

GENERAL TERMS AND CONDITIONS

Accommodation and Services – Saba Rock Resort

SR-R Limited, trading as “Saba Rock Resort” (“Saba Rock”, the “Resort” or the “Company”), a company incorporated in the British Virgin Islands, with registered office at Belmont Chamber, P.O. Box 3443, VG1110 Tortola, British Virgin Islands.

These General Terms and Conditions (the “Terms”) govern the mutual rights and obligations arising from or in connection with a contract between the Resort and a guest. They apply to all guests who book directly with the Resort and, where applicable, to guests who book through a partner agency with which the Resort has not concluded a separate written services agreement.

1. Reservations of Accommodation and Services

- A reservation of accommodation or any other service at the Resort, and its confirmation by the Resort, may only be made in writing, i.e. by email.
- A reservation is valid and binding once the Resort confirms it in writing (by email), or the guest receives an automatic email confirmation generated by the relevant online booking system.
- At the time of booking, the guest selects a rate type (Non-Refundable or Flexible) and provides a valid payment card, and the reservation is completed in accordance with the payment terms applicable to that rate type, as set out in Sections 3 and 4 below; individual conditions may also be agreed for a specific reservation.
- Where the guest does not fulfil the applicable reservation conditions set out above, or where the Resort cannot confirm the reservation in accordance with those conditions, the Resort is not obliged to provide the accommodation or services.
- The details set out in the reservation confirmation are binding on both parties.

2. Rates, Taxes and Fees

- All rates are quoted, and accommodation is charged, in US Dollars (USD) only. Prices are quoted per room, per night, excluding breakfast, unless the guest chooses otherwise.
- Unless otherwise stated, advertised room rates exclude the following mandatory charges, which are added to the total: (a) a 10% government tax (the BVI Hotel Accommodation Tax under the Hotel Accommodation (Taxation) Ordinance, Cap. 205); and (b) a 10% resort fee.
- Any government arrival levy (such as the Environmental and Tourism Levy) or other applicable government charge is payable separately by the guest where required by law and is not included in the room rate.
- The complete reservation total, including all applicable taxes and fees, is displayed to the guest before the reservation is confirmed.
- Accommodation is charged to the credit or debit card provided at the time of booking, in accordance with the payment terms for the rate type selected, as set out below.

3. Payment and Cancellation Policy – Non-Refundable Rate

- Where the guest selects the Non-Refundable Rate, full payment, including all applicable taxes and fees, is charged to the credit or debit card provided at the time of booking.
- Once confirmed, a reservation made on the Non-Refundable Rate cannot be cancelled, refunded or modified. The full amount paid is forfeited in the event of cancellation, modification, early departure or no-show.

4. Payment and Cancellation Policy – Flexible Rate

- Where the guest selects the Flexible Rate, a valid credit or debit card is required to guarantee the reservation, and a deposit equal to 50% of the total reservation amount, including applicable taxes and fees, is charged at the time of booking.
- The remaining balance is automatically charged to the card on file 2 days before the scheduled arrival date. Where a reservation is made within 2 days of arrival, full payment is charged at the time of booking.
- Cancellations or modifications received more than 2 days before the scheduled arrival date are eligible for a refund of the deposit, less any applicable bank, card-processing or administrative fees.

- Cancellations or modifications received within 2 days of the scheduled arrival date incur a penalty equal to 100% of the total reservation amount, including applicable taxes and fees.
- Failure to arrive on the confirmed arrival date is treated as a no-show, and 100% of the total reservation amount will be charged.
- No refund or credit is issued for a no-show, an early departure, unused nights, a late arrival, a change made within 2 days of arrival, or a travel disruption outside the Resort's control.
- All cancellation and modification requests must be submitted in writing and are only considered confirmed once acknowledged by the Resort.
- Where a reservation was made through a third-party provider (e.g. Booking.com, Expedia), it must also be cancelled through that provider, in the manner and under the conditions required by that provider.

5. Credit or Debit Card Authorisation

- By providing credit or debit card details, the cardholder authorises the Resort to process all deposits, remaining balances, cancellation penalties, no-show charges, accommodation charges, taxes, resort fees, incidental charges and any other amounts due under the reservation.
- The guest confirms that they are authorised to use the credit or debit card provided and authorises the Resort to charge the card in accordance with the selected rate and these Terms. The guest remains responsible for all charges associated with the reservation, regardless of whether the cardholder is travelling.
- If a payment is declined, the Resort reserves the right to request an alternative form of payment. If payment is not received within the specified timeframe, the Resort may cancel the reservation.

