

KOTCH RENTAL POLICY

Terms and Conditions

Nightly rates are in US dollars and do not include service fees, taxes, or refundable security deposit. The minimum stay is two (2) nights. Holiday Season minimum stay range from four (4) nights to seven (7) nights, dependent on the holiday.

1. RESERVATION, DEPOSIT & FINAL PAYMENT: By submitting payment, you agree to our Rental Policy, Terms and Conditions as outlined in this document. A 50% deposit of the total room cost is required to secure your reservation. Once the booking has been processed, you will receive a Reservation Confirmation email that outlines a summary of your booking. Please review the information carefully and contact us immediately at reservations@kotch.co if you have any questions or require any changes.

Final Payment: The remaining 50% will be due no later than thirty (30) days prior to the guest's arrival. If the 50% balance is not paid by this period, this will be considered a full cancellation.

Please read our full policy. Securing your reservation means you accept all terms and conditions. Reservations made within a four-week period of check-in must be paid in full.

2. PAYMENTS: Payments can be made by direct deposit or wire bank transfer. Please contact us for bank transfer details or mailing address.

3. CANCELLATIONS: Securing a reservation with your deposit means you accept the terms and conditions of our **Cancellation Policy**. All cancellations must be received in writing to reservations@kotch.co and will be processed from receipt of notice.

For a full refund of accommodation fees, cancellation must be made within **forty-eight (48) hours** of booking.

For a 50% refund of accommodation fees, cancellation must be made **fourteen (14) full days** prior to local check-in time (3:00 PM on the day of check-in).

If the above conditions are not met, there will be NO REFUND.

If the guest decides to leave early after check-in, the nightly rate for the nights not spent after cancellation are nonrefundable.

4. DEPOSIT: For reservations made two (2) months to one (1) year in advance, a 50% deposit is required immediately after booking.

The remaining 50% is due thirty (30) days before check-in. We highly recommend that guests purchase Travel Insurance, which is generally inexpensive but can save individuals a lot of financial loss and emotional distress if an unforeseen event occurs. We recommend that your travel insurance cover airline expenses and accommodation cancellations, especially during the hurricane season. We also recommend that you consider coverage for accident, illness, medical, evacuation and theft.

Under no circumstances will refunds or credits for flight cancellations be issued. Please consider acquiring Travel Insurance to protect against flight cancellations. Additionally, we do not issue refunds or credits due to bad weather, tropical storms, hurricanes or any other situations beyond our control and any inconvenience or complication caused by a hurricane's direct hit, near miss or the significant threat of a hurricane. Hurricanes are unpredictable by nature. Please consider acquiring Travel Insurance to protect against these types of unforeseen events. Kotch Villa is not liable for any other costs, evacuation or inconveniences caused by a tropical storm or hurricane.

5. MAXIMUM OCCUPANCY: The Kotch Villa is able to accommodate a maximum of ten (10) adults and three (3) children. If there is an increase in guests, Management must be notified and guests will be billed a nightly rate of USD \$80 per additional guest.

6. LIABILITY: All guests are required to read and sign the Kotch Liability Waiver. The copy should be signed and sent to reservations@kotch.co before your arrival.

Please Note: Safety deposit boxes are provided for the safekeeping of money, jewelry and other valuables. The Management of Kotch will not be responsible for the loss or theft of personal property (kept in or left out of the safe provided), injury or damage sustained by guests arising from the use of the villa's facilities, howsoever arising. This includes losses resulting directly or indirectly from natural events such as floods, storms, hurricanes or other acts of God.

All amenities and facilities are used entirely at the guests' discretion.

Guests may use the swimming pool at their own risk. Swimming in the sea is also at the guests' own risk, and **guests are advised to be mindful of the strong undertow**. The Management of Kotch is not responsible for incidents such as fires, breakdown of equipment or machinery, acts of war, strikes, theft, pilferage, epidemics, quarantine expenses or losses sustained by the guest(s) as a result of such incidents or occurrences; as well as slips, falls or any other incidents resulting in bodily harm. Guests agree to indemnify and hold harmless the Management, Owners, Servants and assigns of Kotch from any and all liability relative to the use of the villa, howsoever arising.

Kotch Villa is not responsible for the well-being of any children who stay or visit Kotch Villa with respect to any accident or other occurrence. Parents and guardians are solely responsible for the safety and well-being of their children. **Children under the age of eighteen (18) are not allowed unless they are accompanied by their parent(s) or legal guardian(s).**

7. STAFF: Kotch Villa is responsible for Staff Salaries. If guests require additional staff, they can notify Management and we will make the necessary arrangements at an additional cost. The guest(s) will be responsible for these extra salaries and gratuities.

