use.
- The pool heater will **NOT** work as efficiently in weather cooler than 65 degrees. During the cold weather in Florida, the pool heater will struggle. Refunds are not granted due to cold weather affecting the pool heat. Your pool will be cooler than the set temperature.
- If you believe there is a problem with the heater, please report to the management company and we will be happy to visit the heater within working hours. You do not need to be in for this as we can access the heater from outside. Should we find a problem with the heater, you will be refunded any days lost from the day it was reported to the management company. No further compensation is granted.
- In the event of a pool heater failure, we will schedule a licensed engineer to visit the property. The engineer is only available during working hours (Mon-Fri, 9.30am – 4.30pm) and has a 24-hour period in which they will visit the pool heater from the time of reporting the issue. There are NO weekend call outs to non-urgent matters, including cold pools.
- The heaters will shut down if the water level is low in the pool. The pool company visits this pool once a week to check chemicals, hose deck and top up the pool if needed. Should the water level drop in between those visits, we do kindly ask you to top up the pool using the hose as this will stop your pool heater from shutting off.

We kindly ask that pool heating questions and concerns are reported during our Property Management office hours, this will ensure correct recording of your call.

The out of hours emergency line / voicemail is to be left open for emergencies only.

Thank you for your co-operation.