

TI KAYE RESORT AND SPA - Booking Terms and Conditions

Important: the following terms and conditions govern the contract between all travelers and hotel guests (individually and collectively "guest"), and Ti Kaye Resort and Spa, the hotel providing accommodations and services to guest pursuant to a confirmed booking("hotel"). Please read these terms and conditions carefully to ensure your complete understanding and agreement. In consideration of the booking confirmation issued to you by Ti Kaye Resort and Spa and/or any third party tour operator, travel agent, or travel provider, along with other good and valuable consideration, all guests hereby agree to the following terms and conditions ("contract"):

1. Payment (Varies by promotion. Please refer to your "Confirmation" document.)

Bookings made with Ti Kaye Resort and Spa require a 50% deposit, per booking, at the time of booking; and the remaining balance is due on arrival. Payment terms may vary for bookings made through third party tour operators. If a third-party tour operator fails to remit payment to the Hotel for a Guest's booking, the Guest agrees that the Hotel may charge the Guest's credit card for the full amount of the booking on arrival and the Guest agrees not to dispute any such charges. If the Guest's credit card has insufficient credit, then the Guest agrees to remit payment in full by other reasonable means within 7 days after the Hotel's payment request.

2. Cancellation and Change Charges Payable by Guest

- a. Deposit is refundable for cancellations up to 14 days prior for travel between January 1 2021 and December 15 2021. During this time guests are allowed to change their dates penalty free up to two (2) times.
- b. Within the penalty period of 14 days prior to arrival, deposits become nonrefundable, but guests are allowed to change their reservation date penalty free once after which a 5% processing fee will incur for each additional date change.
- c. Between December 16 and January 1 (dates inclusive), Deposit is refundable for cancellations up to 28 days prior for travel. During this time guests are allowed to change their dates penalty free up to two (2) times.
- d. Between December 16 and January 1 (dates inclusive), Within the penalty period of 28 days prior to arrival, deposits become nonrefundable, but guests are allowed to change their reservation date penalty free once after which a 5% processing fee will incur for each additional date change.

TRAVEL INSURANCE IS STRONGLY RECOMMENDED.

3. Travel Delays and Cancellations.

Ti Kaye Resort and Spa shall NOT be liable for any refunds or other compensation due to travel delays, cancellations, any Guest's inability to travel for any reason and any related losses or expenses including without limitation any losses or expenses resulting from "acts of God" or force majeure type events. **TRAVEL INSURANCE IS STRONGLY RECOMMENDED.**

4. Airline Reservations

The Guest is responsible for reviewing all names, dates, and schedules for airline schedules for accuracy. The Guest is responsible for checking and confirming flight details prior to departure.

5. Check-in / Check-out

Check-in time is **3:00 p.m.**, and check-out time is **11:00 am**. Subject to availability, early check-in or late check-out may be available for an additional fee payable locally at the Hotel.

6. Passport and Credit Card Required for Check-In

Upon check-in at the Hotel, all guests **MUST PRESENT** a **VALID PASSPORT** and the lead Guest whose name the booking is under a **VALID MAJOR CREDIT CARD**. The names on the booking confirmation, passport, and credit card must match. This is part of the Hotel's ongoing efforts to prevent fraud and protect Guests' identities.

7. Preauthorization at Check-In

Upon check-in at the Hotel, a credit card preauthorization in the amount of \$300 will be completed to cover any room charges, incidentals, and damage. The preauthorization will be released at check-out assuming the Guest's room bill has been paid in full. The Hotel accepts Visa, MasterCard, and American Express. Ti Kaye Resort and Spa does not accept Discover Card.

8. Required Signing and Agreement at Hotel Check-In

Upon check-in at the Hotel, all Guest shall be required to sign the Hotel's Guest registration form confirming the Guest's agreement with the terms and conditions contained in Guest registration form. **Failure to sign the hotel's guest registration form, shall result in the guest not being permitted to check-in and denied access to the hotel and its services and amenities.** A copy of the Safety Tips, Notices, Waivers and Release included in the Hotel's Guest registration form can be found [here](#). The cancellation charges as stipulated in item 2 shall apply if the guest chooses to cancel or change their hotel booking due to an unwillingness to sign and agree to the hotel's guest registration form. The requirements of this paragraph 8 shall apply to all hotel bookings.

9. Airport Transfers

Ground transfers and taxis are NOT INCLUDED in rates. Prearranged ground transfers can be arranged at an additional cost.

10. Dress Code

At breakfast and lunch: Wraps / cover-ups for ladies, shorts and t-shirt for men. For evening dinner our dress code is 'elegantly casual' i.e. summer dresses for ladies, casual shirt and dress shorts / light trousers for men. Dress jeans are acceptable.

Topless (for female Guests) or nude sunbathing (for all Guests) is not permitted as per local law.

11. Force Majeure.

In the event of circumstances amounting to "force majeure" (as defined below) occurring, Ti Kaye Resort and Spa and any third-party tour operators and travel agents shall NOT be liable for any losses or damages due to events beyond their reasonable control. For the purposes of this contract, circumstances amounting to "force majeure" shall include war or threat of war, civil strife, riot, natural or nuclear disaster, fire, epidemics, terrorist activity (threatened or actual), governmental action, industrial dispute, acts of God and all other similar events outside Ti Kaye's reasonable control which prevent or seriously impede Ti Kaye from carrying out its obligations under this contract or carrying out its scheduled program. **REFUNDS SHALL NOT BE OFFERED** in the event of a late or delayed arrival to the Hotel. In the event of a delayed departure from the Hotel, Guests shall be required to pay locally for any additional nights at a rate not to exceed the Hotel's night published ("rack") rates.

