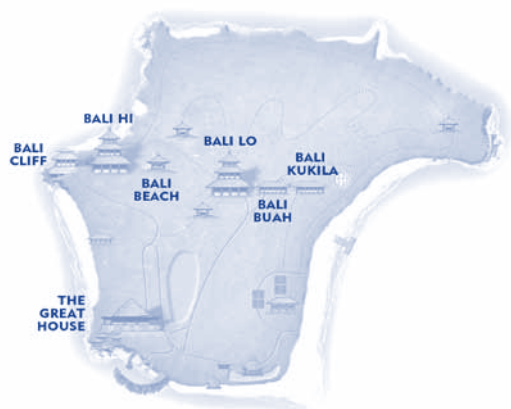




USEFUL INFORMATION • RATES • THE LEGAL STUFF



NECKER ISLAND  
SIR RICHARD BRANSON'S PRIVATE ISLAND



Necker Island, Sir Richard Branson's private paradise, is situated in the British Virgin Islands, a stunning and unspoilt area of the Caribbean. At 74 acres, the island sits in turquoise waters surrounded by coral reefs and fringed with beautiful white sandy beaches. Necker Island can become your own private hideaway - away from the stresses and strains of daily life, where you dictate the pace and the mood. Hire the island privately for up to 28 guests, or enjoy the Necker Island experience 'house party' style during Celebration Weeks, when individual rooms can be booked by singles or couples.

### THE BALI HOUSES SIX UNIQUE BALINESE HOUSES

These private houses dotted around the island are built in authentic Balinese style, each accommodating a couple or single guest, but unfortunately they cannot be split into twins. All houses have a fridge with refreshments and a Bose music system; some also have TV and DVD facilities. Mules (golf buggies) are provided for guests staying at each of the Bali Houses so they can make their way around the island at their leisure.

### A FEW STEPS FROM THE BEACH

Almost on the edge of the island you will find Bali Beach, Bali Hi, and Bali Cliff on the cliff edge. Each can accommodate one couple. They each have separate terraces for private relaxation and all have access to a shared plunge pool with striking views of the ocean.



#### BALI BEACH

A beautiful double room all on one level with private entrance and terrace complete with a relaxing daybed. And, it's only two steps away from the plunge pool.



#### BALI HI

Bali Hi is a three-tiered Balinese house. The ground floor lounge area has a TV and DVD player, the bedroom is located on the middle level, and on the top floor is a cushioned relaxation area with spectacular views along Turtle Beach.



#### BALI CLIFF

Bali Cliff has to be one of the most romantic settings you're ever likely to experience. Bali Cliff perches on the edge of the island facing out to sea and has a double bedroom and



### THE GREAT HOUSE AT THE TOP OF THE HILL

This spacious al fresco style Balinese villa sits on Devil's Hill, boasting amazing panoramic views of the Caribbean, the Atlantic and neighbouring islands. Each room has a balcony (some shared), and all come with king-size beds with mosquito nets and en-suite bathrooms (shower only). On the upper level you'll find the Master Suite, complete with private outdoor Jacuzzi, outdoor bath and a home entertainment system. All rooms can be prepared for twin, single or double occupancy, apart from the Master Suite which accommodates a couple in a king-size bed.

The Great House, known as the heart of the island, is the place where people come together, and has an outdoor terrace with hammocks and sofas. There's a state-of-the-art kitchen where our resident chefs prepare their famous dishes and a large dining table for everyone to gather round to enjoy their meal. There is also a fully-stocked bar where our staff can make you your favourite cocktails, or you can just help yourself! For a bit of fun there's also a snooker table, piano, lots of comfortable sofas and cushions, an entertainment system with a large range of CDs and DVDs, and guest computers with internet access.



#### BALI BUAH

Bali Buah, the Indonesian name for fruit, is built adjacent to Bali Lo. This spacious double room has an ensuite bathroom below and a large balcony with chairs and a hammock affording fantastic views of the fruit trees and the ocean.



#### BALI KUKILA

Bali Kukila takes its name from the Indonesian word for bird. This spacious room has uninterrupted views out to the sea and a spectacular terrace.

open air bathroom to maximise the views and sounds of the ocean. Bali Cliff is air-conditioned.

