

BellaVida Sanctuary

BellaVida Resort Townhome, Orlando

Terms & Conditions



BellaVida Sanctuary is our brand new, luxury, 5 star vacation pool home situated in the fabulous, upscale, BellaVida Resort in Kissimmee, Florida.

Luxuriously furnished, with no expense spared, this executive level vacation town home is just a short driving distance to Walt Disney World in Orlando, Florida.

Book today to avoid disappointment.

Owners: David and Debbie Blackburn Email: dblackburn68@btinternet.com

Web Site: www.bellavidaorlandoresort.com

Call from the UK: 01124 213327 or from overseas +44(0)1124 213327

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TERMS AND CONDITIONS

The following terms and conditions shall apply to any rental period booked whether direct through the owners, their agents or any third party.

No changes to these conditions shall be permitted by the owners or agent. Any breach of the terms of conditions by any renter, whether by omission, error or whichever other means, shall be regarded as a breach of contract and the renter shall be required to vacate the premises forthwith with no refund of any outstanding balance of the cost of the holiday and the forfeiture of any security deposit paid.

All rental properties are licensed as hotels under the laws of Florida and are therefore under the jurisdiction of the Department of Business and Professional Regulations (DBPR).

STATE LAW/REQUIREMENTS:

This Villa is a totally pet-free villa, having due consideration to any potential for damage, or risk of illness or allergies to subsequent guests. Under the State Hotel License, pets should not be accepted and if pets are found in the villa by the management company or their representative they will be removed from the property by the Sheriff's Department. The security deposit will be forfeited and guests may be required to vacate the property with no refund on rental monies.

Similarly, the villa is subject to strict 'No Smoking' policy/rules governing hotels. The Villa is fitted with smoke detectors which will activate if guests attempt to smoke anywhere in the home. These detectors shall not be tampered with or disarmed in any way. Maintenance for these alarms can only be carried out by our Property Management Company.

The villa is fitted with pool door alarms. These are a legal requirement under Florida law 515.33 and shall not be tampered with in any way.

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Tampering is a misdemeanor of the second degree, with a \$5,000.00 fine or one year's incarceration. It will also result in the loss of the security deposit IN FULL. In addition the pool is protected with a safety/protection screen for the added security of young children when in the pool area. It is the responsibility of the renter to manage the use of this screen whilst children are present.

The Department of Business Professional Regulations has outlawed the use of charcoal BBQs in rental properties. Any person found having acquired a charcoal BBQ; or found to have purchased lighter liquid and stored it within the confines of the property, will be in breach of State law and, in consequence, Windsor Wonderland Villa's owners terms and conditions, resulting in the loss of security deposit and requirement to vacate the property forthwith.

Household waste/garbage. The local Home Owner's Association (HOA) has a legal responsibility to reduce the risk of vermin in the sub-division, which is usually exacerbated by renters failing to deal with household waste and garbage as described within the Villa Information folder. The HOA is empowered to issue fines for any non-compliance or failure to deal correctly, which is a guest responsibility and not the owners or Management Company. Household waste and garbage must be placed out on the appropriate days and in the manner described in the Villa Information folder. Any non-compliance will also be regarded as a breach of the Villa's owners' terms and conditions, resulting in the loss of security deposit and requirement to vacate the property forthwith.

No renter or his/her guest shall act inappropriately in any way to the annoyance of the community/Sub Division. No renter or his/her guest shall cause any loss or damage to the owners' property through any deliberate act or omission. Any accidental damage shall be made good by the renter before departure or reported immediately to our Management Company in order that the matter may be dealt with.

PAYMENT: *The deposit will secure your reservation. Where a deposit has been paid, the balance must be paid 10 weeks prior to departure or the booking will be void and the cancellation charges below will apply. Where a booking is made within 10 weeks of departure, the full payment must accompany the booking form. No reminders will be sent except for the balance due date with the receipt of the booking form and deposit.*

Payment for the booking shall be by way of cheque (UK)/check (US), or through Paypal. A non-refundable deposit of GBP £100/USD \$200 per week (per home) shall be paid at the time of booking. A security deposit of GBP £200/ USD \$400 shall be paid at the time of payment of the balance. The security deposit shall be returned to the renter 28 days after their departure and upon a satisfactory inspection by the Management Company.

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DEPOSIT: Reservation deposit of £100/\$200 for each week booked (per individual home) and the completion of a Booking Form confirms the acceptance of our Terms and Conditions on behalf of all persons for whom the accommodation is booked. This deposit is non-refundable. A telephone booking will be held for 2 days. Each booking will be confirmed in writing by ourselves as soon as possible. If a booking is not accepted, any monies will be refunded.

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SECURITY DEPOSIT: A £200/\$400 refundable deposit must be paid with the balance and will be **fully refunded in full** 4 weeks after your return date, provided no damage is caused to the property or owners belongings. All damages must be reported and paid for prior to vacating the premises. Failure to report any damage will result in the loss of all or part of the Deposit.

CANCELLATION CHARGES: This must be carried out in writing by the party leader as soon as possible. In the event of you canceling, the following charges will apply:-

Prior to eight weeks before arrival date – Loss of deposit only.

Between eight weeks and four weeks before arrival date – Loss of 50% of the total rental amount.

*Less than four weeks before arrival date – Loss of 100 % of the total rental amount.
The security deposit is not subject to cancellation charges and will be refunded in full*

NB. In the event of a cancellation by the owner's, a full refund or alternative accommodation will be provided, whichever is appropriate.

INSURANCE: When signing the booking form please ensure that you are adequately covered by travel insurance. It is a condition of booking that you and your party have full insurance cover which offers maximum protection against cancellation, medical expenses, accident, damage and travel etc.

