

DisneyForTheDiscerning.com

Terms and Conditions of Rental

Please read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us (hereafter called the Owner) for clarification before you sign the booking form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will accept your booking at the current price published on our website (or supplied in writing) at the time of booking. As soon as the booking form is completed and the deposit cleared, the cost of the rental is guaranteed against any further increase. This guarantee is offered as long as all other terms and conditions are being adhered to and providing you do not make amendments to your vacation rental arrangements that would have altered the calculation basis.

Your holiday home rental includes exclusive use of the villa booked, including use of the grounds it is situated on and services eg. Gas, water, electricity and garbage collection but it excludes optional services like pool/spa heating which should be reserved and paid for in addition to the rent.

Bookings are valid after the booking form has been completed, signed and received by the Owner and the appropriate deposit has been received and cleared in the Owner's bank account and the booking has been confirmed by the Owner to the Guest in writing, either via email or a letter.

1. The person who signs the Booking Form, certifies that he/she is authorised to agree to its content on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years of age or over. Bookings are not normally accepted from parties of young people under 21 years of age.
2. An advance deposit of £250 (\$350) must accompany bookings and this amount is non-refundable. You should pay the balance ten weeks prior to the commencement of the holiday. A minimum security deposit of £250 (\$350) will also be paid with the balance – depending on length of vacation and – apart from covering damage and loss – will also be used to cover 'excessive' use of electricity (eg air-conditioning on full with external doors left open), 'excessive' cleaning costs if the house is left in a very dirty state, unauthorized late check-out, and for any phone calls made from the villa to mobile (cell) phones. The entire security deposit will be retained to cover fumigation costs if someone has smoked in the villa or if pets have been in the villa. The security deposit less any charges, will be refunded as soon as the Management Company has completed its inventory and occupancy report. This will normally be returned to you no later than 4 weeks after your return. Rest assured that we expect normal wear and tear and this is taken into consideration.
3. If you cannot provide proof that you paid the full amount of the final balance due, or we can prove that we did not receive your payment on or before the due date we will send you one reminder and if we do not hear from you or receive your full payment we will treat your booking as cancelled and would then apply the cancellation charges as prescribed in this document.
4. If payment for either the deposit or full balance, (including security deposit), are refused by the bank, we will make a charge of £10 to cover bank charges and our administration costs. If this happens close to or after the due date, we may apply the cancellation policy as item 3 above.

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5. If the Guest wishes to cancel the booking he should advise the owner immediately in writing. The Owner shall be entitled to retain all payments already made and to recover, if not already paid, the balance of the rental charges as follows:
 - a. 30 – 60 days notice: 50% of the rental charge.
 - b. Less than 30 days notice : 100% of the rental charge.

6. Natural catastrophies, utility supply interruptions and other circumstances beyond the Owners control may necessitate the cancellation of the rental arrangement by the Owner. The Owner will, in such rare circumstances, commit to search for alternative accommodation of a similar nature. Where these attempts are unsuccessful or rejected by the Guest, the booking will be formally cancelled and the Guest will receive a refund of all payments made to the Owner. The Owner cannot however, make compensation for liquidated damages.

7. The Guest agrees to pay the full cost of any breakages, losses or damage to the property as long as these exceed reasonable wear and tear. As an example, we will naturally not charge for the loss of a spoon, a broken glass or a spot on a carpet that can be removed. But we may need to make a charge for damages that only a reasonably costly repair or replacement can put right eg. a broken table top, ripped pool screen, spillage that requires professional cleaning or carpet replacement if professional cleaning cannot remove a stain.
A broken snooker cue is \$15 to replace; a bath towel is \$15; a hand towel is \$10; a pool towel \$20; if a stain cannot be removed from a carpet, which then needs to be replaced, we will provide a quote. If a mishap does occur we recommend that you report this immediately to the Villa Management Company to agree a solution agreeable to both parties. In case of dispute the Owner's Villa Manager shall have the right to be sole arbitrators. Guests agree :
 - a. To take good care of the property and leave it in a clean and tidy condition at the end of the holiday
 - b. To report any damage, loss, problem or concern **immediately it is discovered** to the Owners Management Company in Florida. Failure to do so will make any subsequent claim invalid
 - c. To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary eg. pool and lawn service.
 - d. Not to sublet or share the property except with person(s) nominated on the booking form
 - e. To pay (via deduction from the security deposit) for any telephone calls made to mobile (cell) phones from the villa. All calls to land lines are free both international and national.

