

Terms and Conditions of Usage Agreement.

The following Terms and Conditions of use are applicable to your booking and stay with Westmore Beach Villas Limited “Villa”. Please read carefully as they are legally binding and enforceable.

These Terms and Conditions apply in relation to all aspects of Villa accommodations, amenities, transportation and other products and services provided for you and anyone travelling with or through you including without limitation all minor children, others forming part of the Guest(s) party and invitees. Please read these terms and conditions carefully, as your acceptance of accommodations and services from Westmore Beach Villas Limited, its service providers, and vendors constitutes your acceptance of these terms and conditions and is a binding legal agreement between Guest(s) and Westmore Beach Villas Limited. The Guest(s) further acknowledge(s) and Agree(s) that these terms and conditions are intended to benefit and be enforceable by Westmore Beach Villas Limited and its vendors, service providers and affiliated entities, and other Independent Contractors engaged by them. These Terms shall supersede and or override any representations contained in and or override any representations contained in any advertising or promotional materials as to the extent on any inconsistency. Westmore Beach Villas Limited is expressly not responsible for the actions, operating procedures, liabilities or misrepresentations of Tour operators and Travel Agencies, Booking Organizations (such as AirBnB, Booking.com, Expedia) or any other intermediary operators and Transportation vendors.

Website Contents

We strive to provide the most current information and details about our Villa facilities and services; however the information presented here is subject to change and is not guaranteed to be free from errors. Nothing contained herein shall be deemed or interpreted to create any financial liability or other

responsible on Westmore Beach Villas Limited for or on behalf of any of the various service partners, Travel Agents, Booking Companies, Tour Operators or other service vendors listed in this website. All prices listed in this site are in U.S. Dollars, unless otherwise specified. Any promotions, discounts or considerations can be changed at any time without notice.

All material contained within this website is the sole property of Westmore Beach Villas Limited and may not be used, reproduced, copied or modified in part or its entirety without prior written consent.

Cancellation Charges

Booking cancellation charges are dependent on when the Villa receives notice of the cancellation. Minimum cancellation charges are applicable as detailed below:

If cancellation notification is received by Westmore Beach Villas greater than 90 days prior to the arrival date 100% of the booking amount paid to Westmore Beach Villas Limited will be refunded.

If cancellation notification is received by Westmore Beach Villas Limited from the 89th to the 31st day prior to the arrival date, 50% of the booking amount paid to Westmore Beach Villas Limited will be refunded.

If cancellation notification is received by Westmore Beach Villas Limited on or after 30 to 0 days prior to the arrival date there is NO REFUND of the amount paid to Westmore Beach Villas Limited.

Cancellation charges are agreed to be liquidated damages and not as a penalty. Westmore Beach Villas Limited is not responsible for the administration of any fees or amounts paid to any other vendor or service entity. At the time of arrival if a guest refuses to sign the Villa Registration Form, the Waiver of Liability and Assumption of Risk Agreement, the House Rules Forms, Exhibit E (Replacement cost list for lost or damaged items) the reservation will be deemed to have been cancelled by the guest and 100% of the paid booking price will be payable.

Changes to Reservations

If Guest decides to change a reservation which reduces the stay, it will be considered to be a cancellation and re-booking. Stay extensions will be accommodated as availability allows. All requested changes to reservations are at the discretion of Westmore Beach Villas Limited and approved in writing. If the revised reservation is later cancelled the cancellation charges will be applicable to the original arrival date.

- **Rates:** All rates are in U.S. dollars and are subject to change until the purchase price for the applicable Villa accommodation product or service is paid in full. All rates may be changed at any time due to the imposition of Governmental taxes, fees, fuel surcharges or other events beyond the control of Westmore Beach Villas Limited. Villa may re-issue the invoice for any reservation to correct an error in computation.
- **Security deposit:** A refundable security deposit of \$150 (U.S.) is required per stay and collected upon arrival. Any loss or breakage of Villa property or other applicable charges will be charged against this security deposit and your credit card.
- **Reservation deposit/payment:** A reservation deposit amount of 50% of the booking cost is payable at the time of booking to make the reservation and the final payment is due no later than 30 days prior to your arrival date in order to maintain your reservation. Guest agrees that this final payment will be automatically charged to their credit card. Payments not received on time will automatically result in cancellation of your reservation with the associated cancellation charges applied. Consent to auto charge your credit card for full payment and any additional charges is given to Westmore Beach Villas Limited at the time the booking is made. No refunds or adjustments will be made from any portion of your stay or services utilized.
- **Hurricane Season:** Guest acknowledges that Hurricane Season is from June – November and peaks between August and October. Guest agrees that all bookings are enforceable and cancellation policy applies unless a national emergency is declared. Travel insurance is recommended.
- **Minimum stays:** A minimum stay of 2 nights may be required for holiday week-end stays during Easter, Christmas, New Year, and Jamaican Independence.

