



## **BOOKING TERMS AND CONDITIONS**

This document sets out the standard booking terms and conditions of Day 8 Experiences Ltd (referred to in this document as '**Day 8**' and trading as '**The Yacht Week**'), a company registered in the United Kingdom with the number 07387592 whose registered address is Unit 1 Utopia Village, 7 Chalcot Road, London NW1 8LH.

Please ensure you read this document in full before booking. Important sections are underlined. Any references to 'you' are to the you, the holidaymaker, who has contracted with DAY 8 either in your own right or on behalf of others.

### **THE NATURE OF THESE TERMS**

1. As soon as any payment is made, a contract will automatically arise between you and DAY 8, granting both parties respective duties and obligations under that contract. These terms and conditions will form the basis of the contract between you and DAY 8.
2. DAY 8 reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to The Yacht Week website.

### **BOOKING PROCEDURE**

3. To make a booking, the individual nominated by the group of guests that constitute the members of that individual's crew ('the **Crew**') to be the main point of contact between DAY 8 and the Crew ('the **Lead Booker**') should complete the booking on The Yacht Week website. The action of completing the booking confirms that the group and the Lead Booker agree that:
  - a. any advertisements on the The Yacht Week website constitute an 'invitation to treat' in English law;
  - b. by filling out a booking you will be making an offer to us;
  - c. DAY 8 will contact you as soon as possible to confirm availability, the total price due under the contract, the date when your deposit will be due and the details of the payment plan;
  - d. DAY 8 reserves the right to cancel any booking within the period of five working days from the time of completion of the booking should the yacht selected under that booking be unavailable for any reason whatsoever; and,
  - e. DAY 8 is not liable to reimburse the Lead Booker or the Crew for any transport costs (including airline costs) incurred by the Lead Booker or the Crew within the period of five working days from the time the Lead Booker completes the booking on The Yacht Week website where the booking is cancelled under clause 3(d). Therefore, the Lead Booker and the Crew are advised to make any necessary transport arrangements following the expiration of five working days from the time of completion of the booking.
4. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via The Yacht Week website he or she has the authority to act on behalf of the Crew and that each member of the Crew has read and agreed to all relevant terms and conditions. This is a condition of making a booking with DAY 8. If the Lead Booker does not comply with this condition, DAY 8 reserves the right to cancel the booking without any refund whatsoever.

# DAY 8

5. No Lead Booker may make more than one booking per event week without express written permission from DAY 8. Permission may be granted from DAY 8's Customer Services Department. This does not apply to guests attending an event week as part of the Crew.
6. Unless otherwise agreed by DAY 8, the Lead Booker must be a guest, skipper or hostess on the boat he or she has booked. All guests, including the Lead Booker, must be at least 20 years of age.
7. DAY 8 does not accept liability for the costs associated with any errors in your confirmation email that are not brought to our attention within five working days of the date of that confirmation email. DAY 8 reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them.

## CHECKING-IN

8. Online check-in will be available eight weeks before your scheduled event date.
9. All guests are required to check in online. Those who do not check in online will be charged an administrative fee of EUR(€) 10 to check-in on site.
10. Upon arrival at your base marina, you will be required to produce proof of identification. Guests who failed to sign in online may be required to complete a lengthier check-in process.
11. In these terms and conditions, the '**Booking Ratio**' refers to any Crews' gender ratio applicable to or otherwise prevailing at the time the Lead Booker made the relevant The Yacht Week holiday booking, whereas the '**Checking-In Ratio**' refers to any Crews' gender ratio at the time of checking-in at any The Yacht Week check-in venue. In the event the Checking-In Ratio does not conform to the Booking Ratio. The Yacht Week reserves the right to withhold wristbands upon check-in and/or apply a EUR(€) 200 administration fee on-site to adjust the Checking-In Ratio to conform to the Booking Ratio. The EUR(€) 200 administration fee shall apply to each and every guest which requires adjustment and shall not be blanket administration fee applicable to the booking as a whole. By way of example, if a crew of ten persons has a Booking Ratio of 50/50 males to females, then an administration fee of EUR 800 shall apply in the event the Checking-In Ratio is 70/30 males to females.
12. The Booking Ratio cannot be changed once entered. There is a possibility that DAY 8 staff may be able to make manual changes to your booking in order to alter the Booking Ratio, but these changes cannot be guaranteed. Should any change be possible, an admin fee will be chargeable in accordance to clause 44. DAY 8 accepts no liability if you make a mistake when entering the Booking Ratio.
13. In the event that upon arrival at any The Yacht Week check-in venue you attempt and/or wish to add additional crew to the crew list you provided in your booking, The Yacht Week reserves the right to apply a EUR(€) 200 administration fee on-site to adjust the crew list. The EUR(€) 200 administration fee shall apply to each and every guest which requires adjustment in accordance with clause 11 above.

