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## Gemini International Terms and Conditions of use of Rental

### Terms and Conditions of Rental - Florida

The following information provides our standard terms and conditions of rental for guests.

Gemini International, hereinafter referred to as Gemini, or the owner of the Property, hereinafter referred to as the Owner, offer the short term rental/letting of the Property named on the Rental Agreement (a copy is supplied on the booking of your vacation Property), to the person of 21 years or over named as the Party Leader and to the named party members (on the Booking Form), hereinafter referred to as the Guests, under the terms set out below.

### Booking Confirmation

On receipt of the required payment/deposit and completed booking form from the Guests, Gemini will issue a booking confirmation by email. It is the responsibility of the Guests to check the booking confirmation, and advise Gemini of any discrepancies. Gemini agrees that there will be no price surcharges on confirmed bookings unless additional services are requested.

### Acceptance

The Guests agree that payment of the rental/deposit to Gemini will signify their full acceptance of these Terms and Conditions of the Rental on behalf of all guests included on the booking form.

### Cancellations

All deposits made are non-refundable. Any cancellations must be made in writing by the lead name of the party.

### Payments

Gemini will not release the Property or any service prior to receipt of payment in full. Failure of the Guests to make full payment for any service will result in removal or refusal to supply said service, including, but not limited to provision of accommodation in the Property.

The Guests agree to pay the Total Rental Fees as shown on the Booking Confirmation within the due dates. Final and full payment is due **eight** weeks prior to arrival. Bookings made less than eight weeks before arrival must be paid in full. In the event of late payment, or failure to pay, Gemini reserves the rights to cancel the booking and levy cancellation charges.

## Amendments

The person shown as the lead name on the original booking form must make any amendments to confirmed bookings, in writing. Gemini will endeavour to honour any changes requested. For amendments resulting in a change in the property size, location, or a change of dates of stay, an Administration Fee will be levied. For changes reducing the number of nights, Gemini will charge an Administration Fee in addition to the cancellation costs of the number of nights cancelled.

## Unavoidable Changes

In the unlikely event that the home you have booked becomes unavailable before departure, then Gemini will notify the Guests as soon as possible. Gemini where possible will offer alternative accommodation of a comparable or greater standard at no additional cost to the Guests. Should the Guests wish to decline this offer, then Gemini will cancel the booking and refund all monies paid (but without interest or compensation) providing the cancellation is not Force Majeure.

## Passports and Visas

It is the sole responsibility of the Guests to ensure they have a valid passport and any necessary visa. Gemini will not accept liability for any additional costs arising from the failure to meet these requirements.

## Check in/out

Check in to the Property is after 4:00 p.m. on the date of arrival as shown on the Booking Form. Departure Check out time is no later than 11.00am. A delayed departure may be available by contacting Gemini on +1 (407) 397 1215. If a delayed departure is available a \$25.00 charge will be applied, failure to depart the Property by 11.00am unless otherwise arranged will incur a \$50.00 fee to cover a rearranged cleaning schedule.

## Basis of Rental

Properties offered for short-term rental through Gemini are provided on a self-catering basis. Gemini provides complimentary starter soap, toilet tissue, detergent and trash bags. Once these items are used, it is the Guests responsibility to replenish them.

## Security Deposit

All Guests are required to complete a registration process via telephone to our local office when in resort. You will be required to provide a credit card number or cash deposit which guards against accidental damage to the Property and Property contents, excess cleaning, loss or non return of keys, long distance telephone calls etc. This deposit will be refunded, less any costs incurred, no later than 35 days after the return date. In the unlikely event that a deduction is made, you will be issued with a report and a receipt to enable you to attempt to claim against your holiday insurance. Failure to comply will be deemed as confirmation that the Guests accept the Property as found, and accept responsibility for all damages or loss found in the Property on departure of the Guests.

## Pets

Pets are not permitted in the Property. In the event that the Guests bring a pet to the Property, this will result in the Guests eviction from the Property, and loss of all rental money paid.

## Force Majeure

Gemini accepts no responsibility nor will pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to Force Majeure. Gemini shall not be liable in any loss, or damage, or alteration, delays or changes arising from circumstances outside its control,

such as war, or threat of war, riot, civil strife, government action, industrial disputes, terrorist activity, natural and nuclear disasters, fire or adverse weather conditions, technical problems with transport, regulations/closure or congestion of airports, cancellation or changes of schedules by airlines.

