

# BigDisneyVilla T&C's

January 2023

## General

- Financial figures below are shown in US Dollars (USD) unless otherwise stated.
- Receipt of then deposit paid by the party leader (*\*the guest*) confirms the acceptance of the terms and conditions set out and shall be binding on the person(s) booking and intending to occupy the premises.
- No parties of all male or all female guests who are all under the age of 25 will be accepted.
- No pets accepted. If a pet is found at the villa then the security deposit will be retained in full.
- For the comfort of guests our home is non-smoking including the patio/pool deck area. The Property is licensed by the Florida State Hotel licensing authority as a non-smoking building and compliance is mandatory. This includes within the pool enclosure. Non-compliance with these terms will result in a forfeit of the security deposit and you could be asked to leave without refund.
- To ensure comfort, security and peace of mind our home is registered with the State Authorities and are in full compliance with all relevant legislation.
- An additional pre/post stay preparation fee of \$170 USD / £150 GBP is payable on all bookings.
- The villa is available for occupation from 1600 hours, local time.
- Departure time is 10 am unless otherwise agreed with the Management Company or the home owners.
- There are fire alarms situated around the entire villa and pool alarms situated on all doors leading out onto the pool deck. Any tampering of these alarms will result in a deduction of \$50 from your security bond.

- All local and national calls throughout the US are free excluding premium/special rate numbers. All other calls are paid for as taken. International calling cards can be purchased from local gas stations.
- All bed linen and towels are provided for your needs.
- The villa has hi-speed wireless internet access. To take advantage of this you will need to bring your own wireless internet device.
- Premium rate cable channels and pay per view events are blocked as standard. Guests adding unauthorised packages will be liable for the cost of these services as a deduction from their security deposit.
- Vehicles must be parked on the drive and never on the lawn in front of the property. The Games Room has been converted from a garage and under no circumstances should a vehicle be parked inside this.

## **Pool Heating**

- Pool heat is recommended October to April.
- Pool heating takes 24-48 hours to become effective after being turned on.
- Pool heating works on a timer and runs from 9:00 to 18:00.
- Pool heating will be charged for a minimum of 5 nights.
- The pool is heated to 10 degrees above the ambient air temperature to a maximum of 86 degrees Fahrenheit.
- Pools typically cool overnight.
- If pool heating is requested after arrival a call out charge of \$30 will be made to the Guest to turn the pool heating on and off.
- The owners are unable to return any payment for pool heating should the air temperature be too low for the pool heater to work.

## **Payment details**

- A non-refundable deposit of \$250 per week is due within 7 days of your initial reservation.
- On receipt of your cleared deposit we will send out a confirmation of booking.
- Payment of the balance is due twelve weeks prior to your arrival date. On receipt of your parties' final payment, an arrival email giving all necessary information will be forwarded to you. This will include your personal entry code to the villa.
- A refundable security deposit of £250/\$250 (per week) must be paid with the final balance (see below for further details).
- All payments must be made by direct bank transfer.

## **Security/Breakages Bond**

- A refundable security deposit of £250/\$250 (per week) must be paid with the final balance.
- This security deposit will be repaid directly to your nominated bank account within 30 days of your departure, providing the local Management Company have reported no damage or loss to the property. They check the inventory prior to your arrival and after your departure and will advise of any faults. These may include additional cleaning costs for spills, stains etc.
- The security deposit will be refunded in the same currency as original paid to us.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage, loss and unnecessary Management Company call outs or failure to properly secure the property.
- If you forget the front door access code, you are to phone our local Management Company immediately and they will allow you re-entry into the house.

- *The guest* is held responsible for any damage, loss or breakages that may be caused to the property, its contents and also for any items in the inventory during your stay. All damage and faults caused or found at the home must be reported to our Management Company at the earliest opportunity (and before departure).
- We reserve the right to pursue *the guest* for recompense for any and all damages, losses etc. caused which may exceed the value of the security deposit 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. Spoiling and contaminating food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care in this may be passed to you.
- Guests are responsible for abiding by local bylaws and regulations (e.g. as set by the local Windwood Bay Homeowners Association). Any fines incurred by guests for violations of these regulations will be deducted from the security deposit. Details of trash can collection schedules are provided within the villa.

