



# 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.

**LS** LAWRENCE STEPHENS

These terms and conditions have been Written & prepared by Katherine Zangana Senior Associate at Lawrence Stephens Solicitors Limited, 50 Farringdon Road, London EC1M 3HE DX 53318 Clerkenwell for Soul in the Caribbean, and by law are subject to copyright. Copying of any kind of content from this website is plagiarism, which is a copyright infringement, and as such, protected by law.

## Definitions

**"Cancellation Longstop Date"** means the date falling one year less one day prior to the date of the Trip.

**"Contract"** means your contract with the Supplier for the Trip.

**"Deposit"** means the non-refundable deposit made up of the first 4 Instalments, being 20% of the total cost of the Trip.

**"Platform"** means the website owned, operated, controlled, managed and maintained by us.

**"Service"** means the reservation service provided on our platform (including the facilitation of payments) of for the Trip and the ancillary services as advertised on our Platform from time to time.

**"Soul in the Caribbean", "us", "we" or "our"** means Soul in the Caribbean, a limited company with company number 13040390

**"Soul Network"** means the membership club which provides entertainment for members interested in soul and related music which has no obligations under this contract.

**"Supplier"** means the provider of accommodation for the Trip and/or any other supplier providing excursions or entertainment such as boat parties, sightseeing tours, cruises, coach tours, transfers and any other service supplied to you as part of the Trip.

**"Trip"** means the trip you book with a Supplier using the Service.

## 1. Basis of Contract

- 1.1 We act solely as an intermediary for your Trip. Our role is to introduce you to the Supplier with whom you will enter into a Contract.
- 1.2 Any information, descriptive matter or advertising available on the Platform is issued or published for the sole purpose of giving an approximate idea of the Services provided by the Supplier and we shall have no liability whatsoever for any such information, descriptive matter or advertising.
- 1.3 These terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, practice or course of dealing.

## 2. Your Booking

- 2.1 If you decide to book a Trip using our platform, you will have the option of spreading the cost of the Trip over the course of 20 months which we will provide at no further cost to you ("**Instalment/s**").
- 2.2 We do not act as a tour operator or travel agent, this is not a package holiday and accept no liability whatsoever. The Trip will consist of your accommodation and entertainment which is inclusive in the cost, it is your responsibility to ensure that all flights and other services you may require are booked by the Cancellation Longstop Date.
- 2.3 In the case of a Trip booking made for more than one person, you agree to nominate a Party Leader to manage the booking, including payment of the Instalments in accordance with clause 4.
- 2.4 You agree to cooperate in all matters relating to the Trip, to provide the us and the Supplier with such information and materials as reasonably requested in order to supply the Trip and you expressly consent to us providing your information to the Supplier once your Trip has been booked.
- 2.5 Your booking is part of the group booking made by Soul in the Caribbean,  
**You must read and agree to these terms and conditions to be a part of our larger group booking.**
- 2.6 Soul in the Caribbean simply acts as an intermediary between a buyer and seller, and as a **broker** allow our customers to enter a 20 month payment plan to spread the cost of their Holiday.
- 2.7 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.
- 2.8 Your contract will be directly with The Hilton Hotel or Coconut Court hotel, from 27<sup>th</sup> 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.

- 2.9 We simply act as a broker and provide a free service that allows you to pay for your holiday in instalments, making it more affordable for you.
- 2.10 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.
- 2.11 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).
- 2.12 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).
- 2.13 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 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

### **3. Supplier Accommodation**

- 3.1 At the time of booking your Trip, you must ensure that the accommodation chosen is correct for your party size and requirements, by reference to the Supplier information contained on the Platform and/or from visiting the website of the Supplier or contacting them directly. Once your Trip has been confirmed, it may not be possible to change. Where the Supplier is able to make an accommodation change this may incur additional costs. Accommodation changes cannot be made once the trip has commenced.
- 3.2 In some circumstances it may be necessary to change your accommodation, for example, where property maintenance is being carried out. In such circumstances, a suitable alternative will be provided.

