

## Key points:

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

**In respect of bookings made in the European Economic Area (EEA) ONLY:** we are a Member of ABTA and we provide protection for your money via a financial failure insurance policy with AVS (Atlas Voyage Secure) through Evolution Insurance Company Limited.

**PLEASE NOTE: Financial failure insurance is only applicable to bookings made in the EEA. Our ABTA membership does not apply to any bookings which are made outside the EEA.**

**NB please read the full terms below for more information and for other important rights and obligations.**

## 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 '**Yachts and Friends**'), a company registered in the United Kingdom with the number 07387592 whose registered address is 4th Floor Universal House, Wentworth Street, London, E1 7SA.

Please ensure you read this document in full before booking. Important sections are underlined. Any references to 'you' are to you, the holidaymaker, who has contracted with Day8 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 Day8, giving both parties respective duties and obligations under that contract. These terms and conditions ("Terms") will form the basis of any contract between you and Day8.
2. Day8 reserves the right to make reasonable changes to these Terms 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 'Yachts and Friends' website.

### BOOKING PROCEDURE

3. To make a booking, the individual nominated to be the main point of contact between Day8 and the Crew or, as the case may be, the occupants of a cabin ('the **Lead Booker**') by the group of guests that constitute the members of that individual's crew or the occupants of a cabin ('**the Crew**') or the individual making a booking on his/her own behalf should submit the booking using Yachts and Friends website.
4. Prior to confirming the booking, the Lead Booker will be provided with details of all the facilities and costs included as part of the trip.
5. On submitting the booking, the Crew (including the Lead Booker) agree that:
  - a. Day8 will contact you as soon as possible to confirm your booking, the total price due under the contract, and details of how to access additional information such as the date when your

deposit will be due and the details of the payment plan. The confirmation will (subject to our Terms) occur within 5 working days of your booking request;

- b. Day8 reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking should the yacht selected under that booking be unavailable for any reason whatsoever. **Please note clause 5(c) as regards the consequences of cancellation under this clause 5(b);** and
  - c. Day8 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 5 working days from the time the Lead Booker completes the booking on Yachts and Friends website where the booking is cancelled under clause 5(b). Therefore, the Lead Booker and the Crew are strongly advised to make any necessary transport arrangements only following the expiration of 5 working days from the time of receipt of confirmation of the booking from Day8.
6. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via Yachts and Friends website he/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 Day8.
  7. Unless otherwise agreed in writing by Day8, the Lead Booker must be a guest, skipper or host on the yacht he or she has booked. All guests, including the Lead Booker, must be at least 20 years of age.
  8. Day8 does not accept liability for the costs associated with any errors in your confirmation email that are not due to Day8 and are not brought to our attention within 5 working days of the date of that confirmation email. Day8 reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and to notify you of any corrections made.

## **BOOKING PROCEDURE - CABIN BOOKINGS**

9. When making a cabin or solo booking you accept that allocation of cabin space is at Day8's discretion. Although Day8 shall use its reasonable endeavours to find the best 'fit' for you, Day8 cannot always guarantee compatibility of the guests in each cabin or each yacht. Where guests are not compatible, Day8 will not move a guest to a different yacht or crew.

## **CHECKING-IN**

10. Upon arrival at your base marina, you will be required to produce the following:
  - a. proof of identification.
  - b. Negative COVID-19 certificate - the current policy is that all guests are required to have a negative COVID test within 72 hrs of the event, this will need to be presented to our staff on arrival at the event. Failure to show a valid negative certificate may result in you being prevented from attending the event and not being eligible for a refund. This clause is subject to change and you will be provided with further information prior to your trip.
  - c. We reserve the right to prevent a guest from attending the event who has tested positive for Coronavirus within 14 days of the event
11. The Lead Booker is permitted to invite guests of any age to attend the Yachts and Friends event however in the event the Lead Booker invites a guest below the age of eighteen ('the Minor') to attend the Yachts and Friends event. If the Lead Booker or another guest attending the same Yachts and Friends event is not the parent or guardian of the Minor, then the Lead Booker must provide Day8 with a duly completed parental consent form (which may be obtained by Day8 on request) enclosing a passport photo of the parent or guardian who is providing their parental consent. For the avoidance of doubt, a parental consent form is not required when the Minor is attending the Yachts and Friends event along with their parent or guardian.

