

## Terms & Conditions

Our terms and conditions have been set out to ensure all guests enjoy a safe and relaxing time whilst visiting Cap St Georges Beach Club Resort. Please read this information carefully as it contains important information about weddings **at Cap St Georges**.

### 1. DEFINITIONS

For the purpose of these terms and conditions, the following definitions apply:  
'Event Order' means the form provided to you prior to your event stating all details of your function.

'Business Day' means any day from Monday to Friday inclusive, except public holidays.

'Resort' means Cap St Georges Beach Club Resort and its managers, supervisors and employees.

'Resort Premises' means the premises situated at Cap St Georges Beach Club Resort.

### 2. BOOKINGS

2.1 Your chosen venue will be held tentatively for fourteen (14) days, from the date the Resort accepts your booking BY EMAIL.

2.2 Confirmation of your booking is required with the deposit to the Resort, (paragraph three (3) below) within fourteen (14) days of making your booking. If the deposit is not received by the Resort within fourteen (14) days, the venue will be released and your booking may be cancelled. Exceptions and extensions may apply at management's discretion.

2.3 Fourteen (14) clear Business Days before your function, final payment to the Resort is required.

### 3. INFORMATION REQUIRED FOR THE RESORT'S WEDDING SALES EXECUTIVE

Bride (full-name):

Groom (full-name):

Address:

Home phone:

Mobile:

Email:

Wedding day/date:

Ceremony time/location:

Reception time/location:

Expected no. guests:

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## 4. DEPOSITS

4.1 A non-refundable €500 deposit is required within fourteen (14) days of booking. The deposit is to be paid with terms and conditions signed and returned before your booking is guaranteed. Tentative bookings without a deposit paid and terms and conditions signed will only be held for a period of fourteen (14) days. The Resort reserves the right to release any tentative bookings after the fourteen (14) days.

4.2 Fourteen (14) days prior to your wedding date, 100% of your wedding cost is required to be paid

## 5. PAYMENT

5.1 Full payment of your wedding is required at least fourteen (14) days prior to your wedding date. Services will not be provided without the final payment being received.

5.2 Any additional charges need to be settled on departure.

5.3 Credit card details will be held on file for final settlement purposes. You will be notified regarding any charges processed on your credit card for any breakages, damages or incidentals

## 6. WEDDING DETAILS

6.1 You are required to provide the Resort in writing particulars of all venues, beverages, entertainment, technical requirements, room set ups, starting and finishing times in connection with your wedding. These details are required at least one (1) month before your wedding.

6.2 Guaranteed numbers – final attendance numbers must be notified to the Resort twenty one (**21**) days prior to your wedding. Any reduction in attendance numbers within twenty one (21) days prior to your wedding will be subject to charging at the full contracted amount.

6.3 You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless prior permission is granted by the Resort.

6.5 The Resort is a private resort open to other guests. All guests are required to observe house rules, trespass, noise (music is to be turned down low after 24.00) and general behavior, particularly at night. Anyone in your party creating nuisance may be asked to leave the Resort Premises immediately and will be liable for any damages caused either to other guests or the proprietor.

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### **7.WEDDING CANCELLATION**

7.1 All cancellations are required in writing .

7.2 All deposits / payments are non-refundable.

7.3 Notice within twelve (12) months of your wedding date, 25% of the wedding cost will be charged.

7.4 Notice within six (6) months of your wedding date, 50% of the wedding cost will be charged.

7.5 Notice within three (3) months of your wedding date, 75% of the wedding cost will be charged.

7.6 Notice within one (1) month of your wedding date, 100% of the wedding cost will be charged.

### **8.ACCOMMODATION**

8.1 If accommodation for the bride and groom is included in the wedding package, please fill out the attached Wedding Accommodation Form. Once this form is returned, your accommodation will be booked and a confirmation email will be sent to you.

8.2 Guest accommodation is subject to availability and booked on the acceptance of our accommodation terms and conditions (available on the Resort website). All guest accommodation bookings require a 30% non-refundable deposit.

8.3 Check in is at 2.00pm and check out is at 10.00am. Please ensure you take this into consideration when selecting your ceremony time as we cannot guarantee an early check in for your guests.

### **9.CIRCUMSTANCES BEYOND THE CONTROL OF THE RESORT**

9.1 If the Resort is unable to provide the facilities or any other arrangements for your wedding or any part thereof, or to otherwise perform the terms of this agreement and the Resort's failure is due to circumstances beyond its decision or control, the Resort is not responsible for any costs, damages or expenses that you may suffer or incur.

