



Terms and conditions of rental

In all circumstances, these terms and conditions take precedence over any varied terms and conditions contained in any third party documentation which may be provided to you as additional information to assist with your stay. This relates in particular to the guest handbook and/or any other documentation compiled by our management company.

By booking with us, you are renting DIRECT from the owners of the house. We take considerable pride in our home and the personal service we offer our guests. If you have any questions, at any time, please do not hesitate to ask.

Many owners on Regal Oaks at Old Town do not offer a personal service and rent their houses via one house owner acting as their agent or alternatively letting agencies. Dealing with many different homes prevents the agent and agencies providing the same level of personal service available from us.

Booking and payment

1. Details of the property to be rented will be included in the written confirmation of booking.
2. The renter reserves a period of rental for the property by submitting the online or paper booking form, from the rates and booking page of our website at www.townhouse-near-disney.com, to the owners, together with the appropriate deposit.
3. A reservation deposit of 10% of the total rental amount is payable with the completed booking form.
4. Payments may be made by credit or debit card via Paypal either direct from our website or, on request, via a Paypal payment request email, direct Paypal transfer, cheque/check or direct bank transfer in US dollars or UK sterling. Cheques in UK£ should be made payable to P Broadhead. Checks in US\$ will be sent to our management company in Kissimmee and details will be provided for payment.
5. A 2% surcharge will be added for credit or debit card payments and direct Paypal transfers. Paypal charge us 4% for these transactions and we share the cost with you.
6. Local sales/bed and tourist development taxes of 13% are included in the rental amounts quoted.
7. Rates are for the house - not per person.
8. A booking is provisional until payment of the rental deposit and the booking form are received by the owners. In the event that two or more parties indicate an interest in the same period or part of the same period, the party paying the rental deposit to the owners first will secure the reservation. In the event that you are paying by cheque/check, an



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indication from you that payment has been mailed will be sufficient to hold your reservation for the anticipated mailing period. In the event that payment is not received during the anticipated period, we will advise and allow you the opportunity to pay by an alternative method prior to offering the period to third parties.

9. Due to Florida State law, only persons named on the booking form are allowed to stay in the house. Subletting, sharing or assigning is prohibited. Any person not included on the booking form will be asked to leave.

10. Booking will normally be confirmed within seven days of receipt of cleared deposit / booking form. If for any reason you do not receive a written acknowledgement within this time you are advised to telephone or e-mail the owners.

11. The reservation deposit will be non-refundable but will be deducted against the rental balance due.

12. When sending the written confirmation, we will advise the rental balance due. This is payable ten weeks prior to the date rental commences. Bookings made within ten weeks of rental commencing are payable in full at the time of booking.

13. Payments not made when due or dishonoured will forfeit the booking reservation until a valid payment is received.

14. The owners reserve the right to re-let the property if payments are dishonoured.

15. The owners reserve the right to change rental charges at any time to reflect significant movements in exchange rates beyond our control. The rate prevailing at the time of booking will be honoured for the rental period.

16. The address of the house will be provided on receipt of the rental deposit, or full payment if reservation is within 10 weeks of the rental start, together with a completed booking form. Additional details of location, directions, and entry to the house, together with further useful information to assist with your stay will be made available to you via the Guests secure area of our website after full payment has been received.

17. No refunds will be made for early departures.

18. For your convenience, the owners provide several methods of payment. It is the renter's responsibility to ensure they are able to pay by at least one of the methods available in all circumstances, particularly when payments are required at short notice. **Without exception, ALL amounts MUST be paid BEFORE** the rental commences and access to our home will be denied in the event of amounts remaining unpaid. Please note, it is **NOT** possible to make payment on arrival at the house.



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Cancellation

19. **Important - please note.** The booking may be cancelled by the guest at any time. However, cancellation **must** be made in writing and will be subject to the following cancellation charges:

i) More than ten weeks before the booking commences - only the holding deposit will be forfeited

ii) Between four and ten weeks before the booking commences - 50% of total rental amount will be forfeited

iii) Less than 28 days before the booking commences - 100% of total rental amount will be forfeited.

20. Cancellation will be accepted by email but only if a scanned, signed letter is sent as an attachment to the message. Bookings can also be cancelled by fax or mail.

