

Terms & Conditions

Watersedge Villa

**Address: 16650 Lazy Breeze Loop,
High Grove,
Clermont,
Florida.
FI 34714**

The villa is managed locally by;

Fairways Property Management
43824 Highway 27
Suite 3
Davenport
Florida 33837

Telephone numbers	USA toll free:	1.877.420.3535
	From UK	001.863.420.3535
E Mail		gale@fairwaysflorida .com

Key Box Code – Important this will be sent to you before arrival at the villa.

This is the code you will need to gain access to your villa. Key in this code to the key box which is located near the front door of your villa. The front door key for your villa is inside.

Swimming Pool Heating

If you have ordered and paid for pool heating, this will be switched on ready for your arrival. Please note that pools take between 24 and 36 hours to heat depending on the time of year and whether the previous guest had ordered pool heating. Please note, pool heating is not guaranteed if you have not booked it at the same time as booking your villa.

The main roads from the airport to your villa are toll roads and will cost around \$3.50 one way. It is useful to have some small change (quarters or dollar bills) for this.

If your villa is in a gated community the gate code will be sent to you 1 before arrival at the villa.

Please arrive at your property after 4pm on the day of your arrival and leave before 10am on the day of your departure.

Florida Law states that you must check in with our local office within 24 hours of your arrival (or first thing Monday morning if you arrive late on Friday or on Saturday). A map showing directions to our office will be in your villa on arrival.

NO PETS ARE ALLOWED AND NO SMOKING IS ALLOWED INSIDE THE VILLA

Booking Conditions

All bookings taken are strictly on an 'on request' basis and you will be emailed a booking request number. This does not indicate your booking has been confirmed at this stage and no money will be debited from your credit/debit card until we have booked your holiday requirements exactly as you have requested.

When we make your booking, you will be sent confirmation detailing the reservations we have made on your behalf, which you should check immediately, in particular the names and spellings

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as these terms of trading are binding in all cases unless you contact us within 48 hours of receiving your booking confirmation. We are not responsible for the booking of any flights, transport or other arrangements you may have made in addition to those services booked through us.

The person making the booking warrants that he/she has the authority of all persons included in the reservation to make the booking on their behalf.

All clients outside the USA must be in a possession of a full 10 year passport. You must advise us if you do not have a British Citizens passport and if travelling to the USA you should familiarise yourself with US visa requirements. In particular if any of your party has any criminal conviction you may not be able to use the US Visa Waiver scheme and you must obtain up to date information as if your documents are not correct the airline may prevent you from boarding. If you need to cancel or amend your booking you must contact us in writing as soon as possible. In addition to any charges imposed by the operator we will make the following charges to cover the additional administration involved:

Amendment: \$25 per person for amendments to existing bookings

Should it become necessary for any member of your party to cancel the booking, this should be in writing and countersigned by the person initially making the booking. The cancellation will become effective from the date it is received in our office. Cancellations are subject to a charge detailed below as a percentage of the total amount due dependent on the time you cancel.

Cancellation notice given:

More than 56 days \$75 administration fee

56 days to 43 days 30%

42 days to 29 days 50%

28 days to 0 days 100%

A non refundable deposit of £ 150 will be due within 7 days of the provisional booking

Minimum Stay

The minimum stay is 4 nights. Please note that stays of less than 7 days will incur an additional cleaning charge (please ask for current rates) to cover the cleaning of the villa at the end of your stay.

Occasionally we may be forced to make changes to your booking through reasons beyond our control. When any change affects your booking we will inform you as soon as possible, however most are minor and generally a change in villa specification will be an upgrade to that villa. If we have to change your villa for any reason, we will do whatever we can to ensure it is of the same standard or better, offering the same facilities. If not, if we have to make a major change to your booking, i.e. moving your booking to a lower standard of villa, we will offer you the following options:-

- i. Accepting the change and a refund of price difference.
- ii. Cancelling and taking a full refund of all monies paid to us in respect of that booking.

In the case of "force majeure" it may be necessary to terminate your booking before the scheduled conclusion of your booking. Such measures are very unlikely to occur, however, if the circumstances arise we will not be able to offer refunds, pay compensation, or reimburse you for any expenses you incur. We cannot be held responsible or accept liability where we are prevented from delivering our contractual obligations by "force majeure". These include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes and other industrial

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disputes, natural disaster, fire, acts of God, terrorist activities, technical difficulties with transportation, closure of ports or ferries, quarantine, epidemics, weather conditions, government action or other events outside our control. Your travel insurance should cover you in some of these events.

Parents must, at all times, supervise children when using pool facilities and the facilities of the development. Fairways Property Management Inc, its agents or homeowners accept no responsibility or liability for failure of equipment in the rental property. After notification of equipment failure, Fairways Property Management will rectify the problem in a reasonable and timely manner.

We operate a strict "no pets" policy and it is against the law to smoke in any of the villas. Any pets or smoking in the villa will lead to immediate eviction with no refund of monies paid.

As we act merely as a booking agent for the operator, we can accept no responsibility for any injury illness or death or other loss caused unless as a result of our proven negligence or that of our employees acting in the course of their business.

Whilst it is unlikely that you should have any complaint concerning your booking, things do occasionally go wrong. In case of complaint you must contact our local manager, his nominated agent, or the relevant management company immediately so the matter can be rectified as soon as possible to allow you to continue your holiday. If you are not satisfied with the solution please make this known in writing to our local manager, his nominated agent, or the relevant management company, and obtain a written acknowledgement of your communication. The matter, wherever possible, will be resolved before you return. We will not accept liability for any dissatisfaction or other complaints not reported in writing to our local manager or his nominated agent during your stay, and if a written acknowledgement to any such communication has not been obtained.

The villa will be available for your occupancy at 4 p.m on the first day of your confirmed rental period, and you must vacate the villa not later than 10 a.m. on the last day of your confirmed rental period. An additional charge will be added in the event that we are unable to access the property after departure date.

In the event of any breakages, losses, or damages to the villa and its contents during your stay, you will be responsible for the cost of replacements and/or repairs.

Due to Florida State fire regulations, the maximum occupancy of the villa stated in our information and/or our website must not be exceeded

Florida is a rapidly expanding growth State, and therefore construction may occur in or around the development in which your home is located. Fairways Property Management has no control over this, and accepts no liability for any inconvenience or disturbance that may be caused by such construction.

This agreement is governed by the laws of the State of Florida and the United States without reference to conflicts of laws.