

TERMS and CONDITIONS

*All bookings are subject to the following Terms and Conditions –
The application for the reservation of the property constitutes acceptance of these terms and conditions by all members of the party.*

- 1) **BOOKING AND DEPOSIT** - A provisional booking will be held for seven days pending our receipt of your completed and signed Booking Form. A Booking Deposit of 25% of the rental charge OR full payment if the booking is made within 8 weeks of arrival - must be returned with your Booking Form.

A nominated Party Leader – who must be over 25 years old, will sign the booking form on behalf of all party members and in doing so, accepts full responsibility for all correspondence necessary relating to the rental period, the conduct of party members and the condition and contents of the rental property during their stay. Persons under 25 years old cannot stay in the property unless accompanied by responsible adults over the age of 25. The Party Leader shall inform the other party members of the terms and conditions which apply to all members of the party.

- 2) **MAXIMUM OCCUPANCY** - The villa is licensed by Osceola County, Florida for a maximum occupancy of 8 persons, including children and babies. State Law requires that only the persons named on the Booking Form may use the property and this must be adhered to. The accommodation **cannot** be shared or sub-let. If, following your original booking, any changes to your party arises, these must be notified to us in writing. Under no circumstances must the size of the party exceed 8 persons. Florida Fire Regulations, by which we are also bound - state that *a maximum of 8 persons only* can stay in a 3-bedroom property. Any person found occupying the accommodation who is not listed on the Booking Form will be asked to leave by our local agent/management company and may cause the whole party to be excluded from the property. No refund or compensation will be paid.
- 3) **PAYMENT OF BALANCE** - Full payment is required 8 weeks or more prior to the rental agreement commencing. Bookings made less than 8 weeks prior to rental will require full payment at the time of booking. If full payment is not received 8 weeks before departure, we reserve the right to consider that the booking has been cancelled by you and thus will entitle us claim the appropriate cancellation charges.
- 4) **CANCELLATIONS – By Client** - The client may cancel their booking in writing at any time. We, or our agents, will not be held responsible for client's costs arising whereby clients have not purchased holiday insurance to cover unforeseen circumstances which may necessitate cancellation of their holiday. In the event of a cancellation, the following charges will apply:

- 8 weeks or more prior to rental date : loss of booking deposit only
- 4- 8 weeks prior to rental date : 50% of rental charges
- 2 -4 weeks or less prior to rental date : 75% of rental charges
- 2 weeks or less prior to rental date : 100% total cost of rental charge

CANCELLATION – By Owner - In the unlikely event that due to circumstances beyond our control, we need to make changes to, or cancel your booking, we will inform you as soon as possible. We reserve the right to cancel any bookings at any time, and will only be held liable to refund Monies already paid by you the client. In cases of 'Force Majeure' your booking may need to be terminated prior to the scheduled conclusion of your booking. This however is extremely unlikely to occur although if the situation arises we will not be able to offer refunds, pay compensation or reimburse you for any expenses you may incur. Your travel insurance may cover you for these events.

- 5) **SECURITY DEPOSIT** - No payment in advance of occupation is required for the Security Deposit. However, our local agent/management company will take a credit card swipe from the Party Leader on the day of arrival to the value of \$300. This will not be taken off the Credit Card Holders account unless losses, damage or additional expenses are caused by the party during your stay.

If you do not have a credit card, our agent will require this deposit in cash or travellers checks. This will be returned to you within 21 days subject to a satisfactory inspection by the local agent/management company that no excesses will be needed to cover extra cleaning, damages or breakages which are beyond that which can be considered of reasonable usage during your stay. We reserve the right to pursue you for additional funds if excesses are found to be more than \$300.

- 6) **CHECKING IN AND OUT** - Is via our local agent/management company. The property will be available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am local time on the day of departure. If you arrive early and the property is ready for you – our local agent/management company will allow you to take early occupancy, which we do not charge for. It may be possible to arrange a later checkout dependant on availability of the property, however, an additional charge may be incurred. All rentals are inclusive of electricity, water and local telephone calls. For non-local calls – you will require a credit card or pre-paid telephone call card.
- 7) **SMOKING** - For your and other guests comfort, the villa is a non-smoking residence and **smoking is not permitted** under any circumstances within the property.

