



General Terms and Conditions of Sunspot Villa

CONFIRMING YOUR RESERVATION

By submitting the rental deposit, the Party Organizer is stating that all persons occupying the accommodation have accepted these Terms and Conditions of this Rental Agreement. The Party Organizer will be responsible for the full cost of the accommodation and other services contracted.

DEPOSIT

All funds are in US dollars and should be paid in US dollars. A deposit of 50% of the total fee is payable to confirm the reservation. Christmas and New Year's bookings require 60% deposit. The deposit is due within 1 day of the booking to confirm and guarantee your reservation. Failure to make this payment subjects your reservation to cancellation.

FINAL PAYMENT

Final and total payment on this invoice must be paid, not later than 60 days prior to arrival date, to confirm reservation. For the holiday periods of Christmas and New Year's, we require full payment 15 days after receipt of deposit.

METHOD OF PAYMENT (PLEASE FORWARD PAYMENTS TO AVOID CANCELLATION OF YOUR RESERVATION)

All payments are made in US dollars and can be forwarded by bank transfer, or PAYPAL.

CANCELLATION POLICY

Sunspot Villa must receive notice of any villa cancellation in writing by e-mail.

- 50% refunded up to eight (8) weeks prior to arrival
- 25% refunded up to four (4) weeks prior to arrival.
- If a party must cancel due to emergency, Sunspot Villa will make every effort to rebook guests within one year of the original date of arrival.
- There will be no refunds granted for special holidays (Easter, Independence Day, Thanksgiving, Christmas, New Year's), no shows, late arrivals or premature departures, or reduction in the number of persons in your group. Subletting to another party is not permitted.

HOLIDAY INSURANCE (WE STRONGLY SUGGEST HOLIDAY INSURANCE IN CASE OF UNFORESEEN EMERGENCIES)

We strongly recommend that all our clients take out insurance protection against medical, trip cancellation and other expenses that include an adequate degree of personal and public liability.

PASSPORT, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to ensure that you are in possession of all necessary travel and health documents including Passports and Visas (where applicable) before departure.

CHANGES AND REFUNDS

Sunspot Villa will make every effort to assist you if you need to amend your booking. All amendments must be made in writing through e-mail and in the name of the signatory on the Booking Form. Re-bookings must be made within one year of the original date of occupancy.



MAXIMUM OCCUPANCY

Only the persons named in the Booking Form are entitled to stay at the villa without prior arrangement. We ask that clients respect the stated maximum occupancy of up to twelve (12) adults. Children and other adult persons above the twelve adult person count must have prior permission. We rent to family groups and responsible adults only. Absolutely no house parties or functions such as weddings are allowed without advanced written permission.

RATES DO NOT INCLUDE

Sunspot Villa is provided on a-la-carte basis and most incidental personal services are not included in the rates quoted. Not included are long distance phone, damage deposit, food or beverages, lodging cancellation protection, transportation, auto rental, rental bedding, cribs (additional charge), babysitting, sight-seeing tours, activities, baggage handling at airport, sports and water recreation supplies, and any other items or services not specifically listed as included. A meal plan is separately offered and recommended.

STAFF GRATUITY

Staff gratuity is to be paid prior to arrival. Payment can be made either at time of deposit or on the due date of the final payment.

DAMAGE DEPOSIT

Sunspot Villa does not require a damage deposit. However, in the unlikely event of breakage or damage, we expect the guest leader to alert the staff and to be responsible for the replacement of items. The party Organizer agrees to take all reasonable steps to ensure that family and other guests in the party adhere to the Rules and Regulations affecting the villa, which are incorporated into these Terms and Conditions. Removing any items from the villa is prohibited.

COMPLAINTS and MAINTENANCE

Sunspot Villa makes every effort to keep the villa and its inventory in good working order. If there is a maintenance problem, we will strive to repair the problem as soon as possible after being notified. The property and the description stated on the website is accurate and in good faith. No refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, water, pool filtration system, air-conditioning, television or cable service, appliances etc.