## PRICING

14. DAY 8 reserves the right to change the price of your booking before your booking is confirmed. Any such changes will be communicated to you. DAY 8 reserves the right to correct pricing errors after confirmation. Prices do not include the associated food costs for any skipper or hostess contained in the booking, and Crews are obliged to provide at least three meals a day for their skipper and hostess contained in the booking at reasonable meal times.

15. The default invoice price is in EUR(€) but you may be able to pay in GBP(£) or any other currency specified as being available and accepted by DAY 8 on The Yacht Week website from time to time. Please see clause 18 for further information.
16. DAY 8 warrants and guarantees that:
  - a. Up to and until 30 days before your departure date, the price of your booking will not be subject to any surcharges except variations in transportation costs; dues, taxes and fees; and exchange rates.
  - b. Within 30 days of your departure date, the price of your booking will not be subject to any surcharges.
  - c. DAY 8 will absorb any increase of less than 2% of the purchase price. You will only be charged for the increase over and above 2%.
  - d. If a price increase means you will have to pay an additional sum greater than 10% of the cost of your booking, you will have the option of:
    - i. accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or
    - ii. cancelling and receiving a full refund of all monies paid (excluding any amendment charges) provided the decision to cancel is made within fourteen days of being informed of the price increase.
  - e. Should the price of your booking decrease by more than 2% of your booking cost due to the changes mentioned above then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## PAYMENTS

17. You will pay DAY 8 the gross sum owed. This includes the cost of the service(s) provided and DAY 8's administration fee.
18. The default invoice price is in EUR(€). If you choose to pay with GBP(£) or USD (\$) (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which DAY 8 may apply in any future payment transactions. For this reason, you are advised to pay in EUR(€) if you do not agree to pay any price variations as a result of fluctuations in exchange rates including the internal exchange rate which DAY 8 may apply in any future payment transactions.
19. The payment instalment plan will vary depending on the event week and destination you have booked. For the majority of the events the payment instalment plan shall be as follows:

### For Yacht Bookings

- a. 10% of the total cost of the booking can be paid either immediately upon booking or 24 hours following the booking (by way of reservation);
- b. 40% of the total cost of the booking must be paid no later than 30 days after the booking date; and
- c. 100% of the total cost of the booking must be paid no later than 70 days before the event begins (check your booking to see the exact date).

- d. For bookings made between 100 and 70 days before the event begins (check your booking to see the exact date), 40% of the total cost of the booking must be paid upon booking.

## **For Cabin Bookings**

- a. the first payment of 50% of the total cost must be paid upon booking;
- b. the second payment of 50% of the total cost must be paid on the earlier of either 42 days after the date of booking or 28 days before the event begins (check your booking to see the exact date); and
- c. if a new booking is made in the period of 28 days before the event begins (check your booking to see the exact date), a payment of 100% of the cost must be paid upon booking.

For both yacht and cabin bookings, guests may choose to pay the entire amount owed in one lump sum.

The following payment terms apply for **bookings made from 7 June 2018 onwards**:

## **For Standard Easy Booking Yachts (entire yachts) only:**

- a. 10% of the total cost of the booking must be paid upon booking;
- b. 30% of the total cost of the booking must be paid no later than 45 days before the event begins (check your booking to see the exact date);
- c. 60% of the total cost of the booking must be paid no later than 21 days before the event begins (check your booking to see the exact date);
- d. 100% of the total cost of the booking must be paid if you make the booking 21 days before the event begins (check your booking to see the exact date).

## **For Cabin Bookings**

- a. the first payment of 50% of the total cost must be paid upon booking;
- b. the second payment of 50% of the total cost must be paid 15 days before the event begins (check your booking to see the exact date); and

For both yacht and cabin bookings, guests may choose to pay the entire amount owed in one lump sum.

