

Long Bay Beach Club (4 stars)
Location Tortola, Greater Antilles
Reference LON/PUB/15/PUB15
Contract Date 12 Jan '15
Signed off by:

Room Types		Meal Basis	Extra Bed Type	Attributes			Occupancy			Adults		Max Children	Allow Infants	Child Ages		Teen Ages		Alloc.	Rel.
				AR	DF	SR	Min	Std	Max	Min	Max			From	To	From	To		
1. Beachfront cabana bc (Ocean View ocea)		Room Only		No	No	No	1	2	2	1	2	0	No	0	0	0	0		3
2. Beachfront deluxe bd (Ocean View ocea)		Room Only		No	No	No	1	2	4	1	2	2	Yes	2.00	11.99	0	0		3
3. Beachfront Suite BFS (Beachfront (bf))		Room Only	Sofabed	No	No	No	1	2	4	1	4	2	Yes	2.00	11.99	0	0		3
Room Attributes		AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms																	
Bed Types for Rooms		1. Beachfront cabana (ocea) - Double; 2. Beachfront deluxe (ocea) - King size, Twin Double; 3. Beachfront Suite ((bf)) - King size;																	

Rates

Dates	1. Beachfront cabana		2. Beachfront deluxe					3. Beachfront Suite				
	2 Adults		2 Adults	3 Adults	4 Adults	1st Child	2nd Child	2 Adults	3 Adults	4 Adults	1st Child	2nd Child
	1 Adult pr	pr	1 Adult pr	pr	pr	Rate	Rate	1 Adult pr	pr	pr	Rate	Rate

1 Adult pr=One Adult per room per night, 2 Adults pr=Two Adults per room per night, 3 Adults pr=Three Adults per room per night, 4 Adults pr=Four Adults per room per night, 1st Child Rate=First Child Rate per night, 2nd Child Rate=Second Child Rate per night

Contract Basis

Room Type	Contract Basis
1. Beachfront cabana	Sell & Report
2. Beachfront deluxe	Sell & Report
3. Beachfront Suite	On Request

Taxes

Government Tax (included in room rates)			
Room Types	All	Date Range	Value
		03 Jan '15 02 Jan '16	7%

Long Bay Energy Surcharge (not included in room rates)			
Room Types	All	Date Range	Value
Basis	Per Room Per Night	03 Jan '15 02 Jan '16	10
Currency	USD		

Service Charge (included in room rates)			
Room Types	All	Date Range	Value
		03 Jan '15 02 Jan '16	10%

Notes Energy and conservation surcharge \$10 per room per night will apply to all guests arrivals. This is payable on check out

Supplements

All Inclusive Supplement				
Room Types	All	Date Range	Adult	Ch.
Type	Meal Basis	03 Jan '15 02 Jan '16	88.00	57.00
	Upgrade			
Meal Basis	All Inclusive			
Basis	Per Person Per Night			

Supplements

Full Breakfast Plan Supplement				
Room Types	All	Date Range	Adult	Ch.
Type	Meal Basis	03 Jan '15 02 Jan '16	22.00	11.00
	Upgrade			
Meal Basis	Full Breakfast			
	Plan			
Basis	Per Person Per Night			

Half Board Supplement				
Room Types	All	Date Range	Adult	Ch.
Type	Meal Basis	03 Jan '15 02 Jan '16	46.00	29.00
	Upgrade			
Meal Basis	Half Board			
Basis	Per Person Per Night			

Facilities

Rooms	Facilities
All	110 Voltage, Air Conditioning, Balcony, Ceiling Fan, Ensuite Bathroom, Fridge, Hairdryer, Iron and Ironing Board, Patio, Radio Alarm Clock, Shower, Tea and Coffee, Telephone in Room, TV, Wet Bar.

