

Soul in the Caribbean

Barbados 2022

TERMS AND CONDITIONS

I agree to read through the terms and conditions below and by booking on to this holiday I understand I am agreeing to these terms & conditions.

DEFENITIONS

"Soul in the Caribbean", "us", "we" or "our" means Soul in the Caribbean, a membership group

"Platform" means the website on which the Service is made available owned, controlled, managed, maintained and/or hosted by Soul in the Caribbean

"Service" means the online reservation service (including the facilitation of payments) of various products and services as from time to time made available by Suppliers on the Platform.

"Supplier" means the provider of accommodation (e.g. hotels, apartment, bed & breakfast), boat parties, sightseeing tours, cruises, and coach tours, transfers, and any other travel or related product or service as from time to time that we may advertise on our platform.

YOUR BOOKING

You must read and agree to these terms and conditions to be a part of our larger group booking.

Your booking is part of the group booking made by Soul in the Caribbean,

We are **NOT** a tour operator or a travel agent, and this is not a package holiday, Therefore your flights **MUST** be purchased separately by yourself through your chosen airline.

Soul in the Caribbean simply acts as an intermediary between a buyer and seller, and as a **broker** allow our customers to enter a monthly payment plan to spread the cost of their Holiday.

We may from time to time, for your benefit, offer advice on where you can book flights, transfers, or any excursions for this trip, but none of these are mandatory and only to help assist you with the knowledge we have of these services.

When you book on to this group holiday your booking is simply a part of our larger group booking, of likeminded people from our membership club.

Your contract is directly with The Hilton Hotel or Coconut Court hotel, and from 27th Oct 2021 your details will be passed over to your hotel, for the rooming process to begin. From that point onwards you will be able to contact the hotel directly regarding anything to do with your booking. You will be under the terms and conditions, and cancellation policies of The Hilton Hotel Group bookings or Coconut Court depending where you are staying. All payments will have been already paid to the Hotels to secure your booking.

We simply act as a broker and provide a free service that allows you to pay for your holiday in 20 instalments, making it more affordable for you.

All musical entertainment (e.g beach parties, pool parties, club nights) provided in the Hotel or any other venues are completely FREE to people who have booked this holiday.

In addition to this we may offer optional excursions which will incur an additional cost.

Through the Platform, we Soul in the Caribbean and its affiliate (distribution) partners provide an online platform through which suppliers can advertise their products and service for reservation, and through which visitors of the Platform can make such reservations (i.e. the reservation service).

By making a reservation through Soul in the Caribbean, you enter into a direct (legally binding) contractual relationship directly with the Supplier (The Hotel) with which you make a reservation or purchase a product or service (as applicable).

Hotel Accommodation

1. Please check the accommodation type (Room Type & Hotel) you have booked, and fully read the description on the website. We will NOT be able to change your Room on the day of arrival as this event will have fully Sold Out. We will try to ensure the rooms for our group are clustered together. However we cannot guarantee this.
2. We reserve the right to withdraw your chosen room type after your booking, if we are no longer able to supply it. If the property needs maintenance or for any other reason, if this happens we will supply you with the very best alternative we have for your party

PARTY LEADERS

The "Party Leader" is the nominated person responsible for the booking. The Party Leader is the person who made the booking, and is responsible for making sure all payments are in on time. All payments should be made to the party leader, who then will make the full payments to Soul in the Caribbean Membership Club before or on the due dates by standing order. The Party leader will need to grant permission for anyone joining the booking, and will be responsible for any changes made to the booking. The Party Leader position can be transferred to another member of a group by the original party leader informing us this in writing of the new party leader's name.

YOUR PAYMENT PLAN

Soul in the Caribbean simply acts as an intermediary between “ buyer” and “seller” and as a **broker** to allow our customers to enter a monthly payment plan to spread the cost of their Holiday.

The Party Leader (1 person per room) will need to set up a standing order to the bank details provided.

Payments must be paid in a monthly Instalment plan by Standing order

into the client account provided using the details sent to you in your payment plan.

