



## Terms and Conditions (2011/2012)

The terms and conditions for booking **Heron View Villa** are listed below. Please keep this document for your reference.

The owner and management company wish to ensure that guests fully enjoy the advantages that the use of a private villa provides to families on vacation. To ensure that families using **Heron View Villa** can expect it to be presented for their arrival in an acceptable state, important terms and conditions have to be placed upon each occupant. It is considered that guests will understand that these Terms and Conditions impose no additional burden upon them, other than would be reasonable to expect in their own homes.

### Management Company

**Heron View Villa** is managed locally by “Homes of America” a British principal owned, managed and operated property managing company, to whom any queries or concerns should be addressed whilst in Florida. The Florida office is located at: **9734 West Highway 192, Four Corners Caribbean Plaza, Clermont, Florida 34711.**

Telephone: (001) 863 420 7775, Fax: (001) 863 420 6363, e-mail: HOArentals@aol.com

### Booking

The submission of the booking by the party leader and subsequent confirmation of the booking by the owner, implies acceptance of the Terms and Conditions as set out below, and shall be binding on all persons intending to occupy **Heron View Villa**.

### General

**For the benefit of future guests - absolutely NO pets are allowed.**

It is regretted that no all male parties or parties of guests who are under the age of 21 will be accepted.

For the comfort of all guests, current and future, **smoking is not allowed** inside Heron View Villa, although it is permitted on the patio area, but please use the ashtrays provided.

Smoke detectors are situated throughout **Heron View Villa** for your safety. Please do not tamper with them. Any tampering may result in a deduction from your security bond.

Guests are able to make telephone calls from the villa to anywhere in the world free of charge, but it is requested that this facility is not abused. Please **only make direct dialed calls to land lines, NOT operator connected calls**, or calls which terminate in mobile phones, which are exorbitantly expensive. Excessive telephone costs will be charged to your security deposit.

All bed linen and towels are provided for your needs, however, it is requested that villa towels are not taken to the beach. Brightly coloured beach towels have been provided for guests to use on the beaches.

### Rental Period

The rental periods generally comprise a minimum of one week.

Stays of 5 nights or less will incur a cleaning fee of \$85.

**Heron View Villa** is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00am local time on the morning of departure.

Guests can arrange to arrive earlier or depart later, subject to availability and circumstances, following prior agreement with the owner or Management Company. A small additional charge may be levied.

Vacating after 10.00am may incur a charge equivalent to one day's accommodation cost unless previously agreed with the owner or Management Company.

### Payment

A non-refundable deposit of £150 or \$250 per week is due within 7 days of your provisional booking (see also Security Deposit/Bond). Upon receipt of your deposit, confirmation of your booking will be forwarded to you. Payment of the balance is due 8 weeks prior to arrival. When received, directions to **Heron View Villa** and to the management company offices will be forwarded, together with the front door key secure lock box code number and High Grove community gated entry key button code.





### Price Guarantee

The price for renting the villa, as agreed at the time of making the booking, is fully guaranteed and includes all Florida State taxes; no surcharges will be added.

### Documentation

All passports, online authorizations to travel to the USA (mandatory from January 2009), visas and health certificate requirements are the responsibility of the guests. The owners and their agents accept no responsibility for any delay or expense incurred through any irregularity in such documents.

### Security Deposit/Bond

In accordance with the State of Florida Statute for villa rentals, booking details must be completed prior to arrival.

The guests are responsible for any damage or breakages that may be caused to the property or its contents during their stay. Any damage and/or faults caused or found at the home must be reported to the management company at the earliest opportunity.

A refundable security breakage deposit/bond of **£150** or **\$250** is required to be paid with the balance due, (8 weeks prior to arrival). This security deposit will be returned to your party as soon as the management company has reported no damage and that the keys have been returned.

The management company will check **Heron View Villa** before your arrival and after your departure and will advise of any faults. This may incur additional cleaning costs for removal of, for example, stains due to accidental spillages. It is accepted that minor accidents can happen, and small breakages (for example the odd glass or plate) will not be charged to your deposit, but please let the management company know as soon as possible so that replacements can be provided.

The owner or management company reserve the right to retain the security deposit (either in part or full) to cover property damage or non- return of keys. Receipts for repairs / replacements will be provided in the unlikely event that such retention of the security deposit is required.

The management company reserves the right to pursue a guest for recompense for any and all damage caused which may exceed the value of the security deposit, and will require payment within 14 days of being served notice of this.

Please remember, Florida has a sub tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added cost for pest control services incurred for lack of care may be passed on to you.

### Cancellation by Guests

In the event of your party needing to cancel, the following conditions will apply.

8 - 5 weeks prior to arrival 50% of the total charges to offset the discount that will be needed to re-book the property at short notice.

Any cancellation within the final 5 weeks will regrettably result in loss of the whole booking fee (not including the security deposit).

