



General Terms and Conditions

1. Introduction

Welcome to Rancho Santana, operated by Rancho Santana Inc. & Compañía Limitada, a company registered in Nicaragua, with its registered address at Rancho Santana, Comarca Limon #1, Tola, Rivas, Nicaragua, 48500 (“**we**,” “**us**,” “**our**”). These terms and conditions (“**Terms**”) govern the booking of accommodation and activities at Rancho Santana (“**Booking**”) made through our website at <https://ranchosantana.com> (“**Website**”).

Please read these Terms carefully before placing a Booking. By placing a Booking, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, you should not place a Booking. Your use of the Website is also subject to these Terms where expressly stated.

By placing a Booking, you confirm that you are at least 18 years of age (or the age of legal majority in your jurisdiction of residence, if higher) and that you have the legal capacity and authority to enter into these Terms. Where you place a Booking on behalf of other guests, you confirm that you have the authority to bind each member of your party to these Terms, and you accept responsibility for all members of your party.

These Terms are in the English language. Please see a Spanish language equivalent of the Terms, found here: [\[insert Spanish translated version\]](#). If there is any dispute or inconsistency between the English and Spanish language version of these Terms, the English version will take precedence.

RANCHO SANTANA

The **Privacy Policy** and **Cookie Policy**, set out at the end of these Terms, will apply to any personal data collected in connection with your Booking and your use of the Website.

2. Booking Modifications and Cancellations

If you fail to attend your Booking, you will be charged 100% of the total cost of your Booking.

The modification and/or cancellation charges set out in the table below are in addition to the no-show charge referred to above.

If you wish to modify or cancel your Booking, please contact us at [reservations@ranchosantana.com]. We have different modification and/or cancellation policies depending on the date(s) of modification and/cancellation of your Booking.

The table below sets out the modification and/or cancellation charges that will apply to you depending on the date of your modification and/or cancellation of your Booking:

Policy	Date(s) Policy applies	Modification and/or cancellation date	Modification and/or cancellation charge
Summer & Green Season	1 May to 31	Request for modification of Booking 14 days or more than prior to check-in.	\$25 processing charge.
	October (of each year).	Request for cancellation of entire Booking less than 14 days prior to check-in.	100% of the cost of the Booking.

RANCHO SANTANA

		Request to reduce length of Booking less than 14 days prior to check-in.	50% of the cost of the Booking.
		Request to reduce the length of the Booking after check-in.	100% of the total cost of the reduced portion of the Booking.
Holiday Season	17 December to 10 January	Modification and/or cancellation 45 days or less prior to check-in.	100% of the total cost of the Booking.
		Modification and/or cancellation more than 45 days prior to check-in.	50% of the total cost of the Booking (non-refundable).
Other (Standard Cancellation)	Any date outside of Summer & Green and	Modification more than 30 days prior to check-in.	\$25 processing charge.
		Modification and/or cancellation more than 30 days prior to check-in.	\$25 processing charge.
		Cancellation of Booking 30 days or less prior to check-in.	100% of the total cost of the Booking.

RANCHO SANTANA

	Holiday Season.	Reductions in length of stay 30 days or less prior to check-in	50% of the total cost of the reduced portion of the Booking.
		Reductions in length of stay after check-in.	100% of the total cost of the reduced portion of the Booking.

3. Check-In and Check-Out

The following check-in and check-out times will apply to your Booking:

- **Check-In Time:** 3:00 pm;
- **Check-Out Time:** 11:00 am.

If you require early check-in or late check-out, this will be subject to our availability to do so, and there may be additional charges for this. We will communicate to you at the time of your request.

4. Rates and Charges

Standard services

As part of our standard service for a Booking, we will include the following services:

- Pre-Arrival and On-Property Concierge Services;
- Housekeeping;
- Internet in residence and common areas;
- Access to all amenities;
- Tennis and pickleball courts and equipment;

RANCHO SANTANA

(The following inclusions apply to reservations booked at our Best Available Rate for the Ocean View Homes, Luxury Collection.)