## **PRICING**

12. Day8 reserves the right to change the price of your booking before your booking is confirmed.
13. Any such changes will be communicated to you. Day8 reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.
14. Prices do not include the associated food costs for any skipper or host contained in the booking, and Crews are obliged to provide at least three meals a day for their skipper and host at reasonable mealtimes.
15. The default invoice payment currency is in EUR(€) but you may be able to pay in GBP (£) or any other currency specified as being available and accepted by Day8 on Yachts and Friends website from time to time. Please see clause 18 for further information.
16. Day8 can change your holiday price after you've booked, only in certain circumstances:
  - a. If there are changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or embarkation or disembarkation fees at ports, or exchange rates. However, there will be no change within the period of 20 days preceding your departure.
  - b. We will absorb, and you will not be charged for, any increase up to any amount equal to 2% of the price of your travel arrangements (other than costs associated with insurance premiums and any amendment charges). You will only be charged for any amount over that 2%. If this results in an increase equal to more than 8% of the price of your travel arrangements, you will have the option of:
    - i. changing to another holiday if we are able to offer one (in which case 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, except for any amendment charges. Should you decide to cancel:

Should the price of your holiday go down due to the cost changes mentioned above, then an amount equal to the reduction will be paid to you. We will deduct from this amount our reasonable administrative expenses. Please note that travel arrangements are not always purchased in local currency.

## **PAYMENTS**

17. You will pay Day8 the sum specified in the confirmation invoice.
18. The default invoice payment currency is in EUR(€). If you choose to pay with GBP (£), CAD(\$), AUD(\$), or USD(\$), (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which Day8 may apply in any future payment transactions. For this reason, you are advised to pay in the currency specified in your Invoice if you do not wish to pay any price variations as a result of fluctuations in exchange rates, including the internal exchange rate which Day8 may apply in any future payment transactions.
19. The payment instalment plan will vary depending on the event week and destination you have booked. You will be advised of the specific payment plan for your booking prior to issue of the confirmation invoice. For the majority of events the payment instalment plan shall be as follows:

### **For Yacht, Cabin and Solo Bookings**

- a. 10% of the total cost of the booking must be paid immediately upon booking. This will be a non-refundable deposit unless the booking is cancelled in accordance with clause 32.
- b. 40% of the total cost of the booking must be paid no later than 30 days after the date on which the booking is made; and

- c. 100% of the total cost of the booking must be paid no later than 60 days before the event begins (check your booking to see the exact date).
  - d. For bookings made between 90 and 60 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 bookings made less than 60 days before the event begins, 100% of the total cost of the booking must be made upon booking.
20. If you fail to pay an instalment by a payment due date Day8 reserves the right to cancel the booking and you will not be entitled to a refund of any sums paid.
21. It is your 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 Day8 without a refund. If you are likely to be unable to make a payment on time you must contact Day8 as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, Day8 will communicate this to you in writing.
22. If the first payment under clause 19 is not made on time, the booking will be automatically cancelled.

If payments are not made from an account/card in the name of the lead booker, Day8 reserves the right to request authorisation from the account holder.

## **CANCELLATION AND VARIATION POLICIES**

### *Variation by Day8*

23. As Day8's booking information is prepared well in advance, some minor aspects of your booking (e.g. change of skipper, or minor itinerary amendments due to weather or local restrictions) may have to change closer to the time of your holiday in order to make the booking work.
24. If major changes (change of dates or significant change of accommodation) to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able (except where we are subject to unavoidable and extraordinary circumstances) to either:
- a. cancel the booking with a refund of all sums you have paid;
  - b. choose to accept the changes; or,
  - c. accept a credit towards a future booking or a booking with another Day8 product;
  - d. make an entirely new booking.

You must inform Day8 of your decision within three working days of being informed of the changes made to your booking. If you do not inform Day8, it shall be entitled to cancel your booking and issue a full refund. Where we are subject to unavoidable and extraordinary circumstances, (being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, pandemic, epidemic fire, natural disaster, industrial actions, war, riots, and natural disasters), your rights under these Terms may be different as we will follow any applicable guidance of ABTA which may allow us to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds. In the event a refund is withheld, you will be informed of a date when a refund will be available.

