

Cayman Kai Vacations



Specializing in offering the

ISLAND HOUSES OF CAYMAN KAI

*Vacation Rentals, Rental Management and Investment Properties
in the Cayman Kai/Rum Point area, Grand Cayman, Cayman Islands*

Web Site: www.caymankaivacations.com

Email: caymankaivacations@msn.com

Phone: (412) 828-2111 in USA

Mobile: (412) 977-8032 in USA

Fax: (412) 828-2115 in USA

Terms and Conditions for

*Cayman Kai Vacations & The Owners of
The Island Houses of Cayman Kai*

"Reservations Policy"

Room charges are quoted per night.

Check-In Time is 3:00 PM on the day of arrival.

Check-Out Time is 11:00 AM on the day of departure.

Tentative reservations are accepted. However, if a reservation is requested for the same period and a deposit is offered, the reservation backed with a deposit payment will take precedence. Therefore in case of overlap in requested dates our "Fair Treatment Policy" is to honor the first reservation to be confirmed by a deposit payment.

To allow you to secure plane reservations and avoid disappointment, upon your request, we can put a 48-hour hold on

accommodations for the nights you request, without any deposit. Otherwise, confirmation of dates will be after us receiving the deposit payment and clearing the funds into our account if it is a credit card, check, money order or wire transfer.

"Rentals Rates & Availability Policy."

All Seasonal rates published do not include the 13% Cayman Islands Government Accommodation Tax and must be added to all seasonal rates listed to determine the total rental cost, as in the case at all Cayman hotels, condos, and vacation rental properties.

We do not have to charge the \$4.00 Resort Fee per day or the 10% Hotel Service Charge that all hotels do.

Rental Rates listed for each property are based on the occupancy level of that property.

Rates for stays straddling two seasons are calculated according to the number of nights falling in each respective season.

All rates are subject to change until reservation is confirmed.

"Deposit/Final Payment Policy"

If you are booking direct with Cayman Kai Vacations, the deposit must be paid by Credit Card (Visa, Master Card, American Express), or Wire Transfer in USD. We can't accept personal checks.

If you are booking through some other agency (VRBO, HomeAway, Airbnb, FlipKey, etc.), the deposit and final payment will be paid in the matter they specify.

All payments through Cayman Kai Vacations, for Deposits, & Final/Balance Due, must be paid by Certified Bank Check, Money Order or Wire Transfer should be made out to "Cayman Kai Vacations."

Certified Bank or Money Order should be mailed to the following address:

Cayman Kai Vacations
244 Sweet Gum Road
Pittsburgh, Pa 15238 USA

All deposits and final payment for reservations from our International Guests (all countries except the USA and Canada) must be made by wire transfer. Once a reservation is accepted and confirmed, we will inform you by email the account information for the Wire Transfer.

If you wire transfer funds, please instruct your Bank to wire transfer the funds in USD and have all charges for the wire transfer prepaid. If your bank has to use an intermediate bank in the USA, please make sure your bank prepays their charges also so that we will receive the net amount of the deposit or final payment.

Note: should the remaining balance not be received on or before the due date indicated in the Confirmation of Reservation we forward, the reservation will be considered to be canceled by the reserving party and no refund of the deposit will be issued.

*Cayman Kai Vacations
is Merchant PCI DSS Compliant
(Payment Card Industry Data Security Standards)*



If you wish to pay by credit card, you must fill out a Credit Card Authorization Forms for your Deposit and Final/Balance Due Payments that will be emailed to you through Adobe Sign. Just click on the link in the email, and it will take you to the form. Complete the form and click send and it will be returned to us.

We will process your deposit payment immediately and your final payment no earlier than 30 days before your arrival date. We cannot confirm your reservation until we received these forms and processed your deposit payment and receive approval. We will confirm by email the processing and approval of your credit card payments.



If you wish to pay by PayPal, please let us know, and we will send you an invoice through PayPal. Once you received the invoice and paid through PayPal, I will confirm by email that I have received your payment.

Deposit and Final Payments

SUMMER/FALL/WINTER RESERVATIONS: *An initial 50% deposit of the total rental price which is non-refundable but "transferable" is required to book a reservation within 2 to 3 days to hold the reservation with the remaining balance payable no later than 30 days before arrival. Deposit and Final Payment may be made in the form of Credit Card, Certified Bank Check, PayPal, Money Order, or Wire Transfer in US dollars. Should the final payment not be paid on or before 30 days before your arrival indicated in the confirmation we emailed to you, the reservation will be considered to be canceled by the reserving party and no refund of the deposit will be issued.*

