


La Cala Resort Covid-19 Travel Guarantee Protocol

As recommended by  IAGTO
THE GLOBAL GOLF TOURISM ORGANIZATION

CONDITIONS

This Protocol applies only when the Payment Schedule has been adhered to by the Tour Operator.

This Protocol applies only when the Tour Operator is an IAGTO member at the time of the original booking and throughout the Re-Booking Period.

Full Refunds to be provided only on condition that the entire amount received by the Tour Operator from the Supplier is paid to the Client within 30 days of receipt of the refund from the Supplier.

DEFINITIONS

Client: means the consumer making the booking with the Tour Operator.

Contracted Services: means those services which are to be provided by the Supplier to the Tour Operator.

COVID-19: means the coronavirus COVID-19 or any future coronavirus strain that might mutate from COVID-19.

Destination: means the location, region and country in which the Contracted Services are to be provided.

Full Refund: means all monies received by the Supplier from the Tour Operator for the Contracted Services less any non-refundable payments made by the Supplier to third parties on behalf of the Tour Operator.

Government Order: means any order, recommendation or other restriction imposed by a government authority (including local government).

Original Travel Date: means the first date on which the Contracted Services were to be used.

Outbound Country: means the country from which the customers of the Tour Operator will be travelling in order to use the Contracted Services.

Payment Schedule: means the agreed schedule for payments made by the Tour Operator to the Supplier for the Contracted Services.


Re-Booking Period: means a period of 12 months from the Original Travel Date for the Contracted Services, except in circumstances where the government of the outbound market requires the Tour Operator to issue a voucher for a longer period (e.g. 18 months) before the Client is entitled to the refund option.

Supplier: means La Cala Resort.

Tour Operator: means an IAGTO member tour operator that sells direct to the consumer.

Voucher: means a Voucher or Credit Note for the Contracted Services.

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This Protocol is designed to give extra confidence to the golf tour operator and to their clients when booking a golf vacation to La Cala Resort.

This Protocol will take effect when the Contracted Services of the Supplier cannot be delivered due to future Covid-19 related Travel Disruption as defined below.

TRAVEL DISRUPTION (A)

Imposed by the Destination Government resulting in one or more of the following:

Facility Closure: When the Supplier is unable to provide the Contracted Services either at all or substantially, due to Facility Closure as a result of a government order.

Destination Closure: When the Supplier is able to provide the Contracted Services, but hotels are not open to visitors as a result of a government order.

Denied Access: When the Supplier is able to provide the Contracted Services, and essential local tourism services are open to visitors but travel restrictions have been imposed by a destination government order which applies to the visitor and as a result deny visitor travel to the destination.

TRAVEL DISRUPTION (B)

Imposed by the Outbound Market Government resulting in:

Denied Outbound Travel: When the destination is fully open to visitors and access is enabled but directives from the outbound country's authorities advise against all but essential travel to the destination.

THE PROTOCOL

Should Travel Disruption (A) or (B) apply, the Supplier agrees to issue a Voucher allowing the Tour Operator to re-book the Contracted Services within the Re-Booking Period.

Supplements may apply only if the re-booked Services are for different Days or different Seasons where a higher Rate applies.

Only in circumstances where Travel Disruption (A) applies, if the Voucher is not used by the Client, the Supplier will issue a Full Refund to the Tour Operator within 30 days of the end of the Re-Booking Period.

On a case by case basis, where Travel Disruption (A) applies and under circumstances where the Tour Operator is legally obliged to issue a refund to the Client, the Supplier will process the Full Refund within 60 days of the Original Travel Date, provided that the Client has rejected the Voucher option.