GENERAL TERMS AND CONDITIONS

Restaurant Reservations and Dining – Saba Rock Restaurant

Bestate s.r.o., a limited liability company incorporated in the Czech Republic, with registered office at Evropská 2690/17, Dejvice, 160 00 Praha, Czech Republic, and company identification number 03858677, trading as “Saba Rock Resort” (the “Company”) and operating the restaurant at Saba Rock Resort (the “Restaurant”).

These General Terms and Conditions (the “Terms”) govern reservations and dining at the Restaurant at Saba Rock Resort. Accommodation bookings are governed by the separate Hotel Terms and Conditions of Saba Rock Resort.

Contact Information

- Legal name: Bestate s.r.o., trading as Saba Rock Resort.
- Company identification number: 03858677.
- Business address (registered office): Evropská 2690/17, Dejvice, 160 00 Praha, Czech Republic.
- Premises of the Restaurant: Saba Rock, North Sound, Virgin Gorda, VG1150, British Virgin Islands.
- Telephone: +1 (284) 393-9220.

1. Restaurant Reservations

- 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 12 (twelve) 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.
- For reservations of 12 (twelve) or more guests, 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 12 guests where 9 attend (a 25% shortfall), no fee is charged. For a reservation of 12 guests where only 4 attend (a shortfall of more than 50%), a fee of US$20 is charged for each of the 8 guests who did not attend (US$160 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.

2. Cancellation and Refund Conditions

- Groups of fewer than 12 guests: no card hold is taken and no cancellation fee applies.
- Groups of 12 or more guests: a card hold of US$20 per person is released, and not charged, where the reservation is honoured. It is charged in the event of a no-show or a cancellation less than 6 hours before the reserved time, and, in the case of a partial no-show, as set out in Section 1.
- Event tickets are transferable to another person but are non-refundable.
- Where a refund is due, it is returned to the original payment method. Processing times may vary depending on the issuing bank or card provider, and any applicable bank, currency-conversion or card-processing fees may be deducted.

3. Delivery of Services

- The Restaurant provides dining services, not physical goods; nothing is shipped to the guest. Services are delivered at the Restaurant's premises at the reserved date and time.
- Following booking, the guest receives a confirmation as described in Section 1.

4. Complaints and Dispute Resolution

- A guest who is not satisfied with the services should report the matter to the Restaurant on the spot where possible, so that it can be remedied, and may also submit a complaint in writing using the contact details at the beginning of these Terms.
- The Restaurant will review each complaint and will endeavour to resolve it amicably with the guest.
- Out-of-court dispute resolution: where a dispute with a consumer arising from the contract is not resolved by complaint or by agreement, the consumer may submit a proposal for out-of-court resolution of the dispute to the Czech Trade Inspection Authority (Česká obchodní inspekce, ČOI), the competent alternative dispute resolution body: Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR, Štěpánská 796/44, 110 00 Praha 1, Czech Republic; website: adr.coi.cz; email: adr@coi.cz; telephone: +420 296 366 360. The proposal may be submitted within one year of the date on which the consumer first asserted the disputed right with the Company.
- Where a dispute cannot be resolved amicably, it is governed by the laws of the British Virgin Islands and is subject to the exclusive jurisdiction of the courts of the British Virgin Islands (see Section 6).

5. Privacy and Data Protection

- The Restaurant collects the personal data that guests provide when making a reservation, such as name, contact details, booking details, special requests (e.g. dietary requirements) and payment card information.
- Personal data is used to process and manage reservations, take card holds and payments, provide the services, communicate with the guest and comply with legal obligations.
- Personal data is not disclosed to third parties, except to service providers engaged to provide the services (e.g. payment processors and booking system providers), who may use it only for those services, or where required by law.
- Personal data is kept only for as long as necessary to complete the agreed services and to meet legal obligations, and is protected by physical, electronic and administrative safeguards.
- A guest may request to review, update or correct their personal data by written request, using the contact details at the beginning of these Terms.
- Personal data is handled in accordance with the Data Protection Act, 2021 of the British Virgin Islands and, where applicable to the guest, the EU General Data Protection Regulation (GDPR).

6. Final Provisions

- By making a reservation, the guest confirms that they have reviewed, understood and accepted these Terms.
- These Terms are effective from 1 September 2026. The Restaurant reserves the right to amend these Terms, and the guest is required to comply with the Terms in force at the relevant time.
- 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.