HOLIDAY RESERVATIONS: *An initial 50% deposit of the total rental price which is non-transferable and non-refundable is required to book a reservation within 2 to 3 days to hold the reservation during the Holiday period (dates listed on our website) with the remaining balance payable no later than 60 days before arrival. Deposit and Final Payment may be made in the form of Credit Card, Certified Check, PayPal, Money Order, or Wire Transfer in US dollars. Once the final payment is made it is non-transferable or non-refundable. Should the final payment not be paid on or before 60 days before your arrival indicated in the confirmation we emailed to you, the reservation will be considered to be canceled by the reserving party and no refund of the deposit will be issued and the reservation will be canceled.*

SUMMER/FALL/WINTER RESERVATIONS/HOLIDAY RESERVATIONS: *All reservations booked within thirty (30) days of arrival - or within sixty (60) days of arrival during Holiday season must be fully paid upon booking, and are non-transferable, non-refundable.*

We will confirm our receipt of all Deposits and Final Payments to you by email.

"Transfer and Cancellation Policy"

The Initial Deposit for Summer/Fall/Winter Reservations we require to confirm a reservation, while not refundable, is "completely transferable without penalty" - to a new stay booked within the twelve months following the date of cancellation, to the same property that you reserved, subject only to availability and rates in effect during the season in which the new reservation falls. However, we must be notified by phone (412-828-2111) or writing (e-mail caymankaivacations@msn.com or letter to Cayman Kai Vacations, 244 Sweet Gum Road, Pittsburgh, PA 15238 USA), at least thirty (30) days before confirmed arrival date for the reservation. We will hold your deposit and final payment and apply to the new dates. If we do not receive notification before these dates, you will not be able to transfer your reservations, and there will be no refund of your deposit.

If you have to cancel your Summer/Fall/Winter Reservation, we will make every effort to rent the property. If we are successful to rent the property for the same period the original reservations dates were for, we will refund your deposit/final payment less credit card charges and agent commission. If we can only rent the property for part of the original reservations were for, we will refund only that portion of the reservation is rented for less credit card fees and agent commission. We suggest that you get trip insurance to protect yourself in case that you have to cancel your reservation

Summer/Fall/Winter Reservations within thirty (30) days of arrival must be fully paid upon booking, and are non-transferable, and non-refundable.

The Initial Deposit for Holiday Reservations we require to confirm a reservation is non-transferable or non-refundable. Should, for whatever reason the remaining balance not be paid on or before 60 days before your arrival indicated in the confirmation we emailed you the reservation will be considered to be canceled by the reserving party and no refund will be issued and the reservation will be canceled. Once the remaining balance is paid, the reservation is non-transferable, non-refundable. However, we must be notified by phone (412-828-2111) or writing (e-mail

caymankaivacations@msn.com or letter to Cayman Kai Vacations, 244 Sweet Gum Road, Pittsburgh, PA 15238 USA), at least sixty (60) days before confirmed arrival for your reservation.

If you have to cancel your Holiday Reservation, we will make every effort to rent the property. If we are successful to rent the property for the same period the original reservations dates were for, we will refund your deposit/final payment less credit card charges and agent commission. If we can only rent the property for part of the original reservations were for, we will refund only that portion of the reservation is rented for less credit card charges and agent commission. We suggest that you get trip insurance to protect yourself in case that you have to cancel your reservation.

This policy, although perhaps less flexible than that of many large hotel chains, is essential to the survival of rental property operating on a Caribbean island. Unlike most hotels in the US, Canada, Europe and other metropolitan areas, ours cannot count on any "local trade," or guests arriving by car at the last minute. We depend exclusively on an overseas clientele arriving by air for visits invariably planned well in advance. The cancellation notice stipulated is the minimum we consider necessary to have any chance of rebooking accommodations. And, for those foreseeing any possible reason for canceling at the last minute, we strongly suggest purchasing travel insurance, to cover the cost of both your accommodations and airfare. We do hope that you can appreciate our situation as independent innkeepers in the Caribbean, and we sincerely thank you for your understanding.

No shows and early departures are all non-refundable.

Hold Harmless & Terms & Conditions Agreement Policy

A "Hold Harmless & Terms & Conditions Agreement" for the use of the individual property and its amenities must be signed and return with your deposit. If we do not receive it by the time of your arrival, we have the right to refuse your entry to the property.

"Occupancy Policy"

All Island Houses are licensed to accommodate a maximum of six people. At no time will more people be allowed in or on the property without prior permission from the owner.

The Island Houses of Cayman Kai are in a tranquil, relaxing family-friendly vacation and residential area. No loudness or any other activity or behavior that could be disturbing to other Guests or Neighbors is allowed at any time in the unit or on or near the property.

The Island Houses only can be used for residential vacation rental purposes only. Special events such as parties, receptions, etc. shall not be allowed without the express written consent of Cayman Kai Vacations. You shall not use the property for filmmaking, photo shoots or other commercial use, nor for any unlawful, improper, or offensive use.

