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TERMS AND CONDITIONS – APPLICABLE JANUARY 2018 ONWARDS

The following are the terms and conditions in connection with your stay at The Green Haven at Watersong.

It is important that you read and understand these terms and conditions as they form part of the contract between the Property Owners Mike & Michelle Hase, the Party Leader, and members of their Party.

When a booking is made the Party Leader acknowledges and confirms acceptance of these terms and conditions on behalf of all the members of their party.

When the Party Leader makes a booking on behalf of others and he or she will not be a guest at The Green Haven at Watersong, then the Party Leader remains liable for the actions of all guests they have booked on behalf of.

A contract is made between the Property Owners and the Party Leader when a **non-refundable** deposit of £100 has been received and a confirmation email has been generated by the Property Owners.

Booking Procedure

All requests for booking will initially be provisional and are subject to confirmation by the Property Owners, normally within 24 hours of receipt of a booking request.

A booking will only be confirmed upon receipt of a **non-refundable** deposit of £100. If a deposit has not been received within 7 days of confirmation of a booking it will be cancelled.

The outstanding balance for the stay is due 56 days before the arrival date.

All bookings are subject to a £200 refundable security deposit, which is payable with the outstanding balance. The refundable security deposit will normally be returned within 30 days of the departure date. This is subject to confirmation that no damage or breakages (including stains resulting from spillages etc.) have been incurred and the keys returned. The refundable security deposit will be returned to the Party leader by the same method of payment it was made, and will be subject to any necessary charges. In the event of the property being left in an unacceptable condition upon departure, damage or breakages occurring in excess of the security deposit, the Party leader shall be liable for payment of the excess amount within 14 days of notification of the amount payable.

Payment for the deposit and outstanding balance can be made in the following way:

- Bank Transfer either into our UK Account or US Account – details will be provided if this method of payment is chosen.
- Visa or Mastercard Credit Card online at www.thegreenhaven.co.uk. Or www.OwnersDirect.co.uk (HomeAway etc)
- Paypal –If this option is chosen the Property Owners will send an invoice to the Party Leader by e-mail to enable payment to be made by this method.

Details of dates when monies are due will be included within the booking confirmation.



Payment in full will be required for any bookings made within 56 days of the arrival date. Any balance not paid within 56 days of the arrival date will risk cancellation of a booking and loss of the deposit.

Amendments to Confirmed Bookings

Once a booking has been confirmed and the non-refundable deposit of £100 paid, **any amendments will incur a £25 administration fee**

All changes must be made in writing to the Property Owners. **No amendments can be made to a booking within 14 days of the arrival date.**

Alteration to Dates will only be accepted if The Green Haven at Watersong is available for the new dates.

Any addition to or changes to guest numbers or names are acceptable, but will be subject to the above administration fee.

Prices

Pricing will be confirmed at the time of booking. This pricing is offered subject to our conditions of payment being strictly adhered to and does not include any amendments made by the client to their own personal vacation commitments.

The Property Owners reserve the right to increase or decrease rental or optional extras prices at any time. The Property Owners will advise the Party Leader in writing of any changes in rental or optional extras prices, no less than 14 days prior to the arrival date. Any discounts offered on the rental price will be at the sole discretion of the Property Owners, and can be subject to withdrawal at any time up to 14 days prior to arrival date.

Cancellations by Guests

Cancellations by guests must be made in writing to the Property Owners immediately.

In the event of any cancellation the non-refundable deposit will be forfeited. The following will apply in the event of a cancellation by a guest:

- More than 56 days prior to the arrival date – Loss of Non-Refundable Deposit
- Between 56 and 28 days prior to the arrival date – 25% refund of overall rental fee paid plus full refund of security deposit
- Less than 28 days prior to the arrival date – No refund of overall rental fee paid, but a full refund of security deposit.

There will be no exceptions to this in the event of a guest cancellation.

Cancellation by the Property Owners

In the event that the Property Owners have to cancel a booking for any unforeseen reason, only monies paid at the time of cancellation will be refunded.

The Property Owners will use their reasonable endeavours to offer the Party Leader suitable alternative dates for a stay at The Green Haven at Watersong, or to help to find suitable alternative accommodation for the same period originally booked. There is however no commitment on the part of the Property Owners to find suitable alternative accommodation.



