

Lakeside Villa, Orlando

Terms and Conditions (Effective 1st January 2015)

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1. Bookings

An initial reservation may be made by telephone, e-mail or from our Website and the reservation will initially be held for 7 days. When you have read and agreed with our 'Terms & Conditions' please either complete and return our Booking Form or send an email with your booking requirements.

By completion and submission of the Booking Form or a booking request by email you will accept that you have read, understood and agreed to abide by the Terms & Conditions.

a) Web Site Accuracy

We, or our management company Fairways Florida Villas (Fairways) inspect our property and the Bridgewater Crossing communal facilities (tennis courts etc.) regularly to ensure that the contents of this web site are accurate. However, circumstances can change after publication and we reserve the right to make these changes. For example, all the facilities in the community might not be fully functional due to maintenance etc. Sometimes the facilities at the property may be removed or added to.

b) Rates

Rates were accurate at the date of web site publication, but could have changed since then. Whilst every effort is made to ensure the accuracy of the web site and rates at the time of publication, regrettably errors do occasionally occur. We reserve the right to change our rates throughout the season depending on the availability of places. Rates may go up as well as down. Please contact us to obtain the latest rates for the property. The rate will be confirmed at the time of booking. When booking by telephone, any rate quoted over the telephone will be regarded as provisional until a final rate has been calculated and a confirmation invoice has been sent by us.

Once you have made a booking and paid a deposit the rate will not change. Our rates are based on the occupation of the property up to the maximum number of 8 persons. When your vacation overlaps different date bands, additional nights/weeks are charged at the applicable rate for the relevant date band(s).

Items included in your booking - the basic component costs include:

- Self-catering occupation of the property up to the maximum occupancy of 8 persons.
- Electricity, water, air-conditioning, heating, USA telephone calls, internet, cable television, cleaning & maintenance of pool, housekeeping (cleaning before and after your stay), use of linens, towels and use of all facilities of the property and Bridgewater Crossing community.

The basic component costs **do not** include:

- Charges for pre-book able pool heating. (£14/\$21 per night)
- Flights/ Car Hire or any other forms of transport.
- Excursions/Theme park admissions etc. and other personal expenditure.
- Travel insurance.
- Bookings of less than 7 nights will incur a cleaning fee of £70/\$105

The base rates are fixed in £ Sterling, the \$ US Dollar rates shown are approximated at an exchange rate of £1 to \$1.50 and are subject to currency fluctuations. Please enquire if you require a confirmed \$ US Dollar rate.

c) Deposit

Upon receiving the completed Booking Form via the website we shall send an invoice stating the total amount due and payment details. Dependent upon the type of initial enquiry or provisional booking we may elect to carry out the invoice process by telephone and/or email.

We require a £150, per full or part week booked, non-refundable deposit to confirm the booking.

d) Security Deposit

When the final payment is sent we also require a security deposit of £200 (\$300), in the form of a cheque, against any costs incurred for any additional services, missing items, or any damage you may incur during your stay in the home. Damage or loss caused by accident, negligence or intention must be reported and paid for by you before vacating the accommodation to avoid you incurring unnecessary additional costs later. The security deposit is refundable upon a satisfactory inspection of the home by Fairways and the cheque will be returned to you within 28 days following departure.

e) Balance of Payment

The balance of the payment is to be paid no later than 10 weeks prior to your arrival date.

We reserve the right to cancel the booking if payment is not received by the due date.

f) Payment

We accept the following methods of payments - bank transfers or personal cheques. No booking will be deemed confirmed until cheques (where applicable) have cleared.

g) Taxes

All rates are inclusive of Florida State and Local Sales Taxes & Tourist Tax.

h) Occupancy

Florida State Law prohibits subletting, sharing or assigning. Therefore only those persons identified on the Booking Form/email confirmation are allowed to reside overnight in the house, if any additional persons are found to be residing in the property you will be in breach of contract and your stay will be terminated immediately without refund.

i) Arrival & Departure

The rental commences at 4:00 p.m. on the day of your arrival and ceases at 10:00 a.m. on the day of your departure. A later checkout time may be requested but is subject to availability. We reserve the right to cancel a late check out in the event of another party arriving on your departure day.

j) Utilities

All rentals are inclusive of electricity, water, gas (pool heat excepted, see 3b), internet, cable TV, USA/Canada phone calls.

k) Maintenance and Inspection

The Owners/Fairways or their representatives reserve the right to access the property at any time during your stay for the purposes of inspection, property maintenance, pool cleaning, landscape maintenance etc.

Pool cleaning and landscape maintenance occur on at least a weekly basis therefore it is highly likely that you will encounter our/Fairways contractors, also in order to avoid the often high Florida temperatures some landscape maintenance visits may take place prior to 8am. Please accept our apologies in advance for any inconvenience that this may cause.

