

# Watersong Disney Villa Terms & Conditions

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The reservation form must be completed and signed by the 'client' (Party Leader). The Client must be a minimum of 18 years old at the date of the submission of the reservation form. The electronic submission of the reservation form shall be deemed to constitute the acceptance of the Terms and Conditions and Reservation and Payment procedure by the client and shall be a warranty by the person so signing that they have the authority to act on behalf of all persons named on the booking form including any substitutions or additions by any subsequent agreed amendments to the reservation.

The Terms and Conditions and procedures will apply to all forms of reservations without exception, even in the event that a reservation form is not completed or submitted by a client or has not been received by the owners of the property, or their servants or agents. For example, in the event of a late booking requested by telephone or verbally that necessitates immediate commitment.

## **1. Your Contract**

The application for the Booking constitutes an acceptance of all these terms and conditions by the client and all the members of the party.

## **2. Payment**

In order to book the villa, we require a non-refundable deposit of £200.00/\$400. The balance will be due 10 weeks prior to your arrival at the Villa. If the balance is not paid on the due date we reserve the right to treat the booking as cancelled.

## **3. Cancellation**

You may cancel your holiday at any time proving that that the cancellation is made by the person signing the booking form and is communicated in writing. The following cancellation charges will apply.

<b>Period Before Departure</b>	<b>Amount of Cancellation Charge</b>
	<b>From Date of written Notice</b>
57+ days	Deposit Only
56-48 days	30% of Total rental cost
47-36 days	50% of Total rental cost

35 days or less

100% of Total rental cost

#### **4.Changing your Booking**

If, after confirmation has been issued, you wish to change departure dates, we will do our best to help. If we are unable to rearrange your booking we reserve the right to treat the booking as cancelled and the above charges will apply.

#### **5. Complaint**

We hope you don't have any, but in the unlikely event that you wish to register a complaint during your stay, contact our property management company immediately and follow this up with a letter. Give a copy to them and send us a copy on your return. We must receive any complaint within 7 days of your return. It may be that during your stay, it may be necessary for the management company to enter the premises in order to perform routine maintenance and repairs. You agree to allow them or their agents to enter the premises.

#### **6. Accommodation**

The accommodation is provided solely for the use of the client and guests named on the booking form or as amended by agreement with us in writing. Subletting and/or reassignment is strictly prohibited. No clothing, bedding or similar items shall be dried or aired in the outdoor area. Check out time is **10.00** hours local time on the day of departure (PS note late departure fee will be made after this time). Check in time is not before **16.00** hours local time on the day of arrival. The whole of the villa is designated as NO smoking for safety and comfort.

#### **7. Insurance**

It is your responsibility to arrange appropriate insurance cover for all members of your party for personal injury etc. All members of the party use the pool/Jacuzzi entirely at their own risk. Please obey the pool/Jacuzzi rules and remember at all times this is a private pool with no lifeguard. Please also note that the wet areas around the pool and the Ceramic tiles can be slippery so please ensure that you or members of your party are dry as soon as you come out of the pool/Jacuzzi.

We strongly advise that all customers have adequate travel insurance.

#### **8. Reductions**

No reductions or credit notes will be given under circumstances amounting to "Force Majeure". In the above a "Force Majeure" means: war, threat of war, riot, civil strife, industrial dispute, terrorist activity, accident, natural or nuclear disaster, fire, airline failure, closure of airports and adverse weather conditions or any event or situation and incidents outside of our control.

### **Call Out Charges.**

If the Management Company are called out to rectify a genuine problem there will be no charge. If they are called out and it is clear that there is nothing wrong with whatever item they were called out for a charge of \$25 may be levied.

### **Pool Heat**

If I have ordered pool heat, I understand that should the temperature drop below 55 degrees the pool heater may shut off, and that there are no refunds for pool heat. Refunds will only be provided if the pool heater is physically broken and verified by the local management company. The renter must have this in writing from the local management company. The pool Safety fence must be kept erected at all times for the safety of children.

The pool is cleaned and chemically balanced every 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 it will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons.

**Do not allow unsupervised children to use the pool, spa, garage or any such areas. Items such as clothes, toys etc. must not be left in the spa..**

### **9. Price Guarantee**

We guarantee that the price of your accommodation will not be subject to any surcharge.

### **10. Care of Property**

Please remember that this is a privately owned villa and the property should be left clean and undamaged. The property will be thoroughly examined by the management company on your departure and if it is not left in a suitable condition, it may be necessary to charge the security deposit for costs to cover extra cleaning, repairs or replacements. We also recommend you inspect on arrival to ensure it is in order.

Security deposit amount is £ 200/\$400 which is returnable providing no damage is caused. Normally within 2 weeks of your departure.

### **11. Liability Limitations**

Please note No responsibility is accepted for any loss of personal items while staying in the property or after departure

The owners will not be liable for any loss or injuries resulting from us of the villa, pool or any part of the property howsoever caused. All guests must follow the rules and notices of safety matters.

Parents must at all time obey the rules & supervise children when using pool facilities or estate facilities.

Management Company or the owners accept no responsibility or liability for failure of any equipment in the property. After notification of equipment failure, the management company will endeavour to rectify the problem in a reasonable and timely manner.