21. We will confirm your cancellation normally within 7 days of receiving notification.

22. If it becomes necessary for us to cancel the booking in accordance with these terms and conditions, we will advise you of the cancellation by email as soon as we are aware that you have defaulted your payments. It is your responsibility to ensure that you can receive emails from us at all times.

Insurance

23. Guests are recommended to buy adequate travel/holiday/vacation insurance to cover eventualities such as cancellation, delays, accidents, sickness and damage. The absence of travel/holiday/vacation insurance will not affect these terms and conditions in any way.

Amendments to bookings

24. Confirmed bookings can be amended by written notification from the guest and will be subject to acceptance at the owners' discretion. We will not normally charge for one or two amendments but, for additional changes, a fee of UK£10/US\$15 will be charged and this should be enclosed with the written notification. If the amendment is not acceptable to the owners, the fee will be deducted from the rental balance due

Arrival / departure

25. The rental commences at 4.00 pm on the day of your arrival and ceases at 10.00 am on the day of your departure.



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26. Please note it is highly unlikely the house will be available to you before 4.00 pm on the day of arrival. If you expect to arrive before 4pm, you will be able to make use of the resort facilities until the house is ready.

27. If you arrive after 4pm, you will have immediate access to our home.

28. If your flight is later on the day of departure you may use the resort facilities until it is time to leave (the house will not be available to you after 10.00 am).

29. The front door to our home is unlocked by a ten digit code (or sometimes twelve digit code if your stay is over a new year) which we will provide by email following receipt of the security deposit or seven days before the rental starts if you choose to pay the Accidental Damage Waiver). The ten (or twelve) digit code can be changed for a code of between 3 and 5 digits of the guests own choice following arrival at the house and instructions to do this will be provided in the email sending you the door code and is also available from the Guests secure area of our website.

30. The front door lock is **date and time sensitive**. This relates to the ten (or twelve) digit code we provide and the code of your choice. Unless early access and/or late check out (see 34 below) are agreed and the appropriate payments made prior to your arrival, the door code will become active at 4pm on the day of arrival and de-activate at 11am on the day of departure (your rental will end at 10am on the day of departure and cleaners may require access to the house at this time but this will allow some flexibility for unexpected delays). Where early access has been agreed, the code will become active at the agreed time (but no earlier than 10am) on the day of arrival. Where a late check out has been agreed, the code will expire at the agreed time (but no later than 7pm) on the day of departure.

Please note - if you arrive at our home before your rental start time, which will be 4pm unless early access has been previously agreed, the lock cannot be “activated” by us or our management company on your arrival to allow you access to our home earlier than your confirmed rental start time.

31. Always press the # after entering the code to unlock the door. After entering the code, you have five seconds to open the door before the lock re-locks and you have to re-enter the code. When leaving the house, you will have to enter the code to close the door securely behind you.

32. If you have any problems using the lock during your stay, please contact our management company (details will be available from the Guests secure area of our website following full payment).

33. Please ensure the house is fully secure at all times but particularly when you leave on



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the day of departure.

34. Early access on the day of arrival and/or late check out on the day of your departure will only be available if the night before your arrival and/or the night of your departure are not reserved. Early access will prevent us from renting the night before your arrival and late departure will prevent us from renting the night following your departure so there will be an additional charge for extending the rental period. Early access and late departure are at the sole discretion of the owners. Please ask the owners for availability which will be considered on the following basis:-

- a. From making your reservation until two weeks before your rental starts, you can reserve our house for early access by paying the full daily rate for the night before your arrival and a late check out by paying the full daily rate for the day of departure.
- b. Within two weeks of the rental commencing, our house can be reserved for early access and/or late check out on payment of 40% of the full daily rental for the night before your arrival or the day of your departure.

Until payment is received under a or b above, our home will remain available to rent to third parties.

Security deposit or accidental damage waiver

35. Guests can select to pay a \$250 refundable security deposit or a non-refundable \$60/£43 accidental damage waiver.

If you choose to pay the security deposit

36. For the period of the rental, the owners will hold a US\$250 security deposit.

37. This will be payable by credit card at least 7 days before the rental commences. No surcharges will be payable in respect of this payment.

