

# General Terms and Conditions for Booking

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The Services offered by Half Moon Blue Services (as defined below) can only be used by Customers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these terms and conditions. The agreement between Customers and Half Moon Blue Services comes into force as soon as Half Moon Blue Services provides written confirmation of a booking to Customers by email.

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

## Article 1. Definitions and scope

### 1.1. Definitions

The following definitions have the same meaning whether they are singular or plural.

**'Customer'** means a customer who reserves and/or books one or more Services offered on the Website.

**'Half Moon Blue Services'** means Half Moon Blue Services, GmbH, whose registered office is at Lederergasse 18/3. A-1080 Wien. Austria

**'General Terms and Conditions'** means these general terms and conditions for booking and use, as amended from time to time.

**'Service'** means a service offered on the Website, such as the booking of transport services, accommodation services, car hire services.

**'Supplier'** means a supplier of Services, such as hotel, car hire company.

### 1.2. Scope

These General Terms and Conditions apply to offering and providing of the Services by Half Moon Blue Services, GmbH

The General Terms and Conditions can be changed by Half Moon Blue Services, GmbH at any time without prior notice, although such changes will not apply to bookings that have already been accepted by Half Moon Blue Services, GmbH on behalf of the Supplier(s) concerned. It is therefore essential that the Customer reads, saves and/or prints a copy of the General Terms and Conditions at the time the booking is placed, in order to be aware of the provisions in force.

## Article 2. Booking via the Website

### 2.1. The Customer's legal authority

The Websites [www.halfmoonblue.com](http://www.halfmoonblue.com), [www.bacoletbeachclub.com](http://www.bacoletbeachclub.com) help the Customer to find travel products and to make the necessary reservations. The Customer must be at least 18 years old, be legally authorised to enter into contractual obligations, have the requisite consent or authority to act for or on behalf of any persons included in a booking and must use the Website in accordance with these General Terms and Conditions and the Website Terms of Use.

The Customer is responsible for his / her activities on the Website (financially or otherwise), including the possible use of his / her user name and password. The Customer guarantees that the information entered by him / her on the Website in relation to him / her and, if applicable, his / her travelling companions is accurate.

Any use of the Website that is fraudulent or is in conflict with these General Terms and Conditions shall be reason for refusing the Customer access to the Services offered by Half Moon Blue Services and the Suppliers or to the other functionalities of the Website.

## 2.2. Confirming and cancelling orders

### 2.2.1 Confirming

Confirmation of a booking, which includes the essential elements such as the description of the Service(s) booked and the price, will be sent to the Customer by e-mail. If the Customer does not receive a confirmation e-mail within 24 hours of placing the booking, he / she should contact Customer Services at [info@bacoletbeachclub.com](mailto:info@bacoletbeachclub.com).

It is expressly agreed that the data stored in the information systems of Half Moon Blue Services, GmbH and / or its Suppliers shall constitute proof with respect to the bookings made by the Customer. Data stored in computers or electronic media are valid proof, and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

### 2.2.2 Cancellation

Cancellations can be made for hotel accommodation by sending an email to [info@bacoletbeachclub.com](mailto:info@bacoletbeachclub.com)

In the event of cancellation or partial cancellation of a booking by the Customer, charges may be imposed by the applicable Suppliers. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking.

A Fee of 30% of total amount for accommodation or one night minimum may be imposed by the applicable Supplier in the event of a cancellation or change to a booking 72 hours or less prior arrival.

We reserve the right to cancel your booking if full payment is not received in a timely fashion.

### 2.2.3 Change of booking

If after making the booking the Customer wants to change the trip with respect to the the accommodation or the means of transport, the Customer should email to [info@bacoletbeachclub.com](mailto:info@bacoletbeachclub.com). A fee may be imposed by the applicable Supplier in the event of a change to a booking.

### 2.2.4 Reimbursements

In the event of a refund to the Customer after the above deductions, the relevant amounts will be transferred back by the party that took the original payment (such as Half Moon Blue Services) to the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement.

## Article 3. Accommodation

### 3.1. Accommodation Services

If a Customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the Customer must confirm the reservation changes with Half Moon Blue Services no later than the original date of check-in to prevent cancellation of the whole reservation. If the Customer does not confirm the reservation changes with Half Moon Blue Services the whole reservation may be cancelled and refunds will only be due to the Customer in line with the Rules and Restrictions of the applicable Supplier as notified in the booking process.

