



TAMARIND HILLS

RESORT AND VILLAS - ANTIGUA

Occupancy Terms and Conditions

Tamarind Hills Resort and Villas -Antigua ("**The Resort**") is committed to providing a safe and enjoyable experience for all our Guests. Please be advised of the following Occupancy Terms and Conditions of the Resort. Thank you for your cooperation in ensuring a safe and pleasant environment for all Guests.

Check-In/Check-Out

- Check-In Time: After 3.00 pm.
- Check-Out Time: Before 11.00 am.
- Late check-out is subject to availability and may incur additional fees.

Guest Registration

- All Guests must be registered upon arrival.
- A valid ID and credit card must be presented upon check-in.
- Only registered Guests are allowed to stay overnight in the rooms.
- Day visitors to the Property must register with the front desk upon arrival.

Payments and Cancellations

- Payment Terms are stated in your booking.
- Cancellations: The cancellation policy is stated in your booking.
- On check-in, a deposit is required to cover incidental charges and damages.

Room Occupancy

- Maximum occupancy per bedroom is two (2).
- Extra Guests beyond this maximum occupancy require prior approval by the Manager and may be subject to additional charges.

Noise Policy

- Quiet hours: 10.00 pm to 9.00 am.
- Loud music and parties are prohibited in the Property.
- Guests are expected to respect the comfort of others by keeping noise to a minimum.

Housekeeping

- Housekeeping services are provided as stated in the booking.
- Guests are encouraged to reuse towels and linens to support environmental initiatives.
- Any damage to the room or its contents will be charged to the Guest's account.

Smoking Policy

- Smoking is prohibited in all indoor areas and all public areas of the Resort.
- Smoking cannabis is prohibited in all areas of the Resort.
- A cleaning fee will be applied for smoking in non-designated areas.

Insurance:

- Guests are encouraged to have personal travel or health insurance that covers accidents and injuries that may occur during their stay.

Pet Policy

- Guests are not permitted to bring pets on to the Resort.

Use of Resort Facilities

- Pool hours are 9.00 am until sunset.
- Fitness center hours: 7.00 am until 10.00 pm.
- The hours of other Resort Facilities are as advised.
- Guests must follow all posted rules and guidelines for using facilities.
- Children must be always supervised by an adult.

Security and Safety

- The Resort is not responsible for the loss of personal belongings.
- In-room safes are provided for Guest convenience.
- Guests must report any safety hazards or suspicious activity to the front desk immediately.

Parking

- Parking is available for registered Guests only.
- Parking must be within marked spaces and not where No Parking signs are displayed.
- The Resort is not responsible for any damage or theft of vehicles.

Damage

- Guests are responsible for any damage caused to the Property or the Resort during their stay.
- Costs for repairs or replacements will be charged to the Guest's account.
- The Resort is not liable for accidents or injuries that occur on the property.
- Guests are not held responsible for normal wear of fixtures.
- Please identify broken items to the Manager for repair or replacement.

Access

- Guests shall allow the Manager access to the Property for purposes of repair and inspection.
- The Manager shall exercise this right of access in a reasonable manner.

Condition & Use of Property

- Private Residences and Suites are provided in "as is" condition.
- The Manager shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite, or cable TV.
- Guests shall use the Property for residential purposes only and in a careful manner to

- prevent any damage or loss to the Property.
- Guests shall always keep the Property in a clean and sanitary condition.

Drones

- For the safety, privacy, and enjoyment of all our Guests, the operation of drones is strictly prohibited on the Property without prior written permission from Management.
- Guests wishing to operate a drone must obtain prior approval from the Manager.
- Unauthorized drone use will result in immediate intervention and may lead to further actions, including the possibility of eviction from the Property and the Resort.

Lost and Found

- The Manager will not be responsible for any personal property left behind by a Guest or lost during his or her stay.
- If the Manager is able to find an item left behind, the Manager is willing to ship it to the registered Guest upon request and at the Guest's cost.
- Items unclaimed will be held for a maximum of 14 days at which time the Manager reserves the right to dispose of or may elect to donate the item(s) to a local charity.

Unavailability of Property

- In the event the Property is not available for use during the Rental Term due to reasons, events, or circumstances beyond the control of the Manager, the Manager will apply due diligence and good faith efforts to locate a replacement Property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guests.
- If such replacement Property cannot be found and made available, the Manager shall immediately return all payments made by the Guests, whereupon this Agreement shall be terminated, and Guests and the Manager shall have no further obligations or liabilities in any manner pertaining to this Agreement.
- No refunds will be given for hurricanes or storms.