38. We do not want to hold your funds any longer than absolutely necessary so we ask for payment of the security deposit only 7 days before the rental commences. We will normally send a reminder 14 days before the rental commences. This does not allow any time for delays in you making payment to us and we will not issue the door code unless we hold a security deposit. If the security deposit is not received into our Paypal account at least five days before the rental starts, we will not issue the lock code and you will forfeit all monies paid to us.

39. The security deposit will be refunded in US dollars to the same credit card usually within 7 days of departure from our house and following a satisfactory inspection of the



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house by our management company. For non-US guests, we will not be responsible for any variance in currency exchange rate arising between the payment and refund. Paypal advise that it takes between 7 and 30 days for the credit to appear on your credit card account depending on the card issuer.

40. Whilst held by us, the security deposit will remain in our Paypal account and will not be used to fund the house running costs in any way (subject to 42 below).

41. The renter agrees that deductions may be made against this security deposit for reasons such as, but not limited to breakages, damage to fixtures and fittings, mislaid items of inventory, unpaid charges levied by the management company and any administration charges associated with these events.

42. If a credit card is not available, please advise the owners so that an alternative method of payment can be agreed.

43. The owners undertake that deductions from the security deposit will only be levied where necessary to protect the interests of future guests and will be applied at a fair and reasonable level.

44. In the unfortunate event that damage exceeds \$250, where this is caused by misuse, negligence or lack of care - but not normal use and/or wear and tear, guests will be responsible for the additional costs, except where these may be expected to be covered and reimbursed by the owners insurers where the guests will be responsible for any uninsured excess only.

If you choose to pay the accidental damage waiver

45. At the time of paying the rental balance, a non-refundable payment of \$60/£43 will be payable.

46. This payment will indemnify the guest for all accidental damage up to a maximum value of \$1,500.

47. In the unfortunate event that damage exceeds \$1,500, where this is caused by misuse, negligence or lack of care - but not normal use and/or wear and tear, guests will be responsible for the additional cost, except where these may be expected to be covered and reimbursed by the owners insurers where the guests will be responsible for any uninsured excess only.

48. The accidental damage waiver can be paid by the same payment method as the rental balance payment.



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49. The following are not covered by the accidental damage waiver:-
- a. The second and subsequent visits to repair toilet blockages due to incorrect use.
 - b. The second and subsequent visits to rectify or repair issues with the hot tub due to incorrect use.

Cleaning and utilities

50. The property will be cleaned before your arrival and again on your departure. Any cleaning between arrival and departure, including the provision of cleaning materials (although we provide cleaning equipment) are the responsibility of the guest.
51. For stays of 6 nights or less, an additional cleaning fee of US\$85/UK£53, including taxes, will be payable.
52. Please operate the dishwasher, washing machine and dryer in accordance with the operating instructions which are available in our home and in the Guests secure area of our website.
53. A daily maid service is not available at this time.
54. Trash will be collected from the trash box by the front door. Please bag ALL trash and leave it in the box for collection. Please do not leave trash outside the trash box as this attracts the local wildlife.
55. All rental prices are inclusive of electricity and water.

Televisions, telephones and internet access

56. We provide a 42 inch Panasonic flat screen TV in the living area which has an ipod dock and computer connectivity, together with other features you may want to use during your stay. After the final payment of the rental balance, instructions for the TV which include a compatibility list for ipods and iphones will be made available via the Guests secure area of our website. By connecting your ipods, iphones, laptops, notebooks or similar and/or memory cards, together with any cables, to our TV, you confirm that your equipment is compatible and we accept no responsibility for damage or loss to your equipment, media or content.
57. The TV in the rear master bedroom is on a bracket that allows the TV to be angled into the room. We strongly suggest that the TV is pushed flat against the wall when not in use. If the TV is not flat against the wall, it will be an obstruction when getting out of bed during the night causing possible personal injury, for which we accept no responsibility and damage to the TV which may cause a deduction from your security deposit.



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58. Telephones are available in the house, in the kitchen and the king bed master bedroom. Local and long distance calls within mainland US and Canada are free. International calls can be made from the telephones but require a prepaid phone card available from local retail outlets.

59. Wireless broadband internet access is also provided in the house and is included in the rental charge. This is via a secure router and guests will need the WEP code and password for access which will be available from the Guests secure area of our website.

