‘DISNEY VILLA’

RENTAL AGREEMENT

Occupancy

Your holiday villa is available for occupancy from 4:00pm on the day of arrival and must be vacated promptly by 10:00am on the day of departure. Admittance before or after these times are by prior arrangement only

Your holiday villa is for a maximum of 8 people (plus infant) only. All those staying in the villa must be named on the booking form. Any changes to these names must be confirmed before the holiday commences. We reserve the right to refuse access or to make a charge for over-occupancy of the villa if the Management Company finds this to be the case.

The Villa has an Alarm System installed. You will receive an information sheet with details of how to use the alarm and the alarm code for your rental. The code is changed for every rental therefore ensuring the home is secure for each Guest. It is therefore essential you do not attempt access outside of your check in times as you will activate the Alarm System. Should this be activated the Sheriff will attend and a charge will be made to you as a false alarm.

Management Company

Our local Management Company is there to help you enjoy your holiday to the fullest. If you encounter any problems, or need advice on the locality and its attractions or facilities, just pick up the phone and they will be pleased to help. A folder will be in the Villa with full details of local facilities, hospitals etc.

In the event of any breakdowns or malfunctions, please call them immediately to request assistance.

A cot and a highchair are included. Please note that linen is not provided for the cot. Should you need additional similar items please call the Management Company who can supply them at a nominal charge. The use of the cot and highchair are solely at the Guests discretion and responsibility. Guests must check the equipment before use to ensure its safety. Guests will not deem the Owner and Management Company responsible for the use of this equipment.

Deposit: A deposit of £150 / $250 / 200 Euros per week or part thereof, is required when booking your holiday villa. As soon as this deposit is received, your booking will be confirmed. The full balance of the rental cost will be required 10 weeks prior to your rental period commencing. Bookings made within 10 weeks of your holiday commencing require the full amount to be paid when the reservation is made.

Payment can be made either by bank transfer or Paypal.

Security Deposit: The owner will take a security deposit of £300 / $400 / 300 Euros on payment of the balance of your holiday. Deductions will be made from the security deposit for any breakages / damage to the villa or pool heating which may be requested once at the villa.

The security deposit will be returned by bank transfer or Paypal on completion of the post-visit inventory which includes a thorough check of the villa contents including the cleanliness of BBQ, DVD’s, Games etc, which will be within 4 weeks of your departure.

Any damage, faults etc with the house MUST be reported within 24 hours of your check in or you will become responsible for any damage, missing items etc. Receipts for repairs or replacements can be provided if requested in the unlikely event that such retention of the security deposit is required. The Guest is held responsible for any damage or breakages that may be caused to the property its contents.

We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit within 14 days of being served notice of this.

Security: We have surveillance cameras, which record outside our home. The cameras cover the perimeter of the villa, garden areas, driveway and all the external areas of the property. The cameras do not view the pool / deck area or into any windows into the home – they are just for external security.

Cancellation: Your holiday is non refundable up to 10 weeks before the start of your holiday. Should the cancellation occur after the balance has been paid, then the full amount will be forfeit. We therefore strongly advise you to take out holiday travel insurance as soon as your booking is confirmed - this should cover any cancellations for reasons beyond your control. This includes cancellation in relation to COVID unless travel restrictions are put in place by governments and you are legally unable to travel.

In the unlikely event that, due to circumstances beyond the Owner's control, the villa becomes unavailable, a villa in the same area and of the same specification will be provided. If, in turn, a substitute villa is not available, a refund will be made in these circumstances.

Games Room: A Games Room is provided at the Villa. Guests must ensure that the notices in the room are adhered to at all times. The equipment in the Games Room must be treated with respect, any damage / missing items will be deducted from the Security Deposit. The Games Room is used at the Guests own risk.