### **4. Payments**

- 4.1 At the time of booking the Trip, the Party Leader will set up a standing order for payment of the Instalments to the account nominated by us and confirmed in your payment plan. Your payment plan will include details of the Deposit, the total number of Instalments payable and your payment dates.
- 4.2 The Instalments which make up the Deposit shall be strictly non-refundable.
- 4.3 In the case of missed payments, we will contact you directly using the information provided at the time of booking. It is therefore your responsibility to ensure that your methods of communication are regularly updated.
- 4.4 In the event that an instalment is not paid within 14 days or in the case of repeated late payment, we reserve the right to cancel your booking and all deposits will be lost. Your first 4 payments will

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

- 4.5 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.6 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
- 4.7 Payments will be made every month for the duration of the payment plan with the final payment on 28<sup>th</sup> April 2022.
- 4.8 When your monthly Instalment reaches our client account, it will be paid in full directly to your specific hotel, to enable us to hold the hotels exclusively for us enjoy between 26<sup>th</sup> Oct 2022- 2<sup>nd</sup> / 5<sup>th</sup> Nov 2022.

## 5. Holiday Insurance

- 5.1 Your booking is conditional upon you obtaining travel insurance for the Trip. Your travel insurance policy must be in place not less than one year before the date of the Trip, and must include cancellation cover. 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.
- 5.2 It is your responsibility to ensure that your insurance policy is sufficient for your needs, including covering the full cost of the Trip and any other potential reasons for claim, such as Covid-19.
- 5.3 **From 26<sup>th</sup> 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.**

## 6. Cancellation

- 6.1 In the event that you no longer wish to go on the Trip and want to cancel your booking, we can accept cancellations up to the Cancellation Longstop Date.
- 6.2 Where notice of cancellation has been received on or before the Cancellation Longstop Date, you will receive a refund of all Instalments paid to the date of cancellation, less the amount of the Deposit. If you cancel your booking before 26<sup>th</sup> October 2021, you will receive a full refund minus the first 4 payments (or 20%) which is your deposit.
- 6.3 Where notice of cancellation is not received by the Cancellation Longstop Date, all Instalments paid to the date of cancellation shall be retained and no refund shall be due to you. Any claims relating to the trip must be made through your insurer.
- 6.4 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.
- 6.5 We will use our reasonable endeavours to supply you with a letter of non-attendance for your insurer in the event of cancellation.
- 6.6 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.

- 6.7 By booking on you agree and understand all money you 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
- 6.8 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. It is your responsibility to make sure your travel insurance covers you for all eventualities (including but not limited to)
- 6.9 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. This is an example [Insurance that covers you if the FCO recommends no travel](#)  
[This is an example of an insurer who offers additional COVID cover.](#)
- 6.10 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. From **26<sup>th</sup> October 2021** the holiday becomes Non Refundable, and all cancellation claims should be made through your Insurance Company. Please note no Refunds at any time can't 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.
- 6.11 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.

## **Impossibilities - Covid 19**

- 6.12 Should impossibility occur that prevents the whole holiday from going ahead. Ie Barbados closing their Borders, UK government not permitting travel (this does not include recommendation by the FCO ) or ALL flights cancelled due to Covid 19. The Holiday will then be moved to the following dates 25<sup>th</sup> October – 1<sup>st</sup> or 4<sup>th</sup> Nov 2023. In this instance your booking will automatically be moved. No immediate refunds will be available, as the Hilton Hotel will have been paid in full prior to the event. For anyone unable to attend the new dates, we can put your accommodation on sale for the new dates, and reimburse you when this has been sold.
- 6.13 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:

## 7. The Platform

- 7.1 The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.
- 7.2 Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.
- 7.3 Where our Platform contains links to other sites and resources provided by Suppliers or other third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

## 8. Limitation of Liability

- 8.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it will happen, for example, if you discussed it with us at the time of booking your Trip.
- 8.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 8.3 **We are not liable for business losses.** We only act as an intermediary for Suppliers and provide a service for spreading the cost of your Trip. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 9. General

- 9.1 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 9.2 **Nobody else has any rights under this contract.** These terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 9.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss an Instalment and we do not chase you, we will still require you to pay at a later date.
- 9.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts.

## 10 Obligations

- 10.1 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.
- 10.2 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 .

## 11 Scope of our Service

- 11.1 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).
- 11.2 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,
- 11.3 I understand that from 27<sup>th</sup> October 2021 No Refunds can 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.
- 11.4 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.
- 11.5 I understand by booking onto this holiday I have agreed to the terms and conditions set out above