6. Reservation Changes

- All requested changes to a reservation are subject to availability and any applicable rate difference.
- A reduction in the number of nights, rooms or guests may be treated as a partial cancellation and may be subject to the applicable cancellation policy set out in Sections 3 and 4 above.
- The Resort is not obliged to refund any difference where the revised reservation has a lower value.

7. Room Occupancy

- The number of guests occupying a room must not exceed the room's stated maximum occupancy.
- All adults and children must be included in the reservation. Additional guests or unregistered occupants may result in additional charges or cancellation of the reservation.

8. Rights and Obligations of the Guest

- The guest is entitled to use the reserved premises and their equipment, as well as the equipment of the Resort's common areas.
- The guest is responsible for all incidental charges, damages, missing items, excessive cleaning costs or other expenses incurred during the stay; the Resort reserves the right to pre-authorise or charge the amount due to the guest's payment card on file.
- The guest must report any defects or shortcomings during the stay so that they can be remedied.
- The guest must settle all costs relating to the use of the Resort's services, including any additional services, no later than the day of departure, unless otherwise agreed. If any amount remains unpaid, the Resort is entitled to charge the corresponding amount to the guest's payment card on file after departure.
- The guest may withdraw from the contract in accordance with the cancellation conditions, or where the Resort has not provided the guest with the pre-agreed services corresponding to the Resort's standard.
- Check-in is from 3:00 p.m. on the day of arrival; earlier check-in is possible only by prior arrangement with the Resort and may be subject to a fee.
- Check-out is until 11:00 a.m. on the day of departure; late check-out is possible by prior arrangement with the Resort and may be subject to a fee.
- The entire Resort is non-smoking. Breach of this rule – including the use of e-cigarettes – in a room or elsewhere on the Resort's premises entitles the Resort to charge the guest a cleaning penalty of US\$200. Smoking is permitted only in designated outdoor areas.

- Quiet hours apply between 10:00 p.m. and 7:00 a.m. Conduct that disturbs other guests during quiet hours (including loud music, television, shouting in rooms, corridors or common areas, or other disruptive behaviour) is strictly prohibited. In the event of a serious breach, the Resort may impose a fine of up to US\$400 or, where necessary, call the relevant authorities.
- Resort management may vary the quiet hours set out above for private events, special occasions or public holidays, and will make reasonable efforts to notify guests in advance of any such change.
- A smart casual dress code applies at the Resort.
- The Resort is not liable for items left behind, forgotten, lost or stolen by guests on its premises, unless such items were handed over for safekeeping and the Resort issued written confirmation of receipt.
- Well-behaved and trained pets are allowed at the Resort, subject to these Terms and any house rules posted at the Resort. The guest is responsible for their pet's behaviour and for any damage or additional cleaning caused by the pet.
- The guest must present a valid payment card on arrival to guarantee the stay.

9. Travel and Weather Conditions

- The guest is responsible for arranging their own travel to and from the Resort and for allowing sufficient time for weather, airline, ferry, customs or other travel-related delays.
- The Resort is not responsible for missed nights, delayed arrivals or early departures resulting from airline disruptions, weather conditions, marine conditions, transportation delays, illness, personal circumstances or other events outside the Resort's reasonable control.
- Travel insurance is strongly recommended.

10. Refund Processing

- Where a refund is approved, it is returned to the original payment method. Processing times may vary depending on the issuing bank or card provider.
- Any applicable bank, currency-conversion, card-processing or administrative fees may be deducted from the refund.

11. Rights and Obligations of the Resort

- The Resort must provide the guest with accommodation on the basis of the pre-agreed services, corresponding to the standard of the Resort.
- Where the Resort is unable to accommodate a guest on the basis of a previously made and confirmed reservation, it must arrange adequate alternative accommodation for the guest.

12. Restaurant Reservations

The following provisions apply to reservations and dining at the Resort's restaurant.