### **10.CONDUCT OF THE WEDDING**

10.1 Your wedding must be conducted in an orderly and lawful manner.

10.2 The Resort may terminate your wedding if the Resort reasonably believes that your wedding is not being conducted in an orderly and lawful manner.

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10.3 The Resort has no responsibility to you for any costs, damages or expenses that you may incur in relation to the Resort's termination of your wedding.

10.4 The Resort may exclude or remove any persons or possessions from your wedding or from the Resort premises. No food or beverages of any kind, other than those provided by the Resort, will be permitted at the wedding venue without the consent of a representative of the Resort.

10.6 This Resort practices principles of responsible service of alcohol. Intoxicated persons will not be served alcohol and may be removed from the premises.

### **11.EXTERNAL SUPPLIERS**

11.1 Where goods or services are supplied from an external supplier additional terms and conditions may apply, such as additional deposits, earlier confirmation of final numbers or cancellation fees. You are responsible for any fees that may apply in relation to the supplier's terms and conditions.

11.2 The Resort acts as an agent for external suppliers, such as Photography and Videography, Decorators, Cake Supplier and others, therefore the suppliers hold all responsibility for their services.

### **12 ITEMS NOT COLLECTED**

12.1 Any items that have not been collected after the event will be disposed of within seven (7) days.

### **13.THE RESORT WAIVERS RESPONSIBILITY FOR:**

13.1 Theft, damage or loss of any goods brought onto the Resort Premises

### **14.LOSS AND DAMAGE TO THE RESORT PROPERTY**

14.1 You are responsible for all loss and damage to the property of the Resort (including the Resort Premises and any fixtures, furnishings or goods on or off the Resort) caused by or arising from any act or omission by you, your guests or any other persons attending your wedding or present in the Resort rooms.

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### 15.SUBSTITUTION OF WEDDING ROOMS

15.1 The Resort may assign you to another area or room for your wedding in the event that the area or room originally designated for your wedding is unavailable for any reason or the Resort believes the area of the Resort originally designated for your function is deemed inappropriate.

### 16.PRICE VARIATIONS

16.1 Whilst every effort is made to maintain prices as printed or quoted, they may be subject to increase without notice to cover unforeseen price rises.

Please read these terms & conditions carefully. If you do not understand any of the terms & conditions or have any questions, please discuss them with our Wedding coordinator.

In paying the booking deposit, these terms and conditions are binding upon the client.

## PRIVACY POLICY

Last Modified: May 16th, 2018

### Introduction

Nikki Beach Club Ltd ( Cap St Georges Luxury Club Resort) (hereinafter "we", "us" or "our") is the controller of the information collected or provided directly.

We respect your privacy and are committed to protecting it through our compliance with applicable privacy and data protection laws and regulations. Please read this privacy policy carefully to understand our policies and practices regarding your information and how we will treat it.

If you have any questions about our privacy practices, please refer to the end of this privacy policy for information on how to contact us.

This privacy policy applies to information we collect:

directly from you or through third parties in the standard course of the business we do in order to provide you with the service you requested.

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## Collection of Personal Information

We collect and use several types of information the individuals we co-operate with, including information by which you may be personally identified and that is defined as personal data or personally identifiable information under applicable law ("Personal Information"), such as your first and last name, e-mail address, billing information, demographics, telephone number, or other (online) contact information, personal details, health related information.

## **Categories of Personal Information we collect and use on or through our Website include:**

Information that you provide by filling in forms, in particular at the time of first contact with us.

We also collect Personal Information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.

Records and copies of your correspondence (including e-mail addresses), if you contact us.

Details of transactions you carry out, if any, and of the fulfillment of your orders.

## Purposes for Which We Use Your Personal Information

In general, we use information that we collect about you or that you provide to us, including Personal Information and Sensitive Personal Information, for following purposes:

Provision of services: to provide you with information, products or services that you request from us;

Customer management: to manage your account, to provide you with customer support and with notices about your account, including notices, notices about changes to any products or services we offer or provide through it;

Advertising: following explicit consent to communicate with you about products or services that may be of interest to you either from us, our affiliates or other third parties;

Functionality and security: to detect, prevent, and respond to actual or potential fraud, illegal activities, or intellectual property infringement;

Compliance: to enforce our terms and conditions and to comply with our legal obligations as these derive from the applicable laws or our regulators;

in any other way we may describe when you provide the information; or for any other purpose with your consent provided separately from this privacy policy.