60. Cabled access is also available and included in the price of the house.

61. We do not provide a computer or printer. Furthermore, in our experience, cables which we have left in the house to connect your computer to the internet if there is a problem with the wi-fi router or to connect your computer to the TV, unfortunately do not remain in the house. We strongly recommend you take your own cables and details will be available from the Guests secure area of our website.

62. Wi-fi internet access is provided for the convenience of our guests only. Please do not release the WEP code and/or password to any other guests/residents on the resort – thank you.

63. The internet service in our home is provided as a service. Due to the nature of the service, we cannot guarantee 100% availability 'uptime'. All users of the cabled or wi-fi internet access agree to and must comply with the Acceptable Use Policy (AUP).

We do not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible via the internet service. We may remove, block, filter, or restrict by any means any materials that, in the property owners' sole discretion may be illegal or violate this AUP. The property owners may co-operate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. The following constitute violations of this AUP.

This list is intended to be illustrative and not exhaustive.

- **Illegal use:** Using the service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law.
- **Harm to minors:** Using the service to harm, or attempt to harm, minors in any way
- **Transmission of any threat or harassment:** Using the service to transmit any material that harasses another.
- **Fraudulent activity:** Using the services to make fraudulent offers.
- **Forgery or impersonation:** Using the service in any way in an effort to deceive or mislead is prohibited.



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- **Unsolicited commercial email/unsolicited bulk email:** Using the service to transmit any unsolicited commercial email or unsolicited bulk email.
- **Unauthorised access:** Using the service to access, or to attempt to access, the accounts of others.
- **Copyright or trademark infringement:** Using the service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Hot tub

64. We provide a hot tub for use by our guests only. Unlike many other owners onsite, we do not charge extra for the use of the hot tub.

65. The hot tub is maintained regularly to ensure that it is clean and the water is in the correct condition. If there are any issues with the hot tub, please report these to our management company. Please do not try to clean the hot tub or use any cleaning materials on or near the hot tub.

66. For yours and future guests' safety and the efficient operation of the hot tub, please do not add anything to the water.

67. There is a cover for the hot tub. It is recommended that the cover is fitted when the hot tub not in use but particularly if rain is expected, as rainwater can affect the balance of the water. If the cover is fitted during the warmer/hotter months, the Florida climate may take the water temperature over its maximum operating temperature and the automatic cut off will activate for your safety, temporarily preventing your use of the hot tub. In this event, the water will need to cool a little - please refer to the instructions in our home or available from the Guests secure area of our website.

68. You are responsible for ensuring the safety of your party, particularly children, around and in the hot tub.

69. At all times, please test the water temperature before entering the hot tub.

70. Improper use of the hot tub will result in your security deposit being withheld in full or part. If you have paid Accidental Damage Waiver, the second and subsequent call outs for improper use will be charged to the renter by our management company.



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Resort facilities (pool complex, clubhouse / bar / restaurant, spa, fitness room etc)

71. The pool complex will not be available to guests from May 2013 to February 2015 while a new pool area and clubhouse are constructed (during this period alternative facilities will be made available).

72. Home owners have no control over the availability or operational condition of any of the resort facilities. Responsibility lies solely with the resort owners / operators. Although we are sure that the resort owners / operators will make every effort to ensure that these facilities are available and fully operational, we cannot be held responsible for the availability or operational condition of the resort facilities.

73. Use of the clubhouse (when available) and pool area are available at no extra charge to the renter. Payment may be required locally for the gym and spa facilities (when available).

74. As we do not charge for the use of these facilities or have any control over them, the owners will not be liable for any compensation for the lack (in any way) of these facilities.

Force Majeure

75. The owners or owners' agents cannot accept or be held responsible for or be liable in respect of loss, damage or changes caused by force majeure (eg. strikes, floods, closure of airports, weather conditions or other events beyond our control).

Liability, safety and restrictions

76. The owners or owners' agents do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused. Please bear in mind that the townhouse is situated on a resort development which consists of both residential and vacation homes. Building work (which should not affect your stay) continues in areas of the site and you should ensure that all members of your party, particularly children, keep away from all construction work. The owners or owners' agents cannot be held responsible for any ongoing construction, alterations to existing properties or any noise as a result thereof on or around the housing development.

77. Safety within the townhouse is the sole responsibility of the party leader who is defined as the signatory to the booking form. Our townhouse has the same equipment and facilities as your own home and therefore the same dangers, hot ovens / hobs, electrical equipment, stairs etc. You need to take the same care in our townhouse that you do at home.