20. The payment terms for bookings with the 'Flexible Payments' tag may differ from the payment installation plan within clause 19. Please check your booking for the correct payment terms specific to your booking as the payment terms of your booking will prevail to those in these terms and conditions. For the avoidance of doubt, DAY 8 guarantees that where your payment terms differ to clause 19, your specific payment terms will never be less favourable to those in these terms and conditions.
21. Failure to pay an instalment by a payment due date confers on DAY 8 the right to cancel the booking with no refund of the sums paid thus far whatsoever.
22. It is the guests' responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by DAY 8 without a refund. If you are likely to be unable to make a payment on time you must contact DAY 8 as soon as possible to request an extension to the

relevant payment due date. If such an extension is agreed, DAY 8 will communicate this to you in writing.

23. The first payment under clause 19 (a) is payable either immediately upon booking or within 24 hours of making a reservation; if this first payment is not made the, booking will be automatically cancelled.
24. If payments are not made from an account/card in the name of the lead booker, DAY 8 reserves right to request authorisation from the account holder.

## CANCELLATION AND VARIATION POLICIES

### *Variation by DAY 8*

25. As DAY 8's booking information is prepared well in advance, some minor aspects of your booking may have to change closer to the time of your holiday in order to make the booking work. You will be notified before any such changes are made provided you have already made a booking.
26. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able to either:
  - a. cancel the booking with a refund of all sums you have paid less cancellation charges within the meaning of clauses 33 and 35 ('**Refundable Sums**');
  - b. choose to accept the changes; or,
  - c. make an entirely new booking.

You must inform DAY 8 of your decision within three working days of being informed of the changes made to your booking. If no action is taken DAY 8 shall be entitled to infer that you have chosen to accept the changes.

27. There is a possibility that the yacht you select when booking may not be available. Should this be the case, DAY 8 shall notify you as soon as possible. DAY 8 reserves the right to either cancel your booking in accordance with clause 3 (d) and/or 28 or offer you a replacement yacht.
  - a. For the avoidance of doubt, if DAY 8 offers a more expensive replacement, which contains all the same facilities as the yacht you chose on booking, this shall be considered an upgrade.
  - b. If you are upgraded, DAY 8 reserves the right to downgrade you to a yacht of the same quality as that which you originally booked in the case that the upgrade offer becomes unavailable. Should this happen, DAY 8 guarantees that you will receive the same quality and type of yacht you originally booked or better.

### *Cancellation by DAY 8*

28. DAY 8 reserves the absolute right to cancel your booking under any circumstances. If DAY 8 cancels your booking under this clause 28 you will be entitled to a full refund of all Refundable Sums. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept DAY 8's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement.
29. DAY 8 will not cancel your booking under clause 28 after the balance due date unless you default in the payment of the balance or such cancellation is necessary as a result of force majeure.

30. DAY 8 reserves the right to cancel your booking without any refund if you do not meet your obligations under clause 4 (Lead Booker's authority to act on behalf of other guests); clause 11 (conformity with Booking Ratio); clause 18 (payment in currency other than EUR(€)); clauses 42 to 45 inclusive (change of customers); clause 64 (travel insurance); and clauses 94 and 95 (reselling).
31. DAY 8 reserves the right to cancel your booking without any refund if circumstances arise that make the booking impossible which are out of DAY 8's control or which DAY 8 could not have prevented. Some examples of such situations are dangerous weather conditions, fire, natural disaster, industrial actions, war, riots, and natural disasters. There may be many other such situations.

### *Cancellation by You*

32. If you decide to cancel your booking;
  - a. the Lead Booker must inform DAY 8 in writing as soon as possible. Your booking will not be cancelled until DAY 8 receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during DAY 8's normal office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received; and
  - b. as any payment by you triggers DAY 8's obligations with the charter companies, any sum paid towards the first instalment, even if not the full amount, will not be refunded (by way of example: if you pay 10% upon booking and elect to cancel your booking before the deadline for payment of the first instalment, that amount will not be refunded to you).
33. If you cancel your booking to a The Yacht Week event at any destination the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:

#### **Yacht Bookings**

- a. Within the first 24 hours of booking or reserving only – 0%
- b. From 24 hours after booking to no later than 30 days from the booking date or 100 days prior to the event date (whichever comes first): 10%
- c. Thereafter, until 71 days prior to the event date (check your booking to see the exact date): 40%
- d. Within 70 days, or less, prior to the event date (check your booking to see the exact date): 100%