2. Changing your booking

a) Cancellation Charges

The guest may cancel the booking at any time after it has been confirmed. Cancellation must be made in writing or by e-mail. The following cancellation charges will apply:

- More than 10 weeks before arrival - Loss of deposit.
- Between 6 and 10 weeks before arrival - Loss of 50% of total booking cost.
- Less than 6 weeks before arrival - Loss of 100% of total booking cost.

If through circumstances beyond our control, it is necessary for us to cancel a booking, which would only be in exceptional circumstances, we will refund any monies paid, without interest or further compensation.

b) Amendments

Alterations to confirmed bookings can be requested and will be at the owner's discretion. Changes must be notified in writing or by e-mail.

3. Facilities

a) Use of the telephone and internet.

A telephone is available for your use in the home; all calls to the USA/Canada are free of charge. Should any call charges be incurred during your stay for International calls outside the USA/Canada the relevant monies shall be deducted from the security deposit.

A high-speed wireless internet service is provided free of charge. When accessing the internet, you or your party **will not**:

- Commit or encourage a criminal offence.
- Send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
- Do anything, which is contrary to the acceptable use policies of any connected networks and Internet standards.
- Insert or knowingly or recklessly transmit or distribute a virus.

Failure to observe these conditions will be a breach of contract and your stay will be terminated immediately without refund. Personal details of those residing in the property shall be passed to any requesting Law Enforcement Agency without delay.

b) Swimming Pool

Our swimming pool is not heated by default, only upon your request. For your comfort we recommend that the pool be heated from October to April, any requests for pool heat should be made at the time of the initial booking and shall incur a charge of £14/\$21 per night and is payable for the entire stay. The pool heat shall be turned on at least a day prior to your arrival and its heat output is determined by factors such as ambient air temperature, direct sunlight etc. and therefore no guaranteed can be made of actual temperature of the pool. The use of the pool cover when not using the pool will help to maintain a comfortable temperature. Please note that beach towels are provided and we ask that you use these rather than the bathroom towels when “poolside”.

- Upon your arrival at the property the Pool Safety Fence will be fully erected. In order to ensure the safety of you and your group we do not recommend that it be removed. Should you wish to remove the Pool Safety Fence you do so entirely at your own risk. **Upon your departure you must ensure that the Pool Safety Fence is fully re-installed.** Should the post departure inspection by Fairways identify that the Pool Safety Fence is either partially or fully uninstalled a charge of £50 (\$75) shall be deducted from your security deposit to cover re-installation costs.
- It is extremely dangerous to attempt to stand on the pool cover or enter the pool when the pool cover is in place upon the water.
- Glasses, bottles etc. must not be taken into the pool enclosure. Plastic glasses are provided for use in this area.

Use of the swimming pool is entirely at your own and your party's risk. In no circumstances shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages arising out of, or in any way connected with the improper use of this facility.

c) Furniture and Fittings

Under no circumstances should any furniture or fittings be moved from the rooms they occupy. A charge of £50 (\$75) shall be deducted from your security deposit to cover re-installation costs.

4. General

a) Cleaning

The property, towels, linens etc. will be cleaned before your arrival and again following your departure. No change of laundry or towels will take place during your stay; we provide laundry facilities and a vacuum cleaner etc. for your use as and when required. If you require additional cleaning during your stay this can be arranged via Fairways for an additional fee. Please ask for further details.

Garbage and recycling is collected kerbside on weekly basis, details of when shall be notified within the property. Bridgewater Crossing Home Owners Association does not allow the placing of garbage/recycling bins outside of the property at any time except upon the evening prior to or on the designated collection day. Failure to adhere to this ruling may result in a fine being levied upon the property owners. We reserve the right to recover, from you, the costs of any fine and associated recovery costs should such a breach be attributable to you or your party.

b) Liability

The Owner/Fairways do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the home including the pool. It is the responsibility of an adult member of the party to ensure that children are always properly supervised when in the pool and surrounding area. The Pool Safety Fence should not be removed when there are young children or non-swimmers using the pool area.

Neither the Owner nor Fairways can be held responsible for any ongoing construction, alterations to existing houses or any noise as a result thereof on or around the community.

c) BBQ

A BBQ can be supplied directly via Fairways for an additional fee, please ask for details.

It is against Florida State Law to use cooking equipment within a swimming pool enclosure. Effectively this means that BBQ's can only be used outside of the pool enclosure.

d) Cot/Childs Bed

A cot/child's bed can be supplied directly via Fairways for an additional fee, please ask for details.

5. Conditions of Use

a) Household Items

No items are to be removed from the house. This includes linens and towels. Any breakages or damage must be reported to Fairways at the earliest opportunity.

b) Parking

There is space enough for two vehicles on the driveway of the property. Please note there is no parking allowed on the road/street overnight, doing so may incur a fine from the local sheriff's department who patrol regularly. The Homeowner/Fairways Florida Property Management are not liable for any fines incurred by vehicles etc. being left on the road/street.

