

Booking Terms and Conditions Festive Palms Villa, Aviana, Davenport, Florida or Vacation House Disney, Kissimmee, Florida

BOOKINGS

The completion of the reservation 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). No all male parties or parties of guests who are under the age of 21 will be accepted. No pets allowed. For the comfort of guests this is a no smoking house. To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

RENTAL PERIOD

At peak times the rental period generally consists of one week booking, however at other times other periods are available. Stays of 6 nights or less will incur a cleaning fee. The house 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. Guests can arrange to arrive earlier or depart later if the house is empty.

PAYMENT

Together with your completed reservation form, a non-refundable deposit of \$250 (£150) per week is due within 7 days of your provisional booking. Upon receipt of your deposit we will send you confirmation of your booking. Payment of the balance is due 8 weeks prior to your arrival date. Upon receipt we will send out directions and access codes to your house.

SECURITY 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 of \$300 (£200) to be paid with your balance prior to travel. This deposit will be repaid to your party as soon as the management company has reported no damage. Our local management company checks the home before your arrival and after your departure and will advise us of any faults. 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. Receipts for repairs / replacements will be provided in the unlikely event that such retention of the security deposit is required. 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.

CANCELLATION BY GUESTS

In the event of your party needing to cancel, the following conditions will apply. 5-8 weeks prior to departure 50% of the total charge to offset the discount that we will need to re-book the property at short notice. Any cancellation within the final 5 weeks will regrettably result in loss of the whole booking fee (not including the security deposit) Failure to pay the final balance by the due date (8 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, 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. We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.

CANCELLATION BY THE OWNERS

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

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 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.

POOL HEATING

The private pool is under the care of contractors, and is 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. Pool heaters are made up of electrical and mechanical components, which can malfunction. We, and vendors, will not be held responsible for the failure of the same 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. The pool heater is scheduled to be turned on the morning of your arrival date. Please note they take 24hours to heat up.

COMPLAINTS

In the unlikely event of a problem arising whilst you are on holiday (relating to our house) you should immediately contact our management company, who will seek to resolve the matter speedily. Your satisfaction with our house is paramount to us and should you consider that the matter is of a serious nature, we ask you to contact us direct within 14 days of your departure from our house. However, if the problem has not been reported to the management company then we cannot accept any responsibility.

DISCLAIMER LIABILITY

The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused. The owners and their agents reserve the right of entry at any time. (This includes such workers as pool maintenance, gardeners etc) Website description: whilst all information supplied in the 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.

LAW

This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts. If you wish to contact us, please send an e-mail to ann@villas2rent-orlando.com