#### **Cabin Bookings**

- a. From the date of booking to 56 days before the date of the event (check your booking to see the exact date) - 50%
- b. Between 55 days and the date of the event (check your booking to see the exact date) - 100%

34. The cancellation charges for bookings:
  - a. flagged with a 'Flexible Payment' tag; or
  - b. with a different payment structure to that detailed in clause 19 (check your booking to see the payment instalment plan relevant to your booking),

shall differ from the cancellation charges listed within clause 33. For the kind of bookings listed in this clause, the cancellation charges shall reflect your payment terms. For the avoidance of doubt and by way of clarity, where you cancel a booking of this kind, DAY 8 shall retain all sums paid up until cancellation.

35. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by DAY 8. DAY 8 may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. DAY 8 will take reasonable steps to ensure that all costs and losses are kept to a minimum.
36. In the event any Refundable Sums are due to you under these terms and conditions, DAY 8 reserves the right to apply an administration fee equivalent to 5% of the value of the total of the Refundable Sums. If DAY 8 exercises this right the administration fee shall be withheld by DAY 8 and will not be paid to you.
37. Without prejudice to your statutory rights, DAY 8 strongly advises against you issuing a so-called 'chargeback' or other claim in accordance with section 75 of the Consumer Credit Act 1974 ('Chargeback') without first contacting DAY 8 and/or The Yacht Week's Customer Services Department. DAY 8 is committed to excellent customer service and has in place robust cancellation and variation policies as described in these terms and conditions so there is no need for you to issue a Chargeback. In the unlikely event you do issue a Chargeback, then without prejudice to clauses 32 and 33, DAY 8 reserves the right to apply an administration fee equivalent to 5% of the value of the total of the Chargeback. If DAY 8 exercises this right the administration fee shall either be withheld by DAY 8 and will not be paid to you, or shall be applied to any consecutive invoice issued by DAY 8 (the whole price of the booking must be paid in full 58 days before the event begins). DAY 8 will take formal legal action against you if you issue a Chargeback in a fraudulent manner to avoid paying any cancellation fees or administration fees under these terms and conditions.
38. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

#### *Variation by You*

39. If you would like to change any aspect of your booking, the Lead Booker must inform DAY 8 as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request. For the avoidance of doubt:
  - a. skippers cannot under any circumstance be removed and are mandatory;
  - b. where you cancel a hostess or food package once your invoice is paid in full, no refund will be payable to you; and
  - c. the cost of Ultra tickets is not refundable under any circumstance whatsoever.
40. Please note that DAY 8 may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at DAY 8's discretion.
41. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with clause 33. However, in the event that a more expensive booking is subsequently made and the previous yacht is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee equivalent to 10% of the original booking cost shall be levied in its place.

## *Adding Skipper/Hostess*

42. Adding a skipper or hostess after the final payment date will incur additional charges in line with the cost incurred by DAY 8. These charges will vary according to destination and supply.

## *Change of Customer*

43. If the Lead Booker or any member of your Crew no longer wish to participate in the charter or benefit from the services booked, DAY 8 may, subject to availability, agree to a substitute customer being added to the booking. You should notify DAY 8 in writing at least 14 days before the date of your trip of your intention to substitute a person on the booking. However, this is subject to DAY 8's written acceptance of the arrangement and both the leaving and the substitute parties accepting joint and several liability for full payment of any sums outstanding for the booking.
44. DAY 8 may charge you an administration fee of EUR(€) 25 per Lead Booker or Crew member name change. DAY 8 retains the absolute right to refuse to accept the substitution.
45. Without prejudice to the applicability of clauses 11 and 43 (or any other clause in these terms and conditions) DAY 8 reserves the right to apply a EUR(€) 200 administration fee in the event you request any manual change to be made to your booking. For the avoidance of doubt, manual changes are those changes which must be authorised by DAY 8 and implemented on an ad-hoc basis by a member of DAY 8's staff. The EUR(€) 200 administration fee shall apply per manual change and shall not be a blanket administration fee applicable to a bundle of manual changes.
46. In requesting a change of customer pursuant to clauses 43 to 44 inclusive, the Lead Booker must confirm that the new guest has read and agreed to these terms and conditions.