8. Electricity, water and other utility services can fail eg. during severe weather or for other reasons over which we have no control. Our Villa Manager will assist our guests in all aspects where possible but we cannot accept liability for loss of main services or failure of appliances, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner.

9. The property is available after 4.00pm on the day of arrival and should be vacated by 10.00am on the day of departure. We will try to accommodate individual requests for early check-in or late check-out wherever possible providing our cleaning service has sufficient time to prepare the house for the next guests (please bear in mind this may be you). If you want to check-out late without prior arrangement this may result in extra rental charges which we may deduct from your security deposit. The Villa Manager cannot make commitments for early check-in or late check-out – this must be agreed with the Owner prior to departure.

10. The owner is not responsible for injury, damage or loss caused by any reason or for any claim made as a result of this booking. The Guest must take out adequate travel insurance policies to cover such risks. This waiver is also applicable to people visiting the property as your guests. The Owner does not accept any liability for any injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

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11. An additional fee per week will be levied if the Guest requires the pool and/or spa to be heated during their stay. Guests use the swimming pool at their own risk.
All spas and pools are under the care of contractors, they are 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. Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. Homes of America, 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.

Spa and 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. Spa and pool call outs are only during working hours. Should guests require attention that is non-emergency related (i.e pool not heating) there will be a call out charge of \$50.00. Spa and Pools are scheduled to be turned on on the morning of your arrival date. Please note they take 24hours to heat up.
12. The pool is cleaned and chemically balanced at least once a week for your safety and comfort, however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay the Villa Manager will contact you as it may be necessary for you to be out of the pool for a short period of time.
13. As Owners of the property, we, our servants or agents, will not be liable for any loss or delay caused by forces beyond our control which include any of the following : strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems affecting transport, aircraft, closure of airports or any other event beyond the Owners control.
14. Airline companies, Captains or ground staff are legally entitled to deny boarding to passengers who present themselves at the aircraft in an unreasonable state due to the influence of alcohol or drugs, make threats and/or may divert the flight and request police assistance in case of unruly behaviour en-route. Any passenger affected by any of the above mentioned incidents will be considered as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will be applied.
15. The maximum occupancy of the villa is 8 persons and is determined by the authorities within strict guidelines for fire safety. If your guest list changes you must inform us immediately. If you number of guests exceeds the number of originally accepted guests we will assist wherever possible in booking additional space in villas nearby. Please note that contravention of the above may affect your rights including those against insurance companies and may well render your booking void. If additional guests are not notified our Villa Manager will inform you that all payments will be forfeited and you will be asked to leave the villa immediately without further compensation.
16. For allergy and health reasons we have a strictly no pets policy. Smoking is allowed outside the air-conditioned area of the house. If BBQ sets are used these must not be used inside the house or on the pool deck but only on the lawn area. Please note that contravention of the above may render your booking void and all moneys including your security deposit may be forfeited. There will be extra charges for sanitation services to go through the house to remove pet or smoke smells. If you use a BBQ set supplied by ourselves, please clean after use. Failure to do so could result in a cleaning fee.
17. Our villa is situated in a quiet residential area and you should be considerate in your behaviour and keep noise to a reasonable level – particularly at night – so as not to disturb your neighbours.

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18. Complaints : We sincerely hope you do not have any! But in the likely event that you wish to register a complaint during your holiday, contact The Management Company immediately and follow this up with a written document. Give a copy to them and send a copy to the Owner on your return. Unfortunately, we are not always able to control all the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control – wherever possible the Guest will be made aware of these changes prior to departure.

I have read and agree to abide by the Terms and Conditions laid out above

Signed

Print name.....

Date.....

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