



PURE ESCAPES

Terms & Conditions

1.0 BOOKING REQUESTS AND BOOKING CONDITIONS

Please read the following conditions carefully, as products and services sold by us are subject to these conditions unless otherwise agreed. Pure Escapes, (hereafter referred to as 'we', 'our' and 'us' and the Agent (hereafter referred to as 'Agent', 'you' and 'your') agree that the terms and conditions for the services provided by us to you shall be governed by the Booking Conditions detailed below and that the said Booking Conditions shall form an entire part of the service contract, whether verbal or written, entered into between us and the Agent.

2.0 PRICES

- 2.1 All prices quoted to you are on a net basis in either USD or Euros for the Seychelles and are valid according to the date specified on our condition tariffs, quotations, and invoices issued to you.
- 2.2 It is important to check the details on the invoice as soon as you receive it. In the event of any discrepancy please contact us immediately. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within 3 days of our sending it. We will do our best to rectify any mistake notified to us outside of these time limits but you must meet any costs involved in doing so. Please note that the prices quoted are subject to change in line with market, tax or currency fluctuation without prior notice.

3.0 PRICING ERRORS AND CHANGES

Whilst we endeavour to ensure that the most up to date and correct prices are shown on our confidential tariffs and online rates, there may on occasion be an incorrect price shown, due to an unfortunate error or pricing change. We will advise you of any pricing change at the time of booking. If we become aware of any error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We must reserve the right to cancel the booking if you do not wish to accept the price which is actually applicable to the holiday in which case, you will be given the choice to amend your booking to an alternative holiday, at the correct price.

4.0 RESERVATION & CONFIRMATION

Reservation Requests can be made online, telephone or email and will be confirmed the same day whenever possible. A reservation is not deemed to have been made until it is confirmed by a member of our staff.

5.0 PAYMENT FOR BOOKINGS

- 5.1 Unless agreed by us in writing, all payments must be made in accordance with the hotels and resorts terms and conditions otherwise the booking will be considered void and your reservations will be released.
- 5.2 Unless otherwise agreed by us, your payment should be executed by swift transfer to our bank account detailed on the invoice. Any bank charges levied by the sending bank relating to transfers to us must be paid by the Agent. Payment by credit card is acceptable but a service charge will apply. you receive it. In the event of any discrepancy please contact us immediately.

6.0 CANCELLATION POLICY

Except as otherwise agreed by us, any cancellations should be made in writing and will be in accordance with hotels the resort cancellation policy, referred to on our invoice.

7.0 CLIENT DOCUMENTS

- 7.1 All bookings will be confirmed by email along with relevant documentations such as Final Itinerary and Booking Vouchers. The confirmation email will constitute a written agreement and confirmation of all bookings.
- 7.2 Unless otherwise agreed in advance, we expect you to issue your clients with appropriate receipts and vouchers required. If your client has no such documents then your client's passport details will suffice as proof of identification and all services will be provided as agreed, subject to paragraph 9.0 below.

8.0 HOLIDAY INSURANCE

This is a vital part of any holiday and it is a requirement of the booking that your client and/or members of their party hold adequate travel insurance with full cancellation cover. Please ensure your client reads the policy details carefully and takes a copy of the policy with them on holiday. It is your client's responsibility to ensure that the insurance cover they purchase is suitable and adequate for their particular needs.



9.0 CHANGES TO THE BOOKING

If your client wishes to change any part of their holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by you. If it is possible to make the change, it will be subject to an administration charge of USD50 per amendment or EUR 50 for a booking, and payment of any further costs incurred as a result of the change. If we agree that your client may change the booking to a holiday of lower value, and then your client cancels that holiday, we reserve the right to levy cancellation charges on the value of the original booking.