## Cancellation

The Guests may cancel their booking at any time up to or during the Rental Period. In the event that the Guests exercise their right to cancel, Gemini will levy the following cancellation rates of the Total Rental Fee (amount shown on the booking confirmation):

- From initial date of booking up to 60 days prior to the arrival date 25%
- Between 30 and 60 days prior to the arrival date 50%
- Between 15 and 30 days prior to the arrival date 75%
- Less than 15 days prior to the arrival date 100%

Gemini regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances. It is strongly recommended that all guests take out adequate travel insurance at the time of booking.

## Service Level

Gemini provides a 24-hour emergency service of any problems found at the Property, either on arrival of the Guests, or during the Rental Period, as follows. Gemini agrees to provide a maximum 4-hour response to remedy problems that, at the sole discretion of Gemini, constitute emergencies, which would affect the safety of the Guests. Any problems arising during the Rental Period at the Property that do not constitute an emergency as determined by Gemini will be remedied during or after the Rental Period, based on the severity of the problem. Gemini makes all reasonable efforts to maintain each property and its equipment in good working order. Where possible, repairs are performed within 24 hours, but some delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavourable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or Internet access. In the event of failure of equipment, the Guest must notify Gemini within one working day so that Gemini may elect to effect a remedy to the failure.

## Limitation of Liability

Gemini makes all reasonable efforts to provide advice and safety information. This information can be found in the Home File at the Property. It is the responsibility of the Guests to ensure that they have read and understood the contents and advice given, following arrival at the Property.

Gemini and/or the Owner do not accept liability for lost or stolen personal property of the Guests from the Property during the Rental Period. Gemini provide information and advice in the Home File to the Guests in an advisory capacity only, with no guarantee or promise of security, even where the Guests make use of any advice given by Gemini or its representatives. In the event that property of the Guests is lost or stolen, the Guests should advise the appropriate authority first, and then Gemini, of the lost or stolen items. Gemini will either make good and secure the Property, or will transfer the Guests to another Property, where the original cannot be secured, and this will be the extent of its liability to the Guests under such circumstances.

Gemini or its representatives may enter the Property at any time, without notice, for the purposes of protection and/or maintenance of the Property. Wherever possible, Gemini will provide notice to the Guests prior to such entrance and confirm any work carried out on the Property should Guests be absent.

Gemini and/or the Owner accept no liability for personal loss or injury to the Guests during the Rental Period. The Guests must ensure that they have adequate travel insurance cover. Gemini provide information and advice in the Home File to the Guests in an advisory capacity only, with no guarantee or promise implied.

The Guests must ensure that Children are supervised at all times. It is the policy of Gemini that all Children under the age of 18 years are not left in rental accommodation unsupervised during the rental period.

Gemini and/or the Owner do not accept any liability for the acts or omissions of any agent. These include but are not limited to, homeowners, or utility providers.

It is the Guests' liability to ensure that the rental Property is maintained to the standard in which it was first occupied upon arrival. If Guests have cause for complaint whilst on vacation they must advise our local office on (407) 397 1215 immediately as the opportunity to resolve the problem will exist. Gemini undertake to deal with any complaint fairly and promptly. Failure to follow this procedure will free Gemini from any responsibility, as Gemini would have been deemed to be deprived of the opportunity to investigate and rectify the problem.

Guests must not exceed the maximum occupancy of the villa as shown on the booking form. Failure to do so will result in eviction of the Guests and loss of any monies paid.

Gemini and/or the Owner do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electrical heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of Gemini control, and is regarded as an act of nature. See "Force Majeure" above.

Gemini does not accept liability for removal of the Property from the marketplace, or transfer of the Property to another company by the Owner that results in the Property becoming unavailable for the Rental Period. Wherever such an event occurs, Gemini will offer the Guests a suitable alternative accommodation of equal or better quality, subject to availability. In the event that the Guests refuse the offered alternate property, then the Guests may cancel the booking, and Gemini will refund the Total Rental Fee.

Where the Property is booked by the Guests and is subject to a construction discount, which will be clearly notified on the booking confirmation to the Guests, the discount is the sole compensation offered to the Guests for any inconvenience caused by protracted construction, i.e., that which continues for greater than a 4 week period, within 200 feet of the Property. This excludes any construction being undertaken by individuals on neighbouring homes.

Failure to comply with any of the terms herein can, at the sole discretion of Gemini, result in the eviction of the Guests from the Property, without recompense or refund.

## Law

English Law will govern your contract with us and any matters arising from it.

We cannot guarantee that the information given on these Web Site pages is wholly correct and up to date. They are intended as a guide only.