

## BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of Day8 Experiences Ltd (referred to in this document as 'Day8' and trading as 'Yachts and Friends' ('Y&F'), a company registered in the United Kingdom with the number 07387592 whose registered address is Universal House, Wentworth Street, London, E1 7SA.

Please ensure that you read this document in full before booking. Important sections are underlined.

### THE NATURE OF THESE TERMS

1. These terms and conditions will form the basis of the contract between you and Day8.
2. Day8 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 Y&F website.

### BOOKING PROCEDURE

3. To make a booking, the individual nominated by the group of guests that constitute the members of that individual's crew ('the Crew') to be the main point of contact between Day8 and the Crew ('the Lead Booker') should complete the online form on Y&F website. The action of completing this online form confirms that the group and the Lead Booker agree that:
  - a. any advertisements on the Y&F website constitute an 'invitation to treat' in English law
  - b. that by filling out a booking you will be making an offer to us; and
  - c. that Day8 will contact you as soon as possible to confirm availability, the total price due under the contract, the date when your deposit will be due and the details of the payment plan.
4. The Lead Booker confirms that through making a booking via the Y&F website, he or she has the authority to act on behalf of the Crew and that each member of the Crew has read and agreed to all relevant terms and conditions. This is a condition of making a booking with Day8. If the Lead Booker does not comply with this condition, Day8 reserves the right to cancel the booking without any refund whatsoever.
5. The Lead Booker is permitted to invite guests of any age to attend the Y&F event however in the event the Lead Booker invites a guest below the age of eighteen ('the Minor') to attend the Y&F event. If the Lead Booker or another guest attending the same Y&F 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 Y&F event along with their parent or guardian.
6. The Lead Booker may bring household pets on board the yacht for Y&F events subject to the yacht owner's and/or charter company's permission.

7. Day8 does not accept liability for the costs associated with any errors in your confirmation email that are not brought to our attention within five working days of the date of that confirmation email. Day8 reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them.

## PRICING

8. Day8 reserves the right to change the price of your booking before your booking is confirmed. Any such changes will be communicated to you. Day8 reserves the right to correct pricing errors after confirmation. Prices do not include the associated food costs for any skipper or hostess contained in the booking, and Crews are obliged to provide at least three meals a day for their skipper or hostess contained in the booking at reasonable mealtimes.

9. Day8 warrants and guarantees that:

a. Up to and until 30 days before your departure date, the price of your booking will not be subject to any surcharges except variations in transportation costs; dues, taxes and fees; and exchange rates.

b. Within 30 days of your departure date, the price of your booking will not be subject to any surcharges.

c. Day8 will absorb any increase of less than 2% of the purchase price. You will only be charged for the increase over and above 2%.

d. If a price increase means you will have to pay an additional sum greater than 10% of the cost of your booking, you will have the option of:

- i. accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or
- ii. cancelling and receiving a full refund of all monies paid (excluding any amendment charges) provided the decision to cancel is made within fourteen days of being informed of the price increase.

e. Should the price of your booking decrease by more than 2% of your booking cost due to the changes mentioned above then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## PAYMENTS

10. You will pay Day8 the gross sum owed. The payment instalment plan will vary depending on the week and destination you have booked. The information is available on the 'Booking and Payment' page of the Y&F website.

11. Failure to pay an instalment by a payment due date confers on Day8 the right to cancel the booking with no refund.

12. Guests may pay the entire amount owed in one lump sum.

13. It is the guests' responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by 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.

14. The first payment due date is no later than 24 hours from the time of receipt of booking confirmation. This booking confirmation may be sent by either Day8 or the yacht charter supplier. If this first payment is not made the booking will be automatically cancelled and reopened for bookings from other guests.

15. As soon as the first payment is made a contract will automatically arise between you and Day8, granting both parties respective duties and obligations under that contract.

## CANCELLATION AND VARIATION POLICIES

### Variation by Day8

16. As Day8's booking information is prepared well in advance, some minor aspects of your booking may have to change closer to the time of your holiday in order to make the booking work. You will be notified before any such changes are made provided you have already made a booking.

17. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able to either:

- a. cancel the booking with a refund of all sums you have paid less cancellation charges within the meaning of clauses 24 and 25 ('Refundable Sums');
- b. choose to accept the changes; or, c. make an entirely new booking. You must inform Day8 of your decision within three days of being informed of the changes made to your booking. If no action is taken Day8 shall be entitled to infer that you have chosen to accept the changes. No major changes within the meaning of this clause 17 will be made within the period of fourteen days prior to the commencement of your booking unless these changes are necessary as a result of force majeure.

### Cancellation by Day8

18. Day8 reserves the absolute right to cancel your booking under any circumstances. If Day8 cancels your booking under this clause 19 you will be entitled to a full refund of all Refundable Sums. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept 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.

19. Day8 will not cancel your booking under clause 19 after the balance due date unless you default in the payment of the balance or such cancellation is necessary as a result of force majeure.

20. Day8 reserves the right to cancel your booking without any refund if you do not meet your obligations under clause 4 (Lead Booker's authority to act on behalf of other guests); clause 3133 (substitution of customers); clause 43 (travel insurance); and clause 64 (reselling).

21. Day8 reserves the right to cancel your booking without any refund if circumstances arise that make the booking impossible which are out of Day8's control or which Day8 could not have prevented. Some examples of such situations are dangerous weather conditions, fire, natural disaster, industrial actions, war, riots, and natural disasters. There may be many other such situations.