### TROPICAL SECLUSION

Situated in the middle of the island in complete privacy and seclusion you'll find Bali Lo, Bali Buah & Bali Kukila, each accommodating one couple. Guests staying in these houses share a beautiful freshwater swimming pool, and a small stream runs between Bali Lo and Bali Buah.



#### BALI LO

Bali Lo is a three-tiered Balinese house. The ground floor lounge area has a TV and DVD player, the bedroom is located on the middle level, and on the top floor is a cushioned relaxation area with spectacular views out to the ocean. Bali Lo is air-conditioned.

## USEFUL INFORMATION

### THE BEACHES

There are plenty of places on Necker Island to lie on the beach and enjoy the sun, sand and sea. Main Beach is where most of our water activities are based, and where you will find the Tennis and Beach Pavilions where there are sun loungers to lie on. Turtle Beach is a more peaceful palm-fringed beach, with hammocks hanging between the trees, sun loungers to relax on, snorkelling equipment for floating around in the calmer water with the sea life, and an aqua-trampoline anchored to the sea floor. There are many other places where guests can find a peaceful spot to relax, and the more energetic can take a 2-hour walk around the island to view the native wildlife and plant life.

### THE POOLS

The Great House has a large infinity pool with beautiful views of the ocean and a Jacuzzi. The Beach Pavilion, however, has one of the most stunning pools around. It is located at Main Beach and can be accessed from both the land and the beach. There is a swim-up bar with rocks in the pool where guests can sit and enjoy a drink before the freeform infinity pool with its impressive waterfall. Within the pool complex is our thatched Crocodile Pavilion which houses a large solid teak crocodile table; guests can feast here on fresh fare from the Pavilion's gourmet kitchen. A large private pool is shared by Bali Lo, Bali Buah & Bali Kukila, and Bali Hi & Bali Beach share their own plunge pool.

### WATER ACTIVITIES

We have a large selection of state-of-the-art equipment enabling us to provide guests with the opportunity to try kite-surfing, sailing, windsurfing, waterskiing, kayaking, power-boating, and plenty more. We also provide snorkelling equipment for those who want to go out and blow some bubbles with Necker Island's underwater residents! Or, the more adventurous can hire Necker Nymph, our 3-person aero submarine to explore the stunning reefs and marine life around Necker Island. Please contact our Reservations team

for availability. The Watersports building is located right on Main Beach with easy access to the water. Not only is it a perfect place to find all the water toys you need, but it is also somewhere to take it easy and enjoy the views! There is a deck with chairs for spectators, and a hammock so you don't have to be involved in the sports to take in the action. Not only do we have plenty of kit in a fantastic location, we also have highly qualified instructors eager to give you the chance to try all the sports we have available.

### THE TENNIS PAVILION

Also located in the Main Beach area - here guests have access to two floodlit courts and a viewing deck. Equipment is provided, although enthusiasts may wish to bring their own, and tournaments can be arranged. We also have a tennis coach who is normally resident on Necker Island and available for those who wish to perfect their game.

### BALI LEHA – THE NECKER ISLAND SPA

Leha Leha is the Balinese way of describing peace, relaxation and daydreaming, and there is no better place to do this than at the Necker Island Spa. Bali Leha is built into a cliff overlooking the sea. Enjoy beautiful ocean views and the gentle sounds of the sea while you experience our fabulous range of treatments. We have two fully-trained resident beauty therapists offering a wide choice of treatments that can be taken in our truly stunning Spa. Many treatments can also be taken in a private room or on the beach. Spa treatments are not included in our normal rates and a treatment list is available on request.

### THE GYMNASIUM

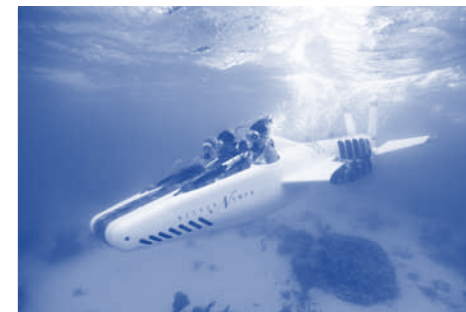
Located at the Great House, our fully-equipped gymnasium has stunning sea views that will definitely take your mind off all that hard work!

