



Terms and Conditions 5 Star Villa near Disney

BOOKING:

By signing the booking form you confirm the acceptance of the Terms and Conditions set out below which shall be binding on all the persons intending to occupy the property whether or not such persons have signed the booking form. The Owners will confirm each booking as soon as possible after receipt of the signed booking form and deposit. **Once the Owners have issued the booking confirmation, the Signatory is responsible for the total price of the rental of the property as agreed.** The remaining balance must be paid 8 weeks before departure. If the full balance including security deposit is not paid 8 weeks before departure the Owners reserve the right to cancel the booking whereupon the funds held will be forfeited.

BOOKING CANCELLATIONS:

It is the responsibility of the signatory to ensure a signed cancellation letter reaches the owners by fax or mail. The reservation deposit will be forfeited. If cancellation is received after 63 days prior to the commencement of booking, the Signatory is liable to pay the full balance of the final invoice except the security deposit and pool heating charge. **The Owner may be able to accommodate the signatory on alternative dates but this may be at an additional cost to the signatory if the dates are within a different price band ie high season.**

SECURITY DEPOSIT:

Upon signing the Booking Form, the Signatory agrees to pay for any damage or loss of any kind to the property from the security deposit. Cost of damage in excess of security deposit will be chargeable. This deposit is fully refundable within approximately 4 weeks after your departure, providing there are no claims made against it. In the event of any excess damage of any kind to the property or excess cleaning costs or excessive use of utilities which exceed the security deposit, the Signatory will be held responsible for all additional costs. A deduction will also be made if costs are incurred for lock out. The owners reserve the right to pass on processing fee in respect of credit card payment to the guest.

AIR CONDITIONING

The air conditioning should never be set below 74 degrees. Any maintenance issues with the system should be reported immediately to our managers who will endeavour to diagnose and have it fixed as soon as possible. Please note that certain repairs to equipment in licensed rental homes have to be carried out by licensed contractors by state law. We and our managers are not liable for any equipment failure.

BBQ

The gas bbq is supplied by owners for guests' use free of charge and must be cleaned after use. Failure to do so will result in a cleaning fee of \$50 being docked from the security deposit. Please check the gas bottle gauge before planning a BBQ – guests are responsible for cost of gas refill if renewed.

ADDITIONAL CLEANING: It is your responsibility to supervise children whilst eating and drinking in our home, due to the colouring in certain products like Gatorade, if spilt they dye the surface on which they are dropped and cannot be removed, even with professional cleaning. You will be liable for the cost of any replacement that is deemed necessary following such spillage. Removal of Chewing gum will be chargeable. We also ask that you do not wear wet or dirty footwear on any of the carpet areas especially when entering the home from the pool area, as the chemicals in the water can damage fabrics.

All trash must be placed in a bin bag before putting in trash cans/dustbins. Trash & recycling collection is twice weekly - trash bins will be moved to kerb by resort staff. If trash is dumped loose in bins and not in bags or excessive trash is left at the home then a fee will be charged to bag it up and carry it away. Recycling is not bagged. Due to the Florida heat trash can become extremely unpleasant so it is important to adhere to this rule. We ask that guests appreciate being on a conservation area with Florida wildlife it is a fact of life that animals such as raccoons will attempt to overturn the trashcans. If you wish to avoid this or have excessive amounts, bagged trash can be taken to the compactor situated outside the Townhomes (near tennis courts).

During your stay in our home you are responsible for the laundering any change of bed linen that you carry out. When laundering do not use bleach on coloured linens, do not mix darker coloured items with lighter coloured items. ** A charge will be made for excessive laundry being left upon departure.******

LAUNDRY MACHINES: The washing machine, new Nov 2017, is designed to use HE detergent. This is a low-sud product. Use of other detergents will cause the machine to run for much longer to rinse out the additional soap suds. HE detergent is available at all supermarkets and recognisable brands include TIDE – see HE symbol on the pack.

Dryer: Please clean the filter before/after use for best results.

COMPLIMENTARY ITEMS

On arrival there will be Bathroom soap, dishwasher soap, toilet paper, small supply of bags for trash.. The use of kitchen bin and trash bin liners is essential. Often previous guests will leave bin liners and laundry products behind for the next guests – please extend courtesy if you can. **Our managers can supply a grocery pack if required – please ask for details.**

LIABILITY

The Owners and the Management Company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or their personal belongings however caused. The use of all accommodation, including the pool, is entirely at the user's own risk. **CHILDREN MUST BE SUPERVISED AT ALL TIMES BY RESPONSIBLE ADULTS** especially when using the swimming pool. Diving into the pool is not permitted. Glass is not permitted within the pool area. **It is the guests' responsibility to supervise children when the pool cover is on.** The Owners or Management Company cannot accept any liability for any loss of rental time due to travel problems, flight delays, industrial disputes or any events which are outside our control, including any form of Force Majeure. All guests are advised to take out appropriate insurance for their stay in United States. The Owners or their Management Company cannot accept any liability for any loss of cable tv, phone, internet reception or resort facilities made unavailable.