## Cancellation by You

22. If you decide to cancel your booking, the Lead Booker 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 weekday except a public holiday between the hours of 0900 – 1730) to check that the email has been received.

23. If you cancel your booking the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:

- 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 – 10%;
- c. Thereafter, until 91 days prior to the event date (check your booking to see the exact date): 50%;
- d. Within 90 days, or less, prior to the event date (check your booking to see the exact date): 100%.

24. 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.

25. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

## Variation by You

26. 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. Cancelling a skipper or hostess before full payment is made to Day8 will incur a €100 administration fee.

27. 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.

28. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with clauses 24 and 25. However, in the event that a more expensive booking is subsequently made and the previous yacht is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee equivalent to 10% of the original booking cost shall be levied in its place.

## Adding Skipper/Hostess

29. Adding a skipper or hostess after the final payment date will incur additional charges in line with the cost incurred by Day8. These charges will vary according to destination and supply.

## Change of Customer

30. 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 14 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.

31. Day8 may charge you an administration fee of €25 per Lead Booker or Crew member name change. Day8 retains the absolute right to refuse to accept the substitution.

32. In requesting a change of customer, the Lead Booker must confirm that the new customer has read and agreed to all relevant terms and conditions.

## YACHT SPECIFICATIONS

33. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on the Y&F website. However, Day8 cannot guarantee that the yacht will meet the exact details described on the website. Since this information is provided by the charter company, you should liaise with the charter company regarding any discrepancy between the description on the Yachts and Friends website and the yacht you are given.

34. Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. Since these pictures are provided to Day8 by the charter companies, 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 the Yachts and Friends website is misleading, please inform Day8 as soon as possible so that steps can be taken to fix the situation. Should you wish to pursue a claim for misrepresentation you agree that the charter company shall be the proper defendant for the purpose of any legal proceedings.

## SUPPLIERS' TERMS

35. 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 through the 'Contact Us' section of Y&F website at [www.yachtsandfriends.com](http://www.yachtsandfriends.com).

## YACHT DEPOSIT

36. Upon arrival, the yacht charter company may require a deposit to cover additional cleaning, loss, or damage caused to the boat. This will be refunded (less any sums deducted) at the end of your trip and payment can usually be made by credit or debit card although some yacht charter companies accept cash only. This arrangement shall be strictly between you and the charter company. Day8 cannot accept liability for the return or loss of such monies.

37. At check in you may be required to sign the charter company's terms.

38. Day8 makes no representation regarding any vessel's seaworthiness or the state of any ancillary equipment. Such representations may only be made by the supplier of the vessel or equipment.

## TRANSPORT

39. Your booking does not include transport to and from your home country, transfers between the airport and the marina, or any other type of transport unless you have selected transfers from Day8's website as an optional extra if applicable.

## PASSPORTS AND VISAS

40. Day8 cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through Day8.

## TRAVEL INSURANCE

41. Day8 does not sell or organise travel insurance. However, you must buy travel insurance before going on holiday. If you are sailing, 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. 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.

## YOUR BEHAVIOUR

42. If, while on holiday, your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or property, breaches any local law, or causes or is likely to cause a public nuisance, Day8 will have the right to cancel your booking without paying you any refund. This means (among other things) that your skipper could refuse to continue to work and that you could be made to leave a yacht you have booked mid way through your booking.

43. External speaker systems are not permitted. Music must not be played in marinas after 8pm.

## IMAGE COLLECTION

44. 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 however 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.

45. 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@yachtsandfriends.com](mailto:info@yachtsandfriends.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.

## RESPONSIBILITY

46. 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, Package Holidays and Package Tours Regulations 1992 ('the Package Travel Regulations') for all UK resident and EU resident Lead Bookers and other guests on their bookings. We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.

47. Day8 accepts responsibility for using reasonable care and skill to ensure that your holiday is supplied as described in our promotional material, and that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services.

48. 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 overseas safety standards may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home.

49. 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 Day8 in the discharge of their duties and obligations under these terms & conditions. 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, 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.

50. 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.

51. 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 conventions.

52. 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.

53. 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.

54. Other than as is detailed in these booking terms & 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.

## COMPLAINTS

55. 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 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 a complaint at this time is likely to affect your right to compensation.

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

## DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

57. 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. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.

58. 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

59. 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, for which Day8 may charge a small fee, and to correct any inaccuracies in your information.

60. Day8 maintains a full privacy policy which may be viewed on the Day8 website. By booking through Day8 you agree to the terms of that privacy policy.

## RESELLING

61. Day8 does not permit reselling of its products without prior written consent. Day8 does, however, work with a select group of country managers who promote Day8's products in various locations

62. If you believe your booking may have been resold in breach of these terms & conditions, please contact the Y&F Customer Services Department forthwith.

#### ENFORCEMENT

63. 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 ONLY

64. Day 8 Experiences Limited is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and 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 subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Day 8 Experiences Limited.

65. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC.

66. 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.

67. 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.

68. 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

69. 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... 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).

70. Please note: our ABTA membership will only apply to bookings made in the EEA. Please refer to our standard complaints policy in clause 99 for any bookings made outside the EEA.

#### SEVERABILITY

71. 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. 16 Updated 23 October 2019

#### ASSIGNMENT

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

#### JURISDICTION

73. 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).

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

