

Terms and Conditions

PLEASE READ, AS THIS CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. BY VISITING THIS WEBSITE AND/OR PERFORMING TRANSACTIONS WITH SANDS OF LUXURY YOU ARE IRREVOCABLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. PLEASE CONTACT US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Please thoroughly review these terms and conditions of Sands of Luxury and Lifestyle Holidays Vacation Club, herein referred to as S.O.L and L.H.V.C. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting and making payment to S.O.L, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

BOOKING ACCURACY/LEGAL

NAMES: Passenger is required to immediately review all aspects of their booking to verify (but not limited to): lead passenger name and accompanying guests, email address, telephone number, pricing, method of payment, and accommodation/all-inclusive details on your booking invoice. Please notify S.O.L immediately if any

omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

DATE ALTERATIONS: Please find that once a booking has been confirmed you may only make date alterations when we are given 3 months notice prior to the arrival date. We can accept alterations of 2-3 day movement of the confirmed booking to accommodate flight changes. All alterations are subject to availability.

During PEAK season (Feb, Mar, Apr, Jul, Nov, Dec), requests for date alterations shall be honored if 3-month advance notice is given. This notice is inclusive of the arrival date. Should the alteration be due to a flight change, L.H.V.C shall accept alterations of 2-3 days. All alterations are subject to availability. During OFF-PEAK season (Jan, May, Jun, Aug, Sept, Oct), requests for date alterations shall be honored if 1-month advance notice is given. This notice is inclusive of the arrival date. Should the alteration be due to a flight change, L.H.V.C shall accept alterations of 2-3 days. All alterations are subject to availability. A maximum of 3 date alterations will be allowed per reservation, subject to availability.

TRAVEL

DOCUMENTS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passports, visas, vaccinations, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases S.O.L from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. S.O.L recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements. Please be advised that company policy now requires identification in the form of a passport. Please be advised that if the lead passenger named on the booking is not present at check-in then you will not be allowed to proceed with the check-in process. We must be informed of any lead passenger name changes within 48 hours of arrival.

Please note, effective January 23, 2007 a valid passport will be the only acceptable document for travel to Mexico.

TOURIST CARDS:

Dominican Republic

As of January 2015, tourist cards can be purchased on arrival at the airport at a cost of \$10USD equivalent or before your initial travel dates, which is valid for 30 days.

Mexico

As of January 2015, tourist cards can be purchased on arrival at the airport at a cost of \$22USD equivalent or before your initial travel dates, which is valid for 180 days.

PAYMENTS: S.O.L accepts bank checks and money orders at the present time. If S.O.L does not receive deposit/payment on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Passenger(s) voluntarily hold S.O.L harmless for cancellation of any booking for either late payment or lack of payment after the deposit due date.

PRICING: Prices and availability quoted by S.O.L are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Passenger agrees that S.O.L is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is S.O.L responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold S.O.L harmless for any actions or damages arising from Supplier pricing.

AIRFARE: Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports are at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger is responsible for any such fees.

If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time.

Each airline has its own policy regarding luggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage.

In the event of damage, late forwarding, theft or loss of luggage, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. S.O.L strongly recommends that you obtain an insurance policy covering the value of your items.

YOU AGREE THAT S.O.L IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN

PROPERLY. PLEASE WAIT TO BOOK AIRFARE UNTIL BOOKING IS CONFIRMED WITH S.O.L AND L.H.V.C.