25. There is a possibility that the yacht you select when booking may not be available. Should this be the case, Day8 shall notify you as soon as possible. Day8 reserves the right to either cancel your booking in accordance with clause 5(b) and/or 26 or offer you a replacement yacht. The following shall apply to a replacement yacht:
- a. If Day8 offers a more expensive replacement, which contains the same capacity as the yacht you chose on booking, this shall be considered an upgrade.

- b. If you are upgraded, Day8 reserves the right to downgrade you to a yacht of the same quality as that which you originally booked if the upgrade offer becomes unavailable. Should this happen, Day8 guarantees that you will receive the same (or better) quality and type of yacht that you originally booked.

26. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined above), which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us (£)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does affect your statutory remedies and does not exclude you from claiming more from Day8 if you are entitled to do so.

#### *Cancellation by Day8*

27. Day8 reserves the absolute right to cancel your booking under any circumstances. If Day8 cancels your booking under this clause 29 you will be (except where we are subject to unavoidable and extraordinary circumstances) entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept Day8'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. Where we are subject to unavoidable and extraordinary circumstances (as defined above), your rights may change as we will follow any applicable guidance of ABTA which may allow us to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds and issue a Refund Credit Note with an end date at which time a full refund can be issued. Our current refund policy for bookings cancelled by Day8 on or after 1 October 2020 due to an event of unavoidable and extraordinary circumstances (including, without limitation, coronavirus and its impact) is that a percentage of the booking total will be offered as an immediate refund within 28 days of cancellation. Exact amounts will depend on the date and circumstances of the cancellation and will be explained clearly to guests at the time of cancellation. Any remaining balance will be held as a refund credit note until 12 months from the cancellation date, after which it can be exchanged for a cash refund.
28. Day8 will not cancel your booking under clause 29 after the due date for payment of the final instalment unless you default in the payment of the balance or such cancellation is necessary as a result of unavoidable and extraordinary circumstances (as defined above).
29. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined above):

Period before departure in which we notify you	Amount you will receive from us (£)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not affect your statutory remedies and does exclude you from claiming more from Day8 if you are entitled to do so.

30. Day8 reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances (as defined above). In such circumstances no compensation will be payable to you

and you may be entitled to a refund of all monies paid depending upon any applicable guidance of ABTA which may allow us to postpone refunds, to offer refund credits and, in some circumstances, to withhold refunds.

## *Cancellation by You*

31. If you decide to cancel your booking;
  - a. you must inform Day8 in writing as soon as possible. Your booking will not be cancelled until Day8 receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during Day8'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;
  - b. By making payment towards a booking but not as the Lead Booker, you accept that any sums paid towards the booking will not be refunded by Day8 in the event you cancel.
32. If you cancel your booking to a Yachts and Friends event at any destination the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:

### **For Yacht, Cabin and Solo Bookings**

- a. Within the first 24 hours of booking or reservation only – 0%
  - b. From 24 hours after booking to no later than 30 days from the booking date or 90 days prior to the event date (whichever comes first): 10%
  - c. Thereafter, until 61 days prior to the event date (check your booking to see the exact date): 40%
  - d. Within 60 days, or less, prior to the event date (check your booking to see the exact date): 100%
33. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by Day8. Day8 may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. Day8 will take reasonable steps to ensure that all costs and losses are kept to a minimum.
  34. In the event of unavoidable and extraordinary circumstances (as defined above) occurring at the place of destination or its immediate vicinity and which significantly affect your holiday or your ability to get to the place of your holiday, you may cancel before the start of the holiday without paying any cancellation fee.
  35. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

## *Variation by You*

36. If you would like to change any aspect of your booking, the Lead Booker must inform Day8 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, hosts and food packages cannot under any circumstances be removed and are mandatory;
37. Please note that Day8 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 Day8's discretion.
38. In the event you wish to make changes to the cabin type, destination or date of a booking, changes will be made entirely at the discretion of Day8 and we reserve the right to charge an administration fee of €150 for each change.

39. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with clause 34. However, in the event that a more expensive booking is subsequently made by the Lead Booker and the previous yacht is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee of €250 shall be levied in its place.