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78. The party leader agrees to take responsibility for the conduct of all party members within the resort. The resort is not gated at present. The townhouses do not have any fenced area at the front or rear so care must be taken with roads, lakes etc. There is no lifeguard provided at the pool - the pool is used entirely at the risk of the guests.

79. The natural environment / wildlife of Florida are potentially hazardous. The party leader agrees to take responsibility for the members of the party and take suitable precautions to protect them against any and all natural hazards. The party leader agrees to hold harmless before the law the owners of the property against all and any bodily harm or other loss caused by wildlife in the townhouse and / or the resort.

80. The renter agrees to hold harmless before the law the owners of the property in the event of lack of use of the facilities due to mechanical or other breakdown or in the event of a statutory evacuation enforced by any government agency. The renter further agrees to co-operate with the authorities and assist in all reasonable ways they may require.

81. The renter agrees to make all reasonable arrangements to protect the property in the event of natural phenomena by shutting and locking access doors and windows prior to evacuation.

82. Where special / complimentary deals are offered locally (eg complimentary breakfast when the restaurant is available), these offers are not included in the rentals paid to the owners and the owners cannot guarantee the availability of these offers and no responsibility is accepted for non-availability.

Emergency

83. In the event of an emergency dial 911.

84. Details of the nearest medical facilities are included in the guest handbook which will be made available to you via the Guests secure area of our website. However, you are responsible for ensuring these facilities are still available at the time of your stay. The owners accept no responsibility whatsoever in respect of medical facilities that may not be available to you for any reason.

Complaints

85. In the unlikely event of a complaint during your stay, please initially contact the local management company. Their contact details will be available in our home and via the Guests secure area of our website.



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86. If your complaint is not resolved by the management company to your satisfaction or in a timely manner, please contact the owners **during your stay** (please bear in mind UK time). We would rather resolve a complaint during your stay than be advised that you had an issue after your departure.

The house

87. The house is alarmed. It is intended for use between rentals when the house is not occupied.

88. The management company turn the alarm off before your arrival and back on following your departure.

89. The alarm is monitored and due to the high penalties payable when the sheriff is called to a false alarm, will remain off during your stay. We would ask that the alarm (keypad in entrance hall, movement sensor in the living area behind the dining table, sensors on the front and patio doors and power supply below the TV in the master bedroom) is not touched during your stay.

90. A false alarm will cause considerable inconvenience whilst you deal with the sheriff and your security deposit will be withheld in full if it is shown that the cause of the false alarm was tampering rather than a system fault. You will of course not be responsible if the system is faulty and in this case the management company or alarm supplier will deal with the sheriff so you will not be inconvenienced.

91. Guests are provided with initial supplies of toilet paper, hand and body soap and trash bags. Any additional supplies required during your stay are the responsibility of the guest.

92. We do not provide any supplies of washing up liquid, dishwasher or washing machine detergent.

93. No inventory items, including linens and towels, may be removed from the house. Any losses, breakages or damages must be reported to the management company immediately.

94. Due to the plumbing, toilets in the US block easily. Occasional, accidental blocking of a toilet will not incur any charge. However, repeated and / or deliberate blocking of toilets (or any other plumbing) may cause a deduction from your security deposit. If you have paid Accidental Damage Waiver, the second and subsequent call outs for improper use will be charged to the renter by our management company.



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95. No under 18's will be accepted unless accompanied by an adult. No single sex parties of young adults will be accepted except at the sole discretion of the owners.

96. The townhouse is strictly non-smoking and the owners would be grateful if you would respect this no smoking policy. Any party contravening this policy will be liable to the costs of cleaning the townhouse to return it to its previous condition plus any loss in rentals whilst this cleaning is arranged and undertaken.

97. Smoking on the balcony is only permitted with the door to the house closed to prevent smoke entering the house and setting off the smoke alarms.

98. Smoking within the screened patio area is not permitted under any circumstance. If smoking outside the screen, please keep well away from ours and other owners screens.

99. Please dispose of your smoking waste responsibly.

100. Pets are not allowed.

101. **and finally.** The owners do not intend these terms and conditions to be onerous. They are simply intended to protect you and future guests. Please contact the owners if there is anything within these terms and conditions which concern you.

May 2014