- Reservations may be made by telephone, by email, or through the Restaurant's online booking system.
- A reservation made through the online booking system is confirmed automatically by the system; a reservation made by email is confirmed by a reply email from the Restaurant. A reservation made by telephone is confirmed verbally at the time of the call and is not followed by a separate email confirmation.
- The Restaurant may request the number of guests, date, time and any special requirements (e.g. dietary restrictions or allergies) at the time of booking.
- For reservations of 8 (eight) or more guests, the Restaurant will place a pre-authorisation hold on the guest's payment card at the time of booking, in the amount of US\$20 per person.
- Where the reservation is honoured (i.e. the group attends as booked), the hold is not charged. Release of the hold is handled by the guest's card issuer and may take more than 48 hours, depending on the guest's bank, public holidays, weekends and other factors outside the Restaurant's control.
- Where the group does not attend the reservation ("no-show"), or cancels the reservation less than 6 hours before the reserved time, the held amount of US\$20 per person will be charged (captured) from the guest's card. The 6-hour period is measured from the reserved time itself – for example, for a reservation at 6:00 p.m., a cancellation must be made before 12:00 p.m. (noon) the same day to avoid the charge.

- Where fewer guests attend than the number originally booked (a partial no-show), no fee is charged provided the shortfall does not exceed 50% of the originally booked party size. Where the shortfall exceeds 50% of the originally booked party size, the US\$20 charge applies to each guest who does not attend.
- For example: for a reservation of 10 guests where 8 attend (a 20% shortfall), no fee is charged. For a reservation of 10 guests where only 4 attend (a 60% shortfall), a fee of US\$20 is charged for each of the 6 guests who did not attend (US\$120 in total).
- Where the Restaurant hosts a special event (e.g. a themed dinner, party or ticketed function), entry may be conditional on the purchase of a ticket or payment of a cover charge in advance or upon arrival, in US Dollars (USD) only. Payment for event entry is separate from, and not related to, the card authorisation and deposit policy described above.
- Event tickets are transferable to another person but are non-refundable.
- A reserved table is held for 15 minutes after the reserved time; after that period the Restaurant may release the table to the next group on the waiting list. Where a group arrives after this period and another suitable table is available, that table will be offered to the group instead. No cancellation fee applies in these circumstances.
- A smart casual dress code applies at the Restaurant and at its events.

13. Website Use

- By accessing or using the Resort's website, the user agrees to comply with this Section. The Resort may amend this Section by posting the revised provisions on the website. The revised provisions apply to use of the website after the date on which they are posted.
- Users must not disrupt or interfere with the security or operation of the website, misuse any service made available through it, interfere with another user's use of the website, or attempt to gain unauthorised access to any restricted part of the website.
- The website may contain links to third-party websites for convenience only. The Resort does not control or endorse those websites and is not responsible for their content, security, availability or privacy practices. Links to the Resort's home page may be made without prior permission, but linking directly to another page requires the Resort's prior written permission.
- Unless otherwise stated, all website content, including text, design, software, drawings, graphics, page headers, icons, logos, trade marks and service marks, is owned by or licensed to the Resort. No part of the website may be reproduced, republished, downloaded, displayed, distributed, transmitted, sold or used for a commercial purpose without the prior written permission of the relevant rights owner.
- The Resort may collect personal information that users voluntarily provide through the website, including when joining a mailing list, making an enquiry or submitting a request. Such information may be used to respond to enquiries, process requests, provide services, maintain required records and comply with applicable law. The Resort may share personal information with service providers engaged for those purposes, subject to appropriate confidentiality and data-protection obligations. A user may request access to, or correction of, personal information held by the Resort by submitting a written request.
- The website and its content are provided on an "as is" and "as available" basis. To the extent permitted by law, the Resort does not warrant that the website will be uninterrupted, error-free, secure, free from harmful components, or that its content will always be accurate, complete or current. The Resort is not liable for loss arising from the use of, misuse of, or inability to access the website, except to the extent that liability cannot lawfully be excluded.

14. Final Provisions

- By completing a reservation, the guest confirms that they have reviewed, understood and accepted the rate conditions applicable to their reservation and these Terms.
- These Terms are effective from 1 September 2026. The Resort may amend these Terms from time to time; however, unless otherwise required by law or expressly agreed with the guest, a reservation remains subject to the version of the Terms in force when that reservation was confirmed.
- The Resort collects the guest's personal data only for as long as necessary to complete the agreed services and does not disclose such data to third parties, except as necessary to provide the booked services (e.g. payment processing) or as required by law.
- These Terms are governed by, and shall be construed in accordance with, the laws of the British Virgin Islands. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the British Virgin Islands.