10.0 EXPERIENCES

- 10.1** Experiences which form part of your client's package: On occasion we are able to arrange various 'experiences', such as fishing, which you can pre-book on behalf of your client before departure and pay us for as part of your client's holiday arrangements. Some of these experiences may require your client to be in good physical and mental health and, by booking with us, you confirm that your client and their party are in good health with no medical history that would make it dangerous for them to participate. They must observe safety instructions at all times. We will only accept responsibility for these experiences in accordance with these booking conditions. The experiences may be subject to minimum numbers, and may be cancelled at short notice. In such circumstances, your client will receive a full refund of monies paid for the activity in question but we will not have any other liability (including compensation). Your client will not be entitled to cancel any other arrangements as a result without paying the applicable cancellation charges.
- 10.2** Experiences which do not form part of your client's package: We are also able to offer assistance and reserve certain experiences and activities for your client, for which they will be liable to pay locally. In these circumstances, we only act as a booking agent for the operator of the experience concerned. Your client's contract will therefore be with the local operator which provides it and it does not form part of your client's contracted holiday arrangements with us. The contract will be subject to the local operator's terms and conditions, some of which may exclude or limit its liability to your client, and will be governed by local law and jurisdiction. We accept no liability for any breach of contract or negligent act or omission of any excursion/activity provider.

11.0 SPECIAL REQUESTS

Where special requests eg. diet, room/villa location, twin or double bedded room, a particular facility at a hotel and/or particular meals etc. are an important factor in the choice of holiday, you must advise us when the booking is made.

We are happy to pass your request on to the hotel but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us.

12.0 WEATHER

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your client's holiday due to bad or unusual weather conditions.

13.0 LIABILITY

We will always do our utmost to provide the services to the best of our capacity and to the satisfaction of the Agent and their client. We shall in no event be liable to the Agent, by reason of breach of services or unsatisfactory services provided to the Agent by third parties or by way of indemnity or in tort or otherwise, for any loss, injury, damage, delay, change in schedule or other adverse events which are beyond our control and/or sustained by an act or default of any person or company providing the services to the Agent. The Agent warrants that we shall not be responsible and/or liable for additional expenses and/or damages incurred due to any delay, accidents, natural disaster, political action or unrest.

14.0 ANTI-MONEY LAUNDERING AND SANCTIONS

- 14.1** The Agent acknowledges that due to anti-money laundering and sanctions regulations within their respective jurisdictions, we and/or any person acting on behalf of us may require further documentation verifying the Agents and clients identity and the source of funds used to pay for the service before the booking can be confirmed. The Agent further agrees to provide us at any time with such information as we determine to be necessary and appropriate to verify compliance with the anti-money laundering and sanctions regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of the Agent and client from any governmental authority, self-regulatory organization or financial institution.



14.1 The Agents further agrees that it will not deal with and is not a restricted party nor is nor owned or controlled by one.

14.3 Further, we reserve the right to suspend and/or terminate performance of our obligations under this agreement in the event that the Agent and/or client are suspected of breaching international standards on anti-money laundering and/or are a restricted person.

15.0 GENERAL TERMS

15.1 We shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

15.2 No indulgence, which we may grant to any party, shall constitute a waiver of any of the rights of us, and we shall not hereby be precluded from exercising any rights against the client, Agent which may have arisen in the past or which might arise in the future.

15.2 Each of the terms or conditions of this document are separate and severable, which are individually and jointly enforceable. In the event that any one or more of the provisions of this document are found to be invalid, unlawful and/or unenforceable, such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

15.3 Neither party shall be liable for any breach of this Agreement or other failure performance arising solely as a result of an event of force majeure which means any event outside the control of the party relying upon it as reason for failing to perform any obligation under this Agreement, including (without limitation) any act, order or requirement of government (national or local), war or threat of war, terrorist activity or the threat of the same, adverse weather conditions such as to create serious risk of death or serious injury or otherwise make performance of the contract dangerous to any person, and any form of industrial action.

15.4 Neither party may transfer or assign its respective rights and obligations under this Agreement without the other Party's written consent.

15.5 This document, together with all annexures, addendums and/or itineraries attached to our invoices constitutes the whole agreement between us and the Agent and no variation, cancellation, novation or deletion of any provision of this document shall be binding unless reduced to writing and signed by the Agent and an authorised representative of ours.

15.6 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Guernsey.

15.7 The parties irrevocably agree that the courts of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15.8 In light of the COVID-19 pandemic and the ever changing circumstances and uncertain time scales involved, we would suggest that if the Hotel offers a refund or a chance to book for a later date that it would be prudent to accept the refund. Please note in the extremely unlikely event that the Hotel is unable to comply with its obligations for a postponed booking, we will accept no liability to you or your client.