RESPONSIBILITIES

The guests are responsible for the property and are expected to take all reasonable care of it **including the locking of all doors, windows and garage doors and setting alarm, locking safe. Door/safe/alarm codes issued to guests should be safeguarded.**

If pool/spa heating has been purchased it is the guests' responsibility to place the pool cover on when not in use and overnight. **failure to do so will result in the pool temperature dropping.** There will be no refunds given for prepaid pool/spa heating. If the ambient (outside air) temperature drops to 55 or below, the pool heat will not be effective. We cannot guarantee pool temperature. Spa heating is designed for short periods of spa use.

PARTY SIZE

Everyone occupying the property must be listed on the booking form – this includes small children. This is Florida State law and must be adhered to. We are licensed for short term rental for occupation up to 14 persons. The accommodation cannot be shared, sub-let or assigned and only the persons shown on the booking form are permitted to stay in the property. No pets are permitted. Persons under 21 years of age are not accepted unless accompanied by parents or responsible adults. All male or all female parties of guests will be allowed only on discretion of owners. The Owners and management company reserve the right to refuse admittance and terminate the let if these conditions are not met. Failure to comply will render the booking void and no compensation will be paid. We reserve the right to remove guests from the home if the party exceeds those stated on the booking form. No sub-letting will be tolerated. Eviction by sherriff is normal procedure.

PLEASE READ: ARRIVALS AND DEPARTURES

The house will be available for occupancy from 4pm on the day of arrival and must be vacated by 10 am on the day of departure. Due to the length of time our cleaners need to prepare the home for the next guests we ask that you do not arrive/depart outside these hours. Should you wish to extend your stay, please contact the owners direct or the management company in good time. Either way the owners should be notified of extra nights in the property to avoid double-booking. If you arrive early or are departing late in the day, please make use of the Clubhouse facilities where you can swim, use the arcade, gym, sauna, internet room and coffee/tv lounge.

SMOKING

For the safety and comfort of all our guests, **we do not allow smoking inside the property.** Should you wish to smoke outside in the pool area, please dispose of your cigarettes in ashtrays. Should any smoking-related damage be caused, the repair costs will be deducted from your security deposit. This includes cleaning the pool d

CODE OF CONDUCT

Whilst we wish all our guests to enjoy their vacation, nothing should interfere with the quiet enjoyment of other holidaymakers/residents. Please do not swim, play loud music or do anything else which is likely to inconvenience or annoy the neighbours after 2300 hrs or before 0700hrs. In the event that anyone in your party behaves in such a way which our Management Company believes is likely to cause danger, distress or annoyance to anyone else on the community or damage any property on Emerald Island Resort, the Owners or their Management Company reserve the right to terminate your let immediately and forthwith. The Owners or their Management Company shall not be responsible for any costs you will incur, nor shall they pay any compensation, nor make any refunds due to this action.

FORCE MAJEURE

As with any other vacation, there may be circumstances completely beyond our control and contemplation, in which the property may not be available for your booking. Examples of these circumstances (but not limited to) are destruction of or severe damage to the property. Such circumstances are referred to as 'Force Majeure'. In the event of Force Majeure the Owners will do their best to make alternative arrangements for you where possible. If they cannot or if alternative arrangements are unacceptable to you prior to departure, then they will refund all monies paid. If the guests have commenced their vacation and force majeure causes the accommodation to be unusable but alternative accommodation cannot be found by the owner a refund for the remainder of the rental will be given. Cleaning costs will be incurred if the rental has commenced. This will be the full extent of the Owners' liability in such circumstances and they shall not be responsible for any other costs connected with any such cancellation, however arising. Adverse weather conditions, flight delays and cancellations are beyond our control.

INSURANCE

It is a condition of this booking that all members of the party are covered by travel insurance which carries adequate protection against delays and cancellation and has adequate medical insurance for the USA.

LAW

This contract is subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdictions of the English Courts.

OWNER ACCESS

The Owners, Nick and Ann Cook, or their Management Company, MC Villas shall be allowed access at any reasonable time during your stay.

PARTY LEADER (print name):.....SIGN:.....I, as party leader, have read, understood and fully accept the above terms and conditions imposed.

(Please print and sign name above)

Date: 2018

Owners:
Nick and Ann Cook
99 Benfleet Road, Benfleet
Essex SS7 1QF, UK
Phone or fax: (01702) 556004 or cell: (07887) 507075
+44 1702 556004 for international callers
Email: enquiries@5starvillaneardisney.com Website: www.5starvillaneardisney.com