Similarly, the homeowners association do not allow the parking of boats, trailers, recreational vehicles (RV's) etc. on the driveway and may issue a fine to the homeowner for any such breach. We reserve the right to recover, from you, the costs of any fine and associated recovery costs should such a breach be attributable to you or your party.

c) Travel Documents

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We cannot accept any liability if you are refused entry onto any transport or into the USA due to failure on your or your party's part to carry correct documentation or for any other reason.

d) Travel Insurance

It is your responsibility to ensure any policy meets your needs. Your insurance should cover the cost of cancellation by you and the cost of assistance, including return to your country of residence, if you suffer an accident or illness.

e) Noise

Please bear in mind that our home is situated on a peaceful community, which consists of both residential and short-term vacation homes, we therefore request that out of respect for your neighbours please refrain from making unnecessary noise between the hours of 10 p.m. & 8 a.m.

f) No Smoking Policy

Please note our home has a strict **NO SMOKING** policy. Smoking is only allowed on the pool deck or outside the home. At the sole discretion of Fairways, should any evidence be found that smoking took place during your stay within the property you will forfeit your security deposit.

g) Pets

With the exception of guide dogs, and only with our prior approval, no pets may stay at the property. Failure to observe this condition will be a breach of contract and your stay will be terminated immediately without refund. If an assistance dog is brought to the property we do request that you bring your own bedding for your dog to use. The Owner/Fairways do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons/other animals caused as a result of having the dog in the home. All dogs are required to be on leashes when outside of the home.

h) Pests

Florida is in a sub-tropical zone and as such insects and other pests are commonplace and are not a cause for complaint or compensation. Their presence is no reflection on the cleanliness of the property. Our villa is treated regularly as part of a pest and termite control program. Please do not leave food on counter tops or in the pool area. Clean up all spillages immediately and do not eat in the bedrooms. We advise you to keep all windows and external doors closed whenever possible; not only will this help to keep pests from entering the property, but it will also enable the air-conditioning system to function more efficiently.

i) Safety Matters

Health and safety standards and regulations in the USA may differ from those that you are used to, and take for granted, at home. Our property always complies with local safety regulations. Points you should consider:

- Glass doors and windows, which may be difficult to see in bright sunlight.
- The swimming pool and deck area can be potentially hazardous if used incorrectly.
- The floors into the property may be slippery if you have just exited the pool and your feet are wet. Please ensure that your feet are dry prior to going into the house.
- Upon your arrival at the property the Pool Safety Fence will be fully erected. In order to ensure the safety of you and your group we do not recommend that it be removed. Should you wish to remove the Pool Safety Fence you do so entirely at your own risk. **Upon your departure you must ensure that the Pool Safety Fence is fully re-installed.** Should the post departure inspection by Fairways Florida Property Management identify that the Pool Safety Fence is either partially or fully uninstalled a charge of £50 (\$75) shall be deducted from your security deposit to cover re-installation costs.

6. Termination and compensation

You and your party must behave reasonably while staying at our property. We reserve the right, at our reasonable discretion, to terminate the booking of persons who indulge in serious misconduct. If we do so, we will have no further responsibility or liability to you. If you or any member of your party willfully, recklessly or negligently damages our property, you agree to compensate us for any loss we may suffer, including legal costs.

Liability Disclaimer

We have taken reasonable steps to ensure the information provided by us on this web site is accurate at the time you view it. However, we cannot and have not checked the accuracy of all information provided by outside sources. All such information is provided in good faith and we are excluded from liability for any errors, omissions or misleading information (unless made recklessly or fraudulently) to the maximum extent permitted by law, together with all implied warranties in connection with such information. We make no warranty or representation relating to the availability of this website and have no liability to you should this web site become unavailable to you for any reason. In no circumstances shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to loss of profits or savings, arising out of, or in any way connected with, the use of any data or services displayed on this site. The use of this website and these Terms and Conditions shall be subject to the laws of Great Britain and the non-exclusive jurisdiction of the British courts.

Changes to these Terms and Conditions

We may at any time change or modify all or any part of these Terms and Conditions. The current Terms and Conditions are always available on our web site. It is your responsibility to check if any changes have been made.

7. COMPLAINTS OR DISSATISFACTION

In the unlikely event of a complaint during your stay please contact Florida Fairways who will endeavour to resolve any issues. If you feel that your complaint has not been resolved satisfactorily please contact the owners directly.

FORCE MAJEURE

Neither the owner nor Fairways can accept or be responsible for or be liable in respect of loss, damage or changes caused by force majeure (e.g. strikes, floods, hurricanes, closure of airports, weather conditions or other events beyond our control).