

TERMS AND CONDITIONS

1. DEFINITIONS:

“**Booking**” means the booking for accommodation, functions and/or any other services or items made with Us.

“**Company**” or “**We**” or “**Us**” means Siena at Bella Collina Rentals, LLC, a Florida limited liability company whose registered office is at 505 South Flagler Drive, Suite 900, West Palm Beach, Florida 33401 and its employees, owners, related entities, subsidiaries, affiliates, officers, agents, representatives, assignees, licensors, suppliers and vendors.

“**Contract**” means the Booking and these Terms and Conditions, as herein defined, and any other terms and conditions stated to apply to the Booking.

“**Hotel**” means the premises for which Your Booking is made.

“**Terms and Conditions**” means these terms and conditions noted below.

“**Website**” means www.bellacollina.com or any other website owned or operated by Us relating to the Hotel from time to time.

“**You/Your**” or “**guest(s)/Guest(s)**” means any and all persons for whom a Hotel room is booked, occupied or visiting during Your stay at the Hotel.

2. GENERAL:

The following Terms and Conditions apply to Your access and the use of this Site. You agree to be bound by these Terms and Conditions without limitation or qualifications by accessing any page of this Site.

Your Contract is with Siena at Bella Collina Rentals, LLC and its management Company, associates, related companies, subsidiaries and affiliates (collectively, “Company”) who operate as a hotel (“Hotel”).

The general Terms and Conditions herein together with the Privacy Policy, and Add-Ons available on the Website (collectively, as may be varied, amended and/or supplemented from time to time and the Booking confirmation issued by Company confirming Your Booking (“Booking Confirmation”) shall constitute a legally binding contract between You and Company and shall be further supplemented by the internal rules and regulations that apply specifically at the to the Hotel where You have booked Your stay.

3. BOOKINGS & PAYMENT TERMS:

Bookings may be made online at Website (www.bellacollina.com) or contact us at siena@bellacollina.com, or call 407-469-4992 on Monday through Sunday between the hours of 8:00 AM EST and 6:00 PM EST.

A deposit equal to the first-night room rate, resort fee (if applicable) and tax will be charged at the time of reservation. The remaining balance is due no later than three (3) days prior to 4:00 PM EST on the arrival date, which is defined as the **“Cancellation Expiration Period”**.

All payments made, including the deposit and final payment, for Bookings are strictly non-refundable after the Cancellation Expiration Period, as defined herein, including any early departures by Guest(s).

4. We accept payment by Visa, Mastercard or American Express credit/debit cards. Please note that the credit or debit card used to make the reservation will need to be presented at arrival. During the Online Check-In, which is described further in Section 6 (CHECK-IN AND CHECK-OUT) of the Terms and Conditions, an authorization will be made on the card equal to the remaining balance due plus \$100.00 per night for incidentals and/or damages. This authorization will be released at departure, subject to any charges for incidentals and/or damages, by the hotel but may take up to ten (10) business days to return to Your account at the discretion of Your card provider.
5. Once Your booking has been successfully completed, a **Booking Confirmation** will be issued for each room booked and sent to the email address provided in Your registered account. You may be asked throughout your stay to produce Your Booking Confirmation(s) upon check-in at the Hotel, together with Your original valid photo identification document (national registration identity card, passport, driver’s license or other identification card or document as Company may require). If You do not receive Your Booking Confirmation(s) within twenty-four (24) hours from the time of Booking, please contact Us via the Website or contact us at siena@bellacollina.com, or call 407-469-4992 on Monday through Sunday between the hours of 8:00 AM EST and 6:00 PM EST.

The ‘Guest(s)’ named in the Booking Confirmation must be the person staying at the Hotel. Otherwise, We reserve the right to cancel the Booking.

At all times during the Booking process, You will be advised to ensure the accuracy of Your Booking details (Guest details, stay dates, room types, room rates, number of Guest(s)). Company will not be responsible or liable for errors in Booking details.

Bookings are accepted subject to room availability.

6. CANCELLATIONS AND CHANGES:

Reservations must be cancelled or modified three (3) days prior to 4:00 PM EST on the arrival date, the “**Cancellation Expiration Period**”, to avoid penalty of a one-night room rate, resort fee (if applicable) and any mandated taxes.

All payments made, including deposit and final payment, for Bookings are strictly non-refundable after the Cancellation Expiration Period, as defined herein, including any early departures by Guest(s).

