

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 Island Houses of Cayman Kai

"Reservations Policy"

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

In order 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 subsequent to us receiving the deposit payment and clearing the funds into our account if it is a check, money order or wire transfer.

"Rentals Rates & Availability Policy"

All rates do not include the 13% Cayman Islands Government Accommodation Tax, and must be added to all rates listed, 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 Island House are based on the occupancy level of that Island House. An extra roll-a-way bed can be supplied upon request at an additional charge.

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

"Deposit/Final Payment Policy"

All payments can be made in the form of Credit Card, Check, Money Order or Wire Transfer.

All Deposits and Final/Balance Due payments should be sent in the form of Checks, Money Orders and should be made out to "Cayman Kai Vacations" and mailed to the following address:

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



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. Please complete the forms and print, sign and fax to Cayman Kai Vacations at 412-828-2115. Since email is the least secure way of transmitting information, we request that you do not email these completed forms back to us for security reasons. We will process your deposit payment immediately and your final payment no earlier than 30 days prior

to your arrival date. We cannot confirm your reservation until we received these forms and process your deposit payment. We will confirm by email the processing and approval of your credit card payment.

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



See below Certification

All deposits and final payment for reservations from our International Guests (all countries except the USA and Canada) must be made by credit card or wire transfer. Once reservations are made 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 we will receive the net amount of the deposit or final payment.

SUMMER/WINTER RESERVATIONS: *An initial 50% transferable, but non-refundable deposit is required to book a reservation within 5 to 7 days to hold the reservation, with the remaining balance payable no later than one month before arrival -- Deposit may be made in the form of Check, Money Order, or Wire Transfer in US dollars. Should the remaining balance not be paid on or before the due date indicated in the confirmation we forward, the reservation will be considered to be cancelled by the reserving party and no refund of the deposit will be issued.*

HOLIDAY RESERVATIONS: *An initial 50% transferable, but non-refundable deposit is required to book a reservation within 5 to 7 days to hold the reservation during the Holiday period (dates listed on our web site), with the remaining balance payable no later than two months before arrival. Deposit may be made in the form of Check, Money Order, or Wire Transfer in US dollars. Should the remaining balance not be paid on or before the due date indicated in the confirmation we forward,*

the reservation will be considered to be cancelled by the reserving party and no refund of the deposit will be issued.

All reservations booked within thirty (30) days of arrival -- or within sixty (60) days of arrival during high or Holiday season -- must be fully paid upon booking, and are non-transferable, non-refundable and fixed, final.

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

Hold Harmless & Terms & Conditions Agreement Policy

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

"Transfer and Cancellation Policy"

The initial deposit 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 Island House that you reserved, subject only to availability and rates in effect during the season in which the new stay 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 forty-five (45) days prior to confirmed arrival for all reservations except those with arrival or departure during High or Holiday seasons, for which we require sixty-five (65) days prior notice. Once the remaining balance is paid, the reservation is non-transferable, fixed, and final. All reservations booked within thirty (30) days of arrival -- or within sixty (60) days of arrival during high or Holiday season -- must be fully paid upon booking, and are fixed, final, non-transferable. Should, for whatever reason the remaining balance not be paid on or before the due date indicated in the confirmation we send out, the reservation will be considered to be cancelled by the reserving party and no refund will be issued. This policy, although perhaps less flexible than that of many large hotel chains, is essential to the survival of a modestly-sized inn or 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.

"Occupancy Policy"

All Island Houses are licensed to accommodate a maximum of six to eight people. At no time will more people be allowed in or around the property.

The Island Houses of Cayman Kai are set 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 shall 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 the Terms of the Hold Harmless and Terms and Condition 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/or invitees of Guest.

"Responsibilities"

The Guest(s) accepts all responsibilities including but not limited to acts by themselves, his/her children and all invited guests or visitor's for any Loss or Damage of the Island House and equipment used while they are renting the property and 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 and Owner 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.

"Condition of Premises"

The properties and contents are privately owned. The Properties are rented with Owner's furnishings and Cayman Kai Vacations will not be responsible for providing additional furnishings or equipment that the owner does not have. 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, washing machine, TV, Internet Service, etc.), you should report any damage to the Management Company. 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 loses caused by Guest or invitees of Guest, at the expense of Guest. Guests are required to notify us of any

defects or problems associated with the property immediately including but not limited to, appliances, audio/visual equipment, furnishings, hot tubs, jacuzzis, etc. 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 voluntarily accept all responsibility for any Loss or Damage of the Island House and equipment used while they are renting the property and agrees to fully compensate the Owner 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.

"Access to Premises"

Owner or Agent may enter premises for the following reasons: Assessing damages or malfunctions, to perform repairs and/or 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 case of emergency. (We reserve the right to enter the property any time for the purpose of safekeeping and/or prevention of damage).

"Smoking"

All properties are smoke-free. Guests may smoke outside only. Please dispose of all smoking materials appropriately and do not discard on the grounds.

"Pets"

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

"Subject to Change"

Advertised amenities are subject to change without notice or compensation. 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 a 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 every reason the Island House cannot be occupy 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 case of a natural disaster) --- please verify all terms and conditions with the insurance company).

[*Travel Insurance Company - Compare all major Travel Insurance Companies*](#)

Review information about all major companies that sell insurance. Compare plans, products and coverage's. Complete a quote, to see prices and plans that match your insurance needs.



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 cancelled 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.*

These policies are subject to change without notice and at the discretion of Cayman Kai Vacations or the Owner of the Island House.

"Privacy, Credit Card PCI DSS Compliance & 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.

Merchant PCI DSS Compliance

The Payment Card Industry (PCI) Data Security Standards (DSS) are now required for all merchants, including:

*Retail (brick-and-mortar)
Mail/telephone order
e-Commerce*

All major credit card associations such as Visa, MasterCard, American Express, Discover, Diners Club and JCB all endorse, and require the unified PCI Data Security Standards.

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.

To view detail information and requirements concerning PCI DDS Compliance click - [PCI Compliance](#)

securityMETRICS®

Certificate of PCI DSS Merchant Compliance

Payment Card Industry Data Security Standards Validation

Based on the information provided by the merchant listed below involving its security policies, procedures, and regulations, Security Metrics has found the merchant to be compliant with the Payment Card Industry Data Security Standards (PCI DSS) endorsed by Visa, MasterCard, American Express, Discover, and JCB card brands.

Cayman Kai Vacations

Web Address: c-67-163-224-243.hsd1.pa.comcast.net

Self Assessment Questionnaire (C 1.2) Compliant

Click on



to see the actual Certification from the Security Metrics Web Site




Security Metrics recognizes the merchant for its efforts to reduce credit card theft and fraud. By achieving PCI certification, this merchant is maintaining rigorous data security standards to ensure that its customer's credit card information remains safe and secure. In order to maintain PCI DSS compliance the merchant's self-assessment questionnaire must be passed every 12 months and any scans, if applicable, must be passed every 3 months.

www.securitymetrics.com
www.pcisecuritystandards.org

Ian Taylor
Director of Security Fulfillment

All information, policies, rates, availability dates, amenities listed on this web site for Cayman Kai Vacations and each individual 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.

This policy is subject to change without notice and to the discretion of Cayman Kai Vacations and the Owners of the properties.

<i>Need more information or have questions</i>	
<small>© 2011 Cayman Kai Vacations All Rights Reserved</small> Mail to: Wagner@thissite.com Click here to send E-Mail!	caymankai vacations@msn.com
	<i>Robert Wagner Phone Number (412) 828-2111</i>



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