Any Customer who does not cancel or change their reservation before the cancellation policy period applicable to the hotel which varies by hotel (usually 72 hours) prior to the date of arrival will be subject to the charges shown in the Rules and Restrictions for the hotel reservation. Customers should note that some hotels do not permit changes to or cancellations of reservations after they are made and these restrictions are shown in the Rules and Restrictions for the hotel reservation.

You may not book more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a

cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book 9 or more rooms, you must send us an email ([info@bacoletbeachclub.com](mailto:info@bacoletbeachclub.com)). One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a non-refundable deposit if required by the hotel.

### 3.1.1. Use of rooms

The Customer is reminded that, in general, rooms are only available from 14:00 and have to be vacated by 12:00, irrespective of the time of arrival or departure or the means of transport used.

Double rooms have king-sized beds.

### 3.1.2. Classification

The indication of the comfort level given to hotels in the descriptions on the Websites ([www.bacoletbeachclub.com](http://www.bacoletbeachclub.com), [www.halfmoonblue.com](http://www.halfmoonblue.com)) corresponds to a classification based on local standards in that country, which can differ from standards in the country the party is domiciled. This classification is provided only as an indication. Customers should be aware that standards can vary between hotels of the same class in different countries, and even in the same country. It is important to read carefully the individual hotel descriptions. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated.

It is possible that, from time to time, for reasons (for example a hotel is overbooked due to connectivity issues with the hotel) for reasons of force majeure (for example a hotel is closed due to a hurricane) a hotel booking is cancelled or amended. Should such events occur, Half Moon Blue Services will make all reasonable efforts to notify the Customer of this as soon as possible and where possible will offer alternative accommodation in a hotel in at least the same star classification with similar services. If this offer is not taken by the Customer, Half Moon Blue Services will ensure that all monies paid in respect of the hotel booking are refunded.

## 3.6. Supplier Rules and Restrictions

Half Moon Blue Services works with hotels (Bacolet Beach Club, Half Moon Blue), but does not control them. The Services are subject to the Rules and Restrictions of the Suppliers offering the travel products. After the customers have secured their booking with Half Moon Blue Services they are advised to contact the hotels directly if any questions regarding the Rules and Restrictions and the accommodation arise (tel. +1 868 639 3551 or 2357 or [reservations@bacoletbeachclub.com](mailto:reservations@bacoletbeachclub.com) or [reception@bacoletbeachclub.com](mailto:reception@bacoletbeachclub.com) or [reception@halfmoonblue.com](mailto:reception@halfmoonblue.com)).

## Article 4. General

### 4.1. Travel Destinations

By offering travel to Trinidad and Tobago, Half Moon Blue Services, GmbH does not represent or warrant that travel to such destinations is advisable or without risk, and is not liable for damages or losses that may occur from travel to such destinations.

### 4.2. Prices

Prices are liable to change at any time, but changes will not affect bookings already accepted. HALF MOON BLUE SERVICES, GMBH EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY. Half Moon Blue Services, GmbH is under no obligation to provide Services to a Customer at an incorrect (lower) price, even after Customers have been sent confirmation of their booking.

## Article 5. Financial conditions and payment procedures

### 5.1 Local taxes and Payments

Unless specified otherwise the prices are expressed in USD, including local taxes.

The price on the Website or by telephone must be paid either to (i) Half Moon Blue Services which will accept such payments on behalf of the Suppliers (Bacolet Beach Club, Half Moon Blue hotel).

## **Article 6. Disclaimer**

Except as expressly set out in these General Terms and Conditions, all the information contained on the Websites [www.bacoletbeach.com](http://www.bacoletbeach.com) and [www.halfmoonblue.com](http://www.halfmoonblue.com) are provided by the hotels without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are excluded. By accessing these Websites, the Customer agrees that Half Moon Blue Services will not be liable for any direct, indirect or consequential loss arising from the use of the Website, any delay or inability to use the Website, or from the Customer's use of links from the Website. The exclusions and limitations contained in this clause apply only to the extent permitted by law.

## **Article 7. Applicable Law**

These General Terms and Conditions are governed by the laws of Trinidad and Tobago. The Customer agrees that the Courts of Trinidad and Tobago shall have jurisdiction to hear and determine any dispute arising from the interpretation of these terms.

## **Article 8. Final Provisions**

If Half Moon Blue Services, GmbH does not invoke one of the provisions of the General Terms and Conditions at any one moment, this must not be interpreted as a cession of the right to invoke it at a later date.

These General Terms and Conditions come into force on 7 November 2016.