### *Change of Customer*

40. If the Lead Booker or any member of your Crew no longer wish to participate in the charter or benefit from the services booked, Day8 may, subject to availability, agree to a substitute customer being added to the booking. You should notify Day8 in writing at least 7 days before the date of your trip of your intention to substitute a person on the booking. However, this is subject to Day8'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.
41. Without prejudice to the provisions of clause 40 (or any other clause in these Terms) Day8 reserves the right to apply a EUR(€) 200 administration fee in the event you request any change to be made to your booking. The EUR(€) 200 administration fee shall apply per change requested.
42. By requesting a change of customer pursuant to these Terms, the Lead Booker confirms that the new guest has read and agreed to these Terms.

### **SUPPLIERS' TERMS**

43. Each supplier will have their own terms and conditions. If you make a booking through Day8 this will be taken as irrefutable evidence that you have read and agreed to your yacht suppliers' 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. If you need any help locating and reading suppliers' terms, please contact Day8 at [info@yachtsandfriends.com](mailto:info@yachtsandfriends.com)

### **YACHT SPECIFICATIONS**

44. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on Yachts and Friends website. They are correct at the time of posting but Day8 cannot guarantee that the yacht will meet the exact details described on the website.
45. Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering and are based on official images provided by the yacht manufacturers. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. Day8 cannot guarantee that your yacht will be the same as the one shown in the picture on our website. However, Day8 takes misrepresentation very seriously. If you believe that a picture on Yachts and Friends website is misleading, please inform Day8 as soon as possible so that steps can be taken to address the situation.

### **YACHT DEPOSIT**

46. Upon arrival, the yacht charter company will require a security deposit to cover additional cleaning, loss, or damage caused to the yacht. 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. Payment can usually be made by credit or debit card, although some yacht charter companies accept cash only. The following apply in relation to the security deposit:
- 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 circumstances.

- b. For cabin and solo 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. Day8 cannot accept liability for the return or loss of such monies.

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

## CHECKING-OUT

48. The Lead Booker and the individual who paid the deposit (unless they are the same person), must be present at check out. If he/she or they are 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 on your behalf and will sign off on the damages in order to proceed with check-out. As a result, the crew risks losing the deposit. Day8 cannot accept liability for the return or loss of such monies.
49. Check out shall take place at 09:00. As such, whilst Day8 can guarantee your yacht will be back in the marina from which you departed from at this time, it strongly advises that onward travel arrangements be made for after this time and cannot accept responsibility for any travel arrangements made to take effect before this time.

## ITINERARY

50. The itinerary will be arranged with your skipper. It may be affected by weather conditions and whilst we try our utmost to ensure the itinerary is followed as closely as possible, Day8 cannot be held liable for deviations in the itinerary due to circumstances outside its control.
51. Your itinerary will be confirmed 4 weeks prior to the date of departure and may be subject to change at any time. Day8 will accept no responsibility for any additional activities or bookings you have arranged at your own expense which may be affected by such change.

## PASSPORTS AND VISAS

52. 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.
53. Day8 cannot help you to obtain the correct passports, visas, or other documentation that you might need.

## TRAVEL INSURANCE

54. Day8 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 in which you are going to be participating. We strongly recommend your insurance covers cancellation, personal liability, loss of personal property and travel disruption in the event of travel restrictions. It is a condition of your booking that you have a suitable travel insurance policy in place. Day8 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 or other remedies which may be brought or sought against us in respect of your participation in the holiday.
55. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, self-isolation or quarantine you are responsible for meeting the requirements of your insurer in support of any insurance claim. Day8 is under no obligation to may any refund in respect of any absence from the trip.

## YOUR BEHAVIOUR/RESPONSIBILITIES



56. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, your behaviour poses a danger to you or those around you; or causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties or 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 Day8 representative including the customer service team or any other Day 8 or Quarterdeck staff member, Day8 reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:
- a. your skipper or host could refuse to continue to work;
  - b. you may be required at any time during your booking to leave a yacht you have booked and the contract between us will terminate (and 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 terminated); and/or
  - c. Written, spoken or any other form of communication that is abusive or threatening on any platform
  - d. we reserve the right, in our absolute discretion, to ban you from any future Yachts and Friends or other Day8 Group event.
57. External speaker systems are not permitted. Music must not be played in marinas after 8pm.
58. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. By purchasing a holiday from Day8, you accept that your purchase is solely and fully at your own risk and that you are responsible for your own actions. On accepting these Terms you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
59. Day8 acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and Day8 accepts no liability to you for any injury, cost, expense, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.
60. Day8 operates a zero-tolerance drug policy. If you are found in possession of illegal substances, Day8 reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave at any time during your booking the yacht you have booked. Day8 reserves the right to inform the relevant law enforcement authorities as we see fit.
61. You accept that the skipper allocated to your yacht is in charge of the yacht. The skipper will make decisions on behalf of the yacht based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. Day8 will not be liable for any loss of enjoyment or similar claims resulting from itinerary changes made by the skipper in the interests of safety and better guest experience.
62. 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@yachtsandfriends.com](mailto:info@yachtsandfriends.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. Day8 reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. Day8 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.
63. Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behaviour.