The Property Owners will not accept any liability for the loss or damage to the Party Leader as a result of the cancellation of a booking by the Property Owners.

We would also recommend that you to take out adequate travel insurance to cover any unforeseen eventualities and in particular a minimum medical cover of £5m.

Check-in & Checkout Procedures

Instructions for driving to The Green Haven at Watersong from either Orlando International or Sanford International Airport will be provided approximately 2 weeks prior to the arrival date.

Check-in time is **after 4pm** on the arrival date. Upon arrival please check the house and if you have any cause for concern please contact the Management Company (Homes of America) on 863 420 7775 immediately.

Check Out is strictly **before 10.00am** on the day of departure. When leaving the villa on the day of your departure please ensure that all windows and doors are locked and all lights and fans are turned off. Set the alarm. Do NOT exit through the garage door.

Any unauthorised late departure may result in penalty, which will be deducted from the security deposit.

Early check-in or late checkout must be agreed in advance and additional charges may apply. This is generally only possible if no bookings are immediately adjacent to yours.

Please email three days prior to arrival to confirm if an early check in is available even if this has been agreed prior to your arrival date.

Optional Extras

There are a number of optional extras that can be ordered at the time of placing a booking including welcome pack, pool heating, high chairs, cots, champagne and flowers and daily maid service. The cost of these will be itemised on the booking, and payment due as part of the outstanding balance.

These can be added to the booking after both the deposit and outstanding balance have been paid.

However to ensure that there is sufficient time to make the necessary arrangements please confirm your optional extra requirements no less than 14 days prior to the arrival date, unless agreed with the Property Owners.

Conditions of Use

The following are conditions of use during your stay at The Green Haven at Watersong:

- **Occupancy, Party Size & Composition** – The maximum occupancy of The Green Haven at Watersong determined by Florida Licensing Laws is 10 people, however there is only bedroom space for up to 8 guests. A sofa bed is provided in the living room which can sleep 2 people. Only those guests listed on the booking form are authorised to stay in the property. Only at the discretion of the Property Owners will bookings be accepted for parties comprising of all male or all female guests or of parties that comprise wholly of persons under the age of 21 at the arrival date. In the event that there is any infringement of these requirements all guests will be required to leave immediately without refunds and the full security deposit will also be forfeited.
- **Guests Responsibility** - All guests staying at The Green Haven at Watersong are expected to treat the property in a proper manner and are expected to behave appropriately by avoiding excessive noise or nuisance to the community residents. State and Local bylaws must be adhered to - nude or topless sunbathing is strictly



prohibited. Please leave the villa in the condition that you find it. If excessive cleaning or trash removal is required a proportion of the security deposit will be retained to cover removal costs. Please note that the alarm must be set when you are not in the property.

- **Smoking** – For your convenience The Green Haven at Watersong is a non-smoking property throughout. In the event that smoking has occurred in the home during your stay the full security deposit will be forfeited.
- **Pets** – Please note that pets are strictly not permitted in The Green Haven at Watersong and if it is discovered that a pet has been in the property at any time during your stay all of the security deposit will be retained and an additional minimum charge of £150.00 will be made to cover the cost of professionally cleaning all carpets and upholstery. Any costs associated with cleaning The Green Haven at Watersong after it has been found that a pet has been in the property including those for a pest control company's services over and above the security deposit will be sought from the Party Leader. The reservation will be terminated if pets are found in our property, and all guests required to leave immediately without refunds. In such circumstances the full security deposit will also be retained for extra cleaning services.
- **Maintenance** - From time to time access and entry will be required to the property for minor maintenance works. The Property Owners reserve the right to authorise their agents to enter the property at any time to undertake authorised maintenance. The Property Owners will use their best endeavours to give prior notification of maintenance works. If during your stay you encounter a maintenance issue please report it to the Property Owner's Management Company office immediately. Any maintenance issues reported after departure will result in no liability being accepted in respect of subsequent claims received. If for any reason you have an issue or are unhappy about something please contact the Management Company immediately, failure to do so will result in no liability being accepted in respect of subsequent claims received.
- **Limitation of Liability** – The Party Leader and Guests must ensure that children are supervised at all times. No children under the age of 18 years are to be left in the property un-supervised during the rental period. The Property Owners and their Management Company do not accept liability for equipment failure and/or services in the property. In the event of failure of equipment, the guest must notify the Management Company within one working day to enable the Management Company to affect a remedy to the failure.

