



Booking Form

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):			

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 <input type="checkbox"/> (as per booking quote)	Welcome grocery packs:	
Gas BBQ (\$35/£21/€30 per week) <input type="checkbox"/>	Standard \$39/£23/€33 <input type="checkbox"/>	Luxury \$59/£35/€50 <input type="checkbox"/>

Payment

Deposit <input type="checkbox"/> (as per booking quote)	Method of payment:	Cheque payable to 'Kim Corthine' <input type="checkbox"/>
Full payment <input type="checkbox"/> (if less than 8 weeks to arrival date)		Credit card via PayPal (2% fee) <input type="checkbox"/>

By signing you have read and accepted all the Terms and Conditions

Signature:			
Print name:		Date:	

orlandovillahire.com

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Terms and Conditions

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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 L Corthine trading as 'orlandovillahire.com' of 8 Toynbec Close, Chislehurst, Kent BR7 6TH 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" 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 website 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 in our villa 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 website publication, but could have changed since then. Whilst every effort is made to ensure the accuracy of the website and rates at the time of publication, regrettably errors do occasionally occur. We reserve the right to change our villa 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 our villa. 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 booked our villa, the rate will not change. Our villa rates are based on the occupation of the villa 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 villa up to the maximum occupancy of 8 persons, as described in the website;
- ♦ 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;

Villa Breakage and Damage Insurance

Damage/breakages: we request a \$340/£200/€285 refundable deposit. This will be returned approximately 28 days after your return unless the villa is left in an unsatisfactory condition. Damage caused by negligence or intention is not covered in either case and all clients must pay for all such damage and breakages before vacating their accommodation.

Building work

From time to time, building 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

Arriving at, and vacating your accommodation Our villa will be available to use from 4pm. The villa 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 our villa may be prepared for incoming guests. If arranged with our Property Management Company locally, sometimes we may be able to allow you to vacate our villa later.

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.

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 villa's alarm system must be activated at all times when the villa 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 will be deducted from the Villa Breakage and Damage Insurance. This charge will apply for each false alarm you cause.

Telephone calls

The villa has telephones from which free local outgoing calls can be made, if you wish to make long distance or international calls then you will need to purchase a calling card to do so. The villa's telephone number will be provided to you prior to your departure.

For bookings which have arrival dates from late November 2006 onwards the villa will have free unlimited local and long distance calling to anywhere in the following territories:

- US, Canada, Puerto Rico, UK, Ireland, Italy, France and Spain.

Calls made to European cell or mobile phone numbers 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 Villa Breakage and Damage Insurance.

Cable television

Analogue cable television is provided to all the televisions in the villa.

Internet access and computer

High-speed wireless internet access and use of a PC 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 our villa 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 our villa, 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 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 our villa. 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. Our villa 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.

Villa maintenance

Please bear in mind that our villa 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 villa always complies with local safety regulations. You will receive more detailed information relating to health and safety at our villa in your 'Villa Book' when you arrive. 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 our 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 our villa, 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 deposit when you book our villa:

- ♦ If your booking is for more than 6 days then you will pay \$250/£150/€215 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. Checks require 5 working days to clear. We cannot accept checks 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: 1.71
- Euro: 1.43

Paying by credit card

Should you choose to pay by credit card we will use PayPal to process your transaction securely. To complete the transaction personal data relevant to processing the payment will be passed to PayPal, 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. Please refer to PayPal (www.paypal.com/uk) for further details.

Travel Documents

It is your responsibility to ensure that you are in possession of all necessary travel and health documents 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 our villa, 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 our villa at the website 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 vacation 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 vacation 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	\$85/£50/€271	\$42/£25/€36
8 - 14 days	\$68/£40/€57	\$34/£20/€28
15 - 28 days	\$51/£30/€43	\$25/£15/€21
29 - 42 days	\$34/£20/€28	\$17/£10/€14
43 - 56	\$17/£10/€14	\$8/£5/€7
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 villa. We reserve the right, at our reasonable discretion, to terminate the booking of persons who indulge in serious misconduct. 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 compensate us for any 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 website 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 website. It is your responsibility to check if any changes have been made.