

Terms & Conditions

Please ensure that 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 for clarification prior to booking

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 you have confirmed your booking and paid your deposit or full payment, 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.

We will quote in Great British Pounds, US Dollars, Canadian Dollars or Euros. It is the guests' prerogative which currency they pay us in. The amount quoted is only guaranteed once the deposit or all of the cost of the accommodation is paid. The owners are not responsible for currency fluctuations.

Your holiday home rental includes Accommodation as booked, including services e.g.. Gas, water, electricity and all taxes (excludes pool and spa heating unless specified and paid for in your original booking).

NOT included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance d) Pool and Spa Heating (unless specified on the booking request)

The owners are Andrew & Alison Bury.

The accommodation is 124 Viola Drive, Aviana, Davenport, Florida, 33837

The Guest is a person on behalf of their self or others as a collective

The Management co is US Holidays Group. "Cagan Crossings" 532 Cagan Park Ave, Suite #6 Clermont, Florida 34714 Tel (353) 432 3911

Booking

All bookings that are accepted are subject to these terms and conditions and are applicable to all persons listed on the booking form. Each booking will be fully confirmed, only after receiving the completed booking form and deposit.

Once confirmed, the first named person on the booking form will be responsible for the total rental price of the property if the full balance of the rental cost is not paid as in accordance with these booking conditions, we reserve the right to cancel your booking. In these circumstances your deposit will be forfeited. The first named guest also confirms by signing the booking form, or returning the completed form by e-mail, that they are authorised to accept, and bind, all members of their party to these terms and conditions.

The booking procedure is as follows;

1. Guest check's availability of the accommodation and total cost on the web site, www.wwtv.us/aviana/pricing.cfm. **For the benefit of all our guests the prices shown on the web site are in Great British Pounds, Euros, Canadian dollars and United States dollars and are inclusive of all taxes. What you see is what you pay and you can choose your preferred currency to pay in.**
2. Complete reservation form on the web site and e-mail to owners via the web site
3. Owners will confirm dates and total cost of accommodation by e-mail, facsimile or post to the guest
4. Guest returns fully completed booking form to owners by e-mail, facsimile or post along with deposit or full payment
5. On receipt of fully completed booking form and relevant payment owner will confirm booking by e-mail, facsimile or post. The booking is deemed confirmed by the owner when the e-mail is sent, the facsimile is sent or the confirmation letter is posted.

Payment

The first named guest should complete the booking form and forward it with the deposit amount due to Andrew Bury Esq either by e-mail to andrew@wwtv.us or post to 14 Ribbleton Grove, Calderstones Park, Whalley, Lancashire BB7 9RF United Kingdom. A deposit of £300 or US\$500 is payable at the time of booking and payment can be made by personal cheque or banker draft either in US\$ or UK£ made payable to Andrew Bury Esq. If the guest pays a deposit (regardless of amount) to one of the owners partner sites then the deposit is still due and payable. This deposit is non refundable in any event. The balance of the total cost of the accommodation is due no later than 8 weeks prior to your arrival date at the home. The refundable security deposit of £300 or \$500 is not paid until you arrive at the Management company in Florida. Bookings made within 8 weeks of arrival are payable in full at the time of booking. We can also accept Credit Card Payments (via PayPal®.) **No extra charge is made for this payment facility.** If you wish to pay by credit card, please do so at time of booking. Guests residing outside the United Kingdom are highly recommended to book using e-mail, via the web site, and make payments by PayPal® if booking earlier than 12 weeks before arrival at the accommodation.

All payments must be made by the due dates, or if payments made by cheque are dishonoured by the bank, then the owners may consider the booking cancelled by the guests and any payments made are forfeited.

Security Deposit

The completion of the booking form confirms the first named guest's acceptance to pay for any damage of any kind caused by them, or any member of their party's, occupancy of the property. This includes the return of keys to the accommodation in accordance with instructions given to them by the management company. The cost of any repairs and/or replacements will be deducted from your security deposit and a statement provided to you with any balance refundable. The security deposit will be returned within 21 days of you vacating the property, providing there are no claims against it. Refunds will be made by the same method as payment was made. In the event of any damage of any kind, excessive cleaning costs by our agents or excessive use of electricity (ie. caused by leaving external doors open with the air conditioning on) the first named person on the booking form will be held responsible for all additional costs which exceed the security deposit. Any damage noted upon your arrival should be reported to the management company with 24 hours on 353 432 3911.