Use of the property, grounds, and amenities of the Island Houses by the guests, their families and guests are subject to the Hold Harmless and Terms and Condition Agreement which is provided at the time of making a reservation. By renting one of the Island Houses, all parties agree to be bound by Terms of this Agreement.

Over-crowding or misrepresentation is grounds for immediate eviction without refund. This unit cannot be sublet or assigned to others.

Cayman Kai Vacations or the Property Management Company has the right to terminate the rental and evict the Guest immediately if, in their judgment, any of these policies are violated.

"Non-Liability and Indemnification of Owner and Agent"

Cayman Kai Vacations and the Owners of individual Island Houses are held harmless and will not be held liable or responsible for any disasters, acts of God, accident, or unforeseen event that may affect the vacation rental. Guest(s) agrees to hold harmless and indemnify Cayman Kai Vacations and the Owners from any and all costs, expenses, legal proceedings, legal fees, suits, claims, or demands, whether from loss of life or injury to Guest (s) and invitees of Guest.

"Responsibilities."

The Guest(s) accepts all responsibilities including but not limited to acts of his/her children, and all guests or visitor's for any Loss or Damage to the Island House and equipment used while they are renting the property. The Guest(s) agrees to fully compensate the Owners of the Island House for any Loss or Damage to the Island House and equipment, except for any Loss or Damage caused by Acts of God (including such events as weather conditions or earthquakes) and any Loss or Damage caused by faults or deficiencies in the property and equipment. Cayman Kai Vacations has the rights without recourse from the renter to charge their credit card for any Loss or Damage to the Island House or equipment.

Cayman Kai Vacations and the Owners are not responsible for articles lost, stolen, or left behind in the unit and are not liable for any damages to persons or their property while at the rental property. Cayman Kai Vacations acts as an Agent for the Owner; Owner's discretion prevails.

If the renter loses the keys to the Island House or locks themselves out of the Island House, there will be a charge of \$35.00 to get the property manager to let them in and replaces the keys.

"Condition of Premises"

The Properties and contents are privately owned. The Properties are rented with Owner's furnishings and equipment and Cayman Kai Vacations, or the Owner will not be responsible for providing additional furnishings or equipment that are not listed. If additional furnishings or equipment is requested, we will make every effort to obtain them for you at an additional charge. Equipment listed for each Island Houses can change at any time for many reasons. Cayman Kai Vacations and the Owners will to the best of their ability to keep the published equipment up to date on the website updated with the equipment offered by the Owner but cannot guarantee it will be there. All information, policies, rates, availability dates, amenities and Terms and Conditions listed on this website for Cayman Kai Vacations and each Island House are believed to be true and correct but can change at any time. If there is a change or difference in the listed information, policies, rates,

availability dates, amenities and Terms and Conditions and the actual information, policies, rates, availability dates, amenities and Terms and Conditions for your selected Island House before a reservation, we will try to notify you of this.

No items belonging to the Owner shall be removed from the property. Should any equipment be out of order (including but not limited to appliances, hot tubs, TV, Internet Service, etc.), you should report any damage or out of order to the Management Company immediately. The Management Company will undertake reasonable efforts to remediate reported problems during normal business hours. Please keep in mind that being on a remote island can often delay the receiving of parts and repairs. There will be no refunds for such inconvenience. Guest authorizes Cayman Kai Vacations, Management Company or property Owner to repair damages or losses caused by Guest or invitees of Guest, at the expense of Guest. Also, please do not turn the dial on the refrigerator colder than the recommended setting. Doing so will cause the appliance to shut down.

The renter agrees to keep the premises, both inside and outside of the Island House, in a clean and orderly condition. We do not require a security deposit, but if in the opinion of the Property Manager, the renter leaves the property in an unclean condition, over and above the normal, Cayman Kai Vacations has the right to charge the renters credit card (without recourse) for the additional charges to bring the Island House back to normal condition. The renter will be advised of these charges.

"Access to Premises"

Owner or Agent may enter premises for the following reasons: Assessing damages or malfunctions, to perform repairs and maintenance, to supply services agreed upon, if the unit is for sale (We will provide 24 hours' notice to show the unit at a reasonable hour), or in the case of emergency. (We reserve the right to enter the property any time for safekeeping and prevention of further damage).

"Smoking."

All properties are smoke-free. Guests may smoke outside only. If our management company determines that there has been smoking in

the Island House, your credit card will be charged a cleaning fee to eliminate the effects of smoking. Please dispose of all smoking materials appropriately and do not discard on the grounds.

"Pets."

All Pets are not allowed in the Island House or on the property or common area of the Island Houses at any time.