- *Butler service;*
- *an in-home chef;*
- *4×4 vehicle; and*
- *private driver.*

Additional Services

We may offer additional optional services in addition to the standard services, which will be subject to additional charges, including, spa, golf, surf, horseback-riding, special activities and events.

Certain additional services, including but not limited to excursions, tours and car hire, taxi services, airport transfers and other activities, may be provided by independent third-party operators that are not owned, controlled, managed or supervised by us. Where we arrange or facilitate the provision of any such third-party service, we act solely as an intermediary or booking facilitator as a convenience to guests and are not a party to the contract between you and the relevant third-party provider.

If you wish to request additional services, please contact us at concierge@ranchosantana.com.

Third-Party Excursions and Activities

Where you book or participate in any excursion, tour, recreational activity, or car hire provided or facilitated by a third-party operator during your stay at Rancho Santana (whether arranged through us or booked by you directly on-site), you acknowledge and

RANCHO SANTANA

agree that: (a) such service is provided solely by the relevant third-party operator and not by us. Such relevant third-party operator is solely responsible for its acts, omissions, employees, agents, vehicles, equipment, operations, insurance coverage, and compliance with applicable laws and regulations; (b) we act only as an intermediary in facilitating access to such services and are not a party to any agreement between you and the relevant third-party provider; (c) to the fullest extent permitted by applicable law, we do not accept any responsibility or liability for the acts, omissions, negligence, or defaults, and for the results thereof, of any third-party operator, including the condition, roadworthiness, or suitability of any vehicle provided; (d) your participation in any such activity or use of any such service is subject to the terms and conditions of the relevant third-party operator, including any applicable liability waivers; (e) any claim arising out of or in connection with such service must be brought against the relevant third-party operator and not against us; (f) the facilitation of any third-party service by us shall not be construed as an endorsement, warranty, guarantee, representation, or assumption of responsibility regarding the quality, safety, suitability, availability, or performance of such service; and (g) where car hire is arranged, you are responsible for ensuring that you hold all necessary licences, permits, and insurance required to operate a vehicle in Nicaragua.

5. Payment

- **When payment is due:** you must make payment at the time of placing of your Booking.
- **Methods for payment:** We accept VISA, MASTER CARD, AMERICAN EXPRESS.
- **Currency:** Any payment to be made by you must be made in Nicaraguan Córdobas

RANCHO SANTANA

- **Security Deposit:** A deposit of [\$150 for the hotel / \$500 for Ocean-View Homes, Garden View Casitas, Residential Suites, and Pacific Condos] is required [per accommodation] at the point of check-in to cover incidental costs.
- **Refunds:** if we are required to give you a refund, we will issue such refunds within [5-10 business] days of our agreement to do so.

6. Our responsibility to you

Your health and safety is important to us. We have installed warning signs and health and safety equipment at our premises to assist you. Please note that in addition to the liability terms set out in these Terms, for any recreational activity you must sign an activity waiver before participation in such recreational activity. The activity waiver sets out your responsibilities and assumption of risks, including death and personal injury.

7. Disclaimer and your responsibilities

By placing a Booking, you acknowledge and accept that Rancho Santana is located in a remote, tropical environment. You assume all risks associated with the natural terrain, wildlife, ocean and water conditions, tropical weather, and the distance from medical and emergency facilities. You are responsible for assessing your own suitability for the conditions at Rancho Santana prior to your arrival.

You are responsible for disclosing any pre-existing medical conditions, allergies, or physical limitations that may affect your stay at Rancho Santana, including your ability to safely navigate the premises, accommodation, and surrounding grounds. Your participation in any recreational activities shall be subject to separate activity waivers provided at the time of participation.