Cancellations and changes to booking

Providing the owners receive written notice of cancellation more than 8 weeks prior to the arrival date at the home, the first named person will not be liable to pay the full balance. It is the responsibility of the first named person to ensure that the signed cancellation letter or e-mail reaches the owner within the timescales stated. The owners' direct e-mail address is andrew@wwtv.us. The reservation deposit will be forfeited.

If cancellation is made within 6 - 8 weeks then the first named person will be entitled to a refund of 50% of the total cost of the accommodation, if already paid.

If cancellation is made within 6 weeks then the first named person will be entitled to a refund of 25% of the total cost of the accommodation, if already paid.

The owners reserve the right to cancel any bookings at any time, providing written notice is given to the guest by the owner and any payments already paid being refunded, in the unlikely event that circumstances beyond our control necessitate cancellation of the booking. We will refund any monies paid to the first named person in the same manner as payment was made with no liability to the owner for interest, compensation or consequential loss of any kind.

All refunds are made in the same manner as paid and only to the person or organisation who made the original payment.

The owners are always sympathetic to changes in the booking dates so far as is possible. An administration charge of US\$100, E75 or £50 is always payable PLUS any increased difference in the price that would normally be charged for the amended dates. This is only applicable if any change of dates is made more than 8 weeks before your arrival at the accommodation and if such change can be accommodated by the owners. If the price of the amended accommodation would have been less than the amount of the original booking then there is no refund payable but the administration charge is still payable.

Changes to dates less than 8 weeks before the arrival date at the accommodation is purely at the discretion of the owners and an agreed administration fee will be payable should the amended dates be able to be accommodated by the owners.

Accommodation and Resort amenities

The owners and their management company will make all reasonable effort to ensure that all the amenities of the accommodation are available for use by the guest(s) throughout their stay. However this can not be guaranteed and is not liable to any claim for loss of use or compensation for such amenity not being available. Should any amenity not be working correctly, or fails to work correctly during the guests stay, it is the guests responsibility to inform the management company as soon as possible who will make every effort to repair or replace any faulty amenity.

The owners can not be held responsible for any of the Resort amenities not being available for any or all of the guests stay. The owners have an agreement with the Aviana Home Owners Association (HOA) for them to make every effort to ensure that all amenities of the Resort are clean, tidy, available and safe at all times. The owners accept no liability for the failure of the HOA in regard these amenities.

Pool cleaning / Pest Control and Gardening

It is likely during your stay that the pool service, pest control and gardening service will visit the accommodation. The owners have instructed the contractors, via their management company or HOA, to carry out these services in a quite, efficient and as non intrusive manner as possible. These are essential services to ensure your continued comfort and enjoyment of the accommodation and are likely to be performed whilst you are not at the property in any event. Should special measures be required to ensure the cleanliness or safety of the pool, accommodation or gardens then the contractors will issue you with specific instructions which may result in you not being able to use part of the accommodation for a period of time. No liability is accepted by the owners because of this action.

If pool/spa heat is ordered for your stay then it is done so under the terms given to you by the management company on arrival. Due to the fact that the pool is outside and the weather has a serious effect on the temperature we can not guarantee that it will always be at the correct temperature of 82*. However we will do our best and you should always use the cover in at night to retain heat in the pool.

Responsibilities

All persons stated on the booking form are responsible for the care of the property and are expected to report all breakages, accidents or losses to the management company as soon as possible. The first named guest agrees to pay the full cost of any breakages, losses or damages to the property. It is all of the guest's responsibility to notify the management company immediately of any sudden equipment failure so that reasonable action can be taken to rectify the situation.

Party Size

Everyone occupying the property must be listed on the booking form, including small children. **This is Florida State law and must be adhered to.** The accommodation cannot be shared or sub-let and only the persons shown on the booking form are permitted to stay in the property. Although we fully welcome children under the age of 21 years we must insist (it's the Law apparently) that they are accompanied by their parents/guardians or at least one responsible adult over the age of 21 for every three children under the age of 21. The property is fully licensed for short term rentals in Florida. The owners reserve the right to refuse admittance if this, vital for safety reasons, condition is not met. Full occupancy is limited to 14 persons. Failure to comply will render the booking null and void and no compensation will be paid.