Pool & Jacuzzi Heating: Pool / Jacuzzi heating is currently charged at a rate of £26.00 per day (min 4 days). These rates are subject to change and are therefore not guaranteed. A pool blanket is provided to ensure heat retention. The pool blanket, if on the deck, must be used **at all times, day and night, when the pool is not in use** to keep the pool warm – temperatures cannot be guaranteed particularly during cold weather and if the pool and Jacuzzi blankets are not used during periods of non use. Pool heating should be paid and confirmed with the owner prior to your holiday with at least 2 weeks notice. A minimum of 4 days pool heating will be charged. Should you decide to request pool heating from our Management Company they will either charge you locally for the pool heating **or** a pro rata daily rate would be deducted from your security deposit by the owner (min 4 days). A minimum of 24 hours notice should be given to the Management Company. Any changes, i.e. you require the heater to be switched off during your stay the Management Company reserves the right to make a small charge to you for this facility. If not paid locally this charge will be deducted from your Security Deposit.

In the event that the Pool / Jacuzzi heating is requested to be switched off – a pro rata amount will remain payable (a minimum of 4 days will be charged).

The Pool and Jacuzzi are used solely at the Guests discretion and responsibility. Safety notices are provided on the deck area and should be adhered to at all times.

Childrens Safety: Children must be supervised by an adult at all times in the Villa, Games Room, Pool Deck area and Garden / Grassed areas. It is the responsibility of the parents to ensure their children and safe and free from harm whilst at the property.

Maintenance: A local Management Company maintains 'Disney Villa'. All breakages, accidents, problems and losses must be reported to the local Management as soon as they occur so that they can be attended to. The villa is thoroughly inventoried after each rental period to check for damage, breakages and / or missing items.

Authorised maintenance personnel may require access to your rental during your stay. The Management Company maintains the right to enter the property without notice or prior consultation if required.

Computer, TV, Pool Heater and other equipment / systems: Although we strive to maintain any equipment, system or item in the Villa in full working order, there will be times when breakdown will occur. We will arrange repair as quickly as possible but we cannot guarantee that any equipment will be available at the villa during your stay.

Damage / Stains to Carpet and/or Furniture: Any damage or stains to the carpet or furniture found in the Villa or if the carpet requires cleaning or any other costs incurred by us for replacement, repair and additional cleaning as reported by the Management Company will be deducted from your Security Deposit. If you stain the furniture or carpet or sustain any damage to the villa or its contents please report it immediately to the Management Company in order that it can be dealt with quickly and to reduce the costs.

Additional Items: We provide a gas BBQ at our villa. It is the responsibility of the Guest to ensure the BBQ and any Inflatables / toys left by other guests are safe to use. Therefore, they should be checked thoroughly by the Guest before use. The BBQ must be used on the Deck Mat provided and not moved from that part of the deck area where you will find it. It is the responsibility of the Guest to leave the BBQ clean and covered when checking out of the villa. A $70.00 deduction from the Security Bond will be made if the BBQ has to be cleaned. The BBQ is checked on every inventory after check out. The Guest should check the BBQ on arrival to ensure that it is clean on check in.

Community Gym / Clubhouse: Access to this facility is only by Security Coded entrance. A letter will be sent to you, on request, confirming the full terms and conditions of use of the Gym / Clubhouse. The terms laid out in the letter will constitute part of these terms and conditions of use. The availability of this facility cannot be guaranteed at any time. This building is monitored by CCTV inside and out by the Homeowners Association. This may at times be unavailable therefore access cannot be guaranteed.

Air Conditioning Controls: These controls are locked and should never be tampered with. Tampering with the controls or attempting to change the settings / temperatures outside of the range available can cause damage to the systems. The system temperatures vary automatically throughout the day for your comfort. You are able to vary the temperature yourself within the range of temperatures.

Pool / Jacuzzi Heater Controls and Pool Valves. The Pool Heater controls are locked and should never be tampered with. Tampering with the controls or attempting to change the settings / temperatures can cause damage to the systems. The Pool is heated to a maximum of 88 degrees and the Spa to a maximum of 98 degrees although these temperatures cannot be guaranteed particularly in the winter months. The valves at the back of the villa should NEVER be touched, they are automatic valves and should not be turned or manually operated – if manually operated the valve will snap – the repair costs will be deducted from your security deposit.