Min/Max Stays

Rooms	Date Range		Min	Max	Days
All	03 Jan '15	09 Feb '15	3	0	All
	10 Feb '15	24 Feb '15	5	0	All
	25 Feb '15	20 Dec '15	3	0	All
	21 Dec '15	02 Jan '16	5	0	All

Packages

SILVER WEDDING PACKAGE	
Room Types	All Room Types
Description	Silver wedding package includes: Wedding License and Governmental Fees; Local Registrar Fees; Wedding Official and Ceremony Charges; Certified copy of marriage license; Decorated site for wedding ceremony and reception (up to 8 people including Bride and Groom); additional seating @ US \$20 per person. Bouquet of fresh local flowers for the Bride; Boutonniere for the Groom ; Single Tier Wedding Cake; One bottle of wine
Booking Dates	06 Jun '14 to
Basis	Per Room Per Holiday
Date Range	All
03 Jan '15 02 Jan '16	959.00

HONEYMOON PACKAGE	
Room Types	All Room Types
Description	Honeymoon couples to receive sparkling wine &fruit in room on arrival. Plus 25% off spa treatment based on full price treatments only (local discounts do not apply)
Booking Dates	06 Jun '14 to
Holiday Length	3+ Nights Stays only
Basis	Per Room Per Holiday
Date Range	All
03 Jan '15 02 Jan '16	0.00

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Payment Terms

Payee Details	
Payee Name	Long BAY
Bank Name	WELLS FARGO
Bank Address	214 Hogan Street Jacksonville Florida USA
Account Name	Long Bay
Account Number	2000044891529
Sort Code	12100248
Swift Code	WFBUS6S
IBAN	021000021
Charge Paid By	Split

Payment Date	Amount Due
21 Days Before Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 7 days of arrival	100.00%

Except for the following Stay Dates:

21 Dec '15 to 02 Jan '16

Date Cancelled	Cancellation Charge
Within 60 days of arrival	100.00%

Addresses

Main	
Address	Road Town Tortola PO BOX 433 British Virgin Islands
Telephone	001 284 495 4252
Website	www.eliteislandresorts.co.uk
Contact	Antoine Brown
Telephone	001 284 195 4252

Addresses

Accounts	
Address	C/O The Fairweather Group 1065 SW 30th Avenue Deerfield Beach Florida FL33442 USA
Telephone	001 954 481 8787
Fax	001 954 481 8739
Website	www.eliteislandresorts.com
Contact	Linda Salzberg
Position	Accounts Manager
Telephone	001 954 481 8787
Fax	001 954 481 8739
Email	lsalzberg@eliteislandresorts.com

Contracting	
Address	Resort Marketing International Ltd. Suite C4, Baddow Park Great Baddow Essex CM2 7SY UK
Telephone	01245 459900
Email	francesca@resort-marketing.co.uk
Website	www.resort-marketing.co.uk
Contact	Francesca Furci
Position	Account Director
Telephone	01245 459900
Email	francesca@resort-marketing.co.uk

Reservations	
Address	Resort Marketing International Ltd. Suite C4, Baddow Park Great Baddow Essex CM2 7SY UK
Telephone	01245 459900
Email	res@resort-marketing.co.uk
Website	www.resort-marketing.co.uk
Telephone	01245 459900
Email	res@resort-marketing.co.uk

Contract Agreement

Signed on behalf of the hotel:	
Signed:
Name:
Position:
Date:

Terms And Conditions

Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.

2015 LONG BAY BEACH CLUB CONTRACT

This contract is between "Hotel" and the Tour Operator Stated.

BOOKING PROCEDURE

All reservations must be made with the Hotel's London based exclusive agent, Resort Marketing International. The contact information is as follows:

Resort Marketing International Ltd
17 – 19 Richmond Road
Dukes Park, Chelmsford, CM2 6UA
Telephone: +44 (0) 1245 459902
Facsimile: +44 (0) 1245 459903
E-mail: res@resort-marketing.co.uk

The reservation must include the hotel booked, name and initial of guest, arrival and departure dates, Meal plan and room category, special offers, flight arrival airline and flight number, children ages where applicable.

DAILY SALE &REPORT FREESALE PROCESS

All reservations are on a free sale basis, in conjunction with the Hotel's availability and close outs issued and must be reported on a daily basis to Resort Marketing International up to the cut-off dates.

CLOSE OUTS

The Hotel reserves the right to close out a rate category or room type at any time. Such close outs are effective immediately the close out notification is received by the operator.

On advice of close-out the tour operators will submit all bookings covering all or any part of the closed-out period within 1 working day. No name changes to reservations will be accepted by the Hotel once full rooming lists submitted.

Any rooms required after the cut-off date has been reached will be on a space available basis requested via the Agent.