Smoking

For the safety and comfort of all our guests, smoking **is not** permitted within the property. Smoking is permitted in the pool/patio area (not the pool itself please) as long as they exercise caution and dispose of their butts sensibly. By law the property is hardwired with smoke detectors inside and it is an offence to interfere or obstruct them, so please don't.

Pets

DisneyWorld® is full of large and cuddly animals so we think it is best that No pets are allowed in the home.

Liability

This is scary, but essential, stuff so please read it very carefully and ensure that you abide by all the rules and guidelines published in these conditions and in the accommodation itself which is for your, and your party's, safety. This applies equally to casual, non resident guests of the guests.

The owners and the management company of the property accept no responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal belongings however caused. The use of all of the accommodation and amenities, including the pool, is entirely at the guests own risk. **Children must be supervised by responsible adults at all times when using the pool and nobody must ever swim alone or after consuming alcohol or drugs of any kind.** Glass or crockery is not permitted within the pool area and we provide sufficient plastic drinks and food containers for this purpose. The owners or management company cannot accept any liability for any loss of rental time due to travel problems, flight delays or cancellations, industrial disputes or any events outside our control, including any form of Force Majeure. The owners and the management company cannot accept responsibility for the sudden failure of villa equipment but will take immediate reasonable action to rectify any such failure upon notification by the guests. The owners or management company cannot accept liability if the pool heater cannot reach optimum temperature due to adverse cold weather conditions.

Arrivals and departures

The villa will be available from 4pm on the date of arrival and must be vacated by 10am on the day of departure, unless otherwise agreed. We will always try to accommodate late departures if at all possible, when there are no other guests due on the day of your arrival and departure respectively, at a nominal extra charge which will be deducted from your security deposit. If you need this service just ask.

Travel Insurance

We strongly recommend that all members of the party are covered by travel insurance which carries adequate protection against delays and cancellations and has sufficient medical, death and repatriation insurance for the United States of America and for your luggage and personal belongings.

Force Majeure

As with any other holiday, there may be circumstances completely beyond our control and contemplation, in which the accommodation might not be available for your booking. Examples of these circumstances include (but are not limited to) destruction of or severe damage to the accommodation. Such circumstances are referred to as Force Majeure. In the event of Force Majeure the owners will do their best to make alternative arrangements for you where possible. If they cannot, or if the alternative arrangements are not acceptable to you, then they will refund all monies paid. This will be the full extent of the owner's liability to you in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, howsoever arising.

Owners Access

The owners or their management company shall be allowed access at any reasonable time during your stay to inspect the accommodation should they consider it right to do so in their absolute discretion. The owners and their management company will only enter the accommodation during your stay as a last resort and only if any issues can not be resolved over the telephone.

Code of Conduct

Aviana is an Oasis of calm and tranquillity and the perfect place to relax and enjoy your holiday away from the hustle and bustle of the parks. We therefore want to keep it the same for all of our neighbours so therefore it is a condition of the booking that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to interfere with the enjoyment of either other holidaymakers or the residents of Aviana. Neither, the first named guest or any member of their party, or invited non resident guests, will use illegal drugs or conduct any unlawful or illegal acts on the property. You will take care not to play excessively loud music or otherwise create a nuisance to the neighbours. Please do not use the pool after 9.00pm except for quite reflection or gentle swimming. Sssshhhhh ! please keep the noise down.

The villa will be clean when you arrive, and we request that you leave it in good order.

Insects

Florida has an abundant number of insects associated with the tropical climate. The villa is treated for insects regularly to ensure no problems occur but on occasion insects inevitably find their way into the accommodation. Ants are the most common intruder but are easily avoided by not leaving foodstuffs out or sweet wrappers in bedrooms etc. If you feel uncomfortable due to insects please call the management company immediately and they will send round the relevant pest control to sort it out.

You have heard all about the Florida alligators or "gators". Don't worry, they have never been seen on Aviana or the surrounding area. They don't have a guest pass so would not get through the main gate anyway, security is fussy like that.