The Property Owners and their Management Company do not accept liability for lost or stolen personal property of the any of the registered guests from the property during the rental period. The Management Company provides information and advice in the information folder to guests in an advisory capacity only, with no guarantee or promise of security, even where guests make use of any advice given by the Management Company or its representatives. In the event that property of a registered guest is lost or stolen, the registered guest should advise the appropriate authority first, and then the Management Company, of the lost or stolen items. The Management Company will either make good or secure the property, or will transfer the guest, availability permitting, to another property, where the original cannot be secured, and this will be the extent of its liability to the guest under such circumstances. The Management Company or its representatives may enter the property at any time without notice, for the purpose of protection and/or maintenance of the property. The Property Owners or the Management Company will use their best endeavours to provide notice prior to such entrance. The Property Owners or their Management Company accept no liability for personal loss or injury to the guest during the rental period. The registered guests must ensure that they have adequate travel insurance cover.



The Property Owners and their Management Company do not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car-hire companies, travel agents, ticket agents, homeowners, or utility providers. The Property Owners and their Management Company do not accept liability for loss or delay as a result of acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure¹ that may have a deleterious effect on the guest.

The Management Company and/or owner and agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond their control including, but not restricted to war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond their control.

Failure to comply with any of the terms and conditions will, at the sole discretion of the Property Owners and/or their Management Company, result in the eviction of the guest from the property, without any compensation or refund, including the all of the Security Deposit.

- **The Swimming Pool** – To ensure that the swimming pool is maintained to the highest standard it is serviced and chemically balanced weekly. However it is possible in between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). Please use the nets or brushes provided in between services to keep the swimming pool in good condition. Any major concerns are to be reported to the Property Owners Management Company immediately. Any out of hours or non-emergency call out to the Management Company will incur a fee which will be deducted from the Security Deposit. According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanour of the second degree, punishable by a \$5000 fine or one (1) year in jail. Any guest found to have tampered with the swimming pool alarm will forfeit all the Security Deposit, and an additional minimum fee of £75.00 per alarm will be charged for its repair/replacement.

The swimming pool and its equipment are used entirely at the guest's own risk. No diving or running 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.

We recommend that the child safety barrier is used in the pool area when children are in residence at the property.

- **Pool Heating** – In order to benefit from the use of the pool all year round it is recommended that the pool is heated for stays from 1st October to 31st March. The cost of pool heating is £18 per night, and is an optional extra, however if required it can only be booked for the whole duration of a stay. Pool heating is only activated on the morning of the arrival date, and it can take some time for the pool to reach a comfortable temperature. Furthermore other factors such as external air temperatures can affect the water temperature. As such refunds on pool heating are at the Property Owners discretion, however these will generally only be made in the event of an electrical or mechanical fault to the pool water heating system.

¹ Force Majeure – The Property owners or their Management Company will not be liable for loss or delay caused by any of the following; strikes, riots, political unrest, hostilities, war or-threat of war, terrorist activity, industrial disputes, fire, flood, hurricanes, technical or weather problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond our control. We strongly recommend that guests take out insurance for these eventualities



- **Pest Control** - Pest Control Homes are regularly pest controlled. However, it is pest control, not pest elimination, occasionally an animal may enter your home for warmth or comfort. Please do not be alarmed, please call the Management Company offices and this will be dealt with efficiently and expediently. Florida does, however, have a sub-tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. In the event that a pest control service is required during a stay, any costs incurred, where in the opinion of the Management Company or their agents is the result of inappropriate action on the part of any guests, will be deducted from the Security Deposit.

We hope you enjoy your stay at The Green Haven at Watersong, however in the event that there is something not quite right please do not hesitate to contact us or the Management Company and we will do our best to put it right as soon as we can.

Your comments, whether good, bad or indifferent are always welcomed and please feel free to leave your comments in the Guest's Book at the property, on our website, or on Facebook and Twitter.

We hope you come back and visit again, and that you will tell all your family and friends about The Green Haven at Watersong.

Best Wishes

Mike & Michelle Hase