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- 8) **PETS** - For the comfort of all our guests, **pets are not permitted** in the property and if it is discovered that a pet has been in the property, no matter for how short a time- then you will be charged for an entire deep clean of the property and for any damage that the pet may have done. There will be an additional charge, should a pest control company's services be required.
- 9) **YOUR RESPONSIBILITES** - We ask that you treat our property and its contents with respect at all times. The property and its shared facilities are bound by the Rules and Regulations of the Housing Association responsible for the Estate. Properties on this Estate are occupied by persons who may be either residential or vacationers/holiday makers. Please ensure that the actions of all members of your party do not interfere with the enjoyment of either other holiday makers or residents and that your party acts in a responsible manner. While we wish you to enjoy your stay - please keep noise be kept to a minimum during late evening to early morning. Excessive noise will almost certainly lead to a visit from the patrolling Security Officer and could even lead to your party being excluded from the property without refund.
- 10) **PROBLEMS** – Every effort is made to ensure that the property is in good order for the duration of your stay. In the unlikely event that you find something missing or not working, please contact our local agent/management company immediately. When our local agent/management company has been informed of any failure, they will rectify the problem in a reasonable and timely manner. It is expected that you will give reasonable access for maintenance to the local agent/management company and other authorized personnel. Please report any breakages, damages, losses or accidents to the local agent/management company immediately.

We have made every effort to ensure the accuracy of descriptions concerning the property and services. However, we cannot be held responsible for any errors and omissions beyond our control. You are going to named villa - no alternative accommodation will be offered in the unlikely event that you are dissatisfied with your villa.

- 11) **CLIMATE** – Florida is a sub-tropical State, and as such, insects and small creatures are inevitable and are not a cause for complaint. Their presence is no reflection on the cleanliness of the property. The property is treated regularly as part of a pest and termite control programme. We advise you to keep all windows and external door closed. Not only will this help to keep bugs from the property – it will also enable the air conditioning unit to function more efficiently.
- 12) **FORCE MAJEURE** - The Owners of the property or their servants or agents accept no responsibility for, and will not be liable for, any loss, damage or changes caused by force majeure events including (but not limited to) strikes or other industrial action, war, riots, acts of terrorism, fire, flood, hurricanes or any adverse weather conditions, airport closures or any event beyond our control.
- 13) **LIABILITY** - The Owners and their local agent/management company and their respective agents do not accept any liability whatsoever, for any personal injury, death, accidents, loss or damage sustained by the members of the party or to their property. Under no circumstances are the Owner, local agent/management company and their respective agents liable for any consequential loss whatsoever. We strongly recommend that guests take out adequate insurance to cover this.
- 14) **TRAVEL & HEALTH INSURANCE** - It is the responsibility of all travelling members in your party to ensure that they have adequate travel & health insurance in force from the time of booking. We strongly advise that you obtain full insurance cover which offers maximum protection (but not limited to) medical expenses, travel, cancellations and delays, luggage and belongings. Clients should ensure that they also have adequate insurance cover in the event of their having to cancel the accommodation booked. All matters arising should be directed to your insurance company.
- 15) **PASSPORTS AND VISAS FOR NON-US GUESTS** - All passengers, including children and infants, must possess a full passport that is valid and acceptable to the US Immigration Authorities. If in doubt, you should contact your passport agency or US Embassy for clarification. The name on your passport should be the same as on the booking form.

The majority of visitors to the USA do not require a Visa as a result of the Visa Waiver Programme. Residents of non-US countries are advised to contact their passport agencies or US Embassy for clarification.

Visitors from Great Britain should be aware that there are some exclusions such as British Subject passports, Eire passports and anyone with a criminal record. Should you believe that any of these conditions may apply to you or any members of your party – please contact the US Embassy, passport office or any travel agency for clarification and guidance, especially if you do not hold a British Citizen passport. This information was correct at the time of printing.

It is the sole responsibility of the guest/s to make sure that they have all the correct travel documents. The property owners or their agents cannot accept any liability for any travel conditions not being met or for any refusal of passage.

AGREEMENT: I agree to all terms and conditions as set out above. I confirm I am over 25 years of age and that I am signing with the agreement of all people names on the booking form as their representative/party leader. I confirm that all party members agree with these terms and conditions.

Signed Date

(Print name)