### FOOD AND BEVERAGE

Fine food is the highlight of any guest's stay, and our rates are fully inclusive of all food and all beverages, including fine champagne. Guests can set the menu and mealtimes - or this can be left up to us. Our wonderful chefs can prepare dishes for all tastes. Dining can be formal or informal, indoors or outdoor, themed or traditional, beachside or poolside, or even under the stars! Ask us for some ideas or give us yours. We stock a fine range of international wines, top quality spirits, international beers and excellent house champagne. If you would like us to ship in something special, simply give us plenty of notice - there is generally no extra charge unless the item is particularly rare or extra shipping is involved. Guests are encouraged to treat Necker Island like their own home and to help themselves to anything they want, at any time.

### CHILDREN

Sir Richard Branson designed Necker Island to be his family's holiday home, and his own children have spent their school holidays here since they were infants, so it's no surprise that children are positively welcome! We have plenty of things for children to do: there are all our sporting activities together with a large range of children's DVDs, toys, an Xbox, books and games. We can also arrange activities like treasure hunts or beach Olympics. We have four cots, two baby baths, and can also organise fully qualified friendly nannies that will come with activities galore during the day. In the evening, babysitters can also be arranged with all babysitting services incurring an additional charge. Children's meals can be provided any time. Guests can bring their own diapers and formula, or let us know in advance what they will need and we will make sure we have it on island prior to their arrival. If you only want to visit for a week, you can take the children on a Family Fun Celebration Week, designed specifically for families with children who do not wish to hire the entire island. Our Reservations team will be happy to guide you through our available rooms and what would best suit you and your little ones.



### NECKER NYMPH

Live out your James Bond fantasies in one of the world's first underwater aircraft! Necker Nymph is a 3-person aero submarine that can dive down to a depth of 30 metres so you can explore the deep without having to get around by flipper power. With a trained pilot at the helm, fly underwater and explore ancient shipwrecks and exotic marine life amongst vibrant coral reefs.

Necker Nymph is available for daily hire. Please contact our Reservations team for rates and availability.  
[www.neckernymph.virgin.com](http://www.neckernymph.virgin.com)

### WEDDINGS AND HONEYMOONS

It is hard to think of a better place to get married, and what a romantic setting to tie the knot! We can help you arrange everything for your special day, including lavish receptions for up to 100 guests and accommodation for 28 (and somewhere to stay for the remaining guests on neighbouring islands). If you're on your honeymoon, Celebration Weeks are perfect for newlyweds wanting to spend time on Necker Island without having to hire the entire island.

### BIRTHDAYS, ANNIVERSARIES AND OTHER CELEBRATIONS

We can arrange practically anything to help you mark a special occasion: fireworks, hundreds of balloons, a non-stop feast; you tell us what you want and we'll make it happen.

### GETTING TO AND FROM NECKER ISLAND

- Necker Island is situated in the British Virgin Islands. The closest international airport is on Tortola (Beef Island) which is a 35-minute flight from San Juan and up to a 1 hour 20 minute flight from Antigua. It is possible to fly to the British Virgin Islands via many parts of the Caribbean, with the most popular routes being via San Juan, Antigua and St. Thomas.
- By private launch Necker Island is approximately 30 minutes from Tortola and 10 minutes from Virgin Gorda where there is another smaller airport. It is also possible to reach Necker Island

by helicopter from Tortola, Virgin Gorda, St. Thomas, San Juan and many other neighbouring islands.

- Fixed wing aircraft are not able to land on Necker Island.
- Private aircraft can land at Beef Island and Virgin Gorda (depending on aircraft size) to then transfer by launch or helicopter to Necker Island.
- It is also possible to anchor a yacht off Necker Island if guests are going to be sailing in the area.

### HELICOPTERS

Arriving by helicopter is the best way to land straight onto the island, but please note that helicopters cannot fly after dark in the British Virgin Islands except in emergencies, as customs must be open to clear the flight.

### PRIVATE LAUNCH TRANSFERS

Arrival and departure launch transfers to the island are included in the rates, and can make the journey during the day and night.

### MULES

Guests staying at the Bali Houses are given a mule (golf buggy) to drive from their Bali House to other locations on the island. Guests driving the mules must be 18 years old and must hold a valid international driving license which will need to be presented on arrival. Guests staying longer than one month will require a BVI driving license.