Payments will be made over 19 months (for those booked on before 26th October 2020)

A payment made every month From 28th Oct 2020 – with the final payment on 28th April 2022. Payments must be received every month on this date.

If you miss a payment, we will contact you directly. We will attempt to contact you 3 times via all contact methods you have provided to us.

If we are unable to get in touch with you and you do not contact us, we reserve the right to withdraw your booking and all deposits will be lost.

When your monthly Instalment reaches the Soul in the Caribbean client account, it will be paid in full directly to your specific hotel, to enable us to hold the hotels exclusively for our membership club to enjoy between 26th Oct 2022- 2nd Nov 2022.

All monies collected on behalf of our clients are paid directly to the hotel via transfer wise every 3 months to secure the group Hotel booking, no clients’ money is held by Soul in the Caribbean

We reserve the right to make decisions on the best day to forward the payments based on the exchange rates for each month.

Your first 4 payments will make up your 20% deposit and this is **non-refundable** (we have split the deposit into 4 payments to make it easier and more affordable for you)

If you cancel your booking before 26th October 2021, you will receive a full refund minus the first 4 payments (or 20%) which is your deposit .

From this point on your Holiday will be **NON REFUNDABLE** and we will be under the terms and conditions of The Hilton Hotel &/or Coconut court depending on where you are staying.

I understand all money I pay will have been paid to The Hilton Hotel and Soul in the Caribbean holds nothing, and act under the [terms and conditions of The Hilton Hotel](#)

DEPOSITS

Please Note : ALL Deposits are Non-refundable.

This includes first deposits paid to hold your room & 2nd, 3rd & 4th Payments which all go to make up the 20% deposit required by the hotel to hold your room.

If you have to cancel your booking for any reason you would need to make a claim via your travel insurance.

All monies collected on behalf of our clients are paid directly to the hotel via transfer wise every 3 months to secure the group Hotel booking, no clients' money is held by Soul in the Caribbean

IMPORTANT HOLIDAY INSURANCE

1 year prior to travelling, **on 26th Oct 2021**, it will then become **mandatory** for you to purchase your travel insurance for this holiday.

This is to protect you, in case you have to cancel for any reason (medical or otherwise) and wish to claim back the full cost on the run up to the holiday.

Please Note: Your insurance will not cover you if you just decide you no longer wish to attend.

You will need to look through your policy thoroughly to ensure your insurance covers you for all instances, and you have accepted potential excess charges.

[This is an example of an insurer who offers additional COVID cover.](#)

No Refunds will be issued by Soul in the Caribbean from **27th Oct 2021** onwards and all claims must be made through your Travel Insurance. Please note, we cannot be held responsible for the outcome of your insurance claim.

All monies collected on behalf of our clients are paid directly to the hotel via transfer wise every 3 months to secure the group Hotel booking, no clients' money is held by Soul in the Caribbean

It is your responsibility to make sure your travel insurance covers you for all eventualities (including but not limited to)

FCO recommendations, Natural disaster, National Emergency, Pandemic, Bankruptcy of any hotel, Venue, Airline Strikes, acts of Terrorism, Government intervention, War, any of the previous but not limited to resulting in either this holiday not taking place, or your ability to travel to the holiday.

[You can view Insurance that will cover you for enhanced Covid 19 here](#)

[Insurance that covers you if the FCO recommends no travel Here](#)

We may be able to recommend some more Insurance companies that offer the correct level of cover nearer the time

From 26th Oct 2021, 1 year prior to travelling, Travel Insurance Cancellation Insurance is **MANDATORY!** For everyone who has booked on.

This is in case you have to cancel for any reason, medical or otherwise, during the run up to the holiday. This will need to cover you for those instances.

From this point on your Holiday will be **NON REFUNDABLE and we will be under the terms and conditions of The Hilton Hotel & Coconut court.**

You should make sure you are covered for any losses, Accident, Illness or injury. Insurance should also cover you for any cancellations to your booking under any circumstances. No Refunds will be issued by Soul in the Caribbean or its associates and all claims must be made through your Travel Insurance.

