

## **BOOKING CONDITIONS**

All yacht charter and accommodation arrangements are made by Grenadine Escape Ltd. 'Grenadine' acting as an agent on behalf of yacht and accommodation owners/operators. In these conditions the term 'property' or 'properties' means, as appropriate to each booking, either hotel accommodation, property rental or yacht charter.

**Contract:** Your contract entered into is between the owner of the holiday accommodation of yacht and you, the holidaymaker 'The Hirer.' The contract is not effective until the required payment has been received and confirmation sent from 'Grenadine.'

**Financial Protection:**  
We strongly recommend that you purchase travel & cancellation insurance (we recommend csa at <http://www.csatravelprotection.com>) to protect you in the event that you are unable to travel. Yacht Charter monies are held in an Escrow account and protected there with within the terms of this agreement and the yacht charter agreement.

**Deposits and Payments:**  
For "tailored packages" we will require a deposit equivalent to 25 or 50% of the value of the holiday depending on the package combination, unless otherwise advised. For other holiday arrangements we will inform you of the amount of the deposit at the time of booking. Payment of the deposit means that you have accepted our written quotation and you guarantee that you have

the authority to accept on behalf of your party the terms of these booking conditions. We will then send you a confirmation invoice confirming the costs and details for your holiday, and it is at this point that a contract comes into existence. Deposits are refundable only if notice of cancellation is received in writing by Grenadine Escape Ltd. at '35 Lime Grove, London. W12 8EE. England' prior to the date the deposits become non-refundable, as laid out in these terms or on your specific booking form. The balance of your holiday must be paid at least 60 days before your departure date. If the balance is not paid on time we may cancel your holiday and apply cancellation charges. On receipt of your deposit for a yacht charter you will be sent a contract for the charter of the yacht, which will require your signature.

This contract will be between you and the yacht operator.

**Alteration or cancellation by you.**

(a) **Alterations:** If you wish to make any alterations to your holiday we will make every effort to accommodate these, but they will, be subject to any amendment charges and a sum of US\$ 100 to cover our administrative costs. Requests for amendments must be made in writing by the person who confirmed the booking.

(b) **Cancellations:** You or any member of your party may cancel arrangements at any time provided that the cancellation is made by the person who confirmed the booking and is communicated to us in writing. As this incurs administrative

costs, we will retain 10% of the holiday cost and may apply cancellation charges as shown below.

Yacht and Villa cancellations received more than 60 days, 25% of the price of the cancelled dates charged unless additional terms are otherwise specified on your booking form. Hotel cancellations received more than 45 days prior to arrival date, full refund unless additional terms are otherwise specified on your booking form. There after the following charges apply to Villa and Yacht bookings;  
60 – 0 days 100% charged unless otherwise specified on your booking form.

**Alteration or Cancellation by us:** It is unlikely that we will have to make any changes on behalf of the owner, to your booking after it has been

confirmed. However, because we plan arrangements many months in advance and because we do not control the yachts, hotels and villas, changes even cancellations may become necessary.

**"Tailored Packages"**

Your rights will depend upon the type of change involved, and when it occurs:

A change will be 'major' or 'minor'. A major change is a change of a 'property' to a lower grade, or to a different 'property' entirely. Any other change is minor. If there is a minor change before you depart we will try our best to tell you before you go. If there is a major change before you go we will notify you as soon as possible and offer you a choice of three options. You can accept the change or transfer to another available option, (if it is more expensive you will have to pay the

difference, but if it is cheaper we will make the appropriate refund) or finally, you can cancel and receive a full refund. In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you have departed we will make alternative arrangements, or if this is impossible, or you do not accept these alternative arrangements for a good reason we will refund you pro rata for the cost of the remainder of your holiday.

**Liability:** Grenadine Escape makes every effort to ensure the accuracy of the product description we cannot be held responsible for any alterations made to the property or its amenities which are beyond our reasonable control. Grenadine cannot accept responsibility for any sickness, injury, loss, damage, additional

expense or inconvenience directly or indirectly caused by or arising out of the property and its appearance, plumbing, electrical or otherwise exceptional weather conditions or owners negligence. Further no responsibility is accepted for the personal property (including pets) car, or the cars contents belonging to the hirer. If any compensation is due from Grenadine it shall be limited to the cost of the holiday paid to it. If in the event of your 'property' not being available when you arrive for reasons beyond our control, Grenadine reserves the right to substitute a similar type of 'property' or if such is not available to provide accommodation until such is available.

Grenadine cannot be held responsible for any changes made by the owners, or the owners

representatives on island, to 'properties' or the withdrawal of 'properties' at any time.

### **Complaints**

If you have a problem or any cause for complaint during your holiday, please report it immediately to the owners on island representative (eg. the House Manager) so that he/she has an opportunity to resolve it. You must also notify us at Grenadine immediately by email, phone or fax. We cannot accept any responsibility if you fail to notify us immediately as we would have been deprived of the opportunity to investigate. Should the matter not be resolved to your satisfaction a written complaint must be given to the local supplier and a claim must be made in writing to us within 28 days of your return.

**Special requests:** If you have any special request (e.g. dietary, particular room) please put your request in writing. We will do our best to ensure your request is met by passing it on to our property. No special request however can be guaranteed.

**Behaviour:** If in the opinion of ourselves, any accommodation manager or other person in authority you are behaving in such a way as to cause danger, distress or annoyance to others or damage to the property, your holiday arrangements may be terminated by either ourselves or the supplier concerned. In this situation, we will have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Further more you must meet any expenses we incur as a result of

your behaviour. Hirers are responsible for the replacement of any article broken or damaged during their occupation of the ‘property’ and for the repair of any damage done to the ‘property’ itself.

### **Web site presentation accuracy**

All information on our web site is regularly checked to ensure its accuracy. However because we do not own or control the ‘properties’ changes can occur from time to time. We therefore reserve the right to change any of the details featured including prices at any stage, although we will tell you of any relevant changes of which we have been notified before we accept your booking. However we do have close rapport with all owners and put every effort into giving you a real picture of what your holiday will be like.

**Law governing the contract:** The contract is governed by English Law and you agree to submit to the jurisdiction of the English courts

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