- Persons with disabilities: Westmore Beach Villas Limited cannot guarantee that Villa accommodations and services are wheelchair accessible. Purchase price does not include additional services which may be required as a result of physical disability.
- Villa changes: Should circumstances so require Westmore Beach Villas Limited may substitute rooms or Villas for accommodations of equal or greater value than those specified in Guest's reservations; and shall not be liable for any loss, inconvenience or injury to Guest caused by such substitution.
- Travel Documents: Proof of citizenship is the Guest(s) responsibility. Guest(s) is responsible for having proof of citizenship in the form of a valid passport and other documents required for travel to Jamaica. Westmore Beach Villas Limited is not responsible for Guest(s) failure to obtain and secure necessary travel documents and Visas.
- Customs and Immigration: Customs and or Immigration officers may at their own discretion deny Guest entry into Jamaica and may confiscate or impound personal property or illicit materials and firearms. Westmore Beach Villas Limited is not responsible or liable for Guest being denied entry into the country or for the seizure, confiscation or impoundment of any personal property.
- Baggage limitations: Checked baggage is subject to restrictions imposed by law and the airlines. Please contact the airlines for weight and size restrictions.
- Compliance with local and other law: Guest(s) is solely responsible for knowing, obeying and complying with local laws and regulations.

Westmore Beach Villas Limited will comply with any orders, directions and recommendations given by governmental entities or officials and such compliance shall not be deemed a breach of this agreement entitling Guest(s) to any compensation, refund or claim of liability.

- Airport departure taxes: Guest may be required to pay airport departure taxes. Such taxes are not included in the booking rates/ prices.
- Airlines: Westmore Beach Villas Limited does not provide or arrange for airline travel; and has no liability for the activities of the airlines used by guests.
- Choice of law: All claims whatsoever against Westmore Beach Villas Limited, its Directors, employees, officers, agents, representatives, contractors, affiliates or property owners, arising from or incidental to the Guest visit to the Villas, shall be adjudicated solely and exclusively with the Courts of Jamaica pursuant to Jamaican laws.
- Notice of required signing and assent at Villa check-in: Guest is required during the check-in process on arrival to separately and specifically sign the Guest Registration form and agree to the Choice of law provisions in the Waiver of Liability and Assumption of Risk Agreement (Exhibit A), the House Rules requirement (Exhibit B) and the Damaged Items Replacement Cost List (Exhibit E). **If the Guest does not sign and agree to the above terms and conditions at check-in, the Guest will not be allowed to check-in and will be denied access to the Villa. Accordingly advance notification of this requirement is hereby provided. At check-in, should the Guest decide to cancel Guest's reservation/ stay based upon an unwillingness to sign and agree to the above documents and provisions, the cancellation charges are 100% of the purchase price of the stay.**

A refundable security deposit of \$150 U.S. Dollars is required at check-in.

- Proof of Jamaican Residency: For Jamaican resident Guest using the Jamaican residency rate, Guest is required during the check-in process on arrival to possess a valid pictured Jamaican Government issued identification verifying that guest is a present Jamaican resident. Such identification may be: The Jamaican National Identification Card, Jamaican Passport or a Jamaican Drivers License. **The Jamaican resident rate is provided for permanent Jamaican residents residing in Jamaica. If Guest does not conclusively demonstrate the required proof of Jamaican**

residency to the sole satisfaction of Westmore Beach Villas Limited, the non-resident rate will be applied to the Guest's booking and the additional payment due will be charged. If Guest refuses to pay the non-resident rate, the Guest will have cancelled their booking and cancellation charges of 100% of the purchase price of the stay are payable. Accordingly advance notification of this requirement is hereby provided.

