



Terms, Conditions & Safety Waiver

Your comfort, safety and enjoyment are our main priorities. It is a requirement of all bookings to read and accept these Terms, Conditions & Safety Waiver during the booking process.

By making a booking, you hereby agree that you have had access to, and have read and agreed to all of the Resort's Terms, Conditions & Safety Waiver without limitation as published on the resort's websites: www.cosmosstlucia.com, that the terms are contractual and are not mere recitals, and that this instrument is a legally binding document.

Terms & Conditions

The resort is owned and operated by Equilibre Ltd (hereafter "the Resort").

1. A **deposit** of 50% of the rent is payable upon making a booking. Remaining rent is due 60 days before arrival.
2. A **booking may be cancelled up to 90 days** before arrival with a full refund less a processing fee of 5% of the value of the booking not to include tax. For bookings cancelled after that date, a portion of the amount paid will be forfeited in increasing linear proportion up to 30 days prior to arrival. Within the last 30 days there is no refund of rental monies paid. Guests are advised to take out travel insurance to protect against unforeseen circumstances that may interfere with their vacation.
3. If for any reason the property cannot be reasonably used or occupied, all rental and deposit monies will be refunded, but the Resort cannot be held responsible for other costs arising, to include **airline cancellations**.
4. A 15% surcharge for **local taxes** will be added to all accommodation, food, beverage and extras
5. The manager will take a copy of **your passport and credit card details** upon arrival. During the stay, all meals and spa services will be charged to guests' cards on a regular basis. Please let the manager know if you would prefer to pay cash and if you wish to use more than one card.
6. **Check-in is from 3pm and check-out is at 11am**. Late check-out may be available and there is a US \$100 charge per hour after 12 noon.
7. The Resort benefits from **full time staff**: a residential manager, chef, numerous housekeepers and a gardener. Bedrooms are made-up by noon each day. Please indicate to the manager if you prefer not to be disturbed or if you require an evening turn-down service.

8. A buffet **continental breakfast is included**. Cooked breakfast, lunch and dinner are available at an additional cost. Please see our website for menu and prices. Please advise **requirements for meals at least 24 hours in advance**.

9. Non-residential **visitors are subject to approval** by the manager and require reasonable prior notice. No more than 2 visitors are allowed at any one time.

10. **Bluetooth speakers** are available for use between the hours of **10am and 10pm** after which time music must not be audible outside of the premises.

11. The Resort encourages the quiet enjoyment of its natural setting. Please be respectful of other guests at the Resort and near neighbours, and keep noise levels down. **Raucous guests will be asked to refrain from making undue disturbance**, and asked to leave the property if they do not comply.

12. **Additional single beds** can be made-up in the Villa's two **Garden Studios** by prior arrangement. A charge of \$100 per extra guest per night is applicable.

13. Villa bedroom **air conditioning is restricted** to use at night only. Please close all doors and curtains, and switch off air conditioning, lights and ceiling fans when leaving your room. Living areas in the villa and the Lodge have ceiling fans only, are open to breeze, and not air-conditioned.

14. Voltage throughout the property is 230, sockets are three-pin (UK standard). Hair dryers, curling irons, iron and clothes steamer are all available on request. Please **only bring dual voltage appliances for use at the Resort**. Transformers are not available and should not be used, but we do have adaptors and USB plugs.

15. **Smoking is only allowed outside** and on the terraces. Please request an ashtray from staff.

Safety Waiver

For all local assistance, and for emergencies of any kind on the property, contact the manager on +1 (758) 519-8476 shermika@cosmosstlucia.com

16. You agree to **use the facilities of the Resort at your own risk**.

17. The Resort is **not recommended for toddlers** or young children due to hazardous balustrades. **Strict supervision of children** is required at all times.

18. It is agreed that children/minors are the parents' and/or guardians' responsibility.

19. The Resort offers a number of pools. **No lifeguards** are on duty at any of the Resort's pools. Injury and drowning can occur even in shallow water. Never mix drinking, drugs, or medications with swimming. Guests assume all risks associated with pool usage. Diving and jumping into pools are prohibited.

20. Alcohol must only be consumed responsibly and guests must pay heed to the dangers that surround a Resort set high on a hillside with numerous balconies, pools and terraces. **By no means should any guest become so intoxicated as to risk accident or harm to themselves or to the property, or to cause nuisance or disruption.**

21. For safety reasons as well as concerns for our guests' privacy, the Resort restricts the use of drones on or over any part of our property.