It is a condition of contract that the tour operator supplies details of the relevant person to receive close out notifications, details to be supplied below:

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Close Out Recipients Name:

Email Address:

PAYMENT &INVOICING

This contract is between "the Hotel" and the Tour Operator Stated.
The Hotel does not pay the bank charges of wire transfers. All payments for booking are due in full without any offset for bank charges. Bank charges are the sole responsibility of and must be paid by the Tour Operator.

In the event of non-payment by the Tour Operator, the Hotel reserves the right to charge guests directly for any unpaid room nights and related charges. If the Hotel charges the guest pursuant to this clause, and Tour Operator has already accepted full or partial payment from the guest but has not paid the Hotel, then Tour Operator shall be liable for refunding the guest appropriately.

For the Christmas/New Year period, the full amount of the reservation is due (and billable) as of 01 November or upon booking for reservations made thereafter.

LEGAL JURISDICTION

This contract is written in the English language which shall be considered the authentic language and it shall be construed and take effect according to the Laws of the Country the Hotel is based and the parties hereto submit to the non-exclusive jurisdiction of the Country the Hotel is based courts.

OPERATING TERMS AND CONDITIONS

A. Tour Operator's Obligations

1. In consideration of the grant to it of the preferential rates and/or the allocation the Tour Operator shall include the Hotel in its Programme and brochure of inclusive holiday tours for the period of this contract, the brochure description thereof to include descriptive copy and current photographs; and provide the Hotel. with a minimum of equal display in the Tour Operator's brochure in comparison with any competitive property, relative to both descriptive copy, photographs, and placement (see section E).
2. Not to disclose or discount the Hotel's rates, and not to offer the Hotel otherwise than as part of a package in which the Hotel is only one element. These rates are strictly FIT and cannot be promoted as accommodation only rates in any form. Full Rack Rates will apply if rates are not packaged with an air element.
3. To reserve on a SELL and REPORT basis by final rooming list, delivered either by fax or E-mail. The Hotel reserves the right to close out the Hotel when necessary.
4. The certified rooming list shall serve as a final document upon which the Hotel or its agents may invoice the Tour Operator. Any rooms requested and sold to the Tour Operator on a space available basis after the agreed release date will be added by the Hotel to the final rooming list and invoiced at the agreed rates in US\$ in the manner described above.
5. All special offers and special requests shall be included in the rooming lists. Failure to do so will result in the offers or requests being invalidated.
6. The Tour Operator warrants that it is a travel organizer as defined in the

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European Community Directive on Package Travel Holidays and Package Tours and the UK Package, Travel Package and Package Tours Regulations 1992 and that it is aware of its liability to its clients there under and of the legal liability which it is bound to assume there under to its own clients.

7. The Tour Operator will have no liability under this contract in the event of force majeure or other circumstances arising (which shall without prejudice to the generality of the forgoing include weather, epidemic, fire or other damage to the hotel) which in the opinion of the Tour Operator would render it unsafe or inadvisable for the Tour Operator to send clients to the hotel or to the premises in which the Hotel is situated.

8. If damage is suffered by the Tour Operator by reason of the breach by the Hotel for whatever cause or any other party, the tour operator has no right to set off its claim for damages against other monies due to the hotel which shall be paid without any deduction or offset whatsoever, whatever may be the circumstances. Provided that the Tour Operator shall not be excused from its payment obligations in respect of any room nights consumed at the Hotel by the Tour Operator's clients.

9. No tour operator contract will be signed unless the attached rate sheet and this contract are returned and duly signed by both parties.

B. The Hotel's Obligations

1. The Hotel shall not be allowed to increase the rates throughout the period of this contract provided however, that should any governmental authority increase any applicable tax then the amount of the increase be passed on by the hotel to the Tour Operator as tax is implemented.
2. The Hotel and its Agent shall be excused from its performance of any obligations under this contract when prevented from doing so by a Force Majeure event which shall include, without limitation, all labour disputes, government regulations or controls, fire or other casualty, inability to obtain any materials, or inability to the provide the goods and services contemplated by this contracts due to acts of God, including, without limitation weather, hurricanes, windstorm, fire, acts of war, terrorism, travel supplier strikes and delays, equipment failures, or any other Force Majeure event beyond the hotel's control.