Any Booking cancellation or failure to arrive on the scheduled check-in date noted below will be treated as a no-show in respect to a Booking and will result in the total billings and payments under that Booking Confirmation (including any applicable taxes paid) being non-refundable and forfeited. No refunds will be provided for the no-show and corresponding cancelled Booking.

Change of Guest(s) name on Your Booking must be cancelled or modified three (3) days prior to 4:00 PM EDT on the arrival date subject to a Name Change Fee.

Unless otherwise expressly stated, no changes or cancellation will be allowed for promotional Bookings. Please read the Terms and Conditions of the relevant promotion carefully, which terms of promotion shall apply to the Booking and shall be binding on You.

7. ROOM RATES:

Room rates shown on the Website are charged on a per room per night basis exclusive of meals or any other ancillary charges of the Hotel or The Club at Bella Collina Country Club.

Room rates do not include any federal, state and/or local taxes, service charges and/or other similar charges or taxes subject to the requirements of where the Hotel is located. These will be charged at the prevailing rates and will be detailed on the Booking Confirmation.

Room rates and details are correct at the time of publication and are subject to change without notice.

8. CHECK-IN AND CHECK-OUT:

Company operates a strict check-in and check-out policy.

Check-In:

The check-in process for the Hotel is electronic, and thus, there is no front desk check-in process. You must check-in or cancel your reservation prior to three (3) days prior to 4:00 PM EST on the arrival date, the “**Cancellation Expiration Period**”. You will receive several reminder emails to check-in to Your room(s) prior to the Cancellation Expiration Period. Once You have completed the check-in process, including making full payment of Your Booking, a **Check-In**

Confirmation will be issued for each room booked and sent to the email address provided in Your registered account. Your Check-in Confirmation will have the following information:

- Front Gate Code.
- Assigned Parking Space Numbers.
- Assigned Unit Number.
- Door Access Code to Unit.

Arrivals:

Check-in time begins at 4:00 PM.

Booked rooms will be held for check-in until 9:00 AM the following day of the scheduled check-in date, after which the Booking will be deemed cancelled upon no-show and Company shall be entitled to release the booked room(s) for the remaining stay dates to other Guests. No refunds will be provided for the no-show and corresponding cancelled Booking.

Departures:

Check-out time ends at 11:00 AM. We appreciate Your courtesy and cooperation in observing the check-out times so that We may prepare the unit for our next Guest(s).

If You check-out beyond the stipulated time at the Hotel, Company reserves the right, without further notice to You, to charge You an additional one (1) night's stay at the then prevailing room rate or remove Your belongings into the luggage storage facility (luggage storage charges may apply) and deny You further access into the room. Company shall not be liable for any loss or damage to Your belongings as a result of the action(s) taken.

9. HOTELS ROOMS:

Hotel room types are as follows:

- Two (2) Bedroom Unit: One (1) king-size bed and one (1) queen-size bed. The maximum occupancy is four (4) Guests. If occupancy per room is greater than four (4) individuals, a fee of \$50.00 per night will be charged for each additional individual in Your group 12 years of age and older.
- Two (2) Bedroom Unit With Den: One (1) king-size bed and one (1) queen-size bed. Maximum occupancy is four (4) Guests. If occupancy per room is greater than four (4) individuals, a fee of \$50.00 per night will be charged for each additional individual in Your group 12 years of age and older.
- Three (3) Bedroom Unit: One (1) king-size bed and two (2) queen-size bed. Maximum occupancy is six (6) Guests. If occupancy per room is greater than six (6) individuals, a fee of \$50.00 per night will be charged for each additional individual in Your group 12 years of age and older.

Roll away beds, air mattresses or any other makeshift bedding are not permitted in any of our accommodations.

The following amenities are not available in our rooms:

- Room service, mini-bar, cots, additional or extra beds.
- Luggage Storage

Company practices a strict NO SMOKING policy in all Hotel premises (“**Non-Smoking Policy**”). Smoking is prohibited in any part of the Hotel premises including but not limited to Hotel rooms, except in any smoking area(s) designated by Company (if any). Failure to comply with this policy shall entitle Us to terminate Your Booking and stay at the Hotel at our sole discretion and You must leave the Hotel immediately without compensation or reimbursement. You shall be liable for any costs, loss or damage to the Hotel room, premises or property, or incurred by Hotel Guests or third party, arising from Your failure to comply with this policy and Company reserves the right to charge You for any such costs, loss or damaged incurred by Company or any Hotel Guests or third party.

