



# The Herons villa in Florida

## TERMS AND CONDITIONS

**Tel: +44 (0)20 8715 8903, Email: [info@theheronsvilla.com](mailto:info@theheronsvilla.com)**

**Please note that the booking will only be valid when the booking form is completed, signed and returned to us with the non refundable deposit.**

Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. If you have any queries, please do not hesitate to contact us, or our UK Agent, (hereafter called the Owner), for clarification before you sign the booking form.

Whilst we reserve the right to increase or decrease accommodation prices at any time, we will confirm to you the current price at the time of booking. As soon as you have confirmed your booking and paid your deposit or full payment, the cost of the rental is guaranteed against any further increase. This guarantee is offered subject to our terms and conditions and payment being adhered to and providing you do not make further amendments to your holiday arrangements.

Your holiday home rental includes Accommodation as booked, including services e.g.. Gas, water and electricity, (excludes pool heating unless otherwise stated).

**NOT** included in our rental prices: a) Flights b) Car Hire c) Holiday Insurance d) Pool Heating

1 Bookings are valid after:

1. The booking form has been completed and signed and received by the Owner and
2. The appropriate deposit has been paid and
3. The booking has been confirmed in writing by the Owner, to the Guest.

2 The person who signs the Booking Form certifies that he or she is authorised to agree the Booking Terms and Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over.

Bookings cannot be accepted from parties of young people under 21 years of age.

3 A **deposit** of £150 / \$250 per week booked must accompany bookings, which is non-refundable. Upon clearance of the payment, the booking is confirmed.

The **balance** must be paid ten weeks prior to the commencement of the holiday along with a **Security Deposit** of £150 / \$250.

The Security Deposit will be returned to the Guest 28 days after the completion of the holiday as long as any key(s) are replaced in the lockbox on departure and no damage or loss is reported by the Owner's Management Company.

If damage is reported that costs in excess of £150 / \$250 we reserve the right to claim this off the Guest.

We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date. Any cancellation charges detailed elsewhere in this document will then apply. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £10 / \$15 to cover the bank charges and our administration costs.

4 If the Guest wishes to cancel the booking he should advise the Owner immediately by telephone followed by confirmatory letter. The Owner shall be entitled to retain all payments already made (except the Security Deposit) and to recover, if not already paid, the balance of the hiring charge as follows:

1. More than 10 weeks from the start of the holiday: 50% of the rental charge.
2. Less than 10 weeks from the start of the holiday: 100% of the rental charge.

5 In the unlikely event that circumstances beyond the Owner's control necessitate the cancellation of the rental arrangement, the Owner reserves the right to cancel any bookings at any time and will only be liable to refund monies already paid by the Guest. Furthermore, the Owner cannot guarantee that all the facilities described in their brochure or website will be available.

6 The Guest agrees to pay the full cost of any breakages, losses or damage to the property (the Owner's Management Company will be sole arbitrators on cause of damage or loss)

1. To take good care of the property and leave it in a clean and tidy condition at the end of the holiday
2. To report any damage or loss **immediately it is discovered** to the Owner's Management Company in Florida
3. To permit the Owner or their Agents reasonable access to the property to carry out any maintenance if necessary
4. Not to sublet or share the property except with persons nominated on the Booking Form

7 No liability is accepted by the Owner for loss of main services or failure of appliances, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner. Furthermore, it is possible that some construction work may take place in the area of new homes. The Guest should establish the status of the development prior to booking.

8 The property is available after 4:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure. Failure to comply with this may result in extra rental charges which the Guest agrees to pay.

9 The Owner does not accept any liability for injury, damage or loss caused by any reason or for any claim made as a result of this booking and/or the subsequent holiday. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s).

10 The Owner does not accept any liability for injury, damage or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the let.

11 Guests use the swimming pool at their own risk. They should always observe the safety rules listed in the Information and Safety Book held in the home and observe the pool safety notice displayed in the pool area. The solar blanket must be used when the pool is not in use (especially at night) or the heating will not function correctly. Like you, we have no control over the weather! We are unable to guarantee the water temperature with the solar pool heating as this will depend on the prevailing weather conditions. The heating system relies on a mechanical device, as with any mechanical device it can be subject to electrical / mechanical failure. If such an occurrence was to happen, every effort will be made to repair the system. We cannot and will not refund for anything that has not been paid for.

12 The pool is cleaned and chemically balanced every week for your safety and comfort; however on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons.

13 As owners of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control. Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to the influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

14 The maximum occupancy is 8 persons for a 3 bedroom villa and is determined by the authorities within strict guidelines for fire safety. Please note that contravention of the above will render your booking void, all moneys paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

15 Strictly no pets or smoking are allowed in the villa at any time. Please note that contravention of the above will render your booking void and all moneys will be forfeited.

16 Our villas are situated in quiet residential areas consisting of approximately 50/50 rental homes/US families. It is a condition of the rental that you should be considerate in your behaviour and keep noise levels to a reasonable level so as not to disturb our neighbours.

17 Complaints: We sincerely hope you do not have any! ...But in the unlikely event that you wish to register a complaint during your holiday, contact the property management company immediately and follow this up with a letter. Give a copy to them and send us a copy on your return. Unfortunately we are not always able to control the components of your rented accommodation and it is possible that an advertised facility may be withdrawn or changed at short notice due to circumstances beyond our control and for which we cannot accept liability.

18 British citizens travelling on the visa waiver scheme and staying for less than 90 days should hold a full British passport, which is valid for at least 90 days following their entry to the U.S. All other nationalities should contact the U.S. Embassy for further information.

19 The villa may be equipped with an internet connected PC for your use. Whilst we endeavour to have this available for guests, routine maintenance may mean that we have to withdraw it from use at short notice. We accept no responsibility whatsoever for this.

We ask that you do not try and tamper with the PC, load any software onto it or download any files from the internet. The PC is thoroughly checked after every guest leaves the villa and you risk losing your security deposit if any tampering is found with the PC. It is a condition of your use of the villa PC that you strictly adhere to the Villa PC Rules that are displayed by the PC in the villa (a copy is available on request).

20 In accordance with the relevant Homeowners Association rules, no truck or van, boat, trailer, recreational vehicle, commercial vehicle or other types of non passenger vehicles, equipment, implements or accessories shall be parked, stored or otherwise kept on any portion of the property or elsewhere on the sub-division. The connection of the villa's utility supplies to any external vehicle / appliance is strictly prohibited.

**WE STRONGLY ADVISE ALL OUR GUESTS TO TAKE OUT TRAVEL INSURANCE FOR YOUR WHOLE PARTY, WHICH INCLUDES CANCELLATION CHARGES COVER (UK GUESTS ARE ALSO ADVISED TO TAKE OUT A POLICY WHICH INCLUDES MEDICAL COVER) AS SOON AS YOU HAVE BOOKED ANY PART OF YOUR HOLIDAY OR VACATION. IF YOU CHOOSE NOT TO DO THIS, YOU NEED TO BE AWARE THAT YOU WILL PERSONALLY BE RESPONSIBLE FOR PAYMENT OF ANY CANCELLATION CHARGES WHICH MAY BECOME DUE.**