

Terms & Conditions

Last Updated: 2018-11-16

It is a fundamental term of this contract that you are required to have appropriate and adequate travel insurance for your holiday.

Royal Westmoreland is the trading name of Coronation International Golf Limited, the ultimate owner of Coronation International Golf Limited is Pure Leisure Group Limited.

How to Book Your Holiday

Call us direct on 01524 782503. Email us at holidays@royalwestmoreland.com or visit our website at www.royalwestmoreland.com

Contract

Our contract with you is made when you ask for your booking to be confirmed. All bookings are made on the basis of these core terms, relevant information and the details on your invoice. Please see our website or call us for the complete information before you proceed. It is subject to the law in the United Kingdom – jurisdiction to be agreed for non-residents. Under no circumstances do any of our agents or staff have the authority, expressly or implied, to alter or vary these conditions unless authorised to do so in writing by the company.

1. Payment

To confirm your booking you will be required to pay the appropriate deposit and any other applicable supplements due at the time of booking. Cheques require 5 working days to clear. Cheques that will not clear at least 60 days before arrival cannot be accepted. Once payment has been made and cleared we will forward the lead name on your booking, a confirmation invoice detailing your holiday and showing the total cost and balance due, within approximately 7 days. You should check all the details shown on this invoice very carefully, especially the spelling of your name which must be the same as your passport. You must inform us as quickly as possible if any of the details on the invoice are incorrect. The balance due date will also be shown on your invoice. Please note that the balance of the holiday must be paid no later than 60 days before arrival. Failure to do this may result in your accommodation being cancelled and charges made accordingly. We reserve the right to refuse the booking retention of any person as a client and we shall be under no liability for any extra costs incurred by such a person as a result of our action, but we will refund monies already paid to us in accordance with our cancellation policy.

2. Late Bookings

The full balance of the accommodation must be paid at the time of booking by debit or credit card if the date of arrival is within 60 days or less. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking.

3. Prices

The holiday price as quoted at the time of booking, at which time your deposit will be taken, will be confirmed as definite. Prices shown on our website and in our brochure, which make up the inclusive cost quoted on our final invoice, are based on special contract rates. Verbal and website price quotations will be regarded as provisional until confirmed in writing on your Confirmation Invoice. In the unlikely event of an administrative error resulting in an incorrect price being displayed on the website, we reserve the right to correct the price. Offers are exclusive and may not be used in conjunction with any other offer unless expressly stated and may be withdrawn at any time. We have no control or jurisdiction over prices that may be charged at the destination for the same or similar services and can accept no responsibility or liability if these differ from those quoted therein. All prices indicated are for guidance only. The holiday price that we confirm to you in writing at the time of booking is the price, including increases or reductions, which you will pay.

4. Minimum Stay

15/12 to 2/1 – minimum 14 night stay applies in all properties. 7 night stay applies in all 'Exclusive Villas' all year round.

5. Rate Amendments

All rates shown are subject to change without notice.

6. Insurance

YOU MUST NOT TRAVEL WITHOUT IT.

All policies must include medical treatment and repatriation in the event of an accident or serious illness. Our resort staff abroad have the right to see the policy on request so that appropriate advice and assistance can be given if needed. Clients in breach of this condition will be deemed to have indemnified the company for any consequential loss incurred by the company on their behalf and such costs will be redeemable from them.

7. Your Ticket Conditions

When travel & health documents (passports,

visas & inoculation certificates) are required for your holiday, it is your responsibility to procure them. We cannot be held liable in any way for any failure to do so.

8. If You Change Your Booking

If you want to change any details of your booking (e.g. book additional services, extend your stay or change the dates of your stay) we will do our best to help. Any increase in price due to changes in your booking details will result in the cancellation of original contract and a new confirmation invoice will be issued as appropriate.

9. If You Cancel Your Holiday

You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid if put in writing and signed by the person who made the booking i.e. the lead name on the booking. These written instructions should go direct to us by email to holidays@royalwestmoreland.com. To compensate us for the expense of processing your booking and for the risk that we may not be able to resell the holiday, we charge a cancellation fee on the scale shown below. The amount payable (by whoever confirmed the booking) depends on when we receive your written instructions the more notice you give, the less we will charge. If you have to cancel for reasons covered by any additional separate insurance policy, you should be able to recover your cancellation charges: Cancellation charge as a % of total holiday cost 61days or more prior to arrival -25% of total booking value 60 -31 days prior to arrival -50% of total booking value 30 days or less prior to arrival -100% of total booking value.

10. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Sometimes we may have to cancel your holiday or make changes, which we reserve the right to do at any time. Most of these changes are very minor, but where they are significant/major, we will inform you when you book, or, if you have already booked, as soon as is reasonably possible if there is time before your arrival. A major change is one that we make to your holiday arrangements before arrival, including, but not exclusive to, offering accommodation of an officially lower category, or significantly increasing the price of your holiday. You then have the choice of either: A. accepting our offer of replacement accommodation of a lower category (if available). If the accommodation

is cheaper than we will refund the difference in cost to you, B. accepting our offer of replacement accommodation of equivalent or higher quality (if available) or, C. cancelling your holiday.

11. Our Responsibility For Your Holiday

We only accept responsibility for the proper performance of our obligations under this contract. We will perform such obligations with reasonable skill and care. We are not responsible for any failure that is:

- Attributable to you or a member of your party;
- Attributable to a third party unconnected with the provision of the services to you, and is unforeseeable or unavoidable;
- Attributable to our employees, agents, subcontractors and suppliers
- and their staff whilst acting outside the scope of their employment.
- Due to Force Majeure
- Due to information, however obtained, from outside sources such as independent third party websites
- Any consequential loss not directly connected to the contract with us.
- Personal Injury, illness or death.

12. Limitations On Our Liability

Our liability to you for any loss or damage which you may suffer is limited to twice the price of your holiday. This excludes personal injury resulting from the non performance or improper performance of the services involved in the stay, and is subject to the limitation of liability described below. Health and safety standards applicable to the services provided by us under this contract should meet the local standards applicable in Barbados. You should be aware that these vary and may well not match those standards we enjoy in the UK. Any compensation payable by us shall be limited in accordance with the lowest limit allowed under applicable International Conventions (Warsaw Convention 1929 as amended, Montreal Convention 1999 as amended, E.C. Reg No. 2027 -1997, EC Reg No. 889 -2002, EC Reg No. 261 -2004, EC Reg 2111 -2005 and EC Reg 1107 -2006, and Paris Convention (For Accommodation) governing the services, or the amount you can recover from them under the laws of the UK or the country in which they operate.

13. Complaints

If you have a complaint you must tell our resort staff, booking advisor or resort Management immediately. If we cannot resolve the problem at the resort, you must write within 35 days of your return from holiday to our Customer Relations Department at Bishops Court House, Bishops Court, Kirk Michael, Isle of Man, IM6 2EZ or email us at customerrelations@pureleisuregroup.com. If you do not tell us about your complaint, our ability to investigate it could be seriously hampered, and we will not deal with it unless there is a valid reason why you didn't inform us.

14. Disorderly Behaviour

We reserve the right to terminate without notice the holiday arrangements of any client whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our customers, employees, agent's property or a

third party. Furthermore, if you are prevented from travelling because, in the opinion of a person in authority, you appear to be unfit to travel or cause distress or discomfort to other passengers, then our responsibility for your holiday ceases. No refunds will be given. We have limited control over the behaviour of other people staying in or visiting your holiday accommodation. Your accommodation is provided solely for the use of passengers shown on the final Confirmation Invoice as confirmed by us; subletting, sharing or assignment is prohibited. We expressly reserve the right to prevent you from participating in other facilities available at the resort, whether pre-booked or purchased in resort, if in the reasonable opinion of our staff or those of facility provider, you are either unsuited to undertake the activity, or if you appear to be under the influence of drugs or alcohol.

15. Accommodation Descriptions

In describing accommodation we have tried to be as factual as possible however it should be noted that properties at Royal Westmoreland are individual and as such, may vary to some extent. Images used are for illustrative purposes only, individual features may vary and dimensions quoted are approximate. Please note that any descriptions provided on the web site are for guidance purposes only and do not form part of any contractual agreement. Unless specifically shown as being 'FREE' a charge may be made for some of the facilities or services described.

16. Accommodation Assignment

We cannot commit to or guarantee any property assignment requests, therefore property numbers are not confirmed at the time of booking. Any special requests will be noted and every effort will be made to accommodate your request, but please note requests cannot be guaranteed.

17. Pets Policy

Pets are not allowed.