- **Class Action Waiver:** This agreement provides for the exclusive resolution of disputes through individual action and this waiver precludes / prohibits Guest from participating in any Class Action, regardless of any law entitling Guest to participate in a Class Action.
- **Limitation Period:** No suit shall be maintainable against Westmore Beach Villas Limited, owners, directors, officers, employees, successors, assigning agents, representatives, contractors or property owners relating to Personal injury, illness, death or loss or damage to property unless written notice of claims with particulars is received by Westmore Beach Villas Limited, 27 Parkway, Waterworks, Kingston 8, Constance spring P.O. within (3) months after the death or loss or damage to property or person. In no event shall such legal action be sustainable unless initiated within 1 year after the death, loss or damage to property or the onset of the injury or illness.
- **Limitation of damages:** Westmore Beach Villas Limited its directors, officers, owners, employees, agents, representatives, insurers, assigns, agents, successors, property owners, independent contractors shall not be liable to Guest in any circumstances for any personal injury, emotional nor property damage arising out of or caused by any action on the part of any Air Carrier, Ground Transportation, Excursion Operators, eating establishments, tour operators, Booking Agencies, Travel Agents, use of the beach facilities.
- **Waiver of liability:** Guest agrees to the Waiver of Liability and Assumption of Risk Agreement and will execute the same at check-in. Guest acknowledges that Villa facilities are adjacent to a public beach which is not supervised or serviced by Life Guards or safety equipment and is used by Guest at their own discretion. Westmore Beach Villas Limited does not assume any responsibility or liability for the use of the beach by the Guest, invitees or family members.

- **Photography, Videotaping:** Guests are prohibited from photographing or video taping of employees and other Guests without their permission. The privacy of all Guests and Residents must be strictly observed, and images and content of other Guests and staff shall not be published on social media platforms or venues.
- **Personal Property and Safe Keeping:** Guests are responsible for the safety and security of their money, jewelry, clothing, electronic equipment and other personal items. Electronic safety boxes are installed in each Villa and we encourage their use.
- **Non-Smoking Policy:** We are an environmentally sensitive organization and the grounds and accommodations are non-smoking. Failure to adhere to this policy will result in a minimum \$250 US cleaning fee.
- **Alcoholic Beverages:** The Villa may provide alcoholic beverages for reasonable legal consumption by Guests of legal drinking age. Guests staying at the Villas with a minor or child (ie any person under the age of 18) hereby acknowledge and agree not to furnish or allow the consumption of alcoholic beverages by a child or minor. Guest understands by agreement and acknowledgement that alcohol is a dangerous substance when consumed in excessive quantities, and releases Villa from any liability or claims, due to the results or effects of alcohol consumption. A guest may be discharged from the facility due to alcoholic intoxication or aberrant or unsafe behaviors.
- **Errors and Omissions:** We reserve the right to correct any errors, inaccuracies, or omissions and to update information and rates at any time without prior notice (including after a quote or a reservation). Please be aware that our website may contain typographical errors or inaccuracies and the information contained in a quote, an invoice or the website is not guaranteed to be free from errors and outdated information.
- **Travel Safety Warnings:** Travel and Tourism are in a constant state of flux. Please consult the U.S. State Department and other relevant government agencies for information and requirements for international travel.

- **Unpredictability of Public Services:** The Villa cannot assure the continuous provision of electricity, internet & WIFI service, water supply and transportation as these services are provided by the public sector.
- **Personal Item/ Equipment Damage:** Villa is not responsible for damage to Guest electronic equipment such as computers, telephones etc. due to electrical surges, lightning strikes, or water damage.
- **Childcare:** Childcare is not provided. Guests are solely responsible for the care of their children. Guest acknowledges and agrees that the Villa accommodations are not “child proof”. The cabinets/ drawers are not locked and electrical outlets are not covered.
- **Limited Medical Emergency & Hospital Services:** Guest understands that there are very limited medical emergency and hospital services available in the geographic location of the Villa and that such services are not readily available.
- **Food Allergies:** Guest is responsible to notify Villa management of any life threatening food allergies and to have on their person the required medical treatment for such allergies such as an **EPI-PEN**.
- **Personal Safety:** Guest should be, aware for their personal safety at all times, and conduct themselves in a responsible manner.
- **Privacy Policy:** Guest agrees to the Westmore Beach Villas Limited Privacy Policy as part of this Terms and Conditions of Usage Agreement.