

QD BOOKING TERMS

This document sets out the standard booking terms and conditions of Quarterdeck Life Ltd (referred to as **QD**), a company registered in the United Kingdom with company number 08712742, whose registered office is Unit 1 Utopia Village, 7 Chalcot Road, London NW1 8LH.

Please ensure you read this document in full before proceeding with your application/booking. Important sections are underlined. Any references to 'you' are to the you, the booker, who has contracted with QD. Any references to 'us' and/or 'we' are to QD.

The words **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

GENERAL

1. QD shall respond to registrations of interest and tentative bookings (the **Application**) with further instructions.
2. Your offer to purchase a place on a course shall be deemed to be accepted only when QD issues you with a confirmation email (**Confirmation Email**). This email shall be sent to the same email address from which the Application emanated unless otherwise agreed between you and QD. The date of the Confirmation Email shall represent the date your contract with QD, and obligations under these terms and conditions, come into existence (**Date of Acceptance**).
3. All bookings are subject to availability and QD reserves the right to decline any booking or change these terms and conditions at its absolute discretion.
4. QD reserves the right to:
 - a. alter the price of a course at any time before confirmation;
 - b. correct pricing errors at any time after confirmation; and
 - c. make reasonable changes to these terms and conditions at any time where such changes are necessary.

THE 'COOLING OFF' PERIOD

5. You will have a seven day 'cooling off' period (the **Period**) that runs from the Date of Acceptance. During the Period you may cancel and, where applicable, receive a full refund of any payments made less any bank transfer charges. The Period shall not apply to bookings made for courses that are expected to take place within the period of 28 days from the Date of Acceptance.

CANCELLATION BY QD

6. QD reserves the right to cancel a booking in the unlikely event of low registrations or low expected attendance numbers in respect of any particular course (**Academy** and/or **Academies**). This right may be exercised at any time up to 28 days prior to the start date of the Academy. In the event this right is exercised, QD shall:
 - (a) submit a notification to you informing you of this decision (this notification shall be sent to the same email address from which the Application emanated unless otherwise agreed between you and QD); and
 - (b) immediately issue you with a full refund out of cleared funds.
7. QD will not be liable for the compensation of any flight and/or transportation costs under any circumstance whatsoever.

PAYMENT

8. The total value of the Academy is EUR 800. Academies falling between the:
 - a. 6 April to 26 May 2018 are offered free of charge and shall require no payment to QD; and
 - b. 8 to 23 June 2018 are offered at a reduced cost of a total of EUR 300 per personin exchange for a commitment of 4 weeks work during the 2018 Summer season. If you cancel your place on the Academy in accordance with clauses 15, 16 or 17, fail to attend your relevant Academy or are dismissed due to a breach of QD's Code of Conduct, QD reserves the right to recover the costs by charging the cancellation fee in accordance with these terms and conditions or by withholding payment of any invoices owed to you.
9. If you receive a Confirmation Email and are accepted onto any QD Academy, you shall provide QD with proof of your flights and/or other travel arrangements for the relevant Academy. If you fail to do so within the requested time period, QD reserves the right to withdraw your acceptance and cancel your place, with no refund where applicable, on the relevant Academy. Where QD exercises its rights of cancellation under this clause, QD shall inform you in writing.
10. You are solely liable and responsible for your flight and/or other travel costs to Split, Croatia as well as accommodation and food costs for the first night of the Academy and one meal during your relevant Academy. QD will not be liable for the compensation of any flight and/or transportation costs under any circumstance whatsoever.

CHANGING ACADEMY

11. Requests to change an Academy following your Date of Acceptance must be made in writing and submitted by email to info@quarterdeck.co or any other email address as specified by QD from time to time. These requests must clearly and unambiguously state the alternate Academy requested. Any request submitted shall be deemed to be received by QD on the next working day after the date of submission.

12. QD shall use its reasonable endeavours to facilitate changes from one Academy to another. If no space is available on the alternate Academy requested, QD shall inform you of this as soon as reasonably possible, in which case you may:
- (a) attend the Academy you originally booked;
 - (b) attend an alternative Academy that was not requested but on which space for you is available; or,
 - (c) cancel your booking.
13. There will be no charge for changing Academy unless the price of the alternate Academy is more expensive than the original, in which case, you will be required to pay the difference. In the event the alternate Academy is cheaper than the original, you will not under any circumstance receive a refund of the difference in price.
14. Changing Academy may cause us to incur administrative costs. You will be required to pay for any administrative costs if any such costs are incurred. QD shall use its reasonable endeavours to ensure any administrative costs incurred are minimal.