C. Safety of Clients

Throughout the term of this contract the hotel warrants and represents as follows:
1 That the Hotel holds all necessary certificates with all applicable national and local laws, decrees, regulations and codes of recommended practice(including those promulgated by trade associations of which the Hotel is a member) relating to hygiene, fire and general safety of those using the Hotel or any of its amenities.
The Hotel shall indemnify and keep indemnified the Tour Operator against all losses, liabilities, claims or expenses for or in respect of injury, (including death) loss or damage to persons or property which may arise from any cause whatsoever out of or in connection with the supply of services to the Tour Operator (excluding the negligence or default of the Tour Operator, its servants or agents but including any failure on the Hotel's part to comply with the laws, decrees, regulations and codes of recommended practice referred to above). Provided always that, in the event of an indemnity claim, the Hotel shall have the right to defend itself prior to making any indemnity payments, and the Tour Operator shall not seek indemnity from the Hotel unless the Tour Operator has notified the Hotel in writing of any actual or potential claims and given the Hotel and its counsel an opportunity to defend
2 That the Hotel is comprehensively insured with a reputable insurance company in respect of its liability for death, illness, personal injury or other loss or damage suffered by third parties, however caused in a sum assured of not less than one

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hundred thousand US Dollars for each and every individual third party for each and every incident but without limit of indemnity in respect of costs, fees and expenses; Without limiting the obligations of the parties' insurers, nothing in this sub-clause shall serve to limit the liability of the Hotel to indemnify the Tour Operator under the terms of Clause (a) above.

3 That the Hotel will at once inform the Tour Operator by the fastest available method if the Hotel or any of its facilities or amenities no longer comply with any of the said safety standards etc. or if there are any changes in its said insurance or if it ceases to be so insured.

4 That if the Hotel to sub-contracts any of its obligations under this contract for whatever reason, then the Hotel will procure that the sub-contractor also complies with the said safety standards and maintains insurance as aforesaid. The Hotel further agrees that in the event of the negligence of any sub-contractor or if any sub-contractor fails to comply with the said safety standards or to maintain the said insurance the Hotel will indemnify the Tour Operator and its clients against any loss, damage or expense (including costs) incurred by the Tour Operator in relation to claims which may be made against the Tour Operator whether for death, illness, personal injury or other loss or damage however caused.

5 Notwithstanding anything to the contrary, the Hotel shall not be liable, and the Tour Operator shall not hold the Hotel liable or seek indemnity in the event of any losses, claims, or damages based on any Hotel guest's use or intended use of any off site premises, services, activities, or events operated by third parties including without limitation any transportation, theme parks, golf courses, shows, attractions, or rides even if such premises, services, activities or events are advertised at the Hotel.

D. Description and Amenities

- 1 The Hotel hereby declares that at the date of this contract the hotel consists of and conforms to and has the characteristics, description, facilities and amenities set out in the Description Sheet relating to the hotel which has been or will be agreed and signed by or on behalf of both parties and which forms part of this contract.
- 2 In the event of any alteration after the date of this contract in those characteristics, description, facilities and amenities of the hotel set out in the said Description Sheet, the Hotel shall forthwith give written notice to the Tour Operator or its representative of any alteration and shall sign a fresh Description Sheet incorporating all such alterations PROVIDED THAT the Hotel shall not be bound to give notice hereunder in the event of any temporary withdrawal of any facility or amenity where the same has been withdrawn for reasons of breakdown, repair, maintenance, cleaning, weather, lack of fuel or water or other such reason for temporary withdrawal.

E. Accuracy of Hotel Descriptions

- 1 The Hotel has supplied the description of the hotel and its facilities to the Tour Operator. The Tour Operator is aware of its obligations under ABTA's Code of Conduct and its legal liability in the United Kingdom or under the Tour Operator's regulatory body existent in the country from which it operates and its legal liability in said country for false trade descriptions.
- 2 The Hotel shall not be liable for the Tour Operator's brochure description in respect of the Hotel unless the hotel or its agent has approved and countersigned the brochure copy. In the case of the brochure copy not being ready at the date of this contract, the Hotel will not be liable unless, and until, the said copy has been delivered to and countersigned by the Hotel.