## FREQUENTLY ASKED QUESTIONS

### WHEN CAN I ARRIVE AND DEPART?

We ask for guests to arrive no earlier than 16h00, and to depart no later than 12h00.

### WHAT ABOUT MEDICAL FACILITIES?

Necker Island staff members are fully trained in first aid and basic medical equipment is available on the island. The nearest doctor is 20 minutes away and the nearest hospital is 90 minutes. Emergency evacuation is possible by helicopter, subject to weather conditions, and medical charges may apply. We recommend you purchase travel insurance which includes appropriate medical coverage.

### HOW ABOUT CASH? WHICH CURRENCY IS USED?

As you know, rates on Necker Island include just about everything, but to settle any extras we accept cash, travellers cheques and most major credit cards. The local currency on the island and in the area is US dollars.

### GRATUITIES? WHAT ABOUT TIPPING?

A 2.5% service charge is added to your rate and divided amongst staff living locally; additional tips for these staff and staff resident on Necker Island are entirely at your discretion. Please speak to the General Manager if you have any queries.

### DO I HAVE TO HIRE THE ENTIRE ISLAND IF I WANT TO VISIT NECKER?

We have dedicated weeks throughout the year when couples and families can rent individual rooms and share the island with others; they're called Celebration Weeks. Ask one of our Reservations offices for more details.

### HOW DO MEALS WORK DURING CELEBRATION WEEKS?

Meals are generally taken together at a variety of stunning locations around Necker Island and these are joyous occasions! If you wish to dine privately one evening then please let our staff know and they will be happy to make the arrangements.

### DURING CELEBRATION WEEKS, DO WE HAVE TO DO ACTIVITIES TOGETHER? IS THERE A SCHEDULE?

You can do pretty much whatever you like! Every morning our team will find out what everyone is interested in doing and arrange activities accordingly. Some people may choose to go sailing while others brush up on their tennis skills with our resident tennis pro. Or you could find a private spot on a beach or by a pool and spend the day doing absolutely nothing!

### CAN I BRING CHILDREN FOR A CELEBRATION WEEK?

Yes, there are dedicated Celebration Weeks for families. Just ask your Reservations office for more details.



## RATES

### EXCLUSIVE USE

Necker Island can be hired exclusively for up to 28 people sharing 14 rooms. A minimum stay of 5 nights generally applies. Supplements and minimum stay requirements may apply over Christmas, New Year and Easter.

### ARRIVALS FROM 1ST APRIL 2011 – 31ST DECEMBER 2011

From \$54,500 per night for up to 28 guests (\$1,946 per person per night)

### ARRIVALS FROM 1ST JANUARY 2012

From \$56,000 per night for up to 28 guests (\$2,000 per person per night)

*Rates are priced in US dollars. A 2.5% service charge will be added to your bill.*

### CELEBRATION WEEKS

Normally the entire island is hired privately by an individual or group, but during Celebration Weeks individual rooms can be booked by couples or singles who share the island with others. Usually set arrival dates apply, but please check with your local sales or reservations office as we may add additional dates.

### 2011 ARRIVALS

24th September for 7 nights

1st October for 7 nights

15th October for 7 nights

22nd October for 7 nights

*(Family Fun Week – children welcome)*

### 2012 ARRIVALS

6th October for 7 nights

13th October for 7 nights

20th October for 7 nights

27th October for 7 nights

*(Family Fun Week – children welcome)*

### RATES

Rates per room for 2 adults for 7 nights and exclude the 2.5% BVI service charge

	2011 RATES	2012 RATES
Rooms in The Great House	\$26,495	\$26,850
Junior Suite	\$27,195	\$27,500
Master Suite	\$29,890	\$30,200
Bali House	\$28,490	\$28,895

*Rates are quoted in US dollars per couple per week.*

### WHAT IS INCLUDED?

Included in the rates for island rentals & Celebration Weeks:

- Your accommodation
- All meals and drinks (both alcoholic and other)
- Return launch transfers from Virgin Gorda or Beef Island (Tortola) airports
- Laundry facilities (dry cleaning not available)
- Business facilities, wireless internet
- 7% local tax
- A team of approximately 60 fabulous staff

### WHAT IS THERE TO DO ON NECKER ISLAND?

(ALSO INCLUDED):