10. RESTRICTIONS:

We love animals and understand that they are a part of the family. However, no pets (except for registered guide dogs) in the allocated room(s) or on Hotel premises or property.

You may not bring any of the following in the allocated room(s) or on Hotel premises or property:

- **Electrical appliances and/or equipment for heating and/or cooking purposes.**
- **Roll away beds, air mattresses or any other makeshift bedding.**
- **Any firearms, fireworks or other items that could present a danger or hazard to the Hotel or Guests.**

Company reserves the right to remove and/or confiscate any of the above items found in any Hotel room immediately without notice to You and to charge You for any costs incurred for taking such action or for any loss or damage caused to the Hotel room, premises or property or to any Hotel Guests or third party as a result of Your failure to comply with this policy.

Company further reserves the right to ask You to leave the Hotel and remove Your belongings from the room immediately if We shall, in our sole opinion, deem that You have used the Hotel room in an irresponsible manner or in a manner that will compromise the safety of, or cause damage and/or harm to the Hotel room, the Hotel premises, the other Hotel Guests, our staff or any other persons or the reputation of Company, without any compensation and/or any reimbursement to You.

Company is committed to providing a smoke-free environment in all Hotel premises. Smoking is prohibited in any part of the Hotel premises including but not limited to Hotel rooms, except in any restricted smoking area(s) designated by Company (if any) ("**Non-Smoking Policy**").

11. ACCESS TO THE PREMISES:

Management of Company or Hotel may enter the premises as reasonably necessary for protection or inspection; for repairs or other services, or for any other emergencies and with such notice as Management, in its sole discretion, deems appropriate.

12. PARKING:

For Your convenience, each Hotel room is allocated two assigned parking spaces. Such assigned parking spaces shall be provided in Your Check-In Confirmation. Parking along the side of the street or on the pavement or sidewalk is strictly prohibited and may result in towing of the vehicle.

13. FITNESS AREA POLICY:

You and Your Guests agree and acknowledge that when entering and using the unsupervised fitness area, You do so at Your own risk and that Company shall not be liable for any such personal injury, or property loss and/or damage. Further, You and Your Guests are subject to all of the posted rules and regulations posted inside the fitness area.

14. PET POLICY:

We love animals and understand that they are a part of the family. However, pets are **not** allowed in any of the condos at this time.

15. POOL AREA POLICY:

There are no lifeguards at the pool, therefore We have a swim at Your own risk policy. Observe all posted rules and regulations; they are there for Your safety. Company cannot accept any liability for any accidents, injuries or property damage. There is a strict no glass policy in the pool area. Children 16 years and younger must always be supervised by an adult and children under the age of 3 must wear disposable swim pants before entering the pool. Please consider the privacy of other Guests and keep noise to a minimum. Pool Hours are dawn to dusk.

16. DAMAGES:

You are liable for any damage and/or missing items howsoever caused to the allocated room(s) or to the Hotel premises or property caused by You or any persons in Your party (whether or not staying at the Hotel) during Your stay. Company reserves the right to retain Your credit card and/or debit card details and charge or debit such amounts as it shall in its sole discretion deem fit on the said card(s) to compensate and reimburse Company for the loss, damage, costs and/or expenses incurred or suffered by Company as a result of the aforesaid. A list of costs for damaged or missing items will be provided by Hotel upon request of Guest. Regardless, Company further reserves the right to commence legal proceedings against You without notice. Such damage includes evidence of smoking or the presence of pets in the Hotel room, to which You will incur two nights' accommodations to cover the cost of a comprehensive cleaning of the room and to allow for the unit to be aired completely.

17. CLEANLINESS, MAINTENANCE, AND REPAIRS:

Your Hotel room will be inspected prior to each Rental Period to ensure there is no need for maintenance or repairs. Guests must report any deficiencies in the accommodation within 24 hours of arrival. A report can be made via phone or email, prior to Guest(s) departure.

18. LOST AND FOUND:

Company assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings. If You discover that You have left behind something of value to You, please call Us immediately and We will try to assist You in locating Your lost item.