Pool and Spa

The pool and spa are cleaned and chemically balanced every week for your safety and comfort. For an additional fee the pool can be heated during your stay. Pool heating is switched on two days before you arrive as it may take some time to heat the pool to optimum temperature. The heater is set at 82 degrees which is the highest it can be under Florida State Law. The heater will heat the pool to a maximum of 35 degrees above air temperature. This is a very pleasant temperature in the winter months. The pool cover should be used during the winter months, or when the pool requires heating, otherwise the pool heater may not work correctly. During the summer months, May – October generally pool heat is not required and it is a refreshing escape from the Florida heat and humidity.

Please always shower before entering the pool and wash off any sun screen and oils to keep the pool clean and pleasant for all guests.

For safety reasons there is a child safety fence in place and the patio doors are alarmed. Although the safety fence can be dismantled, which is strongly advised against and you do so at your own risk. It's there for a purpose so use it. It is your responsibility to ensure that the patio door alarms are **NOT** turned off and are working and that children are accompanied by an adult at all times. Please use plastic tableware outside in this area. In the unlikely event of a glass become broken near the pool (because no glass should be in the patio/pool area) you are duty bound to let the management company know so the pool service can sweep the pool to avoid a future accident. The pool must not be used again until such time as the pool company declare it clean and safe which may be a couple of days. The simple advice here then is not to have glass or crockery in the patio/pool area.

Guests use the pool and spa at their own risk. They should always observe the safety rules listed on the notice displayed in the pool area. The pool is **NOT** to be used by children without adult supervision.

Never ever dive or jump into the pool. Only enter and exit the pool via the steps at either end of the pool.

Utilities/Phone:

We will pay all utility costs including water, heat, electric and trash removal. We also offer cheaper rate telephone calls both local and long distance. This service is easily accessible via the instructions near the phone. Local calls are free.

Linens and Kitchen Supplies:

We will provide kitchen cookware and utensils. Linens and towels are supplied. We also provide a full size washing machine and dryer so you can easily wash linen and towels during your stay. It also saves on luggage as you can wash, dry and even (if you want) iron clothing during your stay.

Trash (Rubbish) Removal:

Please put bagged trash into the containers with lids and place them at the edge of the driveway on the days listed in the home. The empty containers should be returned to storage following pick up, Bags not in sealed containers should not be left out as the local wildlife will pay a visit and you may be charged for any trash on the drive. If in doubt call the management company for further advice.

Parking and Driving

Please note that trucks, commercial vehicles, campers, mobile homes, recreational vehicles, motor homes, house trailers, trailers of every other description, boats, jet skis (or other similar watercraft) boat and other watercraft trailers, horse trailers or vans shall not be permitted to be parked or to be stored at any

place at Aviana Resort. There is sufficient parking for two full sized vehicles at the accommodation. Please do not park on the verge or anywhere else other than the driveway. Always observe the maximum speed limit of 15mph within Aviana Resort. Remember you are in a holiday resort and there are children everywhere.

Visa's

Our accommodation is available to most people who wish to either holiday, live or work in Florida but the owners expect, and it is a condition precedent of any booking that the guest(s) all have the correct passport, visa or entitlement to holiday, live or work in Florida. Most EU citizens staying for less than 90 days in the United States of America are covered under the visa waiver (I-94) scheme but it is the responsibility of each individual guest to ensure that they have the correct paperwork in order to be allowed entry to the United States of America. If any guest is refused, or subsequently removed, from the United States of America then the owners are not liable in any way to provide any refund for the accommodation. If in doubt, please consult with the United States Embassy or your flight company.

Complaints

We hope that you do not have any!.... But in the unlikely event that you wish to register a complaint during your holiday contact the property management company immediately so that remedial action may be taken. Details of how to contact the management company can be found above and in the villa.

Future Amendments

The owners reserve the right to amend, remove or alter there terms and conditions at any time even after they have been accepted by the first named guest and the guests all agree to such amendment without recourse to compensation from the Owners or their management company.

The owners will only amend, remove or alter there terms and conditions in order to comply with Florida Law or other prevailing Law or to improve the overall holiday experience that the guest may expect to receive and undertakes not to alter them to the direct detriment of the guests except where it can not be avoided due to Law.

Have a great holiday and come back and see us again real soon..ya all !!!!!