## **YACHT SPECIFICATIONS**

47. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on The Yacht Week website. However, DAY 8 cannot guarantee that the yacht will meet the exact details described on the website. Since this information is provided by the charter company, you should liaise with the charter company regarding any discrepancy between the description on The Yacht Week website and the yacht you are given.
48. Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. Since these pictures are provided to DAY 8 by the charter companies, DAY 8 cannot guarantee that your yacht will be the same as the one shown in the picture on our website. However, DAY 8 takes misrepresentation very seriously. If you believe that a picture on The Yacht Week website is misleading, please inform DAY 8 as soon as possible so that steps can be taken to fix the situation. Should you wish to pursue a claim for misrepresentation you agree that the charter company shall be the proper defendant for the purpose of any legal proceedings.

## **SUPPLIERS' TERMS**

49. Each supplier may have their own terms and conditions. Some suppliers' terms will limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, these will also limit or exclude our liability to you.

## **YACHT DEPOSIT**

50. Upon arrival, the yacht charter company will require a security deposit to cover additional cleaning, loss, or damage caused to the boat. This security deposit is for the entire yacht; it is up to you and your crew to determine how this sum will be paid. This will be refunded (less any sums deducted) at

the end of your trip and payment can be made by credit or debit card, although some yacht charter companies accept cash only.

- a. Some yachts may have the option to pay a non-refundable deposit in place of the refundable security deposit; the non-refundable deposit will be a lesser sum than the refundable deposit option, however, even where no damage and/or loss occurs to the yacht, the amount you have paid will not be refunded to you under any circumstance.
- b. For cabin bookings, it is recommended that you make the security deposit payment in cash and bring enough cash to cover your portion of the security deposit. More details about the deposit will be sent to you prior to your departure.

Any and all security deposit payments, whether refundable or not, shall be strictly between you and the charter company. DAY 8 cannot accept liability for the return or loss of such monies.

51. At check-in you shall be required to sign the charter company's terms.

52. DAY 8 makes no representation regarding any vessel's seaworthiness or the state of any ancillary equipment. Such representations may only be made by the supplier of the vessel or equipment.

## CHECKING-OUT

53. If not the whole crew, the Lead Booker and the individual who paid the deposit (unless they are the same person), must be present at check out. If absent, should the charter company deduct any sums from your deposit for damage to the yacht, the skipper will not be in a position to argue any costs not attributable to him and will be forced to sign off on the damages in order to proceed with check-out. As a result, the crew risk losing their deposit and DAY 8 cannot accept liability for the return or loss of such monies (see clause 50).

## ITINERARY

54. The itinerary, as provided to you, may be affected by weather conditions (for example, the circle raft might not be viable in adverse weather conditions). Whilst we try our utmost to ensure the itinerary is followed as closely as possible, DAY 8 cannot be held liable for deviations in the itinerary due to circumstances out of our control.

## TRANSFERS

55. Your booking does not include: transport to and from your home country, coach transfers between the airport and the marina, or any other type of transport unless you have selected transfers from DAY 8's website as an optional extra if applicable.

56. Crews who have selected coach transfers between the airport and the marina (or any other type of transfer) from DAY 8's website as an optional extra agree to be bound by the rules and regulations of travel and to following the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the driver or a member of DAY 8's staff will be treated as a breach of contract by the Crew(s) concerned. This may result in the holiday booking being terminated and/or the expulsion of the vehicle of the Crew(s).

57. Coach transfers are offered as a standalone option and are linked directly to published flight times. DAY 8 will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that affects the booked coach transfer. Should a booked flight be cancelled, delayed, have its flight times rescheduled or re-routed by the relevant airline, DAY 8 cannot alter published coach transfer schedules in order to accommodate such changes since coach transfer provide transport for multiple inbound and outbound flights.