TRAVEL INSURANCE IS STRONGLY RECOMMENDED.

12. Saint Lucia Hotel Association Hurricane Guarantee adopted by Ti Kaye Resort and Spa (2018)

The island of Saint Lucia is rarely affected by hurricanes however, hotel operator members of the Saint Lucia Hotel Association and Tourism Association created the hurricane guarantee so you can book with confidence any time of year. This unique Hurricane Guarantee covers cancellations made prior to arrival and if vacation time is cut short because of a hurricane. As soon as a hurricane warning is in effect for Saint Lucia guests may cancel their vacation at many of Saint Lucia's hotels. The island's "Hurricane Guarantee" takes the worry out of booking so you can look forward to your vacation and enjoy every minute while you're here.

DEFINITIONS

- "Member Hotels" – These are the Saint Lucia Hotel and Tourism Association hotel members participating in this programme.
- "Guest" – Guest staying at member hotels; excludes guests under a group booking
- "Hurricane" – Storm being classified as a hurricane category force storm i.e.
 - Category 1 (74-95 mph winds)
 - Category 2 (96 -110 mph winds)

- *Category 3 (111-130 mph winds)*
- *Category 4 (131 -155 mph winds)*
- *Category 5 (156 mph and over winds)*

Does not include tropical storms (wind speeds less than 74 mph)

TERMS

1. In the event that a Hurricane Warning is issued by the Saint Lucia Meteorological Service (MET) guest will be permitted to cancel their reservations without penalty. Deposits may be applied to any future bookings.
2. Group booking cancellations will be handled on an individual basis in accordance with the group contract.
3. In the event that a member hotel is not able to continue its operations due to damage incurred by a hurricane (as determined by the Saint Lucia Meteorological Service), the member hotel will invite the guest to return for a complimentary stay within one year from the reopening of the member hotel.
4. Restrictions: The replacement stay must be taken within one year from the reopening of the member hotel and will be in an equivalent room category to the one originally booked and will be subject to certain blackout dates and availability. This offer is subject to change and may be withdrawn at any time without notice. Other expenses including, but not limited to, airfares, F&B, incidental room charges are not included or covered by this guarantee.

13. Insect-Borne Illness

The Hotel is located in a tropical environment. Although the Hotel maintains a year round pest control program, the Hotel, its owners, employees, agents, insurers, and suppliers shall absolutely NOT be liable for, and all Guests shall HOLD HARMLESS the Hotel, its owners, employees, agents, insurers, and suppliers from any injury, illness, or loss resulting from exposure to Zika virus or any other insect-borne disease or similar tropical illness of any nature whatsoever. Potential Guests who are pregnant or may become pregnant should seek the advice of a qualified physician prior to travel.

14. Food Allergies and Dietary Restrictions

The Hotel's food and beverage outlets use wholesome ingredients, which may include peanuts, tree nuts, seeds, shellfish, shrimp, seafood, soy, milk, wheat, and other POTENTIAL ALLERGENS. The Hotel CANNOT GUARANTEE that food and beverage items will not come in contact with potential allergens EVEN IF a particular dish or item does not normally include such ingredients. The Hotel and its owners, employees, agents, insurers, and suppliers SHALL ABSOLUTELY NOT BE LIABLE for, and all Guests shall HOLD HARMLESS all such parties, from any injury, illness or loss resulting from food allergies or the Hotel's inability to meet specific dietary needs or requirements.

15. Guests with Disabilities

Due to the unique nature of the Hotel, its buildings, grounds, amenities, and services, the Hotel is not suitable for Guests with certain disabilities and mobility issues.

16. Governing Law

The laws governing the interpretation, performance and enforcement of this agreement shall be the laws of **Saint Lucia**. "Any claim made by the Guests or the Guests' insurers against the Hotel shall be subject to the terms and conditions of the Hotel's Public Liability Policy and indemnity shall be limited to the sum insured indemnified by the Hotel's insurers." All other jurisdictions that any Guest may have access to by reason of domicile or otherwise including without limitation the United States, Canada, and the United Kingdom are hereby irrevocably WAIVED. Any claim brought in an unauthorized jurisdiction shall be DISMISSED without prejudice, and all costs of such dismissal shall be borne by the party who brought the action in the unauthorized jurisdiction. The provisions contained in this Contract shall be LEGALLY BINDING on all Hotel Guests.

17. Limitations of Liability

UNDER NO CIRCUMSTANCES shall Ti Kaye Resort and Spa, its owners, employees, agents or insurers be liable for any claim or action of any nature whatsoever arising out of or in relation to any act, omission, illness, injury, loss or occurrence at the Hotel or in the country where the Hotel is physically located. Each Guest shall HOLD HARMLESS Ti Kaye Resort and Spa and its owners, employees, agents and insurers from any such Hotel-related claims and actions, and from any claims or actions based on the acts or omissions of any third party airline, transportation provider, and tour and excursion providers. UNDER NO CIRCUMSTANCES shall Ti Kaye Resort and Spa, the Hotel, any third party tour operators or travel agents, or any of their respective owners, officers, employees, agents or insurers be liable for any consequential, incidental, punitive, or exemplary damages or any damages based on emotional distress, mental suffering, or psychological injury of any kind.

18. Legally Binding

This Contract is LEGALLY BINDING. Each Guest is responsible for reading, understanding, and agreeing with the terms and conditions set forth in this Contract as a condition of securing a Hotel booking. The provisions of this Contract have been made available to the Guest IN ADVANCE of making a Hotel booking.