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F Consumer Protection Plan and Booking Conditions

1 The Tour Operator will provide the hotel with a copy of its Fair Trading Bond and Booking Conditions as set out in all current Tour Operators brochures which feature the Hotel during the term of this contract. If the Tour Operator is required to make refunds to any client in respect of their stay at the hotel, then the Tour Operator will negotiate fairly with the Hotel as to which party should bear all or part of the burden thereof.

2 In the event of overbooking by the Hotel, or the hotel not being ready to receive the Tour Operator's clients on the arrival date, the Hotel shall use its best efforts provide the Tour Operator's affected clients with alternative accommodation in a hotel of similar or higher quality and with similar facilities at no extra cost to the Tour Operator. Through this client re-protection action the Hotel shall be deemed to have fulfilled its obligations to the Tour Operator and its affected clients.

3 This contract is written in the English language which shall be considered the authentic language and it shall be construed and takes effect according to the Laws of the country or jurisdiction in which the hotel is located. The parties to this contract hereby submit to the exclusive jurisdiction of the courts and authorities of the country or jurisdiction in which the hotel is located with respect to any claims or actions arising out of or in connection with this contract.

4 Travel insurance is recommended. The Tour Operator shall be responsible for advising its clients about travel insurance.

Severability If any provision of this contract is deemed void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this contract shall remain in full force and effect, and the parties intend that the court replace the void or unenforceable provision with an enforceable provision that stays within the spirit of this contract.

No Waiver: No failure to enforce any term or condition of this contract shall by either party shall constitute an ongoing waiver or prevent either party from the enforcement of this contract.

No Third Party Beneficiaries: This contract does not create any rights or benefits on the part of any third parties whatsoever.

Costs and Expenses: In the event of a claim or action by either party to enforce this contract, the costs of enforcement including without limitation collection costs, court costs, and reasonable attorneys' fees shall be payable by the non-prevailing party. Any unpaid amounts under this contract over 30 days past due shall accrue interest at the rate of 1.5% per month or the highest interest rate allowed by law.

ENDORSEMENT

This contract shall not be binding upon The Hotel unless properly signed and returned to:

Resort Marketing International, 17 – 19 Richmond Road, Dukes Park, Chelmsford, CM2 6UA

A copy of this agreement must be signed by an authorised agent of the Tour Operator and returned to Resort Marketing International immediately, acknowledging the Tour Operator's full acceptance of all the terms and conditions contained herein. Resort Marketing International will return a countersigned copy of

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this contract to the Tour Operator.

I, the undersigned, acting as representative for the Tour Operator, fully understand and agree to be bound by the terms and conditions contained in this contract.

"At check-in, all guests are required to provide a valid major credit card (other than Amex) to cover any incidentals or damage. A credit card pre-authorization of US\$300.00 will be run at check-in, and released at check-out subject to any incidental charges. Guests who fail to provide a valid credit card at check-in may be denied accommodations."

Long Bay Beach Club - Tortola BVI

A deluxe resort located on its own secluded mile-long, exquisite white sand beach.

Long Bay Beach Club is located in Tortola, the main island in the British Virgin Islands.

It is located towards the scenic west end of the island, about twelve miles from the airport and six miles from the main town, Road Town. The resort has developed gradually over 30 years and is acclaimed worldwide for its secluded and commanding beach location. Located in this idyllic setting allows the resort to cater to a wide range of customers, offering privacy or activity as a matter of choice. Long Bay is suited to honeymooners, couples, families and singles seeking relaxation and soft adventure.

CREDIT CARD REQUIREMENTS - Guests are required to provide a credit card at check-in for possible incidentals; A \$100 day cash deposit if no credit card.

Important Note: AMEX Not Accepted for Local Payments at Elite Island Resorts Hotels.

Due to ongoing issues with American Express credit card processing please advise your clients that, until further notice, American Express cards cannot be used to pay local charges and incidentals.

ACCOMMODATION:

Each spacious guestroom is equipped with alarm clock radio and hair dryers. Rollaways are available. All requests for rollaway beds should appear on rooming lists and are not guaranteed. A maximum of one rollaway bed is permitted per room and guests will be billed \$20(USD) per night (plus tax and service) per day, paid on property. Room service is not available.