64. In addition, Day8 representatives shall be entitled to recover the cost of any damage or loss that is attributable to your conduct and/or fault, if necessary, before conclusion of your holiday and before your homebound transfer.

## YOUR HEALTH

65. Where health and fitness forms part of the product offering, you warrant that you are in good physical condition and you know of no medical or other reason why you cannot or should not do any form of active exercise, including, but not limited to, High Intensity Interval training, strength training, cardiovascular training, swimming, running, yoga, stretching.
- a. Acknowledgement of risks - You warrant that You are aware that all exercise and travel carries risks, and acknowledge you are participating willingly, and in knowledge of these risks.
  - b. You recognise that We are not able to provide you with medical advice, and that any information provided should be used as a guideline only. If you have any prior knowledge of health concerns or health risks, you acknowledge that it is your responsibility to seek clearance from a health care professional prior to attending any of our retreats.
  - c. Indemnity - You agree to fully indemnify without limitation any trainer(s), director(s) or contractor(s) against any injury, malpractice, mishap, or accident during any and all interactions with the Company.
  - d. During the event, it is the responsibility of the individual to inform the trainer(s) of any difficulty with the training. None of the activities are compulsory and you may choose not to take part in any of the fitness activities.

## IMAGE COLLECTION

66. Day8 may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through Day8 you agree that such images may be collected and used by Day8 as Day8 sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that Day8 will retain ownership of all rights in connection with such images.
67. Day8 reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in clause 66. This shall extend but shall not be limited to employees, independent contractors, partners, sponsors and other entities or persons that are authorised by Day8 to capture content for any authorised purpose, whether for commercial or personal use.
68. If you do not wish to be on camera or video this should be brought to the attention of Day8 by sending an email to [info@yachtsandfirends.com](mailto:info@yachtsandfirends.com) at least five days 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.
69. By booking through Day8, 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 Day8, you agree and guarantee that you will not under any circumstance use such content for any commercial purposes whatsoever; this does not prevent you from using such content for your own personal uses and across your personal social media channels. Where you breach this clause 69, Day8 reserves the right to enforce removal of this content.

## OUR RESPONSIBILITY

70. When you book arrangements with Day8, even though we act as an undisclosed agent for suppliers we voluntarily accept that this is a "package" falling within the Package Travel and Linked Travel Arrangements 2018 (**'the Package Travel Regulations'**) for all bookings made within the European Economic Area (EEA). We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.

71. Day8 accepts responsibility for ensuring that services offered and carried out are of a standard reasonably expected of a person skilled in offering and carrying out such services. We will use reasonable care and skill in performing our contractual obligations to you according to the laws and regulations of the country where your holiday takes place.
72. Day8 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 the 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).
73. Should you require refrigeration or air-conditioning services for medical related issues, Day8 must be made aware of such prior to your booking. If made aware, Day8 will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that Day8 will be able to provide the necessary services to you, and Day8 accepts no responsibility for any loss or damage incurred by you if it is unable to meet these needs.
74. Our obligations, and those of our suppliers, in respect of reasonable care will be met 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 Day8 in the discharge of its duties and obligations under these Terms.
75. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. If any of the travel services included in your package are not performed in accordance with the Terms, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.
76. Day8 will not be liable where any failure to perform or improper performance of the travel services is due to:
  - a. you or another member of your party; or
  - b. the acts or omissions of a third party unconnected with the provision of the travel services in the package which are unforeseeable or unavoidable; or
  - c. unavoidable and extraordinary circumstances (as defined above).

Our liability is, in all cases save for death or personal injury, limited to three times the price of the holiday booked. Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any other applicable conventions.

Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

77. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances (as defined above), we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced

mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

78. Day8 will not be liable for to make compensation in respect of any lost flights or reimbursement of flight costs.
79. 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 Day8 will have to pay you will be limited in accordance with any relevant international convention or regulations.
80. You are obliged to assist Day8 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.
81. Day8 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 or as a result of its provision by the operator.
82. 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.
83. Making a booking signifies your acceptance of the terms and conditions of Day8's general waiver. This is available to [view here](#).
84. **Please note:** Without prejudice to the provisions of clause 88, clauses 70 to 87 do not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## ADDITIONAL ASSISTANCE

85. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and by helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

## EXCURSIONS

86. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. 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. Local tours and excursions may form part of the package on some events These local tours and excursions are run by local Operators and you will be subject to their terms and conditions and will operate within the standards stipulated by the country in which the tours take place.

## COMPLAINTS

88. Day8 maintains the highest standards in choosing yacht supplier partners. If you are unhappy with the performance of any element of a booking made through Day8, you must address your complaints to a member of Day8'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.

89. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days using the contact details provided on Yachts and Friends website.

## **DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS**

90. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. Day8 cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday and we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us using the contact details available on our website.
91. 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**

92. Day8 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. Day8 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 Day8 holds about you, and to correct any inaccuracies in your information.
93. Day8 maintains a full privacy policy which may be viewed on Yachts and Friends website at all times. By booking through Day8 you agree to the terms of that privacy policy.

## **RESELLING**

94. Day8 does not permit reselling of its products without prior written consent. Day8 does, however, work with a select group of country managers/curators who promote Day8's products in various locations.
95. If you believe your booking may have been resold in breach of these Terms, please contact Yachts and Friends Customer Services Department.

## **PROMOTIONS AND GIVEAWAYS**

96. All promotions, incentives and giveaways are non-transferable and have no monetary value. It is at the discretion of Day8 to award these as part of its marketing campaigns and they are subject to specific terms and conditions.

## **TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

97. Day8 (or its licensor) own all intellectual property rights in the trademarks, trade names and logos used by it. You are not (and no member of your Crew is) authorized to use any of those marks, names or logos without Day8's express prior written consent.

## **ENFORCEMENT**

98. No failure or delay by Day8 in enforcing these terms shall prevent Day8 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 – FOR BOOKINGS MADE IN THE EEA - UP TO 31 DECEMBER 2020**

99. In accordance with The Package Travel and Linked Travel Arrangements Regulations 2018 all passengers booking with Day 8 Experiences Limited are fully insured for the initial deposit and the

balance of monies paid as detailed in your booking confirmation form if Day 8 Experiences Limited goes out of business. The policy will also include repatriation where your holiday package includes return transport, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Day 8 Experiences Limited.

100. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC.
101. In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk) . Please ensure you retain the booking confirmation as evidence of cover and value.

## **FINANCIAL PROTECTION – FOR BOOKINGS MADE IN THE EEA – FROM 1 JANUARY 2021**

102. The insurance was arranged by AVS (Atlas Voyage Secure) Financial Conduct Authority reference no: 308488 and underwritten by Evolution Insurance Company Limited. Registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
103. In the unlikely event of Insolvency, you must Inform Evolution of your claim submitting in writing to: Evolution Insurance Solutions Ltd, 53A High Street, Saffron Walden, Essex CB10 1AA or via email to [claims@evo-insurance.com](mailto:claims@evo-insurance.com) . Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value.
104. Policy exclusions: This policy will not cover any monies paid for travel insurance or any claim relating to air flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.
105. **Please note: if the booking was not made in the EEA, the scheme of financial protection will not apply to you.**

## **ABTA - FOR BOOKINGS MADE IN THE EEA ONLY**

106. 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 Day8. 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. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved. For further information, please go to [www.abta.com](http://www.abta.com).
107. **Please note: our ABTA membership will only apply to bookings made in the EEA. Please refer to our standard complaints policy in clause 88 for any bookings made from outside the EEA.**

## **SEVERABILITY**

108. 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**

109. You may not transfer or assign any of your rights or obligations under these booking conditions without Day8's prior written consent.

## **JURISDICTION**

# DAY 8

110. Your contract with Day8 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).
111. Alternatively, if you are a resident of Scotland or Northern Ireland then you may choose the jurisdiction of the courts of Scotland or Northern Ireland.

**APPLICABLE TO BOOKINGS MADE IN THE EEA ONLY:**