(I) The person making the booking, and all of the people in his or her party, hereby acknowledge that I understand that I am responsible to acquire adequate holiday insurance to book onto Soul in the Caribbean to cover myself against such incidents and or disaster(s) (including but not limited to) FCO guidance, Natural disaster, National Emergency, Pandemic, Bankruptcy of any hotel, Venue, Airline Strikes, acts of Terrorism, Government intervention, War, any of the previous but not limited to.

COVID-19

The parties acknowledge and agree that as of the time of signing this Agreement, currently there is a pandemic taking place involving COVID-19, as announced by the World Health Organization in March 2020

. Given that currently there is no reliable information or data available to provide any reasonable expectation as to when the COVID-19 pandemic will likely subside in and around the Hotel's location (or elsewhere), the parties wish to memorialize the terms of the following additional Group termination rights related solely to COVID-19:

If the parties mutually agree that the COVID-19 pandemic has continued such that there are government (local or national) imposed restrictions or recommendations on maximum meeting size and such restrictions or recommendations would apply to Group holiday over the scheduled dates, or if there are recommendations or travel advisories issued by the Centres for Disease Control and Prevention advising against non-essential travel within the UK or Barbados that would materially impact Group, The Hotel would be unable to give refunds in this instance but the Group may Reschedule the Holiday to the following year October 2023 –. If you are unable to make the reschedule date you would need to make a claim via your travel Insurance, or be responsible to sell/ transfer your accommodation onto another person.

Impossibility (Covid-19): If unforeseen events beyond the reasonable control of the parties (including but not limited to: acts of God; declared war in the country in which the Hotel is located; government regulations, including but not limited to government (local or national) imposed restrictions on maximum meeting size where such restrictions would apply to Client's Event over the scheduled Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centres for Disease Control and Prevention that specifically advises travellers to avoid all non-essential travel to where the Hotel is located and which travel advisory is in effect over the Event dates) any of which make it illegal or impossible to perform under this agreement, the affected party may reschedule the Holiday to the following year October 2023

The Hotel agrees that based on what has been paid prior, will be applied toward the replacement Holiday. If the replacement Holiday is cancelled, Group will pay cancellation damages pursuant to the applicable agreement and the credit provided in this paragraph will be retained by Hotel.

From 27th October 2021, your data, Your Name, E-mail address & phone number will be passed onto the **Hilton Hotel** or **Coconut Court** hotel, depending on which hotel you are staying in, for them to begin your rooming arrangements, from this point on your contract will be directly with the Hotel you are staying in, the **Hilton Hotel** or **Coconut Court** and NOT with Soul Network or Soul in the Caribbean, and you will be under their group [terms and conditions of The Hilton Hotel](#)

I hereby acknowledge that I understand that From 27th October 2021 my full payment (not just deposits) - ALL monies paid to Soul in the Caribbean or its associates are Non Refundable.

CANCELLATION POLICY

Cancellation Insurance is not included in the price of this holiday.

It is mandatory you take out travel insurance to cover your costs should you have to cancel your booking.

We are aware that you can only purchase Insurance 1 year prior to the holiday, so

you can cancel your booking any time before 26th October 2021 and receive a full refund minus deposits (payments 1,2 ,3 & 4 or 20% which-ever is lowest)

From **26th October 2021** the holiday becomes Non Refundable, and all cancelation claims should be made through your Insurance Company.

All monies collected on behalf of our clients are paid directly to the hotel via transfer wise every 3 months to secure the group Hotel booking, no clients' money is held by Soul in the Caribbean

Please Note, If a member (or members) of your party drops out of your accommodation, the accommodation costs go up, per person. The person who drops out will lose all deposits if they are cancelling the booking with us & the remaining member/s of the party in the accommodation will be responsible to pay these updated accommodation costs in full. If the payments are not received before the specified time, Soul in the Caribbean membership club reserves the right to cancel the booking, and all deposits for that accommodation will be lost.

A partial refund (minus deposit and fees) before Oct 2021 will only be made if Soul in the Caribbean membership club is able to re-let the accommodation for the period concerned.

Please note Refunds cannot be made on cancellations of individuals if the accommodation has not become free to re-let.