- Dip into one of our pools or Jacuzzi next to the Great House infinity pool and Beach Pavilion Pool
- Suit up and get wet! We have kayaks, water-skiing & wakeboarding equipment, snorkelling equipment, ringoes and more
- Splash around and even sample a cocktail or two at the swim-up bar in the Beach Pavilion Pool
- Work up a sweat and show your competitive side on one of our two floodlit tennis courts. There's a professional coach who can give you a few pointers!
- Learn to wind or kite-surf with the help of our fantastic watersports instructors
- Work up an appetite for dinner in our fully equipped gymnasium
- Feel the wind in your hair! Have a go on one of our sailing or speed boats
- Suit up and get wet! We have kayaks, water-skiing & wakeboarding equipment, snorkelling equipment, ringoes and more
- Make sure that big one doesn't get away; we have fishing equipment available (not deep sea however we can organise this for you for an extra charge)
- Party on the sand! We'll organise a local steel or calypso band for one party evening
- Take a stroll around the island. There are 200 flamingos to spot as well as a host of other birds and tortoises, plus the views out to sea are truly breathtaking – from any angle!

- Sit back and relax. We have an extensive video, book and music library in the Great House, along with a good selection of board games
- Sun yourself in the hammock or head to the beach - no crowds to battle here!
- Challenge a friend to a game on the full-sized snooker table in the Great House
- Discover underwater residents scuba diving or onboard Necker Nymph, our 3-person submarine (available for an additional fee)
- Drift away with a relaxing massage or treatment at the Bali Leha Spa (treatments not included in the rates)



## 1: DEFINITIONS AND PARTIES

In these terms and conditions: The **'Company'** shall mean Necker Island (BVI) Limited, a corporation organised under the laws of The British Virgin Islands. **'We'** shall mean the Company. The **'Client'** shall mean the person who has paid the deposit as the **'Lead Booking Name'** and each person listed within the booking as a travelling companion. **'You'** shall mean the Client. In these conditions the masculine words shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

## 2: BOOKINGS

A contract will only be constituted between the Company and the Client once the Company issues a booking confirmation invoice to the client after receiving the required deposit either from or expressly on behalf of the Lead Booking Name as stated under 'Payment and Confirmation'. The Lead Booking Name, on paying the deposit, warrants and confirms to the Company that he accepts these terms and conditions on behalf of himself and each of his travelling companions.

## TERMS AND CONDITIONS APPLYING TO ISLAND RENTALS

### 3: PAYMENT AND CONFIRMATION

Bookings for island rentals will be confirmed upon receipt of a 20% non-refundable accommodation deposit. A further non-refundable 40% payment is due no later than 9 months prior to the proposed date of arrival and we will remind you when this is due. A final non-refundable 40% payment plus a service charge of 2.5% of the total payments plus any additional sums equal to any payments due to external transport or transfer operators is due no later than 3 months prior to the proposed date of arrival and we will remind you when this is due. Please remember to update us if your

contact details change. If the Client makes a reservation less than 3 months prior to the proposed date of arrival, such bookings will only be confirmed upon receipt of a 100% non-refundable payment, which shall be paid as far as possible in advance of the proposed date of arrival. Please note that if any payment is not received on time or in the correct amount we reserve the right to release your reservation, regardless of any payment(s) already received. The method by which you should pay for your booking will depend on where you are making your reservation and your Reservations office should provide full details (including as to rates and payment) when they send you your invoice. Credit card payments are possible at some locations and a 2% fee will be applied.

The rates are published in US Dollars. If paying in a different currency, an exchange rate will be agreed at the time of paying the deposit, and this rate will usually apply to future deposits. This can be renegotiated by both parties in cases of extreme currency fluctuations.

