



DIRECT BOOKING TERMS AND CONDITIONS

PLEASE NOTE: We know reading all the legal terms and conditions can be a chore, but there are some clauses we feel are particularly important for all our guests. To help you along, we've highlighted and inserted 'PLEASE NOTE:' on several paragraphs. As always, please contact us if you would like more information.

1: Definitions and Parties

In these terms and conditions: The 'Company' shall mean ANI Private Resorts a corporation organised under the laws of Anguilla. 'We' shall mean the Company. The 'Client' shall mean the person who has paid the deposit as the Lead Booking Name and each person listed within the booking as a travelling companion. 'You' shall mean the Client. 'Exclusive Use Bookings' shall mean bookings using exclusive rates for bookings between 6 and up to 15 rooms (according to the resort capacity). In these terms and conditions the masculine words shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

2: Bookings

A booking request will be held for 7 days from the time that the request is received. A contract will only be constituted between the Company and the Client once the Company issues a booking confirmation invoice to the Client after receiving the required deposit either from or expressly on behalf of the Lead Booking Name as stated under paragraph 3 'Payment and Confirmation' below.

PLEASE NOTE: The Lead Booking Name on paying the deposit acknowledges that he accepts these terms and conditions on behalf of himself and each of his travelling companions and warrants to the Company that he has authority to do so.

3: Payment and Confirmation

Bookings will be confirmed upon receipt of a 50% refundable accommodation deposit. The final 50% payment is due no later than 60 days prior to the proposed date of arrival at the ANI Private Resort booked. All deposits become non-refundable within 60 days of your arrival. If the Client makes a reservation less than 60 days prior to the proposed date of arrival, such bookings will only be confirmed upon receipt of a 100% pre-payment, plus any additional sums due to any external transport or transfer operators, all of which shall be paid as far as possible in advance of the proposed date of arrival. The method by which you should pay for your booking will depend on where you are making your reservation, and our reservations office will provide full details when they send you your invoice.

4: Cancellation by the Client

As with any travel, we strongly recommend that you purchase travel insurance which gives you full cancellation cover. Please note the Client is also liable for any payments outstanding on the date the cancellation is received. You must send us all cancellations clearly and in writing to avoid any errors. This can be done by email using the following contact details:

reservations@aniprivateresorts.com



The Company will then confirm the cancellation back to the Client in writing with a cancellation number. The cancellation date shall be the date upon which the written notification of cancellation is received by the Company from the Client.

- Cancellations received more than 60 days prior to the proposed arrival date will not incur a cancellation penalty.
- Cancellations received 59 days or less prior to the proposed arrival date will incur a 100% penalty.

Force Majeure Cancellations

If you have to cancel your booking due to unavoidable and extraordinary circumstances (including, but not limited to, government measures prohibiting travel, air traffic control strikes, serious adverse weather conditions making it impossible to fly, pandemic, epidemic, other serious health risks, warfare, other serious security problems such as terrorism, or natural disasters

- Cancellations received between prior to a proposed arrival date, will be refunded 100% or the company will find alternative dates to move the clients booking.

PLEASE NOTE: that any arrangements made and subsequently cancelled or amended with third party companies (e.g. tours, excursions) may incur charges according to the cancellation and amendment policy of that third party company and, if requested, you will refund us in respect of such charges forthwith. Please note that if a payment is not received from you on time or in the correct amount we reserve the right to release your reservation regardless of any payment(s) already received. We will use reasonable endeavours to contact you prior to taking this course of action and will remind you of any payments due.

In the event that a refund is provided to you, we shall not be responsible for any fluctuations in the exchange rate which may occur in the time between our receipt of the deposits and the time the refund is processed.

5: Changes by the Client to the date or nature of a booking

All requests for amendments must be received by the Company in writing from the Client. All requests shall be considered by the Company in its sole discretion and additional charges may apply. Please note that there may also be amendment or cancellation fees levied by third parties such as transfer operators. The Company will advise the Client of these when it becomes aware of them and the Client will, if requested, reimburse the Company in respect of such fees forthwith. Should you choose to leave any ANI Private Resort early for any reason other than in circumstances outlined in paragraph 8 below, no refund will be made to you nor will alternative dates be arranged.



The Client also agrees that group stays at ANI Private Resort cannot be sold, awarded as prizes or otherwise transferred without the Company's prior written authorisation.

6: Changes and Cancellation by the Company

The Company will advise the Client of any changes or cancellations as soon as reasonably possible. Different terms will then apply depending on whether the proposed changes are, in the opinion of the Company, minor or substantial. If the proposed changes are, in the opinion of the Company, minor, the Company will make alternative, comparable arrangements at no cost to the Client, who shall accept such alternative arrangements. If the changes are, in the opinion of the Company, substantial, then the Company may offer alternative arrangements to the Client, but the Client shall not be obliged to accept such alternative arrangements. If no such alternative arrangements are offered in these circumstances, or the Client does not accept any such offered alternative arrangements, then the Client may reject the booking within 7 days of notification to the Client of the relevant change(s) and the Company will cancel the booking. If the Client rejects the booking in these circumstances, all monies which have been paid by the Client to us by the date of cancellation will be repaid less the Company's reasonable expenses in respect of the booking. Under no circumstances will the Company be liable to the Client for any financial recompense in the event of a change (whether material or otherwise) which does not lead to a cancellation. In the event that a refund is provided to you, we shall not be responsible for any fluctuations in the exchange rate which may occur in the time between our receipt of the deposits and the time the refund is processed.