CANCELLATION BY YOU

15. Requests to cancel bookings must be made in writing and submitted via email to info@quarterdeck.co or any other email address specified by QD from time to time. Any request shall be deemed to be received by QD on the next working day after the date of submission.
16. Where you are due to attend an Academy between the 6 April to 26 May 2018, you shall be charged a cancellation fee of a total of EUR 400. Where you cancel your booking in accordance with these terms and conditions, you shall be charged EUR 400 representing the relevant cancellation fee. In the unlikely event the relevant payment card is no longer in existence at the time of cancellation, QD shall invoice you for the outstanding amount and, where payment is not made, shall treat the outstanding amount as a debt owed by you and pursue this unpaid debt as is necessary.
17. Where you are due to attend an Academy between the 8 to 23 June 2018, where you cancel following the cooling off Period as detailed in clause 5, you shall be charged 100% of the total booking cost and QD shall not refund you any sums paid under any circumstance.
18. No refund shall be available after the first day of the Academy under any circumstance whatsoever. You must contact QD well in advance so you can decide whether an Academy meets your requirements and expectations.

TRAVEL INSURANCE

19. QD does not sell or organise travel insurance. It is an express condition of your booking that you have adequate travel insurance. By booking an Academy you

confirm you have such travel insurance in place that covers risky and adventurous activities such as sailing and other water sports.

20. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities you are going to be participating in. QD accepts no liability if you travel without travel insurance in breach of this clause. You 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 Academy.

PASSPORTS AND VISAS

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

YOUR BEHAVIOUR

23. QD reserves the right to terminate your participation in an Academy if in the reasonable opinion of an instructor or other QD representative, your behaviour poses a threat to your own safety or the safety of others, is likely to cause damage to people or our property, the property of our suppliers 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 your instructor or any other QD representative.
24. The nature of some of the activities you may choose to participate in during the Academy may involve a degree of personal risk. You accept these risks 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.
25. QD operates a zero tolerance drug policy. If you are found in possession of illegal substances, QD 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 Academy at any time. QD also reserves the right to inform the relevant law enforcement authorities as we see fit.
26. 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 will do our best 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@quarterdeck.co with any inquiries relating to lost property. In the event we are able to locate lost property and arrange 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. QD reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs.

27. QD accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever; it is your personal responsibility to look after your belongings.

IMAGE COLLECTION

28. QD reserves the right to collect still and video images of you for promotional purposes. When you make a booking with QD you agree and give your consent to such collection and that such images may be collected and used by QD in any way it sees fit including commercial exploitation. Images collected may be cropped, altered, combined or edited. You agree and confirm that QD shall retain all rights in connection with such images.

29. If you do not agree with clause 28 of this agreement you must submit a notification to QD via email to info@quarterdeck.co or any other email address specified by QD from time to time. Notifications submitted under this clause 29 must be executed prior to the start date of any Academy.

DATA PROTECTION

30. QD 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. QD 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 QD holds about you, for which QD may charge a small fee, and to correct any inaccuracies in your information.

31. QD maintains a comprehensive Privacy Policy which may be viewed at <https://www.quarterdeck.co/>.

SPECIAL REQUIREMENTS

32. You must notify QD of any special requirements so that suitable arrangements and reasonable adjustments can be made. QD shall not be responsible for loss or damage if you fail to notify it of any such special requirements and QD shall not be liable to provide any compensation in these circumstances. In the event you require additional advice or support prior to booking you must contact QD using the contact details available at <https://www.quarterdeck.co/contact>.

33. If you have a medical condition, mobility problem or disability that actually or potentially may affect your booking QD may require a doctor's certificate or other documentation relating to such medical condition, mobility problem or disability. You must provide QD with will details of any such medical condition, mobility problem or disability in writing at the time of booking.

ASSIGNMENT

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

JURISDICTION

35. Your contract with QD 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).