## TERMS AND CONDITIONS APPLYING TO CELEBRATION WEEKS

### 4: PAYMENT AND CONFIRMATION

Bookings for Celebration Weeks and Family Fun Celebration Weeks will be confirmed upon receipt of a 30% non-refundable accommodation deposit. The final non-refundable 70% payment plus a service charge of 2.5% of the total payments plus any additional sums equal to any payments due to external transport or transfer operators is due 3 months prior to the proposed date of arrival and we will remind you when this is due. Please remember to update us if your contact details change. If the Client makes a reservation less than 3 months prior to the proposed date of arrival, such bookings will only be confirmed upon receipt of a 100% non-refundable payment, which shall be paid as far as possible in advance of the proposed date of arrival. Please note that if a payment is not received on time or

in the correct amount we reserve the right to release your reservation, regardless of any payment(s) already received. We will use reasonable endeavours to contact you prior to taking this course of action and will remind you of payments due. The method by which you should pay for your booking will depend on where you are making your reservation and your Reservations office should provide full details (including as to rates and payment) when they send you your invoice. Credit card payments are possible at some locations and a 2% fee will be applied. The rates are published in US Dollars. If paying in a different currency an exchange rate will be agreed at the time of paying the deposit, and this rate will usually apply to future payments. This can be renegotiated by both parties in cases of extreme currency fluctuations.

## TERMS AND CONDITIONS APPLYING TO ALL BOOKINGS

### 5: CANCELLATION BY THE CLIENT OF ISLAND RENTALS AND CELEBRATION WEEK BOOKINGS

As with any travel, we strongly recommend that you purchase travel insurance which gives you full cancellation cover. You must send us any and all cancellations clearly and in writing to avoid any errors! This can be done by letter, fax or email using the following contact details: Reservations, Virgin Limited Edition, Voyager House, 162-164 Fulham Palace Road, London, W6 9ER; Fax: +44 (0) 208 600 0431; enquiries@virginlimitededition.com. We will then confirm the cancellation back to you in writing and give you a cancellation number. If requested, we can also provide letters indicating that deposits have been forfeited in order to assist you with any travel insurance claims. All deposits and other payments are non-refundable; on a cancellation you will be refunded the 2.5% service charge if this has been paid. Please note that Clients are liable for any payments outstanding on the date the cancellation is received (other

than any service charge as yet unpaid). There may also be cancellation fees levied by our affiliates/third parties such as airline or transfer operators. We will advise you of these additional cancellation fees in due course once we have this information and, if requested, you will refund us in respect of such fees forthwith.

### 6: CHANGES BY THE CLIENT TO THE DATE OR NATURE OF A BOOKING

Requests for changes to the date or nature of a booking (including, for example, as to numbers) will be dealt with on a case by case basis and approved or rejected (in whole or in part) at the sole discretion of the Management at Virgin Limited Edition's UK Head Office. All deposits and other payments are non-refundable. Once the booking is confirmed, a decrease in guest numbers will not result in a rate reduction. A reasonable increase in guest numbers may be permitted at any time, however an additional cost may apply. Should you choose to leave Necker Island early for any reason other than in circumstances outlined in paragraph 9 below, no refund will be made to you nor will alternative dates be arranged. The Client also agrees that individual or group stays on Necker Island cannot be sold, awarded as prizes or otherwise transferred without the Company's prior written authorisation.

### 7: CHANGES AND CANCELLATION BY THE COMPANY

The Company reserves the right to alter or cancel the whole or part of the booking. The Company will advise the Client of any changes or cancellations as soon as reasonably possible. Different terms will then apply depending on whether the proposed changes are, in the opinion of the Company, minor or substantial.

**a)** If the proposed changes are, in the opinion of the Company, minor, the Company will make alternative, comparable arrangements at no cost to the Client, who shall accept such alternative arrangements.

**b)** If the changes are, in the opinion of the Company, substantial, then the Company may offer alternative arrangements to the Client, but the Client shall not be obliged to accept such alternative arrangements.

**c)** If no such alternative arrangements are offered in the circumstances referred to in paragraph **b)** or the Client does not accept any such offered alternative arrangements, then the Client may reject the booking within 14 days of notification to the Client of the relevant change(s) and the Company will cancel the booking.

**d)** If the Client rejects the booking in the circumstances referred to in paragraph **c)** all monies which have been paid by the Client to us at the date of cancellation will be repaid to the Client less the Company's reasonable expenses in respect of the booking.