22. You agree to **exercise due care and caution when walking around the Resort**. This includes reading and adhering to all cautionary signage, watching your step, and carefully using the resort's stairs, paths, walkways, floors and similar areas to avoid tripping, slipping, and falling, all of which can result in injury. The resort shall not be liable for any loss or injury resulting from your failure to watch your step and use due care while walking around the resort. If you have any doubts about a particular walkway, path, stairway, or surface, seek assistance prior to use or avoid that area if you have any doubt or any physical mobility or other limitations. Please be careful at all times. If necessary, ask for assistance before you need it.

23. Rain and wet surfaces are common in a tropical environment. Any **surface may be slippery when wet**. Rainfall and resulting wet surfaces are deemed open and obvious conditions which you will be deemed to be aware of.

24. Always check the water temperature prior to using water from the sink or entering a bath or shower or pool. Water temperatures may be very hot to help ensure proper water quality. Avoid scalding by checking water temperature before use.

25. Hot beverages may be very hot. Use caution to avoid spills and burns resulting from hot beverages and food items.

26. **Exposure to the sun and heat** may result in sunburn, heat stroke, and dehydration. Wear protective clothing and sunscreen. Drink plenty of water.

27. You acknowledge that **swimming involves RISKS** including but not limited to: drowning; injury; slipping or falling; muscle injuries; and other foreseeable and unforeseeable events that may result in injury or death. Many of these risks cannot be eliminated due to the nature of swimming.

28. By participating in swimming, you, on behalf of yourself and any minors or other persons for whom you are responsible, hereby agree to ASSUME responsibility for all such RISKS including any risks mentioned or not mentioned in this document.

29. **In the event of an injury**, you agree that you have adequate medical insurance and you agree to pay all costs of rescue, medical services, and emergency transportation. By engaging in any water sport activity, you warrant and represent that prior to engaging in any such activity you have received adequate training, experience, and safety briefings, and have carefully read and understood all safety signage.

30. **Land and sea-based activities** including but not limited to resort activities and off-site tours and excursions, have risks that may result in loss, damage, injury, illness, or death. Your participation in such activities is purely voluntary. **You agree to assume all related risks**. The Resort shall not be liable for any loss, damage, illness, injury or death whatsoever, resulting from such activities.

31. On-site activities including fitness classes, yoga, biking, sports, gym, dancing, and all other activities have risks. You agree to read, understand and adhere to all safety signage and **use due care and caution when engaging in any such activities** and assume any related risks.

32. Under no circumstances shall the resort, its owners, employees, agents, insurers and any third party tour operators be liable for any **injury, illness or losses resulting from food allergies, infectious diseases including but not limited to Covid-19, or any insect-borne or tropical disease**. As a condition of checking in at the Resort or being present upon the resort property, you acknowledge all such risks and agree to voluntarily fully assume all such risks and hold harmless the Resort, its owners, officers, directors and employees, insurers and any third party tour operators and travel agents for all such risks.

33. **It is the guests responsibility to declare any severe life threatening allergies within their party at the time of booking and checking-in.** Due to uncontrollable elements with the local supply chain, The Resort has the right to refuse any guest with a severe life threatening allergy from staying on the property.

34. In consideration for utilising the various services, amenities, facilities and goods provided by the Resort, and as a condition of checking in at the Resort or otherwise being present upon the resort property, you **acknowledge that there are risks involved in utilising the various services, amenities, facilities and goods provided by the Resort** and voluntarily assume those risks. Furthermore, you, your heirs, executors, successors and assigns or other representatives agree to release, hold harmless, forever discharge and shall not sue or otherwise hold liable the Resort, its owners, employees, officers, affiliates, agents, insurers, suppliers, representatives any third party tour operators and travel agents with respect to any and all action, cause of action, claims and demands relating to any injury, illness, disability, death, losses or damages of any kind or nature whatsoever arising from or caused by your use of the goods, services, amenities and facilities offered by the Resort. including but not limited to the services, facilities and amenities indicated herein. This waiver extends to risks of infectious diseases including but not limited to Covid-19 as well as purchases of an off-site tour, excursion, activity, or transportation arranged through the resort's on-site tour desk or any transportation organised by the resort on your behalf including transportation to and from the airport.

35. **This agreement shall be legally binding** and shall be governed by and construed in accordance with the laws of St Lucia. The courts of St Lucia shall have exclusive jurisdiction over any claims arising out of or in connection with your stay at the Resort. You agree that prior to submitting to the courts, any disputes arising from this agreement will be first referred to mediation in Saint Lucia.

36. If any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from the agreement. The remainder of the agreement will then be construed as though the unenforceable provision had never been contained herein.