# DAY 8

58. DAY 8 will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, re-scheduled or re-routed by the relevant airline after a coach transfer has been booked, it is the responsibility of the guest(s) to inform DAY 8. Likewise, if flight details or transfer timings are entered incorrectly by the booker DAY 8 shall not be liable for any direct or indirect loss or damage this causes.
59. It is the responsibility of the Lead Booker to ensure adequate time is allowed for the transfer, traffic delays and airport formalities. DAY 8 shall not be liable for any direct or indirect loss or damage resulting from missed flights or appointments.
60. Whilst DAY 8 takes every effort to ensure a high standard of service, transfer providers are third party suppliers and therefore DAY 8 cannot be held accountable for any service failings on their part.
61. In the event that the relevant coach transfer is cancelled by DAY 8, the affected Crew(s) will be offered a full refund of the coach transfer cost only thereby allowing the affected Crew(s) to use this refund towards making their own travel arrangements to and from the destination.
62. Regardless of mode of transport delays can occur. By choosing to travel by transfer The Lead Booker acknowledges on behalf of their Crew that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, DAY 8 cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.

## PASSPORTS AND VISAS

63. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.
64. DAY 8 cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through DAY 8.

## TRAVEL INSURANCE

65. DAY 8 does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers adventurous activities such as sailing. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities that you are going to be participating in. We strongly recommend your insurance covers cancellation, personal liability and loss of personal property. It is a condition of your booking that you have a suitable travel insurance policy in place. DAY 8 accepts no liability to those who travel without travel insurance in breach of this clause. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.
  - a. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

## YOUR BEHAVIOUR/RESPONSIBILITIES

66. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or

is likely to cause a public nuisance or you do not follow the instructions or orders of the skipper or any other DAY 8 representative, DAY 8 reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:

- a. your skipper could refuse to continue to work;
- b. you may be required to leave a yacht you have booked at any time during your booking (and from this point onwards you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and/or
- c. we reserve the right, in our absolute discretion, to ban you from any future The Yacht Week or other DAY 8 Group event.

67. External speaker systems are not permitted. Music must not be played in marinas after 8pm.
68. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. You accept by purchasing a holiday from DAY 8, your purchase is solely and fully at your own risk and accept that you are responsible for your own actions. With accepting these terms and conditions you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
69. DAY 8 acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and DAY 8 accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.
70. DAY 8 operates a zero tolerance drug policy. If you are found in possession of illegal substances, DAY 8 reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the yacht you have booked at any time during your booking. DAY 8 reserves the right to inform the relevant law enforcement authorities as we see fit.
71. If you choose to add a skipper to your booking, you accept that the skipper is in charge of the yacht. The skipper will make decisions on behalf of the boat based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. DAY 8 will not be liable for any itinerary changes made by the skipper in the interests of safety and guest experience.
72. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email [info@theyachtweek.com](mailto:info@theyachtweek.com) with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of £25. DAY 8 reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. DAY 8 accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

## IMAGE COLLECTION

73. DAY 8 may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through DAY 8 you agree that such images may be collected and used by DAY 8 however DAY 8 sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that DAY 8 will retain ownership of all rights in connection with such images.

74. DAY 8 reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in section 73. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by DAY 8 to capture content for any authorised purpose, whether for commercial or personal use.
75. If you do not wish to be on camera or video this should be brought to the attention of DAY 8 by sending an email to [info@theyachtweek.com](mailto:info@theyachtweek.com) before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.
76. By booking through DAY 8, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by DAY 8, you agree and guarantee that you will not under any circumstance use any content captured under this clause for any commercial purposes whatsoever; this does not prevent you from using content captured under this clause for your own personal uses and across your personal social media channels only. Where you breach this clause 75, DAY 8 reserves the right to enforce removal of this content.

## OUR RESPONSIBILITY

77. When you book arrangements with DAY 8, even though we act as an undisclosed agent for suppliers we voluntarily accept that this is a "package" falling within the Package Travel, Package Holidays and Package Tours Regulations 1992 (**'the Package Travel Regulations'**) for all UK resident and EU resident Lead Bookers and other guests on their bookings. We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.
78. DAY 8 accepts responsibility that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable endeavours to perform our contractual obligations to you using reasonable skill and care according to the laws and regulations of the country where your holiday takes place.
79. DAY 8 will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).
80. Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of DAY 8 in the discharge of their duties and obligations under these terms and conditions.
81. DAY 8 will not be liable where any failure was due to:
  - a. the acts and/or omissions of the person(s) affected;
  - b. the acts and/or omissions of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable;
  - c. unusual and unforeseeable circumstances beyond our control (for example, adverse weather conditions and congestion), the consequences of which could not have been avoided even if all due care had been exercised; or,

- d. an unusual event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.
82. Our liability is, in all cases save for death or personal injury, limited to twice the price of the holiday booked. Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.
83. DAY 8 will not be liable for the compensation of any lost flights or reimbursement of flight costs.
84. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation DAY 8 will have to pay you will be limited in accordance with any relevant international conventions.
85. You are obliged to assist DAY 8 in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.
86. DAY 8 and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.
87. Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.
88. Making a booking signifies your acceptance of the terms and conditions of The Yacht Week's general waiver. This is available to [view here](#).