8. STAFF GRATUITIES: No trip or destination is complete without the people who make it special. That includes you, our valued guest, as well as our staff. Together, you'll make Kotch your home for the time you are there. Our staff are an extension of our family – ready to care for you as much as you need. Ask them what to do, where to go and who to see. They'll let you in on the secrets. In exchange for their kind hospitality, we ask that you give them a 10-15% gratuity. We also ask that you pay gratuity to our Reservations Concierge/ House Manager in this same range, if you found that she made an impact on your experience.

9. AMENITIES: While staying at Kotch, you are provided with daily housekeeping (8am-5pm), 24/7 groundskeeper, cook (groceries are paid in cash to reservations manager), Jamaican made organic soap, and all the facilities the house has to offer (linens, grill, Wi-Fi, generator, solar powered air conditioners). Please click here for a full list of all our amenities.

11. ARRIVALS/DEPARTURES: Check-in time is 3:00pm. Check-out time is 11:00am. These strict times provide a reasonable period to prepare the villa for our guests' arrival. If you need early arrival or late departure, please contact us no later than seven (7) days prior to your arrival so we can review your request. If it is possible to accommodate your request, we will advise you. If no prior notice is provided, the guest(s) will be billed an additional USD \$50 per hour after 11:00 am.

12. RENTAL USE: No guests other than those listed on the reservation list are allowed. Full names of all guests must be provided, and waivers signed before arrival. The guests are not permitted to sublease Kotch Villa for any reason. Any use of Kotch Villa other than vacation/residential purposes must be approved in advance by the property owner. No music videos, weddings, corporate events, photo shoots, parties or large gatherings are permissible without owner approval and additional security deposit in place.

13. HOUSE RULES: There must be NO SMOKING inside the Villa. If you wish to bring your pet, this must be discussed in advance and the owner's approval must be procured. Pets will only be considered if the guest is booking the entire Villa and they are not allowed in any of the bedrooms. Keys are provided upon arrival. If keys are misplaced or lost, the guest(s) will be charged a fee of USD \$25 per key.

14: CHILDREN: A maximum of three (3) children under the age of eighteen (18) are allowed. All infants and any child not potty trained must always wear a diaper.

Kotch Villa is not responsible for the well-being of any child who stays or visits Kotch Villa with respect to any accident or other occurrence. Parents and guardians are solely responsible for the safety and well-being of their children. **Children under the age of eighteen (18) are not allowed unless they are accompanied by their parent(s) or legal guardian.**

At Kotch, we offer a babysitting service. Our staff are not trained or certified nannies or caregivers. However, we have a little one of our own, so we only recommend caregivers we would trust with our own child. To qualify for this service, you must sign our babysitting service waiver.

15: THIRD PARTY SERVICES: Third-party services and excursions booked directly with a third-party provider, are subject to their own terms & conditions. Kotch Villa is not liable for any cancellations, changes or incidents related to third-party service providers.

17: MOTHER NATURE: Swimming in the sea is at the guests' own risk. Guests are advised to observe warning flags and only swim in designated areas. Also, observe currents and be mindful of the strong undertow. Beware of strong waves and check the weather report before heading to the beach; avoid the beach if there is lightning, heavy rains, storm or hurricane in the forecast. The Management of Kotch will not be responsible for the injury or damage sustained by guests arising from the use of the beach or any other activity.

Hurricane season is from the 1st of June to the 30th of November of each year. Hurricanes can occur at any time in the hurricane season. We recommend that our guests acquire travel insurance that protect against unforeseen circumstances, especially during the hurricane season. Kotch Villa does not issue refunds or credits due to bad weather, tropical storms, hurricanes or any other situations beyond our control and any inconvenience or complication caused by a hurricane's direct hit, near miss or the significant threat of a hurricane. Kotch Villa is not liable for any other losses, costs, evacuation or inconveniences resulting directly or indirectly from natural events such as floods, storms, hurricanes, or other acts of God.

18: SOLAR POWER AND ENVIRONMENTAL CONSIDERATIONS: Kotch Villa is committed to protecting the environment and incorporates sustainability as much as possible. The villa is semi solar powered and as such, we ask that our guest(s) make an effort to conserve electricity. Please turn off all electronics, lights and AC units when rooms are not in use and consider using the fans provided as an alternative to ACs.

Additionally, Treasure Beach, Jamaica is known for long periods of drought, so fresh water is a precious commodity we cannot afford to waste. As such, we ask that our guest(s) practice water conservation as much as possible.

Avoid single use plastic and please dispose of all waste responsibly. Do not leave wastes of any kind on the beach, including towels, personal items, etc.