Sunspot Villa keeps its WI-FI internet service up to date and is generally problem free, please note that internet service on the island will on occasion be disrupted. Sunspot Villa is not responsible for this disruption, but every effort will be made to assist guests in finding an internet service that does work in the event of an emergency.

It is the guest's obligation to report any problems or damage to the Resident Villa Coordinator immediately.

RESPONSIBILITY STATEMENT

Sunspot Villa undertakes all reasonable measures to ensure that the villa is reputable and of a high standard. SunSpot Villa has taken all reasonable measures to ensure that information provided on the website is correct and accurate.

Sunspot Villa emphasizes that you accept all bookings subject to limitations of liability, and assumes no responsibility for property loss, damage or injury to any person arising out of private tour, accident or death or otherwise resulting directly or indirectly from acts of God, dangers incident to the sea, fire, acts of the Government or other authorities, de jure or de facto, wars whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics,



quarantines, customs regulations, delays or cancellation or changes in itinerary or schedule, or from acts or omissions of any kind or in any way related to the accommodation or transportation due to any other cause beyond the control of Sunspot Villa.

Sunspot villa has no control over independent parties offering services or tours and therefore accepts no liability for any acts or omissions by them or their servants or agents.

In the event of any dispute, Sunspot Villa is not responsible for a client's legal fees and associated costs arising from any legal actions.

GUEST'S RESPONSIBILITY

It is the responsibility of the guests to take good care of the property, its contents, including, but not limited, to soft furnishings, furniture, linens, towels, gardens, plants, crockery, cutlery, CD's, DVD's, books, glassware and ornaments. Only those persons named in the Booking Form are entitled to stay at the villa without prior arrangement. The number of persons staying at the property must not exceed the number of sleeping places indicated in this website. If needed, arrangements can be made at time of bookings.

The villa guests must not create unreasonable disturbance to neighbors, particularly during the hours between midnight and 7am. In the event of unreasonable behavior by you or members of your party, you may be asked to vacate the villa without refund of monies paid. You are prohibited from organizing and holding any major and/or minor party events or gatherings at the villa beyond normal entertaining unless prior permission has been obtained.

It is the responsibility of the villa guests not to leave any items of value lying around at the villa. Safes are provided for storage of valuables.

NO Smoking is permitted within the villa house and within 20 meters of the villa house.

Guests must comply with the laws of Jamaica and are reminded that marijuana or ganga is not fully legal in Jamaica. Any guest wishing to use marijuana should have a prescription for medical marijuana and a Jamaica permit.

VISITORS

1. Only guests listed when Villa is booked are allowed on the property
2. Visitors are not allowed on the property
3. If there is request to have a visitor on the property, and is approved,
 - a. The visitor's name must be given to the Resident Villa Coordinator (RVC)
 - b. There is a \$50.00 fee for each visitor to be on the property
 - c. The visitors can be on the property between 9:00am to 8:00pm.
 - d. If the guests are on the meal plan, there is an additional cost/visitor/day for meals.
4. If the guests are not on the property, and the name of the visitor has been registered and the \$50.00 is paid, the visitor will not be allowed on the property until the registered guests have returned.
5. Visitors are not allowed to sleep overnight.
6. Visitors are not allowed in the guest's rooms. Only in communal areas of the property
7. No parties or functions are allowed on the property. Parties and functions must be pre-arranged and approved.
8. No impromptu parties and/functions are allowed.
9. Visitors are not allowed to remove items from the property
10. All visitor vehicles must be parked outside the property.



Dispute resolution clause: These Terms and Conditions are governed by the laws of Jamaica and any dispute which is not resolved by amicable negotiation shall be resolved in the Courts of Jamaica. [to be discussed further].

ACCEPTANCE OF THE TERMS AND CONDITIONS

Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed above. Each guest on the booking form accepts the terms and conditions contained herein. If you have any problems or questions with any of the preceding, please be sure to e-mail or phone us BEFORE you send us your rental deposit monies.

Thank you for reading the villa rental terms and conditions.