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### Disclosure of Your Personal Information

We want you to understand when and to whom we disclose Personal Information and other information we have collected about you or your activities on the Website. We do not share your Personal Information with third parties except as indicated below:

**Affiliates.** We share above categories of Personal Information with our subsidiaries and affiliates to the extent this is necessary for the purposes of provision of services, customer management, customization of content, advertising (if you have consented) and security, and compliance, or to the extent you have provided your consent provided separately from this privacy policy.

**Service providers.** To our authorized service providers that perform certain services on our behalf, including for purposes of provision of the services you requested from us, customer management and security. These services may include fulfilling orders, processing credit card payments, risk and fraud detection and mitigation, providing customer service and marketing assistance. These service providers may have access to Personal Information needed to perform their functions but are not permitted to share or use such information for any other purposes. We have taken all reasonable steps to ensure that they comply with the current data protection regulations.

**Legal successors.** To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by is among the assets transferred. Should such a sale or transfer occur, we will use reasonable efforts to try to ensure that the entity to which we transfer your personal information uses it in a manner that is consistent with this privacy policy.

**Other.** To the extent this is necessary to fulfill any other purpose not mentioned above for which you provided Personal Information and, if applicable, your consent separately from this privacy policy.

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### **We also disclose your Personal Information to other third parties, including official authorities, courts, or other public bodies:**

In response to a subpoena or similar investigative demand, a court order or other judicial or administrative order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; to comply with applicable law or cooperate with law enforcement, government or regulatory agencies; or to enforce our Website terms and conditions or other agreements or policies; or as otherwise required by law (including responding to any government or regulatory request). In such cases, we may raise or waive any legal objection or right available to us, in our sole discretion.

To the extent a disclosure is necessary in connection with efforts to investigate, prevent, report or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to maintain and protect the security and integrity of our Website or infrastructure.

Third parties to whom we may disclose Personal Information may have their own privacy policies which describe how they use and protect Personal Information. If you want to learn more about their privacy practices, we encourage you to visit the websites of those third parties.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. In particular, we may transfer non-Personal Information and process it outside your country of residence, wherever the Website, its affiliates and service providers operate. We may combine non-Personal Information we collect with additional non-Personal Information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis.



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### **How We Store Your Personal Information**

The information that we collect about you, including Personal Information, will be stored and processed in Cyprus and/or in remote cases in the Countries in which we and the third parties mentioned above maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from European data protection laws, please note that in the course of providing you with the service you requested we may transfer Personal Information to some of these countries and jurisdictions that have data protection laws that do not provide the exact same level of protection as in your jurisdiction, however we make every effort possible to verify and audit that the processor and sub processors provide the best level of protection of personal data.

### **Retention of Personal Information**

To the extent we have collected your Personal Data for purposes of provision of services, customer management, and customization of content (for descriptions of these purposes see above), we keep your Personal Information for as long as you have an account with the Website, as needed to provide you with our respective services and in compliance with relevant laws of Cyprus. For further information regarding specific retention period please contact us at [info@capstgeorges.com](mailto:info@capstgeorges.com)

Personal Information used for advertising purposes will be stored for a period of 12 months. The period for which we keep your Personal Information that is necessary for compliance and legal enforcement purposes varies and depend on the nature of our legal obligations and claims in the individual case.

### **Legal Bases for Collection, Use and Disclosure of Your Personal Information**

There are different legal bases that we rely on to collect, use and disclose your Personal Information, namely:

Consent: We will rely on your consent to use (i) your Personal Information for marketing and advertising purposes; (ii) your Personal Information for other purposes when we ask for your consent separately from this privacy policy and for which the purpose of the process does not relate to the services we offer to you.

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Performance of contract: The use of your Personal Information for purposes of providing the services, customer management and functionality and security as described above is necessary to perform the services provided to you under our term and conditions and any other contract that you have with us.

Compliance with legal obligation: We are permitted to use your Personal Information in to the extent this is required to comply with a legal obligation to which we are subject.

### How We Protect the Security of Your Personal Information

We take appropriate security measures (including physical, electronic and procedural measures) to safeguard your Personal Information from unauthorized access and disclosure. For example, only authorized employees are permitted to access Personal Information, and they may do so only for permitted business functions. In addition, we have trained our employees on how to handle, manage and process personal data, applied upgraded technical measures and transformed our policies and procedures in a way that will comply with the General Data Protection Regulation.