18. Smoking

Smoking is not permitted in public places in Barbados. All indoor areas at Royal Westmoreland including all properties, bars and restaurants are designated as non-smoking areas. Smoking is permitted in some outdoor locations, however it is your responsibility to check such permissions at the resort.

19. Brochure and Website Accuracy

We take every precaution to ensure that the descriptions of each property and facility are as accurate as possible at the time of publication. However, circumstances can change after publication. For example, all the facilities in the resort might not be fully functional in early or late season. We reserve the right to make changes after publication of information. A pool may be closed for maintenance, or air conditioning may only be available at certain times of the day and/or year. Public holidays and religious festivals may also affect the availability of resort facilities. The tourist office for Barbados can provide details of such events, and other information. We will tell you of any significant changes that we know about when you book your holiday. If you have already booked, we will tell you of any significant change

in circumstances which would affect your stay as soon as we can before you leave. We cannot accept liability for information, however obtained, from outside sources such as independent third party websites.

20. Children

In some properties children must share existing beds, in others 'fold-down or roll-away beds' are available. However these options are restricted to children aged 7 years and under.

EXTRA OCCUPANCY

Where 'fold-down or roll-away beds' are requested, any saving in cost may come at a price as rooms may be somewhat cramped.

21. Gym Facilities / Children

Please be advised the gym facilities are strictly reserved for guests aged sixteen years and over.

22. What Is Not Included

- Flights to and from Barbados
 - Return travel from your home to your UK airport
 - Personal spending, for example, tipping, porters, laundry, drinks, meals and telephone calls
 - Holiday insurance (which you must have)
 - Cost of securing visas and vaccinations where necessary
 - Parking charges outside the resort
 - Additional charges, for example, cots, meals, air-conditioning, safes,
 - and extra bed prices are payable in addition to prices quoted
 - Reimbursements to suppliers for damage caused to their property
 - Transfers to and from resort (unless specifically requested)
 - A golf cart when receiving complimentary golf, charges apply
 - A complimentary food pack on arrival, charges apply
 - A resort buggy for getting around, charge apply
- Important note – all offers are subject to qualifying conditions as individually described. If you have any questions that are not covered here, please call us on 01524 782503 and we will be happy to help.

23. Credit Card Charge

All payments made directly to Pure Leisure Group by credit card are subject to a fee of 2% being added to the booking.

24. Contacting Us After You've Booked

If you book directly with us, all documentation will be sent to the address or email address given to us by the lead name on the booking at the time the reservation was made.

To pay your final balance, amend your booking or discuss any other aspect of your holiday call our Dedicated Booking Advisors on 01524 782503. We can only accept card payments from guests on the booking. When you book your holiday through a Travel Agent, all communication between you and us will be made through that agent. This includes all of the above. Please contact them in the first instance. No changes can be made to your booking unless they are done through your Travel Agent. Please also note, these terms and

conditions do not extend to bookings made via Travel Agents as individual contracts are formed with such agents (detail requests should be made via Travel Agents).

25. Data Protection Policy

PRIVACY POLICY

Pure Leisure Group's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

INFORMATION ABOUT YOU

Your Information:

This refers to a combination of information such as your name and contact details, that you supply to us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete. Our Use of Your Information:

1. For the purpose of providing you with our services, including your accommodation, golf arrangements, etc., we may disclose and process your information outside the UK/ EEA.
2. We may collect and process your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/ EEA). These business purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or group companies), risk assessment, security, fraud and crime prevention/detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection.
3. Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where we need to act on your behalf or in the interest of passengers or in an emergency. If you do not agree to Our Use of Your Information above, we cannot do business with you or accept your booking.

DIRECT MARKETING MATERIAL

1. We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will

assume you agree to e-communications when you make a booking.

2. We do not share any customer data for marketing purposes with any third parties either directly or indirectly.

YOUR RIGHTS

1. On written request to the company, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.
2. You have the right to ask in writing not to receive direct marketing material from us. You can also use our "unsubscribe" option on receipt of e-communications. Once properly notified by you, we will take steps to stop using your information in this way.
3. For a list of our group companies or brands, please send us your request. Please write to: Pure Leisure Group, Marketing Department, South Lakeland House, A6, Yealand Redmayne, Carnforth, Lancashire. LA5 9RN.

USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s), we may use HTTP cookies. These cookies allow us to identify your computer but not you personally. You can set your web browser to refuse cookies. However, you may not be able to enjoy all the facilities of, or book via our website if you do so. We may use information we hold and cookies to identify your individual website behaviour, searches, preferences, facilitate your activities on our website(s) and provide you with services and offers. For example:

- If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.
- We collect information relating to customer use, trends and patterns and use cookies and software tools to capture, measure and analyse site usage and related information.
- If you also receive our email marketing, we may tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.
- When you are on our website, we may interact with you and/or provide you with personalised information. We do this by using cookies to identify your individual website behaviour which allows us to provide you with more relevant personalised promotions. When you are online but off our site, to help us deliver advertising effectively and avoid repeating adverts, we employ cookies. These cookies allow us to provide advertising off site which is more relevant to a user's interests. The information that we collect and share is anonymous and not personally identifiable. It does not contain a user's name, address, telephone number or email address. Our website(s) may use a variety of HTTP cookies. To help you understand more about, control and/or delete cookies:

1. Internet Advertising Bureau: www.youronlinechoices.com/uk
2. Adobe: www.macromedia.com/support/documentation/en/ashplayer/help/settings_manager07.html
3. Google Analytics: <http://code.google.com/apis/analytics/docs/concepts/gaConceptsCookies.html>

[com/apis/analytics/docs/concepts/gaConceptsCookies.html](http://code.google.com/apis/analytics/docs/concepts/gaConceptsCookies.html)

By using our website(s), you consent to our use of cookies as set out above. Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites.

MONITORING

To ensure that we carry out your instructions accurately, improve our service, for security and to reduce the possibility of fraud, we may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; and (3) transactions and activities at all points of contact. All recordings are and shall remain our sole property.

SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

26. Arrival Information

- After we have received your payment and approximately 10 -14 days prior to your arrival, you will be sent any necessary documentation.
- Please read your confirmation thoroughly and inform us immediately of any inconsistencies.

27. Using a Travel Agent

If you book with a travel agent, all communications will be made via them. The agent will hold your payment on our behalf until your holiday is confirmed. The agent must give you a receipt or confirmation invoice. Please take any documentation from your Travel Agent with you as it may be required to confirm your accommodation and other services reservation(s).

28. Passports & Visas

It is your responsibility to check the latest requirements with the appropriate authority before travelling. Please visit the relevant embassy or consulate website to obtain up to date information. If you are refused check-in or entry to Barbados because you do not have the appropriate documentation, we offer no refund of any components and will not refund any additional costs incurred. Should we incur additional costs, these will be recovered from you.

29. Guest Information

Guest information is required in advance by a number of countries. It is your responsibility to provide this information to us if requested. Failure to do so may result in you being refused entry to Barbados. You will be liable for any additional costs incurred.

30. Emergency Contact Details (ECD)

ECD may be required by us. It is your responsibility to provide this information if required. Your ECD data will be handled as described in our Data Protection Policy.

31. Responsible Travelling

Tourism can sometimes damage the environment and culture of holiday destinations. If you would like to make a positive difference and get the most enjoyment from your holiday -here are some suggestions:

- Respect local people
- Be sensitive to local customs and traditions • Dress inoffensively, especially in holy places • Ask permission before you take photographs of people or their homes
- Respect private property and keep to marked paths
- Interact with the local economy
- Sample local markets and restaurants, and use public transport
- Do not buy products made from endangered species
- Take care of the environment
- Save water and energy – simple things such as taking a shower rather than a bath, re-using towels and turning off the air- conditioning and lights when you leave your property can make an enormous difference.
- Dispose of litter carefully, and don't remove coral, wild flowers or other wildlife
- Offset the environmental impact of your holiday flight -visit www.climatecare.org for more information.

32. Safety Matters

Part of the fun of any holiday is experiencing a different way of life. This will almost certainly expose you to different hygiene and safety standards than you are used to at home. It is your responsibility to take every step to ensure your own safety and well-being at all times.

33. Check-in/Check-out: Accommodation

In most cases your accommodation will be made available to you on arrival between noon and 2pm. You will require a credit card to check in and a deposit may be taken from the card for the duration of your stay. On some stays where late night/early morning departures from the resort are necessary, the property may be occupied until you leave and it will count as a night of your holiday. Otherwise you will be asked to check out of your property in the morning.