CONTRACT: Signature of the booking form constitutes acceptance of a contract on these terms subject to English & U.S. law and the jurisdiction of the courts.

SIGNATORY: The person signing the booking form signs on his/her behalf and on behalf of every other person using the accommodation. The Signatory must be over 21. All correspondence will be addressed to this person.

REGISTRATION OF GUESTS: The property cannot be sublet or shared. The party must be exactly as stated on the booking form. Any breach will result in immediate curtailment of rental and no refunds will be made. Fire Regulations permit only the correct number of occupants. Sorry, no all male or female parties. Regret no pets. Changes and amendments to reservations will be accepted at the discretion of the owner and in accordance with these conditions of reservation.

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ACCOMMODATION: Is reserved in the name of the party leader and for guests shown on the booking form named at the time of booking. No other parties can be accommodated without prior permission, and if such a breach occurs, this may result in the booking being cancelled without refund as it could lead to the loss of our hotel license. Where the addition can be accommodated an additional £70/\$140 per week per person will be payable in advance. The home has a swimming pool and the owners or their agents cannot be held responsible for any loss or injury, however caused as a result of use of the pool. We therefore strongly recommend that unsupervised children not be allowed to use the pool or enter the home with wet costumes, as chlorine will damage carpets and furnishings.

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ARRIVAL/DEPARTURE: Will be after 16.00 (4.00pm) local time unless agreed otherwise in writing. This is to allow a thorough cleaning of the home to be carried out following the departure of previous guests. To allow for this, departure must be no later than 10 a.m. unless agreed locally with the property managers, who if there are no incoming guests, will try their best to accommodate you.

OBLIGATIONS: Guests should treat the property with respect and leave the home in a clean condition. Breakages, loss or damage will be charged. Nothing should be allowed to interfere with the quiet or comfort of other residents.

It is unacceptable for the Management Company to attend after a guest has vacated the property to find all the towels and linens have been used and a washing and drying process not started, especially in the case of back-to-back bookings. Should this situation occur, the Management Company would be obliged to undertake an external wash at a laundry and re-charge this against the security deposit.

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A pool blanket may be provided but not required to be placed over the pool during the summer months. Pool blankets do not heat the pool in any way and could have an adverse reaction with the cleaning chemicals placed in the pool. Blankets are only normally required from late October through April, although advice may be sought from the Management Company. Once the blankets are removed for the summer, they are cleaned by the Management Company and placed in the garage. Should they be removed without approval by a guest and require cleaning again, a cleaning charge will be levied by the Pool Company which will set against the security deposit.

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MANAGEMENT AGENT: Should you need any help or if you have any problem with the property during your stay, please contact the Owners or their appointed Property Management Company. We, as owners, reserve the right to enter the home or property if necessary during your stay for example for home or pool maintenance (this normally would be by the Management Company). Should there be cause to call out the Management Company to unblock toilets, they will levy a charge against the security deposit unless the blockage is in the mains drain due to other reasons, which will be determined by the contractor used to clear the drain.

COMPLAINTS: Should there be any cause for complaint whilst in Florida, the Owner or their appointed Management Company must be notified immediately. No complaints will be entertained 7 days after the guests return. We will not be responsible for any loss suffered in the event of the villa being left insecure when unoccupied, so please ensure adequate insurance cover before you travel.

FORCE MAJEURE: The applicants accept full responsibility for making travel arrangements to ensure their occupation of the property for the period reserved Villa owners or its management company will not accept responsibility or liability is accepted in respect of loss or damage, or alteration to dates caused by e.g. flight delays or cancellations, weather conditions, industrial disputes, terrorist activity etc. We do not accept responsibility or liability for any accidents, injury, illness or damage to any person that is sustained during the rental period. In particular children must be supervised at all times within the pool and pool area. No diving or horseplay in the pool. No glass to be taken to the pool deck. In the very unlikely event of our being unable to carry out a booking, the owner will make every effort to obtain alternative accommodation or make a full refund of any monies paid. No further compensation will be paid.

POOL HEATING: If pool heating is required, this must be requested at the time of booking. There is an additional charge of \$30 per day including sales tax and this must be paid for within the final balance. In the event pool heating is requested and paid for, the Villa's owners and the Management Company cannot guarantee the temperature of the pool as this will vary according to different factors, the main one being the prevailing weather conditions.

CLEANING FEE: There is a one time cleaning fee of \$95 for under 14 days rental.

INVENTORY ITEMS: No inventory items must be removed from the house. This includes linens and towels. Any breakages or damage must be reported to the Management Company immediately.

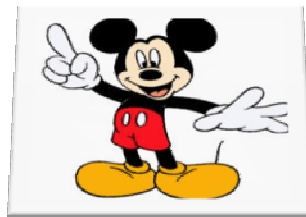
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LIABILITY: *BellaVida Sanctuary's owners and the Management Company do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the home including the pool. It is the responsibility of an adult member of the party to ensure that children are always properly supervised when in the pool and surrounding area. Please bear in mind that the home is situated on a development, which consists of both residential and vacation homes. Therefore, The Villa's owner or the Management Company cannot be held responsible for any ongoing construction, alterations to existing houses or any noise, or injury as a result thereof on or around the housing development.*



Have a great vacation!

Please read our Terms & Conditions above in conjunction with our standard

booking form and email the booking form back to dblackburn68@btinternet.com

CALL ME ON THE NUMBER BELOW FOR MY ADDRESS TO SEND PAYMENT OR FOR ANY QUESTIONS YOU MIGHT HAVE.

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