ACCOMMODATIONS AND

ACTIVITIES: “Accommodations” are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, and all-inclusive vacation clubs and resorts.

a. Taking possession of and vacating your room

Policies regarding check-in and check-out of your rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. S.O.L is not responsible for any charges and damages resulting from your failure to timely check-in, occupying and vacating your room.

b. Types of room

Room classifications and amenities may vary by hotel and/or country. S.O.L makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered. In any event that L.H.V.C are unable to accommodate your party in the 6 bedroom Villa you will be allocated (2x) 3 bedroom villas equaling 6 bedrooms at only 1 booking fee.

c. Transportation & Golf-Carts

Please note that the number of rooms booked in the villa accommodation allocates golf cart sizes. Golf carts are only presented in the Villas at the Puerto Plata resort location ONLY. Golf carts can only be collected by the lead passenger named on the confirmation between the hours

of 3pm - 6pm on your day of arrival from the golf cart center. Please find that you are now required to present a valid drivers license in order to receive your golf cart. In all other accommodations at the Puerto Plata Resort booked a shuttle bus service will be provided with varying operational hours.

d. Meals

These depend on the meal plan chosen with the applicable accommodation and vary in price by travel dates and resorts provided by L.H.V.C. and S.O.L.

* All-inclusive. This includes breakfast, lunch, dinner and normal drinks (bottled water, fruit juice, sodas, local alcohol). Some alcoholic drinks may not be included and will be billed separately. Should you decide to leave the resort earlier than your departure date, you will NOT receive a refund of the all-inclusive fees.

In some countries drinking water is not always available, and it is necessary to comply with the all-relevant rules, particularly with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks. Bottled water may be provided as an alternative. Please advise L.H.V.C. of any passenger(s) with food allergies S.O.L will not be held liable in the event of an incident or accident, which is due to a lack of vigilance on your part.

e. Bracelet information: Any guests that you should wish to join you in resort that are not included in the confirmation will be subject to a daily charge fee and will be issued with a

NON-VIP bracelet.

Please note that the bracelets are reusable and must be returned upon check-out: for each bracelet that is lost or returned broken or damaged, you will be charged US\$200 by the resort.

Should the size of your party increase from the number shown on your completed reservation form you will be required to make additional reservations for other accommodations. You will be required to give the names and arrival times of any guests joining you that are included in your reservation to the reception upon check-in so that they may receive VIP bracelets. VIP benefits accompanied with specific VIP bracelet colors may be revoked at any time without notice.

f. Activities offered during your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. S.O.L will not be held liable in the event of an incident or accident, which is due to a lack of vigilance on your part. It may happen that certain activities are no longer provided for climatic reasons. In the PEAK or OFF-PEAK season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. Entertainment, parties and sports activities on the grounds of the L.H.V.C resorts may vary depending on climatic conditions. Particularly during the PEAK season, it is possible that the numbers of lounge chairs, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the

establishment in question. You agree that S.O.L is not liable for activities unavailable due to any of the reasons listed above. Any excursion activities offered are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly these activities may be withdrawn at the discretion of the organizer and will not give rise to any entitlement of compensation.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, S.O.L SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

g. Infants

We ask parents travelling with infants to bring with them the appropriate food and proper necessities for their child, as they may not be able to find it at their destination.

h. Pregnant women

S.O.L advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them to travel. You agree that S.O.L will not be liable for any damages arising from inability to travel in any or all of the trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

i. Travelers with special needs or disabilities

If you have special needs or a disability you must call S.O.L with your accommodations ahead of time and verify that special needs can be met. S.O.L makes no guarantee as to the ability of any accommodation, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. S.O.L has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any reservation are asked to contact us who will in return contact the resorts of L.H.V.C.

RESORT REGULATIONS

- a. Absolutely no pets are allowed in the unit or on property grounds. This includes pets left in vehicles. Violations will result in charges for additional cleaning.
- b. There must be a responsible member or guest of the traveling party of at least 18 years of age present for the entire duration of the vacation. Proof of age may be required.
- c. Only the person on the confirmation may check-in at the L.H.V.C property. For any change to the check-in name, you must contact S.O.L as soon as possible.
- d. L.H.V.C reserves the right to relocate a confirmed guest in alternative accommodations.