34. Dress Code

Customer demand results in Royal Westmoreland applying a dress code. This means casual by day, and smart/casual by night. No shorts, denims or singlets in the restaurant at night. A more formal dress code may apply during special functions in the club house. You are advised to check before any planned visits. Please also note a separate dress code applies during use of the golf course (see web site for details).

35. Force Majeure

"Force Majeure" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, closure or congestion of airports or ports, terrorist activity, natural and nuclear disaster, re, adverse weather conditions and health risks. Force Majeure incidents may

occur prior to or during your holiday, either in the resort or country you are in, or elsewhere. Should such an incident occur and affect your booking with us in any way, we will not pay compensation for accommodation and service changes and cannot refund unused components. We will also not be liable for any additional costs you may incur.

36. Local Charges

Charges that we state as payable locally may change without notice. Some facilities and services, unless otherwise stated as included, may have extra local charges. These might include but are not limited to sports (including table tennis) and sport equipment, pool tables, minigolf, golf, tennis, squash, gym equipment, saunas and steam baths, beauty treatments, massage, safety deposit boxes, mini-bars, bottled water, satellite and pay TV, charges for infants' cots and food, laundry and resort minibuses/shuttle services.

37. Local Tours and Sightseeing

A selection of local excursion options may be featured throughout this website and may also be included in brochure(s). Excursions are not supplied by Pure Leisure Group but by third parties and as such, Pure Leisure Group cannot accept any responsibility for such activities.

38. Overbooking

Due to relationships with travel agents, on occasions properties may subsequently overbook. We have systems in place and strive to avoid such occurrences but take a realistic view that on rare occasions, it can happen. In the unlikely event of such an issue, we will always endeavour to make alternative arrangements. Such arrangements are dependent on local circumstances and in this respect the Company's liability is limited in accordance with the Core Booking Conditions.

40. Resort Development

From time to time, building work or local improvements, such as beach dredging or roadwork, and its associated noise is unavoidable in a resort. If we learn of specific developments at or close to your accommodation, which are likely to significantly affect the enjoyment of your holiday, then we will do our best to contact you before your arrival. We will discuss the details and any options available to you at that time, but cannot offer compensation if changes are made due to third parties.

41. Emergency Contact

In the event of an emergency whilst you are on holiday you should contact our colleagues at the resort.

42. Restaurants

Please note that recommendations are our own personal opinion.

43. Tropical Traumas!

Travelling to exotic places can mean heat and humidity, monsoon rain, severe storms, a weird and wonderful insect life, disruption to public utilities and bathroom basics. A relaxed attitude to life and timetables, a whole new culture and religion, colourful local cuisine, and an abundance of coconut palms which can obscure a panoramic

sea view from your room and seriously dent your health if you choose to sunbathe under them. That's why the tropics remain so popular. Power and water supplies may also be adversely affected by local conditions such as the weather, peak demand or over enthusiastic workmen! Not everyone is on holiday -wherever you travel in the world the risk of theft, mugging etc is always there, as indeed it is at home. Generally your own common sense prevails but take extra care when walking around towns especially at night and avoid carrying valuables or tempting fate by displaying them for all to see. Particular care should be taken on beaches and shorelines which may also have been subject to erosion or storm damage. If you enjoy sea bathing please remember that tides and other conditions may make this inadvisable. Beaches throughout the world are usually public property and therefore neither Pure Leisure Group can be held responsible for their condition or safety. Adverse weather can lead to dangerous sea conditions and beaches covered in seaweed and flotsam. You will also be expected to respect local customs. Topless sunbathing, for example, is generally frowned upon and is indeed illegal in many destinations. Be guided by our resort staff in such local matters.

44. Unused Services

Please note that we do not give refunds for pre-booked services that you do not use. Any changes you choose to make to your holiday arrangements once in resort will incur the appropriate additional charges.

45. Weather

Weather information should be used only as a guide. Before booking your holiday you should research fully the local weather as this can vary from month to month. We cannot be responsible for the weather during your holiday, or if weather changes cause cancellation/amendment to pre-booked activities or excursions.

46. Complimentary Golf

Complimentary green fees cannot be exchanged for any goods or services should the golf course close for any reason. Complimentary green fees is non refundable or transferable. Complimentary green fees given is available to registered house guests only and cannot be used by anyone else or transferred to anyone else.