## COMPLAINTS

89. DAY 8 maintains the highest standards in choosing yacht supplier partners. If you are unhappy with the performance of any element of a booking made through DAY 8, you must address your complaints to a member of DAY 8's staff as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.
90. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days using the contact details provided on The Yacht Week website.

## DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

91. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. DAY 8 cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.
92. If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or

disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

## DATA PROTECTION

93. DAY 8 will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. DAY 8 may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data DAY 8 holds about you, for which DAY 8 may charge a small fee, and to correct any inaccuracies in your information.
94. DAY 8 maintains a full privacy policy which may be viewed on The Yacht Week website at all times. By booking through DAY 8 you agree to the terms of that privacy policy.

## RESELLING

95. DAY 8 does not permit reselling of its products without prior written consent. DAY 8 does, however, work with a select group of country managers/curators who promote DAY 8's products in various locations.
96. If you believe your booking may have been resold in breach of these terms and conditions, please contact The Yacht Week's Customer Services Department forthwith.

## ENFORCEMENT

97. No failure or delay by DAY 8 in enforcing these terms shall prevent DAY 8 enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

## FINANCIAL PROTECTION

98. If the booking address discloses that the Lead Booker is an EU resident then, in accordance with the Package Travel Regulations, all passengers under that booking with DAY 8 are fully protected through a Financial Failure Insurance Policy for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of DAY 8. For bookings made on or before 6 November 2015 this insurance has been arranged by International Passenger Protection Limited and underwritten by certain underwriters at Lloyd's whereas for bookings made after 6 November 2015 this insurance has been arranged by MGA Cover Services Limited and underwritten by HCC International Insurance Co Plc. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk) or <http://mgacs.com/>.

## ABTA

99. We are a Member of ABTA, membership number Y6199. We are obliged to maintain a high standard of service to you and abide by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with, your contract with DAY 8. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs.
100. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with

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compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element.

101. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## SEVERABILITY

102. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

## ASSIGNMENT

103. You may not transfer or assign any of your rights or obligations under these booking conditions without DAY 8's prior written consent.

## JURISDICTION

104. Your contract with DAY 8 shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

105. Alternatively, if the Lead Booker is a resident of Scotland or Northern Ireland then he or she may choose the jurisdiction of the courts of Scotland or Northern Ireland.



ABTA No.Y6199



## **Schedule 1 – Single Spot Bookings**

1. This Schedule 1 applies:
  - a. where you have booked a single spot; and
  - b. in addition to all the terms in the main body of the booking terms and conditions above. For the avoidance of doubt and for clarity's sake, all terms contained in the main body of the booking terms and conditions above shall apply to the purchase of any single spot in accordance with this Schedule 1.
2. Single spots are available for purchase for TYW event in Croatia from 9 to 16 June 2018 only. Single spots will only be open for purchase until 30 March 2018. After you purchase a single spot you will not be able to transfer your single spot to another destination.
3. For the avoidance of doubt, as with any yacht or cabin booking, you are liable and responsible for all transport costs incurred to Croatia when you purchase a single spot.
4. All payment and cancellation terms relating to your purchase of a single spot in accordance with this schedule shall, in addition to all other terms in the main body of

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these booking terms and conditions and for the avoidance of doubt, be subject to the same payment and cancellation terms as cabin bookings.

5. If you purchase a single spot, you shall be allocated onto a shared yacht with other individuals who have purchased single spots. For the avoidance of doubt, by purchasing a single spot, you will be allocated a same sex two-person cabin to be shared another individual who has purchased a single spot on the allocated yacht.
6. For the avoidance of doubt, the yacht deposit policy in clause 50 above applies to all single spot purchases as well. It is recommended that you make the security deposit payment by cash and bring enough cash to cover your portion of the security deposit. More details about the deposit will be sent to you prior to your departure.
7. Your purchase of a single spot is solely and fully at your own risk in accordance with clause 68.