Pool Alarms: These alarms are a Safety Requirement and are therefore compulsory they remain in working order. These alarms should never be tampered with.

All patio doors and poolside windows are fitted with a child alarm. Fire and security alarms are situated around the entire villa. Any tampering with these alarms will result in a deduction from your security bond to cover the cost of repair / replacement.

Garbage / Recycling: The Villa has a Dustbin / Garbage Can and Recycling bins in the bin shed beside the villa. Garbage must be collected in a bag and put inside the Dustbin/Garbage Can. The Bins must then be put at the end of the driveway on the day of collection with the opening of the lid facing the road. The Garbage Can/ Dustbin must be stored at the side of the house in the bin shed as soon as possible after they are emptied. Full details will be at the Villa. Any garbage not bagged and left inside the Garbage can at checkout could incur a charge levied by the Management Company, which will be deducted from your Security Deposit. This fine may be avoided by contacting the Management Company to arrange disposal of any excess bags. A notice is provided with your check in details detailing fines levied by the Homeowner's Association for Rubbish / Garbage – this forms part of these terms and conditions.

Pets:

Pets are **not** allowed on the inside and outside furniture or in the bedrooms please.

Pets must not be left unattended inside the Villa unless they are well behaved and will not cause damage.

Pets must **NEVER** be left unattended in the Pool Deck area or the Garage.

NO pets are allowed in the Swimming Pool / Jacuzzi. Should the pool require additional cleaning due to your pet this charge would be deducted directly from your Security Deposit.

Any mess must be **cleaned / removed** immediately from the lawn, other homeowners lawns and the communal areas of the community. Any mess that is cleaned up from the road, lawns or communal areas by the Management Company on check out will incur a charge - this will be deducted directly from your Security Deposit.

Animal noise must be kept to an absolute minimum during your stay. We retain the right to ask you to leave the villa, at no cost to ourselves, (rental will be terminated) should your pet interfere or cause undue disturbance to the neighbours and/or neighbourhood.

Any damage or stains found in the Villa or if the carpet requires cleaning or any other costs incurred by us for replacement, repair and additional cleaning as reported by the Management Company will be deducted from your Security Deposit.

All pets MUST have had a flea treatment and be free of fleas on arrival at the villa. Any indication of fleas on checkout will require a specialist clean.

On check out our home MUST be left clean of any hair on the furniture or carpets. Should any hair be found on the soft furnishings or carpet in the villa a specialist clean may be required or an additional charge for cleaning may be levied upon you by the Management Company.

If a Specialist clean is required an outside contractor will carry it out and their cost will be deducted directly from the security deposit.

Parking: There should be no parking, driving over or damage to the edges of the grass / garden of the villa. Irrigation is placed around the boundaries of the garden and any parking / driving over the grass even by a tiny amount will damage the irrigation and the grass. Our Management Company is on the Community most of the day every day and any driving / parking on any part of the grass that they see will incur an instant deduction from the Security Deposit of £100.00 / $150.00 / 120 Euros plus any other costs involved with the repair of the system or grass.

Force Majeure: The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

Prices / Seasonality: We reserve the right to amend advertised seasonal tariffs and weekly prices without notice. All confirmed bookings would, of course, be charged at the previously applicable rate.

Where your holiday overlaps two seasons, the cost of the holiday will be calculated pro-rata to the number of days falling within each applicable price band.

These terms and conditions are current at the time of printing. This document is from time to time updated, therefore the most current terms and conditions, which you will be bound by, can be found on the 'prices' page of the villa website: www.disneyvilla.cc.

I confirm that I have read and understood the attached Terms and Condition of rental of 'Disney Villa'. I also understand that the Check In Details and all other notices in the check in file and Villa constitute part of these Terms and Conditions.

Signed:_____ Date:_____

Please sign and return this document (all the pages) by email.

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