## **Party Size**

- Under Florida State law, everyone occupying the property must be listed on the booking form, including small children
- The villa cannot be shared or sub-let and only the persons shown on the booking form and approved in advance by the owner are permitted to stay in the property overnight. Additional persons staying outside of these terms will result in a charge of \$100 per person per night, regardless of age.

- Guest's visitors are not permitted in the property between the hours of 12:00 AM and 7:00 AM. No more than six visitors are permitted at any time.
- The owners reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void and the rental may be terminated immediately. No compensation will be paid to the renter for any losses suffered due to the renter's failure to abide by these Terms & Conditions.

## **Safety and Security**

- Due to State Fire Regulations under no circumstances may more than the maximum number of persons identified at time of booking occupy the property.
- Any unauthorised occupancy by people not listed will be subject to immediate termination of the rental agreement without refund of monies.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses / plates are provided.
- For security reasons this villa is equipped with night vision cameras at the front door and at the side of the villa monitoring pool heating controls and equipment. Tampering with this pool heating equipment will result in the forfeit of any security deposit and the guest will also be liable for any additional heating and other costs incurred including call-ours and repair charges. If in any doubt, please contact the Management Company

## **Liability**

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool and villa.
- It is your responsibility to ensure that children are always supervised properly in and around the pool and inside the villa.

## **Complaints or Dissatisfaction**

- In the unlikely event of a complaint during your stay please contact the Management Company immediately.
- If the matter cannot be resolved, you should contact the owner, in writing, within 7 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company, the owner cannot accept any responsibility.

## **Insurance**

- You are strongly advised to take out appropriate comprehensive travel insurance which carries adequate cover in the event of personal accident, death and injury, delays, cancellation, loss or theft of personal belongings/luggage and medical services whilst in the Property. The Guests agree to fully indemnify the Owners and their Management Company in respect of all claims for these and any other risks that may arise howsoever caused.

## **Cancellation**

- In the event of your party needing to cancel, the following conditions will apply.
  - Cancellation notice 12 weeks plus prior to arrival date = Loss of deposit
  - Cancellation notice less than 12 weeks prior to arrival date = 100% of the total charge
- Deposit is non-refundable upon cancellation.
- Please ensure you have adequate Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.

## **Cancellation by the Villa Owner or Management Company**

- 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 our Management Company will always help us by seeking to relocate your booking to a villa of a similar or superior standard.

## **Force Majeure**

- The Owners (including the Management Company) accept no liability whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of your booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, global pandemics, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress

within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, loss of mains electricity or gas supplies, or any other events beyond our reasonable control.

## **Booking Terms and Conditions**

- Amendments and Enforcement. The Owners reserve the right to vary the Booking Terms and Conditions at their sole discretion. Guests will be advised of any such changes to the Booking Terms and Conditions. At the sole discretion of the Owner and without further notice having to be given to the Guest, the Owner reserves the right to fully enforce these Booking Terms and Conditions and may utilise local law enforcement agencies where and when required to address any and all breaches of the Booking Terms and Conditions.

## **Privacy Statement**

- We will not pass your details on to any other agencies or third parties, except those specifically involved with providing customer services in conjunction with your rental of the villa.
- Any information provided to us by those making enquiries or visitors to our web site, or for example, those customers completing on-line booking forms or submitting their email address or other contact information, will be used solely for the purpose of renting.
- We will at all times respect the privacy of all of our clients.



## **Disclaimer**

- **LIABILITY** – The property is privately owned and neither the owners nor the Management personnel accept any responsibility whatsoever for personal injury, accidents or loss or damage to personal effects, however caused.
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, gardeners etc.).
- Whilst all information supplied on 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 the 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.