Users should also take care with how they handle and disclose their Personal Information and should avoid sending Personal Information through insecure email. We are not responsible for circumventions of any privacy settings or security measures contained on the Website.

### Choices About How We Collect, Use and Disclose Your Personal Information

We strive to provide you with choices regarding the Personal Information you provide to us. You can choose not to provide us with certain Personal Information, but that may result in you being unable to use certain services.

When you register with us, you may be given a choice as to whether you want to receive email messages, newsletters or advertising material about product updates, improvements, special offers, or containing special distributions of content by us. If consented yet later on you decide you no longer want to receive commercial or promotional emails or newsletters from us, you will need to avail yourself of the unsubscribe mechanism set out in the applicable communication. It may take up to seven days for us to process an opt-out request. We may send you other types of transactional and relationship e-mail

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communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them as these will related directly to your relationship with us.

If you provided Personal Information, you may terminate your relationship with us at any time as per the provision of the between us agreement or engagement. If you choose to do so, your Personal Information will be deleted in accordance with our retention policy.

### Your Rights Related to Your Personal Information

Subject to the provisions of the General Data Protection Regulation, you have certain rights regarding the Personal Information we collect, use or disclose and that is related to you, including the right

to receive information on the Personal Information concerning we hold about you and how such Personal Information is used (right to access);

to rectify inaccurate Personal Information concerning you (right to data rectification);

to delete/erase your Personal Information (right to erasure/deletion, "right to be forgotten");

to receive the Personal Information provided by you in a structured, commonly used and machine-readable format and to transmit those Personal Information to another data controller (right to data portability) to object to the use of your Personal Information where such use is based on our legitimate interests or on public interests (right to object); and in some cases, to restrict our use of your Personal Information (right to restriction of processing).

If we ask for your consent to use your Personal Information, you can withdraw your consent at any time.

You may, at any time, send us an e-mail at [info@capstgeorges.com](mailto:info@capstgeorges.com) to exercise your above rights in accordance with the applicable legal requirements and limitations. If you are located in the European Economic Area, you have a right to lodge a complaint with your local data protection authority.

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Note that some requests to delete certain Personal Information will require the deletion of your user account as the provision of user accounts are inextricably linked to the use of certain Personal Information (e.g., your e-mail address). Also note that it is possible that we require additional information from you in order to verify your authorization to make the request and to honor your request.

You can delete your User Contributions from the Website as specified in the "Error! Reference source not found." section.

### Changes to Our Privacy Policy

We may modify or revise our privacy policy from time to time. Although we may attempt to notify you when major changes are made to this privacy policy, you are expected to periodically review the most up-to-date version found at our website [info@capstgeorges.com](mailto:info@capstgeorges.com) so you are aware of any changes, as they are binding on you.

If we change anything in our privacy policy, the date of change will be reflected in the "last modified date". You agree that you will periodically review this privacy policy and refresh the page when doing so. You agree to note the date of the last revision to our privacy policy. If the "last modified" date is unchanged from the last time you reviewed our privacy policy, then it is unchanged. On the other hand, if the date has changed, then there have been changes, and you agree to re-review our privacy policy, and you agree to the new ones. By continuing to use the Website subsequent to us making available an amended version of our privacy policy in a way that you can easily take notice of it, you thereby consent to such amendment.

### Enforcement; Cooperation

We regularly review our compliance with this privacy policy. Please feel free to direct any questions or concerns regarding this privacy policy or our treatment of Personal Information by contacting us through this Website at [info@capstgeorges.com](mailto:info@capstgeorges.com). When we receive a formal written complaint, it is our policy to contact the complaining party regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the collection, use and disclosure of Personal Information that cannot be resolved by an individual and us.

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### No Rights of Third Parties

This privacy policy does not create rights enforceable by third parties or require disclosure of any Personal Information relating to users of the Website.

### No Error Free Performance

We do not guarantee error-free performance under this privacy policy. We will use reasonable efforts to comply with this privacy policy and will take prompt corrective action when we learn of any failure to comply with our privacy policy. We shall not be liable for any incidental, consequential or punitive damages relating to this privacy policy.

### Contact Information

If you have any questions about this privacy policy or our information-handling practices, please contact us at [info@capstgeorges.com](mailto:info@capstgeorges.com).