

## Shoal Bay Villas Cancellation Protection

In case of an unexpected event resulting in the cancellation of your planned vacation within our 60-day cancellation penalty period, we ask that you consider purchase of our Cancellation Fee Waiver to protect your deposit.

By accepting our Cancellation Fee Waiver, you are able to cancel your reservation up to ***one day prior to your arrival date***. With no penalty in circumstances such as injury, illness or death within your immediate family or natural disasters, severe weather (including storms and hurricanes) resulting in complete cessation of services by your airline etc., in accordance with our cancellation fee waiver policy (see *Terms & Conditions* below).

Our waiver also covers cancellation charges if you must interrupt or shorten your stay for any of the aforementioned reasons.

### ***Terms & Conditions***

- You must accept and pay the Cancellation Fee Waiver at the time of booking and deposit payment.
- No fee waivers will be granted after your deposit is received or processed. The cost for the cancellation fee waiver is calculated at **3% of your total stay at Shoal Bay Villas** (accommodation only, not including any taxes, service charges and other fees).
- The cancellation protection offered by the Cancellation Fee Waiver is **not** available for same day or the next day bookings.
- The Cancellation Charge Waiver fee is nonrefundable.

### ***Shoal Bay Villas Cancellation Fee Waiver Policy***

Shoal Bay Villas agrees to waive any cancellation fees and penalties under the following circumstances:

1. The airline cancels your flight and does not offer you an alternative itinerary for travelling on the same or following day. You must advise Shoal Bay Villas as soon as you can but not later than 48 hours after you receive the notice of cancellation or change of your flight.
2. Your flight is delayed, and you are unable to arrive on the scheduled day or the following day.
3. You must cancel or interrupt your stay at Shoal Bay Villas due to a serious illness, injury, or death (as certified in writing by a Physician), that prevents your continued participation in the Trip that affects
  - a. You,
  - b. an immediate family member of yours,
  - c. your traveling companion,
  - d. a business partner, or
  - e. your traveling companion's immediate family member. (An immediate family means husband/wife, siblings, children, or parents.)

4. You or your traveling companion have been hijacked, quarantined, required to serve on a jury, served with a court order to appear as a witness in a legal action in which you or your traveling companion is not a party.
5. You or your traveling companion is the victim of a felonious assault within 10 days of the scheduled departure date of your trip.
6. Your or your traveling companion's primary place of residence or destination is made uninhabitable and remains uninhabitable during your scheduled trip, by fire, flood, or other natural disaster, vandalism, or burglary of your primary place of residence within 10 days of departure.
7. You or your traveling companion have been directly involved in a traffic accident, substantiated by a police report, while en route to your scheduled point of departure.
8. Strike that causes complete cessation of services for at least 24 consecutive hours of the common carrier on which you or your traveling companion are scheduled to travel.
9. Inclement weather which causes complete cessation of services for at least 24 consecutive hours of the common carrier on which you or your traveling companion are scheduled to travel.
10. Your or your traveling companion's involuntary employment termination or layoff.

***Fee waiver provisions***

In case of a fee waiver claim, contact Shoal Bay Villas by phone or email immediately or as soon as possible (but within 3 days), to report your cancellation, interruption or delayed arrival to avoid non-covered charges due to late reporting. Notice given by phone needs to be confirmed in writing (e-mail) within 5 days.

If You are prevented from your scheduled stay or must interrupt your stay due to illness or injury or any other medical reason mentioned above, you should obtain medical care immediately. We require a written certification by the treating Physician at the time of illness or injury. In case of other reasons for cancellation, interruption or delaying of your arrival, please send us all supporting documents by email within 3 days of the event.

**This cancellation fee waiver is not travel insurance.** It is available to guests of Shoal Bay Villas, Anguilla and only covers the applied cancellation fees outlined under Shoal Bay Villas Cancellation and Deposit Policy.