**e)** Under no circumstances will the Company be liable to the Client for any financial recompense in the event of a change (whether material or otherwise) which does not lead to a cancellation. Any liability of the Company which may arise in the event of a cancellation shall be limited to a refund of monies as provided above. The Company will not be liable for any cancellation, which results from the Client's default. Without prejudice to the provisions set out above relating to cancellation, the Company reserves the right to cancel the service or the services it is contractually obligated to provide to the Client and require the Client to leave Necker Island immediately if the Company reasonably considers that the Client's behaviour at Necker Island has caused (or is likely to cause) loss, damage or harm to Necker Island or any part of it or its reputation or is (or is likely to be) objectionable to other guests; in these circumstances the Company shall not be obligated to make any refund of monies to the Client. Further, the Client shall indemnify and hold harmless the Company (for itself and on behalf of its affiliates, agents and employees) against any loss, damage or harm.

### 8: LIABILITY OF THE COMPANY

**a)** We accept no liability for ensuring that the accommodation which you book with us is provided as described in this brochure, save where any part of your accommodation is not provided as described in this brochure due to the fault of our employees or agents and this has adversely affected your travel arrangements. Subject to the paragraph **b)** below, our liability in all cases shall be limited to a maximum of three times the aggregate amount paid by you to us for your accommodation with us.

**b)** Nothing in paragraph **a)** shall exclude or restrict our liability for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, whilst acting within the scope of, or in the course of, their employment or engagement in the provision of your accommodation with us.

**c)** For the avoidance of doubt the Company will not be liable for loss or injury suffered by the Client which was outside the control of the Company (including, without limitation, any loss or injury caused by another service provider, airline etc.). We would suggest that you obtain suitable insurance to cover such loss or injury. The Company shall not be obligated to make any payments in those circumstances save where otherwise provided for in the terms and conditions above.

### 9: FORCE MAJEURE

We act on the advice given by the government of the United Kingdom and the government of your home country. If flights are grounded because of war, terrorism or hurricane, or you are advised by your government that it is unsafe to travel, then we will use reasonable endeavours to assist you in postponing your stay with us to a future date. If it is not possible to postpone your stay with us to a future date, we will repay to the Client all monies paid by the Client to us as at the date of cancellation less the Company's reasonable expenses in respect of the booking. If you are forced to

leave Necker Island early due to hurricane, tornado or other severe weather conditions, then we will use reasonable endeavours to offer the best alternative dates equivalent to the number of days lost, at a future time. Please contact one of our Reservations offices if you have any concerns about travelling due to war, terrorism or severe weather.

### 10: DATA PROTECTION

Your information is safe with us. Rest assured your details are held by Virgin Limited Edition in accordance with the Data Protection Act 1998 (UK). We will not share your personal information with third parties for marketing or any other purposes without your consent as required by law. We operate an automatic opt in policy which means that when you request information from us on one of our properties or make an enquiry/reservation, you are added to our database and may be contacted by us with relevant promotions, offers or information that we feel may be of interest to you from time to time. With Virgin YOU are always in control of your personal information, so if at any time you wish us to stop contacting you then simply email us at: [enquiries@virginlimitededition.com](mailto:enquiries@virginlimitededition.com), write to Virgin Limited Edition, Voyager House, 162 - 164 Fulham Palace Rd, London, W6 9ER, or call us on freephone 0800 716 919 or + 44 (0) 208 600 0430 to let us know. Thanks.

### 11: ENTIRE AGREEMENT; VARIATION AND WAIVER; SEVERANCE

These terms and conditions constitute the entire understanding and agreement in relation to their subject matter and supersede any previous explicit or implied agreement or undertaking between the parties with respect thereto. The Company reserves the right to alter these terms and conditions from time to time and will notify the Client of any changes as soon as reasonably possible using the postal or email contact details provided by the Client for the Client's booking. The amended terms and conditions will apply to any Client booking that commences after



the date of such notification. No other variation, waiver or release of these terms and conditions shall be effective unless it is made by the Company and notified to the Client in accordance with this paragraph. If any part of these terms and conditions is void or unenforceable due to any applicable law, it shall be deemed to be deleted and the remaining provisions of these terms and conditions shall continue in full force and effect.

### 12: GOVERNING LAW

This contract shall be governed and construed according to English Law and shall be subject to the exclusive jurisdiction of the courts of the British Virgin Islands, save that the Company shall be entitled to enforce the contract against the Client in the courts of England or in the courts of any other country in which the Client is resident, domiciled or has a place of business.

## SALES AND RESERVATIONS

### VIRGIN LIMITED EDITION SALES AND RESERVATIONS OFFICES

#### UK HEAD OFFICE

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