RANCHO SANTANA

We strongly recommend that you obtain comprehensive travel insurance and medical insurance prior to your arrival at Rancho Santana. Such insurance should, at a minimum, cover cancellation, medical expenses, emergency evacuation, and personal liability. We shall not be liable for any costs or losses incurred by you as a result of your failure to obtain adequate insurance coverage.

Except in cases of established negligence, we will have no responsibility or liability to you for:

- personal injury, death, or accident occurring on or about the premises or in connection with resort transportation services provided as part of your Booking (including the use of any vehicle and private driver), including but not limited to slips, trips, and falls, road traffic incidents, or any stolen, lost, or damaged personal property;
- any delays or changes in your itinerary due to any carrier, hotel, airline, villa, ground operator, or anyone else that does not render any services or accommodations;
- any act or failure to act by any third party, including in relation to third-party transportation services;
- absence of travel documents, passports, visa and health certificates; or
- temporary loss or interruption of utilities, including water, electricity, or internet services, or any disturbance arising from construction, maintenance, or the conduct of other guests or neighbouring properties.

Force Majeure: We are not liable for any situation caused by events beyond our control, such as natural disasters, pandemics, or political unrest. If the Booking is

RANCHO SANTANA

delayed or postponed due to an event of force majeure, we [may review the application, on a case-by-case basis].

You agree to reimburse Rancho Santana, its officers, employees and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your breach of these Terms; (b) your negligent or wilful acts or omissions during your stay; (c) any damage caused by you to our property or the property of any third party; or (d) any claim brought by a third party as a result of your conduct at Rancho Santana.

7. Your Conduct

You are expected to behave respectfully at all times and not cause disturbance to other guests. In particular, you shall: (a) not exceed the maximum occupancy for your accommodation as notified to you at the time of Booking; (b) not engage in any illegal activity or use, possess, or distribute any prohibited substances on the premises; and (d) not cause damage to our property or the property of any third party.

You will be charged for any damage caused by you to our property or the property of any third party. We reserve the right, in our sole discretion, to terminate your Booking and require you to vacate the premises immediately and without refund in the event of any material breach of this section.

8. Amendments

You acknowledge that you have read and accepted these Terms as part of your Booking and/or use of the Website. We reserve the right to amend these Terms and/or the Website at any time. Any changes we make will not apply retroactively unless required by law. Any changes to the Terms will be posted on our website.



9. Governing Law

These Terms, and any disputes or claims in relation to these Terms, are governed by the laws of Nicaragua. Any disputes or claims in relation to these Terms will be resolved by the courts of Nicaragua.

To the fullest extent permitted by applicable law, you agree that any dispute or claim arising out of or in connection with these Terms or your Booking shall be brought solely in your individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding. You hereby waive any right to participate in any such proceeding.

These Terms, together with any activity waivers signed by you and the Privacy Policy and Cookie Policy set out below, constitute the entire agreement between you and Rancho Santana in relation to your Booking and supersede all prior agreements, representations, and understandings, whether written or oral, relating to the same subject matter.

If any provision of these Terms is found by any court or competent authority to be invalid, unlawful, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable. If such modification is not possible, the relevant provision shall be deemed severed from these Terms. Any modification or severance of a provision under this section shall not affect the validity and enforceability of the remaining provisions of these Terms.

10. Withdrawal or Suspension of the Website.

Our Website is available free of charge to you. We do not guarantee that the Website, or content contained on it, will always be available or be uninterrupted. We may



suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

Privacy Policy

1. Introduction

At Rancho Santana, we are committed to protecting your privacy and handling your personal information in a transparent and secure manner. This Privacy Policy explains how we collect, use, disclose, store, and protect your personal information when you use our website and services.

By using our Website or services, you acknowledge that you have read, understood and granted your consent in order for us to use your information in accordance with this Privacy Policy.