19. ACCESS TO THE COUNTRY CLUB:

Registered Guests of the Hotel will have access to specific areas of The Club at Bella Collina Country Club. Such areas include the Nick Faldo golf course, the Spa, and dining at the 19th Hole restaurant. Please refer to the in-room compendium or The Club at Bella Collina website to book times for services as well as reservations for breakfast, lunch or dinner at the restaurant.

20. NON-SMOKING PROPERTY:

Company is a smoke-free facility. In accordance with Florida Law and for the comfort of all Guests, all Hotel rooms, Hotel premises and the property are non-smoking. Smoking on the patios and balconies is prohibited. If You wish to smoke, please step out to the parking lot. Please dispose of Your cigarette butts thoughtfully, not in the landscaping, walkways, decks, etc. If a Guest does smoke in a condo, a fee of two nights' accommodations charge will apply to cover the cost of a comprehensive cleaning of the room.

21. RIGHT TO REFUSE ACCOMMODATION:

Company reserves the right to refuse accommodation to You or any person(s) without any notice and terminate any Booking without being liable for any refund or compensation for the following reasons:

- The Booking has been paid through fraudulent means.
- The Booking has been altered by anyone other than Hotel's authorized agent or has been tampered with or the Booking Confirmation has been defaced (in which case Hotel reserves the right to retain such Booking documentation).
- The person checking in is not or cannot prove that he/she is the person named in the Booking Confirmation.
- As permitted under the provisions of these Terms and Conditions.

22. LIMITATION OF LIABILITY:

Company is responsible for providing the room(s) stated in the Booking Confirmation(s) and according to these Terms and Conditions. We do not accept any liability for failure to provide the services contracted or any of them due to circumstances beyond our control.

To the extent permitted by law, Company does not accept any liability arising out of any occurrences beyond its control including but not limited to acts of terrorism, acts of God, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule (collectively, "**Force Majeure**").

Without affecting any statutory consumer rights or other laws that cannot be lawfully excluded or limited, Company will not be liable for loss of any kind whatsoever arising out of, caused by, attributable to or resulting from Your Booking, use of the Website or stay at the Hotel even if caused or contributed to by Company's negligence, wrongful act / omission or breach of these Terms and Conditions or breach of duty or otherwise.

All activities have inherent risks to health and safety and Company will not be responsible for any eventualities related to any activities or services booked through the Website or during Your stay at a Hotel.

Company will not be responsible for any loss or damage of property left in Guest's room and/or the Hotel property at all times. Guests are advised to obtain insurance to cover curtailment, and loss of luggage, personal effects, damages, personal injury and money/valuable belongings.

NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, IN NO EVENT SHALL COMPANY OR THEIR RESPECTIVE EMPLOYEES, OWNERS, RELATED ENTITIES, SUBSIDIARIES, AFFILIATES, ASSIGNEES, PROPOSED ASSIGNEES, AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE TO YOU FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO THE SITE OR THESE TERMS & CONDITIONS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. PRIVACY & DATA PROTECTION:

You may visit the Website without revealing any personal information about yourself. However, in order to provide You with the requested information or other services (i.e. Booking), You may need to provide Us with Your personal information. Your privacy and trust are important to Us. This Privacy Policy is served to inform You of the collection, use, disclosure and protection of Your information.

This Website only collects personally identifiable information with Your knowledge and express consent.

You are entitled not to submit Your personally identifiable information or to decide what communications You want to receive from Us. However, incomplete information may affect or prevent the processing of certain transactions.

Company will retain all personal information You provide during Booking. By making a Booking with Us or using the Website, You consent to our use and/or disclosure of Your personal details to our franchisees, branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents, commercial partners, service providers and/or any other parties engaged by Us to enable or assist Us in the provision of services or to exercise or enforce our rights hereunder and/or any other party as Company may, in our sole and absolute discretion, deem necessary for the following purposes:

- To process Your Booking and for other administrative purposes.
- To provide You customer support and services.
- To send You information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires. You may unsubscribe from these at any time by clicking on the “unsubscribe link” on the relevant email communications.

We may also be legally obliged to disclose, and You irrevocably consent to our disclosing, Your personal information to government and enforcement agencies, regulatory bodies and public authorities or as may be required by law. This may involve sending Your personal information between different countries or states.

We will use our best endeavours to use Your personal information in the manner stated herein and will not otherwise disclose Your personal information without Your prior written consent.

