



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.

Will the Booker please ensure you read this document in full before booking, and guests read this document before their departure. 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 the initial deposit payment is made, a contract will automatically arise between the Booker 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 the Booker, guests 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.

CHECKING-IN

3. DAY 8 will communicate to the Booker in writing when online check-in will be available. It is the responsibility of the Booker to ensure any guests due to attend the event complete the online check-in. DAY 8 reserves the right to refuse passage to any guest that has not completed the online check-in
4. 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.
5. DAY 8 operates a strict age policy. As such, DAY 8 reserves the right to reject anyone on a booking at check-in should it be discovered you are in fact in violation of our age policy. In such circumstances you will not be refunded any sums paid, nor will DAY 8 assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.

CHECKING-OUT

6. The 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.
7. Check-out will take place at 09:00, whereby DAY 8 can guarantee your yacht will be back in the base marina at this time. DAY 8 strongly advise for onward travel arrangements to be made after this time and cannot accept responsibility for any travel arrangements made before.

ITINERARY

8. 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.
9. Your itinerary may be subject to change at any time. As such DAY 8 will accept no responsibility for any additional activities or bookings you have incurred at your own expense.

TRANSFERS

10. Unless agreed otherwise, 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.
11. 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).
12. 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.
13. 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.
14. It is the responsibility of the 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.
15. 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.
16. 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.
17. Regardless of mode of transport delays can occur. By choosing to travel by transfer the 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

18. 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.
19. 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

20. DAY 8 does not sell or organise travel insurance. The Booker must ensure their guests are protected under the Booker's own travel insurance, or that each guest holds their own valid travel insurance before going on holiday. You should make sure that these insurance policies cover adventurous activities such as sailing. Please read the 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.
21. 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

22. 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.
23. Should the Booker be made aware of the existence of such behaviour described in section 22, the Booker will be responsible for ensuring the behaviour is brought to the attention of DAY 8 and the guest is subsequently removed from the event.
24. External speaker systems are not permitted. Music must not be played in marinas after 8pm.
25. 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.

26. 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.
27. 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.
28. You accept that the skipper allocated to your yacht 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.
29. 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 tailoredevents@day8.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

30. 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.
31. DAY 8 reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in the above clause. This will extend but will not be limited to 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.
32. 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 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.
33. 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 81, DAY 8 reserves the right to enforce removal of this content.

PROMOTIONS

34. DAY 8 and any associated group company reserves the right to use the event for any promotional or marketing purposes. In doing so, DAY 8 shall seek the Booker's permission before any use is

made of the Booker's name or marks, and warrants that any such use shall be for promotional purposes relating to DAY 8 itself rather than that of the Booker.

35. When DAY 8 uses the event for such promotional or marketing purposes DAY 8 will be the sole owner in the content and all associated rights to it. As such, the Booker will have no claim to any such proceeds nor to any moral rights that may be associated with the production or distribution of the content.
36. The Booker shall seek DAY 8's prior written consent before any use is made of the content provided or taken by DAY 8, DAY 8's name or any content featuring the DAY 8 branding. Such consent shall be at DAY 8's sole discretion and not to be unreasonably withheld.
37. If consent is given by DAY 8 in accordance with section 36 of these Booking Terms and Conditions, the Booker shall use the content in a manner that is not negative or defamatory to DAY 8 or any associated group company. In the event the content is used for such purposes DAY 8 reserves the right to request the content or campaign initiated or backed by the Booker to be taken down, removed or otherwise cease to operate.

OUR RESPONSIBILITY

38. 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 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.
39. 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.
40. 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).
41. When DAY 8 reasonably provides the services they are contractually bound to, DAY 8 will not be responsible for any loss or damage caused by the company, whether the loss be pecuniary or reputable. In addition, in circumstances where DAY 8 fails to provide the level of service in which they were contractually bound to provide, DAY 8 will only be responsible for any pecuniary damage or loss that is reasonably foreseeable and a direct consequence of its failure to provide the services to the requisite standard; for the avoidance of doubt, DAY 8 shall under no circumstances be responsible for any reputable loss or damage suffered by the Booker.
42. Should you require refrigeration or air-conditioning services for medical related issues, DAY 8 must be made aware of such prior to your booking. If made aware as such, DAY 8 will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that DAY 8 will be able to provide the necessary services to you, thus DAY 8 shall accept no responsibility for any loss or damage incurred through its inability to meet these needs.
43. 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.

44. 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.
45. 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.
46. DAY 8 will not be liable for the compensation of any lost flights or reimbursement of flight costs.
47. 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.
48. 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.
49. 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.
50. 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.
51. Making a booking signifies your acceptance of the terms and conditions of DAY 8's general waiver. This is available to [view here](#).

COMPLAINTS

52. DAY 8 maintains the highest standards in choosing yacht supplier partners. If the Booker or any guest is unhappy with the performance of any element of a booking made through DAY 8, they must address these 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.

53. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days of the initial making of the complaint using tailoredevents@day8.com.

DISABLED CUSTOMERS AND SPECIAL REQUIREMENTS

54. It is important that the guest or Booker tell us about any special needs and requirements so that suitable arrangements can be made. DAY 8 cannot be held responsible for failure to inform them about special needs/requirements that may impact upon any individual's participation in the event. As such, DAY 8 will not compensate the Booker in these circumstances. If support or advice is needed, please contact DAY 8 prior to booking using the contact details available on our website.
55. If an individual has a medical condition, mobility problem or a disability which may affect one's participation in the event, DAY 8 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.
56. DAY 8 has a duty to make reasonable adjustments for any disabled passengers who wish to participate in the event. In deciding what is a reasonable adjustment DAY 8 will take into consideration a variety of factors including but not limited to the cost of making these changes and how practical these changes are. Should, in DAY 8's sole and reasonable discretion, the implementation of any such changes to accommodate a disabled individual is not considered to be reasonable, DAY 8 reserves the right to refuse or cancel your booking in accordance with the Equality Act 2010.

DATA PROTECTION

57. DAY 8 will use the Booker and guest's 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 such information to its service providers and agents for these purposes. The Booker has a right to request a copy of the personal data DAY 8 holds relating to the booking in question, for which DAY 8 may charge a small fee, and to correct any inaccuracies in your information.
58. DAY 8 maintains a full privacy policy which may be viewed here: https://cdn.theyachtweek.com/documents/legal/tyw_privacy_policy_17.05.18.pdf. By booking through DAY 8 you agree to the terms of that privacy policy.

RESELLING

59. 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.
60. If you believe your booking may have been resold in breach of these terms and conditions, please contact tailoredevents@day8.com forthwith.

ENFORCEMENT

61. 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

62. If the booking address discloses that the 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 or <http://mgacs.com/>.

ABTA

63. 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.
64. 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 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.
65. 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.

SEVERABILITY

66. 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

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

JURISDICTION

68. 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).
69. Alternatively, if the 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.

DAY 8



ABTA No.Y6199