Soul in the Caribbean must be notified of cancellation in writing at least 28 days prior to the commencement date of the holiday.

Travel Insurance that includes cancellation insurance is mandatory to book onto this group holiday.

We can supply you with a letter of non-attendance to present to your insurance company. If full payment for your booking by all of your party has not been received by the final due date in your e-mail, Soul in the Caribbean reserves the right to cancel your booking, and your deposits will be lost.

OBLIGATIONS

An obligation is a legal bond (*vinculum iuris*) by which one or more parties (obligants) are bound to act or refrain from acting. An obligation thus imposes on the *obligor* a duty to perform, and simultaneously creates a corresponding right to demand performance by the *obligee* to whom performance is to be tendered.

Soul in the Caribbean is not responsible for any failure to perform its obligations under this contract, if it is prevented by doing so or delayed in performing those obligations by an event of **force majeure**.

Your booking is part of the group booking made by Soul in the Caribbean, we are **NOT** a tour operator or a travel agent, and this is not a package holiday .

Your flights must be purchased directly through your chosen airline. Your booking is simply a part of our larger group booking and therefore Soul in the Caribbean do **NOT** legally hold liability to reimburse any costs .

This Holiday in Non refundable from 26th Oct 2021

Cancellation by Hotel: In the event that the Hotel cancels this agreement for reasons other than a breach by Group or as otherwise expressly provided for elsewhere in this Agreement, then Group will be entitled to recover from Hotel those reasonable actual damages as allowed by law. Group will be required to take reasonable steps to reduce any damages, including but not limited to using alternate locations for the cancelled Event identified as willing and able to host the Event on similar terms if possible.

SCOPE OF OUR SERVICE

Through the Platform, we Soul in the Caribbean and its affiliate (distribution) partners provide an online platform through which suppliers can advertise their products and service for reservation, and through which visitors of the Platform can make such reservations (i.e. the reservation service). By making a reservation through Soul in the Caribbean, you enter into a direct (legally binding) contractual relationship directly with the Supplier (The Hotel) with which you make a reservation or purchase a product or service (as applicable).

Soul in the Caribbean simply acts as an intermediary between a buyer and seller. An as a **broker** allow our customers to enter a 20 moth payment plan to spread the cost of their Holiday

From the point at which you make your reservation, we act solely as an intermediary between you and the Supplier, transmitting the details of your reservation to the relevant Supplier(s) and sending you a confirmation email for and on behalf of the Supplier.

When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the

quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

Our Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information,

In the circumstance that there is a sudden death of the promoter/promoters on the run up to the holiday, everything will be done by hotel to continue with the holiday. I understand that the holiday under these circumstances may not run exactly to plan, and I understand & absolve Soul in the Caribbean or their representatives and any others connected with this holiday, from any claim.

If Under these Circumstances the holiday is unable to take place I will Claim from my Travel Insurance & absolve Soul in the Caribbean or their representatives and any others connected with this holiday, from any claim.

I understand my booking is part of the group booking made by Soul in the Caribbean, and Soul in the Caribbean or any associated businesses are **NOT** a tour operator or a travel agent, and this is not a package holiday Therefore I must purchase flights separately & directly through my chosen airline. I understand that my booking is simply a part of our larger group booking and therefor Soul in the Caribbean do **NOT** legally hold liability to reimburse any costs & this Holiday becomes Non Refundable from 26th Oct 2021.

I understand that from 27th October 2021 No Refunds will be issued by Soul in the Caribbean or its associates and all claims must be made through your Travel Insurance. Soul in the Caribbean cannot be held responsible for any loss or claims, due to but not limited to any of the above, resulting in this event not taking place.

I absolve Soul in the Caribbean or its or their representatives and any others connected with this holiday, from any damage, loss or claim arising from my booking on to this holiday and or participation in any activity whilst at Soul in the Caribbean.

(Parent/guardian must sign for persons under 18 years.)

I understand and agree to the terms and conditions set out above and I have read the

[terms and conditions of The Hilton Hotel](#)

I hereby acknowledge that by booking onto Soul in the Caribbean I am agreeing to all of the above.