Failure to pay the final balance by the due date (8 weeks prior to arrival), may result in loss of the booking and deposit. If payment is not received, and, after attempts to contact the guest have failed, or no communication has been received, then unfortunately the owner and management company reserve the right to cancel the booking and retain the deposit.

If you do have a problem, **PLEASE** contact either the owner or Management Company as soon as possible to discuss and try to resolve the matter.

It is strongly recommended that all guests take out adequate levels of Travel Insurance to cover any potential accident or event which may result in cancellation, injury, medical intervention and consequential financial loss, prior to or at the time of booking.

### Cancellation by **Heron View Villa** Owner or the Management Company

In the unlikely event that personal or unforeseen circumstances necessitate cancellation of the booking, any monies paid by the party (without interest, compensation or consequential loss of any kind) will be refunded. However, the management company will always seek to relocate your booking to a villa of a similar or superior standard.





### Pool and Jacuzzi/Spa Heating

Due to the nature of the prevailing weather systems in the sub-tropical climate of Florida, neither the owners nor the Management Company can guarantee the water temperature in either the swimming pool or spa. The manufacturers have set and locked pool and Jacuzzi/spa heaters to accepted standard water temperatures. They are set to operate at set standard hours during the day to ensure that guests paying for the heating service get the optimum benefit from the heating at normal times, and that operation complies with the operating and safety requirements of the system as specified by the manufacturer. The actual water temperature will vary with the ambient temperature, time of use and prevailing weather conditions. The owners and management company will NOT enter into any discussions concerning complaints regarding pool/spa temperatures; therefore guests booking pool/spa heating do so at their own risk.

### Safety & Security

To ensure comfort, security and peace of mind, **Heron View Villa** is registered with the state authorities, and is in full compliance with all current relevant legislation.

**Heron View Villa's** front door key must be left in its security box when finally vacating the property. The loss of the door key will result in a charge against the guest security bond.

To comply with state fire regulations under no circumstances may more than the maximum number of persons identified in the booking request occupy the property.

The swimming pool is used entirely at the guests' own risk. **No diving is allowed and children *MUST* be supervised at all times whilst in the pool area.** An audible alarm is a mandatory feature of newly constructed villas, which warns guests that a door or window accessing the pool area has been opened. Its primary function is to provide a warning that a child/ren may be accessing the pool area, unknown to parents.

Glass is not permitted in the pool area at any time. Please use the plastic items provided.

### Additional Items provided for Guests' Enjoyment

**Heron View Villa** has been provided with many additional items over and above that allocated by the builder. These have been purchased and installed by the owner for guests' benefit and enjoyment. Please treat them with care, as you would you own, and most importantly: - **PLEASE DO NOT ALLOW ANY ITEM TO BE REMOVED FROM THE VILLA.**

This is especially relevant if you are part of a large guest party who are sharing two or more villas. Villas are individually privately owned, and managed by many different management companies, and it is not easily possible for stray items to be reunited with their correct owners. A guide list of additional items is maintained within the villa. Missing items will be charged to guests' security deposits.

### Games Room

The garage has been converted into a games room for guests' additional enjoyment of the villa. The games have been provided by the villa owner, and it is requested that guests please ensure that young children are supervised by a responsible adult whilst in here.

Whilst every precaution has been taken to ensure guests' safety whilst using these games, it is incumbent upon users to act with due regard to their own safety, by using the games in the manner in which they were intended to be used.

Additionally, it must be clearly understood, that guests use these games entirely at their own risk. Neither the management company nor the villa owner can be held responsible for any untoward event or occurrence which takes place as a result of using these games

### Complaints

In the unlikely event of a problem arising with **Heron View Villa** whilst you are on holiday, you should immediately contact the management company who will seek to resolve the matter speedily. If the problem has not been reported to the management company within 5 days of the problem arising, then resolution of the problem cannot be undertaken and the owners and management company cannot accept any further responsibility.

### Disclaimer

**Force Majeure:** The owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond their control, including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other such event.





**Limitation of Liability** - The property is privately owned and neither the owner nor the management company personnel accept any responsibility whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects, howsoever caused. Although every effort is made to ensure that **Heron View Villa** is in perfect condition, and as described in the literature supplied, it is a condition of acceptance of these Terms & Conditions that the guest understands that this information is supplied in good faith at the time of writing and may be subject to change without notice.

It is the guest's responsibility to ensure that children are always supervised properly in and around the pool and inside **Heron View Villa**.

The owner and their agents reserve the right of entry at any time. (This includes such workers as pool maintenance, gardeners etc)

Website description: whilst all information supplied on the Website is deemed to be correct to the best of our knowledge, it is to be understood that the information supplied is for guidance purposes only and does not form any part of contract.

#### Law

This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

#### Booking

To book **Heron View Villa** please use the appropriate "Booking" page on the website and submit a booking enquiry or send an e-mail to: [joyce@myhighgrovevilla.com](mailto:joyce@myhighgrovevilla.com)

Thank you.

Updated: **February 2011**