Beachfront Cabana: (270 sq. ft.) Located on the waters edge, these rustic accommodations are elevated on island loft-style footings, set amidst swaying palms and offering magnificent ocean views and seclusion. These romantic, rustic rooms feature king size bed, and beachside hammock, furnished private balcony, air-conditioning, ceiling fan, mini-fridge, coffee maker, direct dial telephone, in room safe, iron & ironing board, flat panel cable TV.

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Maximum occupancy 2 persons. S/R

Beachfront Deluxe: (360 sq. ft.) Located directly on the beach, these spacious studio style rooms feature one king size bed or two queen size beds, furnished private balcony, air conditioning, ceiling fan, mini fridge, coffee maker, direct dial telephone, in room safe, iron & ironing board, flat panel cable TV, DVD player.

Maximum occupancy: 2 persons in king bed rooms 3rd person rollaway, 4 person in rooms with 2 queen beds. S/R

Beachfront Suite: These spacious accommodations sit just yards from the beach. Guestrooms are equipped with king bed and queen pull out sofa bed. Ocean views are provided from the large covered, 120 square foot terraces and balconies. The Beachfront Suite rooms also feature, living room area, full kitchen and electric BBQ grill, air conditioner, ceiling fan, and large closet, a full bath and shower, and dressing area. Also included are a flat screen TV, satellite TV stations, and CD/DVD player. ON REQUEST.

OTHER RESORT-SPECIFIC INFORMATION

All vouchers and rooming lists must detail all offers

HONEYMOONERS: Free honeymoon package consists of fruit plate, sparkling wine, and 25% discount on spa treatments. Designation as a honeymoon couple must appear in the reservation request.

RENEWAL OF VOWS is US\$450 (\$360 NET)

Services of a Wedding Coordinator
Marriage Officer
Cake
Commemorative Certificate
Champagne

GROUPS - The Operator shall submit any group bookings to ELITE ISLAND RESORTS on a special request basis. A group booking agreement must be signed by both Operator and Elite Island Resorts, along with a deposit received by Elite Island Resorts before the Operator confirms the group booking to its Clients. Group bookings may have different deposit and cancellation requirements. A group booking is any booking for an affiliated group of Clients consisting of 6 or more hotel rooms with substantially similar arrival and departure dates.

RESORT FACILITIES

Guest Services Desk
2 Lighted Astro Turf Tennis courts (available at no cost to guests).
Spa Pavilion
Dive Shop - scuba diving facility
Car Rental Office - National & Dollar
Elegant Pelican Gift/Sundry Shop
Poker Table

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Lending Library

RESTAURANT &BAR
1748 Restaurant
1748 is an alfresco restaurant located on the ground floor of a renovated 18th century sugar mill with beachfront decking.
It offers a wide variety of grills, seafood and local dishes
Breakfast from 7:30am - 11:00am; lunch from 12:00 noon - 3:00pm (subject to change); Dinner 7:00pm – 10:00pm on Buffet Nights *

1748 Bar
1748 Bar is where to get a :Long Bay Cooler" with lunch or a "Papaya Daiquiri" with dinner. Happy Hour is held every evening from 5:30 p.m. to 6:30 p.m. (The 1748 Bar is open from 11 a.m. to 11 p.m.)

Dress Code -
Men wear long pants or stylish jeans (no shorts)and collared shirts with short or long sleeves (no T-shirts or tank tops).
Women wear dresses, skirts, long pants or stylish jeans, culottes or in the Summer tailored Bermuda-length shorts (no "short shorts" or cutoffs).

At the 1748 restaurant, during the day shoes are worn, bathing suits, and cover ups.
Dress shorts are allowed for dinner (no swimsuits and short shorts or cutoffs).

Internet: Guests travelling with their personal laptops will have wireless internet access in the lobby/Restaurant area.

Check-in is 3 p.m. Check-out is 12 noon.
Early Check-in: \$50
Late Check-out \$50 up to 3:00pm; \$75 from 3:00-5:00pm

Address:
Long Bay Beach Club
P. O. Box 433
Road Town, Tortola, BVI
(T) 284-495-4252
(F) 284-495-4677

Bank charges are the sole responsibility of the Tour Operator and MUST be paid by the Tour Operator (as per hotel contract clause).