2. Information Collection

- **Personal Information:** We collect personal information such as your name, email address, phone number, and payment details when you make a reservation.
- **Usage Data:** We collect information on how you use our Website through cookies and similar technologies.
- **Data protection laws:** We will ensure that we always comply with applicable data protection laws in respect of your personal information and only for lawful, legitimate, and specified purposes.

3. Use of Information

RANCHO SANTANA

- **To Provide Services:** We use your information to manage your reservations, provide customer service, and process payments.
- **Marketing:** With your consent, we may use your contact information to send you promotional materials.
- **Retention of personal information:** We will retain your personal information where we have an ongoing interest or legitimate need to do so (for example, to manage your reservation or to comply with applicable legal, tax or accounting requirements). Once retention is no longer necessary, personal information will be securely deleted, anonymized, or destroyed in accordance with applicable law.

4. Data Sharing

Service Providers

We may share personal information with trusted third-party service providers that assist us in operating our Website, processing payments, managing reservations, providing customer support, or performing other business functions. Such providers shall process personal information only under our instructions and subject to appropriate confidentiality and security obligations.

Legal Requirements

We may disclose personal information when required by law, court order, governmental authority, or other legally binding request.

International Transfers



If personal information is transferred outside Nicaragua, we will implement appropriate safeguards and measures to ensure an adequate level of protection consistent with applicable data protection laws.

5. Data Security

We implement appropriate technical, administrative, and organizational measures designed to protect personal information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or misuse.

Such measures may include:

- Encryption Technologies.
- Secure servers,
- Access controls.
- Staff confidentiality obligations.
- Regular security monitoring and updates.

While we strive to protect personal information, no method of transmission over the Internet or electronic storage is completely secure.

6. Your Rights

Subject to applicable law, you have the following rights regarding your personal information:

- Right of Access: To know whether we process your personal information and obtain a copy of it.

RANCHO SANTANA

- Right of Rectification: To request correction of inaccurate, incomplete, or outdated information.
- Right of Cancellation or Deletion: To request deletion of personal information when legally applicable.
- Right to Object: To object to certain processing activities.
- Right to Withdraw Consent: To withdraw consent previously granted, without affecting the lawfulness of processing carried out before such withdrawal.
- Right to Update Information: To request updates to personal information that has changed.

Requests may be submitted using the contact information provided below. We may request reasonable proof of identity before processing a request.

7. Cookies

Our Website uses cookies and similar technologies to improve functionality, analyze traffic, remember user preferences, and enhance the user experience.

You may configure your browser to reject or delete cookies; however, certain Website features may not function properly if cookies are disabled.

For more specific information related to cookies, please refer to the Cookie Policy below.

8. Minors

RANCHO SANTANA

Our services are not directed to individuals under the age of 18 unless authorized by a parent or legal guardian where permitted by law. We do not knowingly collect personal information from minors without appropriate authorization.

9. Changes to this Policy

We reserve the right to update or modify this Privacy Policy at any time. Any changes will be posted on this Website and will become effective upon publication unless otherwise required by law.

10. Contact information

If you have any questions about this privacy policy or wish to exercise your rights regarding personal information, please contact us at marketing@ranchosantana.com

Cookie Policy

1. Introduction

This cookie policy explains what cookies are and how Rancho Santana uses them on our Website.

2. What Are Cookies?

Cookies are small text files that are stored on your device when you visit a website. They help us enhance your browsing experience.



3. Types of Cookies We Use

- Essential Cookies: Necessary for the Website to function properly.
- Analytical Cookies: Help us understand how visitors interact with our Website.
- Marketing Cookies: Used to deliver personalized advertisements.

4. How We Use Cookies – We use cookies to:

- Improve Website functionality.
- Analyse Website traffic.
- Personalize your experience.

5. Managing Cookies

You can control cookie settings through your browser. Note that disabling cookies may affect your experience on our Website.

6. Changes to this Policy

We may update this cookie policy from time to time. Changes will be posted on our Website.

7. Contact Us

For more information about our cookie policy, please contact us at marketing@ranchosantana.com.