Conduct and Behavior

- Guests must treat staff and other Guests with respect.
- Any disruptive or inappropriate behavior may result in eviction without a refund.
- Illegal activities are strictly prohibited and will be reported to the authorities.

Internet Usage

- Free Wi-Fi is available in Guest rooms and public areas.
- Guests are responsible for using the internet in a lawful manner.
- Downloading illegal content or engaging in prohibited online activities will result in termination of internet access.

Environmental Policy

- Guests are encouraged to conserve water and energy and to reuse towels and linens to support environmental initiatives.

Emergency Procedures

- In case of emergency, follow the evacuation routes posted in your room.
- Contact the front desk for emergency assistance.

Firearms and Weapons

- Firearms and other weapons are not permitted on the property.
- Exceptions may apply for law enforcement officers.

Alcohol and Drugs

- Consumption of alcohol is allowed in designated areas only.
- Illegal drugs are strictly prohibited on the property.
- Guests violating this policy will be asked to leave immediately.

Medical Emergencies:

- In the event of a medical emergency, Guests should contact the nearest staff member or front desk immediately. While the Resort may assist in arranging emergency medical services, it is the responsibility of the Guest to seek appropriate medical care.

Complaints and Issues

- Guests are encouraged to report any issues to the front desk as soon as possible.
- The Resort will make every effort to resolve problems in a timely manner.

Pest Control and Tropical Environment

- The Resort maintains a continuous professional pest control programme consistent with reasonable industry standards in Antigua and Barbuda. Notwithstanding these measures, and due to the natural tropical environment, insects, rodents, and other wildlife may from time to time be present.
- By confirming a reservation, Guests acknowledge and accept this inherent condition. Except in cases where loss or damage arises directly from the Resort's proven negligence or wilful misconduct, the Resort shall not be liable for the presence of such pests within or around the Property. No refunds, rate adjustments, or compensation shall be provided in connection therewith where the Resort has taken reasonable preventative measures.

Third-Party Services

- At a Guest's request, the Resort may assist in arranging services provided by Independent Third-Party Service Providers, including, but not limited to, private chefs, childcare providers, tours, excursions, and transportation services. Such arrangements are made solely as a convenience to the Guest.

Independent Contractors (No Agency Relationship)

- All Third-Party Service Providers are independent contractors and are not employees, agents, partners, or representatives of the Resort. The Resort does not control, supervise, or direct the manner in which such providers perform their services.

Limitation of Liability for Third-Party Services

- To the fullest extent permitted by the laws of Antigua and Barbuda, the Resort shall not be liable for any acts, errors, omissions, or negligence of Third-Party Service Providers.

However, nothing in this clause shall exclude or limit the Resort's liability for:

- death or personal injury resulting from the Resort's own negligence;
- fraud or fraudulent misrepresentation by the Resort; or

- any liability which cannot be excluded or limited under applicable law.

Guest Responsibility and Assumption of Risk

- Guests engage Third-Party Services Providers at their own discretion and risk. Guests are encouraged to satisfy themselves as to the suitability, qualifications, and insurance coverage of any Third-Party Service Provider prior to confirming services.

Assumption of Risk and Hold Harmless Covenants

- As a condition of occupancy at the Resort and using any of its services, facilities and amenities, Guests voluntarily agree to indemnify and hold harmless any Resort Person (as hereinafter defined) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guests use and occupancy of the Property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guests.
- Guests further agree that he or she shall not sue otherwise hold liable any Resort Person, for injury, death, losses or damages of any kind or nature whatsoever.
- In addition, Guests agree that the assumption of risk and covenant not to sue shall be legally binding and should any party bring a claim, suit or any other action in violation of this provision, agrees that the claim, suit or other action shall be dismissed with prejudice (meaning permanently dismissed) and all costs of dismissal, including but not limited to reasonable attorneys' fees and court costs, shall be borne by the party who wrongfully brought the claim, suit or other action in violation of this assumption of risk and covenant not to sue.
- This assumption of risk and covenant not to sue applies to all Guests and visitors including but not limited to any minor children for whom an adult Guest or visitor is a parent, guardian, or is otherwise responsible for.

Definitions

- For these Occupancy Terms and Conditions:
 - **"Manager"** means Island Heights Management Limited;
 - **"Property"** means Private Residences, Suites and Studios;
 - **"Guest"** means any person who occupies a Property; and
 - **"Resort Person"** means the Resort, the Resort owners, the Manager, the individual Property owners and/or their respective Property ownership company, any related company of the Manager, employees of the Resort, agents, insurers, and any relevant tour operators, travel agents.

Amendments

- The Resort reserves the right to amend these Occupancy Terms and Conditions at any time without prior notice.
- Any changes will be communicated to Guests upon arrival.