- e. Over-occupancy of the unit size confirmed will result in an upgrade fee and/or refusal of the extra persons from checking-in.
- f. Guests are responsible for actions taken by children and people accompanying them in accommodations provided by L.H.V.C.
- g. L.H.V.C and S.O.L shall not be held liable for any injury, loss or damage to persons or property for any reason. If any damage should occur while you are occupying the unit, you must notify the L.H.V.C customer service department immediately. You are responsible for any fees charged due to damage.
- h. S.O.L cannot guarantee the view from any units or the location of any units within the resort. S.O.L cannot guarantee a specific location or accommodation requested.
- i. L.H.V.C and S.O.L are not liable for any cost incurred due to a cancelled or rescheduled flight provided by an independent airline carrier.
- j. L.H.V.C guest access policy: Any member requiring additional guest access to the resort must notify the customer service department 24 hours prior to arrival. All guests are subject to additional fees and L.H.V.C also has the right to refuse access or restrict access.
- k. L.H.V.C reserves the right to remove members or guests from the resort should their behavior be deemed unacceptable by the vacation club, other members/guests.
- l. L.H.V.C and S.O.L determine PEAK season as (FEB, MARCH, APRIL, JULY, NOV, DEC) and OFF-PEAK season as (JAN, MAY, JUNE, AUG, SEPT, OCT) at the Puerto Plata L.H.V.C. resort.

CANCELLATION POLICIES: All confirmed no-shows are subjected to a non-accreditation service fee imposed by L.H.V.C. and S.O.L. **THERE ARE NO MONETARY REFUNDS AS L.H.V.C. ONLY GIVES OUT SERVICE FEE ACCREDITATIONS ONCE THE BOOKING IS CONFIRMED.** All cancellations MUST be in writing and sent to S.O.L by fax to 1-844-347-2637 or by email to cancellations@sandsofluxury.com. Cancellations sent to any other address will not be processed. Upon making the booking, Passenger(s) hereby accept & acknowledge liability for the cancellation policies imposed by S.O.L. and L.H.V.C Cancellation of a confirmed booking, more than 3 months prior to arrival, will receive a full Service Fee accreditation. Cancellation between 3 months and 1 month prior to arrival will receive a 50% Service Fee accreditation. Any cancellation 1 month prior to arrival and the Service Fee will be forfeited in its entirety.

AGENT/INTERMEDIARY: S.O.L is simply an intermediary between L.H.V.C and the public. Passenger(s) acknowledge and agree that S.O.L shall not be

responsible for any loss, damage, delay, inconvenience or injury to passenger(s) or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than S.O.L or its direct employees, including but not limited to these suppliers, their employees, agents, servants, or representatives. S.O.L is not liable for any loss due to passenger's gambling and is not responsible for any purchases made while on the trip.

S.O.L recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to S.O.L at the time of reservation upon initial booking so S.O.L can contact the L.H.V.C to investigate amenities and/or special accommodations offered. Passenger is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. Passenger(s) acknowledge and agree that S.O.L shall be held harmless for any and all claims relating to supplier rejection relating to mental or physical condition. The Passenger admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of passengers and baggage.

LIMITATION OF

LIABILITY: Without limitation, Passenger(s) assume the risk of, and agree that S.O.L is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion,

political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

MODIFICATION OF TERMS AND CONDITIONS:

The Terms and Conditions may be amended or modified by S.O.L at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking. Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking request with S.O.L. Without the acceptance of these Terms and Conditions, your reservation request is subject to non-completion and will not be processed until further notice. S.O.L does not guarantee it will take action against all breaches of the Terms.

SEVERABILITY: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

APPLICABLE LAW: The parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with and shall be governed by the laws of Bronx County, New York state. The arbitration shall take place in Bronx County, New York City and will be conducted by a single arbitrator. The language of the arbitration shall be English. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a verdict.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against Sands of Luxury. If Passenger(s) fails to submit their claim to arbitration and instead files suit, Sands of Luxury shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and Sands of Luxury agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.