"Subject to Change"

All pictures, videos, and amenities of the Island Houses are current as possible but all advertised furniture and amenities are subject to change without notice, and no compensation will be given if they are different or not there. Changes can occur after a reservation is made due to, remodeling, mechanical failure, serving, stolen or misplaced amenities, etc.

"Event Policy"

The inability to occupy any Island House, because of an any event or events occurring at the Island House rendering it unsuitable for habitation for the period of your reservation that Cayman Kai Vacations or the Owners of the Island Houses has no control over, we will apply the entire initial deposit or full payment to an alternate stay within the twelve months following your dates of reservations, subject only to availability. If for what ever reason the Island House cannot be occupied within this twelve months period, the initial deposit or full payment will be refunded less commission charges. Current rates, in effect when the reservations were made, will apply.

Cayman Kai Vacations recommends that you purchase "Trip Cancellation" to protect your investment on your reservations. We especially highly recommend if you are traveling during the official hurricane season from June 1 to November 30. The insurance will cover you in most cases (medical, emergencies, etc. and in the case of a natural disaster) --- please verify all terms and conditions with the insurance company.)

Exceptions/Changes to the Terms and Conditions Agreement

Any exceptions or changes to the Terms and Conditions Agreement can only be made by the Owner of the Individual Island House.

We can offer you “*Travel Protection*” to protect your trip
through
“*Travel Guard*”



(Click on the above picture to get a quotation for your trip.)

EVENT POLICY - If the local authorities issues a Tropical Storm Warning, a Hurricane Warning (see below for details) for Grand Cayman or some such natural disaster threatens or damages any Island House, these properties may close before or during your scheduled reservation, and you may be asked not to come or be asked to leave early. If you do not purchase "Trip Cancellation" insurance coverage, and are unable to travel for whatever reason, are unable to stay in any of these properties, or are asked not to come or leave early, or unable to travel due to the closing of the Grand Cayman Airport, Cayman Kai Vacations will hold on account for one year, your deposit or complete payment for your reservations or the unused balance of your reservation which may be applied toward the payment for any new reservation beginning within one year of the originally scheduled arrival date. We will not hold your balance on account if the storm is not a threat to Grand Cayman and you are unable to travel because of canceled or delay flights. If you have to extend your stay because you can't leave Grand Cayman because of a Tropical Storm Warning, Hurricane Warning or Hurricane strike, these properties will give you a discounted rate while you remain at their Island House.

**A Tropical Storm is defined/validated by the [National Hurricane Center](#) which the sustained surface winds are 39-73 mph.*

**A Hurricane is defined/validated by the [National Hurricane Center](#), typically a tropical cyclone/hurricane in which the maximum sustained surface winds are 74 mph (64 knots) or greater.*

We have no control of weather in other areas of the world. If you are on the Island and cannot get a flight to the island on your

departure date due to weather in your arrival area, we will make every effort to either extend your stay in the present Island House or another Island House. The rate charged for the additional days will be at the present rental rate at that time. If we do find accommodations, we will charge your credit card on file with us for the extra time spent at the other Island House. We will also look for other accommodations if no other Island House is available.

"Privacy, Credit Card PCI DSS Compliance and Security Policy"

We respect the privacy of every individual who visits our website. Cayman Kai Vacations is committed to protecting your Privacy and Credit Card information supplied to us. We take great measures to ensure the privacy, confidentiality, and security of any personal or credit card information given to us with regards to your reservation. All personal information and credit card information supplied will remain within Cayman Kai Vacations and will not be shared with any external entity. No credit card information will be stored on our computer system at any time. Your personal information will not be sold, distributed or published in any manner whatsoever.

Cayman Kai Vacations meets the PCI data security requirements by passing a Security Metrics Site Certification vulnerability scan and is tested quarterly to ensure that high-security standards are maintained, which significantly reduces the risk that this site will be compromised and credit card or other sensitive data will be stolen or misused.

All information, policies, rates, availability dates, amenities and Terms and Conditions listed on this website for Cayman Kai Vacations and each Island House are believed to be true and correct but can change at any time. If there is a difference in the listed information, policies, rates, availability dates, amenities and Terms and Conditions and the actual information, policies, rates, availability dates, amenities and Terms and Conditions for your selected Island House, we will contact you before we finalize any reservation.

All rentals will be subject to the renter (Tenant) signing a Hold Harmless and Terms and Conditions Agreement which will be emailed to you, before occupying the house.

In advance of the acceptance and signing of the Hold Harmless and Terms and Conditions Agreement, pricing and policies are subject to change without prior notice.

These Terms and Conditions are subject to change without notice and to the discretion of Cayman Kai Vacations and the Owners of the properties.