PLEASE NOTE: Any liability of the Company which may arise in the event of cancellation shall be limited to a refund of monies as provided above. The Company will not be liable for any cancellation, which results from the Client's default. Without prejudice to the provisions set out above relating to cancellation, the Company reserves the right to cancel the service or the services it is contractually obligated to provide to the Client under these terms and conditions and require you to leave any ANI Private Resort immediately if the Company reasonably considers that the client's behaviour at any ANI Private Resort has caused (or is likely to cause) loss, damage or harm any ANI Private Resort or its reputation or any part of it; in these circumstances the Company shall not be obligated to make any refund of monies to you. Further, the Client shall indemnify and hold harmless the Company (for itself and on behalf of its affiliates, agents, officers and employees) against any such loss, damage or harm.

For the avoidance of doubt, this paragraph 6 shall be without prejudice to the rights of the Company set out in paragraph 8(b) of these terms and conditions and any cancellation by the Company for the reasons set out in paragraph 8(b) shall be dealt with in accordance with that provision and not in accordance with this paragraph 6.

7: Liability of the Company

PLEASE NOTE: a) We accept no liability for ensuring that the accommodation which you book with us, is provided as described in this contract save where any part of your accommodation is not provided as described in this contract due to the fault of our employees or agents and this has adversely affected the enjoyment of the client's accommodation with us. Subject to the paragraph



b) below, our liability in all cases shall be limited to a maximum of three times the aggregate amount paid to us by you in respect of your accommodation with us.

PLEASE NOTE: b) Nothing in paragraph a) above shall exclude or restrict our liability for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents whilst acting within the scope of, or in the course of, their employment or engagement in the provision of your accommodation with us.

PLEASE NOTE: c) For the avoidance of doubt the Company will not be liable for loss or injury suffered by the Client which was outside the control of the Company. We would recommend that you obtain suitable insurance to cover loss or injury and you will ensure all travelling companions are made aware of such recommendation. The Company shall not be obligated to make any payments in those circumstances other than as otherwise referred to in the terms and conditions above.

8: Force Majeure

a) If you have to cancel your booking due to unavoidable and extraordinary circumstances (including, but not limited to, government measures prohibiting travel, air traffic control strikes, serious adverse weather conditions making it impossible to fly, pandemic, epidemic, other serious health risks, warfare, other serious security problems such as terrorism, or natural disasters), the cancellation terms in paragraph 4 shall apply. In such circumstances, we may (acting in our sole discretion) provide you with a voucher in the value of your booking which can be used to make a booking with us at a future date.

b) If we are unable to fulfil your booking due to unavoidable and extraordinary circumstances (as described in the paragraph above), or we conclude that such circumstances mean that it is not commercially viable for us to do so, we may cancel your booking and provide you with a voucher in the value of your booking which can be used to make a booking with us at a future date. We will use all reasonable efforts to notify you of a cancellation of your booking for the reasons set out in this paragraph as far in advance of your booking as possible.

9: Data Protection

We respect your privacy and we value the trust you've placed in us by sharing your information. Your information is held by ANI Villas Marketing Services Limited in accordance with the Anguilla Electronic Transactions Act 2006 (ETA) and Confidential Relationships Act, and the European General Data Protection Regulation. You can find out more about the information we collect, how we use it and why we use it, within our Privacy Policy – *click through to Privacy Policy on website*. We will not contact you with promotions or offers unless you have expressly opted in to receive such communications from us. If at any time you wish us to stop contacting you then simply follow the unsubscribe link in the communication, or email us at: marketing@aniprivateresorts.com

10: Entire Agreement; Variation and Waiver; Severance

These terms and conditions constitute the entire understanding and agreement in relation to their subject matter and supersede any previous explicit or implied agreement or undertaking between the parties with respect thereto. No variation, waiver or release of these terms and conditions shall be effective unless it is in writing signed by or on behalf of each of the Client and the Company. If any part of these terms and conditions is void or unenforceable due to any applicable law, it shall



be deemed to be deleted and the remaining provisions of these terms and conditions shall continue in full force and effect.

11: Additional Guests

We are happy to accommodate additional guests on any ÀNI Private Resort and our Reservations Team can provide you with a schedule of costs for overnight stays, dinner and drinks and other activities. Where 10 or more extra guests will be visiting our resorts during your stay, you are required to inform us of the approximate number at least 3 days prior to your arrival. A 100% non-refundable deposit is payable upon confirmation prior to your arrival. The "Final confirmed number" of extra guests must be confirmed 24 hours prior to your arrival, and any outstanding monies settled.

12: Filming in any ÀNI Private Resort

Filming and photography in ÀNI Private Resort are permitted for private purposes, however, any professional filming and photography will require our written approval in advance as well as official film and work permits from the resorts local Government.

13: Governing Law

This contract shall be governed and construed according to Anguillan Law and shall be subject to the exclusive jurisdiction of the courts of Anguilla, save that the Company shall be entitled to enforce the contract against the Client in the courts of any other country in which the Client is.

31 May 2022