

Villa Casablanca Terms & Conditions of Rental

Website: www.disneyvilla2rent.net

Email: info@disneyvilla2rent.net

Please ensure you 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/s) for clarification before you sign the booking form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as we have confirmed your reservation, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g. Gas, Electricity and Water (excludes pool heating unless otherwise stated).

NOT included in our rental prices: a) Flights. b) Car Hire. c) Holiday Insurance. d) Pool Heating

1. Bookings are valid after

- i) The booking form has been completed and signed and received by the Owner and
- ii) the appropriate deposit has been paid and
- iii) the booking has been confirmed in writing or email by the Owner to the Guest.

2. The person who signs the Booking Form certifies that he or she is authorised to agree the Booking Terms and Conditions 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 cannot be accepted from parties of young people less than 21 years of age.

3. A deposit of £100 / \$200 per week booked must accompany bookings, which is non-refundable. Upon clearance of the payment the booking is confirmed.

The balance must be paid eight weeks prior to the commencement of the holiday along with a Security Deposit of £200 / \$300

The security deposit will be returned to the Guest 21 days after the completion of the holiday as long as any key(s) are returned and no damage or loss is reported by the

Owner's Management Company. If damage is reported that costs in excess of £200 / \$300 we reserve the right to claim this off the Guest

We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply.

In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10 / \$15 to cover the bank charges and our administration costs.

4. If the Guest wishes to cancel the booking he/she should advise the Owner immediately by telephone followed by confirmatory letter. The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:

30 - 60 days notice: 50% of the rental charge

Less than 30 days notice: 100% of the rental charge

5. In the unlikely event that circumstances beyond the Owners control necessitate the cancellation of the rental arrangements, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

6. The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss). Guests are required

- 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, problems or concerns immediately it is discovered to the Owner's Management Company
- c) To permit the Owners or their Agents reasonable access to the property to carry out any maintenance if necessary.
- d) Not to sublet or share the property except with persons nominated on the Booking Form.
- e) To arm the alarm system whenever vacating the villa, all doors leading to pool area must be secured (where additional bars are installed, these must be secured also). Failure to comply with villa security measures will forfeit your security deposit.

7. No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner. Furthermore, it is possible that some construction work may take place in the area of new homes. The Guest should establish the status of the development prior to booking.

8. The property is available after **4:00pm** (local time) on the day of arrival and must be vacated by **10:00am** (local time) on the day of departure. Failure to comply with this may result in extra rental charges which the Guest agrees to pay.

9. The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy (ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).

10. The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of action by the Guest(s) and other people occupying the property during the period of the let.

11. An additional fee of \$30 per day will be levied if the Guest requires the pool to be heated during their stay. Guests may use the swimming pool at their own risk. They should always observe the safety notice displayed in the pool area.

Pool heating will be switched on the day ordered and may take some time to heat the pool to optimum temperature. Having ordered pool heating, the Owner is not responsible for the weather and if it's warmer than expected, pool heating still has to be paid for. The blanket provided must be used when pool is not in use (especially at night) or the heater will not function properly.

The heater is a mechanical device, as with any mechanical device it can be subject to electrical or mechanical failure. If such an occurrence was to happen, every effort will be made to repair the heater. If the guest has paid for pool heat, then we shall refund only the days the Guest is without pool heat. We cannot and will not refund for anything that has not been paid for.

12. The pool and spa are cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to them to maintain safe and correct chemical levels. Should this occur during your stay, for safety reasons, it will be necessary for you to refrain from using the pool and spa for a period of 12-24 hours.

13. As owners of the property, we, our servants or agents will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control.

Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charge will apply.

14. The maximum occupancy for the villa is 10 persons and this is determined by the authorities within strict guidelines for fire safety. Please note that contravention of

the above will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

15. **Strictly no pets or smoking** are allowed in the villa at any time. Please note that contravention of the above will render your booking void and all monies will be forfeited.

16. Our villa is situated in a quiet residential area consisting of approximately 50/50 rental homes/US residents. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.

17. Complaints: We sincerely hope you don't have any! In the unlikely event that you wish to register a complaint during your holiday, contact the Management Company immediately and follow this up with a letter of complaint. Give a copy of the letter to the Management Company and issue a copy to us on your return. Unfortunately we are not always able to control the components of our rented accommodation and it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.

18. British Citizens travelling on the visa waiver scheme and staying for less than 90 days should hold a full British passport, which is valid for at least 90 days following their entry to the U.S. All other nationalities should contact the U.S. Embassy for further information.

19. The villa is equipped with a wireless internet connected Laptop for your use. Please note that this service is provided FREE of charge. While we endeavour to have this available for guests, routine maintenance may mean that we have to withdraw it from use at short notice. We accept no responsibility whatsoever for this. The owners cannot be held responsible for any failures, or non-availability, of communication lines. We ask that you do not try and tamper with the Laptop, load any software on to it or download any files from the internet. The Laptop is thoroughly checked after each booking and you risk losing your security deposit if any evidence of tampering has been found. It is a condition of the terms of rental that you adhere to these rules.

20. In accordance with the Crescent Lakes Homeowners Association rules, no truck, van, boat, trailer, recreational vehicle, commercial vehicle or other types of non passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on Crescent Lakes. The connection of the villa's utility supplies to any external vehicle/appliance is strictly prohibited.

21. This contract is subject to and shall be construed in accordance with Scottish Law and shall be subject to the jurisdiction of the Scottish courts.

22. In accordance with the Crescent Lakes Home Owners Association regulations, parking or storing of vans, trucks, boats, trailers, recreational vehicles, commercial vehicles, or any other type of non passenger vehicles on any portion of the property is prohibited.

23. **Climate.** Florida is a tropical climate, therefore the home of many insects. In order to repel such insects our home is treated on a regular basis. Inevitably, some might occasionally find their way inside the property; these are best eradicated by spraying with a suitable household repellent. Furthermore, to further reduce the amount of unwanted guests entering the home, it is advisable to clean up spills immediately and clear worktops, floors and pool area of crumbs.

Emergency Contact Details (Name, address, email or telephone number)

IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR

I agree to pay the balance eight weeks prior to departure.
I accept the Terms & Conditions of rental on behalf of my party and myself.
I am over 21 years of age.

Signed _____ Date

Please sign the above and return by post with your payment to: Mrs L Carey, 8 Mackie Ave, Stewarton, Kilmarnock KA3 5HE, SCOTLAND, UK