Please be reminded to regularly review and update Your personal identifiable information. You can review, update and/or correct Your information by contacting our customer service officer and requesting an access form. Likewise, inquiries and complaints may be lodged with Us. Please note that in an effort to prevent the unauthorized disclosure of Your personal identifiable information, You may be asked to provide proof of identity or other authentication materials together with the completed access request form.

We use commercially reasonable steps to protect Your personally identifiable information We collect from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction. However, due to the pace of development of internet technology and other factors beyond our control, We cannot guarantee that communications between You and our server will be free from unauthorized access by third parties.

This Privacy Policy does not apply to information We collect by other means or from other sources. Your use of this Site constitutes Your acceptance of this Privacy Policy and the terms thereof and Your consent to any action We take with respect to Your personal information. We reserve the right to change the terms of this Privacy Policy at any time by updating this version. You are encouraged to review this page from time to time. Your continued use of this Site following the posting of changes to the Privacy Policy constitutes an acceptance to those changes.

Please refer to our [Privacy Policy](#), for full data privacy and data protection terms, which forms part of these Terms and Conditions.

Cookies:

Bella Collina uses cookies in our webpages to:

- Maintain Your session and required details when You browse the Bella Collina Website, during account registration and during the Booking process (session cookie).
- Collect website usage data for statistical/analytics purposes (analytics cookie).
- Direct You to the correct landing page based on Your geo-location (geo-targeting cookie).

You may instruct Your browser, by changing its settings, to stop accepting cookies or to prompt You before accepting a cookie from the websites that You visit. Company may not function properly if cookie setting is disabled.

24. COPYRIGHT & TRADE MARKS:

The Website including the Booking and other applications, text, graphics, designs, audio and video clips, hotel and destination information and all other content thereon are the exclusive properties of Company and/or its content suppliers.

You may use the Website and its content solely for personal, non-commercial and private use subject always to applicable copyright laws.

All trademarks, trade names, service marks and all other marks, whether registered or unregistered, on the Website are owned by or licensed to Company and their respective owners and may not be used, reproduced or modified without the prior written approval of Company.

25. INDEMNITY:

You hereby irrevocably agree to indemnify and keep Us indemnified against all liabilities, claims, losses and expenses, including any legal fees that may be incurred by Us in connection with or arising from (1) Your use or misuse of this Site and the services provided herein; or (2) Your breach of these Terms and Conditions howsoever occasioned; or (3) any intellectual property right or proprietary right infringement claim made by a third party against Us in connection with Your use of this Site.

26. DISCLAIMER:

The Website, the services provided and all content thereon are supplied “as is” and “as available”. Company provides no guarantee, representations or warranties of any kind, either express or implied, regarding the website and content. You are solely responsible for Your use thereof.

While We will make every effort to ensure that the information on the Website is accurate and published in good faith. Without affecting any statutory consumer rights that cannot be lawfully excluded or limited, Company does not warrant or represent the accuracy of the information displayed and disclaims to the maximum extent permitted by law all warranties expressed or implied by statute, custom or usage.

Company will not be liable for any direct, indirect, consequential, punitive losses or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of, or damage to data), arising out of the Website or the use thereof or any services purchased from the Website, or any errors, inaccuracies or omissions in the services or content provided howsoever caused.

The various linked sites on the Website allows for further link-up and interaction between Guests and the said sites for promotions and other interactive mediums. The inclusion of all website links on our Website does not imply endorsement by Company of such linked sites, or any association with their operations. These sites are outside the control of Company. We will not be responsible for the content on the linked sites or Your use thereof.

27. GOVERNING LAWS:

Any disputes arising out of or related to the Site or these terms & conditions or Your contract with Company shall be handled individually without any class action and is governed by the laws Lake County, Florida, where the Hotel You booked Your stay with is located, and any disputes shall be settled in the such courts jurisdiction.

28. CHANGES TO THE THESE TERMS & CONDITIONS:

Company reserves the right to cancel, amend or vary the arrangements and content featured on the Website and/or change, amend, vary or add to these Terms and Conditions at any time without prior notice. Your continued use of the Website will constitute Your acceptance of any such cancellation, amendment, or variation.

29. CONFLICT BETWEEN ENGLISH TEXT AND OTHER LANGUAGE TEXT:

If there is any conflict or discrepancy between the English text of these Terms and Conditions and any translation thereof into any other language, the English text shall prevail.