

## PRIVATE BY THE BUCKETLUST BOOKING TERMS AND CONDITIONS

### 1. THE NATURE OF THESE TERMS

- 1.1. These are the terms and conditions (the “**Terms**”) under which we supply products and services to you, trading as Private by The BucketLust (the “**Booking**”). These Terms, our privacy policy, our website terms of use, the general waiver, the agreement for the provision of skipper services and all other information we brought to your attention before we confirmed your Booking, form the basis of your contact with us.
- 1.2. Please read these Terms carefully before you make your Booking. These Terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem with your Booking and other important information.
- 1.3. We are The BucketLust Ltd (“**TBL**”), a company registered in England and Wales with company registration number is 10560332 and registered office at 10 London Mews, London, W2 1HY, United Kingdom.
- 1.4. References in these Terms to “you” and “your” include the person who has contracted with us in respect of a Booking either in their own right, on behalf of others, and any other person who is added to a Booking or to whom a Booking is transferred (each “**Guest**” and together the “**Guests**”). References to “our”, “us” and “we” are to TBL.

### Package Travel and Linked Travel Arrangements Regulations 2018

- 1.5. Your Booking consists only of accommodation on board a yacht, and associated ancillary services such as a skipper, chef and some events. You can choose to go sailing whilst aboard the yacht, however the sailing is ancillary to the accommodation and does not constitute the carriage of passengers, transport or a travel service in its own right. We may occasionally provide you with transport from the yacht to shore, which is a minor transport arrangement provided as part of the yacht accommodation and is, therefore, not a travel service in its own right. Therefore, your booking does not create a “package” as defined in the Package Travel and Linked Travel Arrangements Regulations 2018.

### 2. OUR CONTRACT WITH YOU

#### How to make and pay for a booking

- 2.1. You can find out information about our products, services, make an enquiry and make a Booking at [thebucketlust.co.uk](http://thebucketlust.co.uk) (the “**TBL Website**”).
- 2.2. Advertisements on the TBL Website constitute an invitation to treat in English law. When you make a Booking on the TBL Website you will be making an offer to us.
- 2.3. To enquire about making a Booking, you should complete the enquiry form on the TBL Website. We will then contact you and provide you with your Booking options based on your requirements. Once you have chosen the Booking you want to make, we will issue you with an invoice (the “**Invoice**”).
- 2.4. To make a Booking you must pay us the amount set out in the Invoice for the specific product or service you want to book. This will typically be a deposit but may be the total price of your Booking under certain circumstances.
- 2.5. The Guest who makes the Booking is called the “**Lead Booker**”. The Lead Booker can add other Guests to the Booking.
- 2.6. Payments for Bookings must be made on the TBL Website by credit or debit card.
- 2.7. It is a condition of your Booking that the Lead Booker agrees and guarantees that they:
  - 2.7.1. have read and agreed to these Terms;
  - 2.7.2. have made each Guest aware of these Terms before adding them to the Booking;
  - 2.7.3. have the authority to accept, and do accept, these Terms on behalf of each Guest added to the Booking;
  - 2.7.4. consent to our use of personal data in accordance with our Privacy Policy and are authorised on behalf of each Guest to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

2.7.5. accept financial responsibility for payment of the Booking on behalf of each Guest.

- 2.8. If the Lead Booker does not comply with **clause 2.7**, we reserve the right to cancel the Booking immediately without refund.
- 2.9. Each Guest agrees to these terms by accepting their addition to the Booking by the Lead Booker, or by accepting the transfer of a Booking to them.

#### How we accept your Booking

- 2.10. We will accept your Booking when we issue a booking confirmation to you by email, which will confirm your Booking and contain other important information (the "**Booking Confirmation**"). A binding contract will come into existence between you and us when we send the Booking Confirmation.
- 2.11. When you receive your Booking Confirmation, you must inform us immediately if you believe that any details are wrong because changes cannot be made later. It may harm your rights if we are not notified of any inaccuracies in any document we send you within 10 days of our sending it.

#### If we cannot accept your Booking

- 2.12. If we are unable to accept your Booking, we will inform you by email. This might be because the product or service is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the Booking. We reserve the right to return any payments you make to us and decline to issue a Booking Confirmation at our absolute discretion.

#### Our right to cancel shortly after Booking

- 2.13. We reserve the right to cancel any Booking with a refund of all monies paid to us under the Booking within five business days of it being made for any reason.

#### Supplier's terms

- 2.14. We act as an agent between you and our suppliers who provide many of the products and services we sell under your Booking (the "**Suppliers**"). Suppliers include, but are not limited to, charter companies which supply yachts as part of your Booking (the "**Yacht Suppliers**"). Each Supplier has their own terms and conditions (the "**Supplier Terms**" in respect of all Suppliers, and specifically the "**Yacht Suppliers Terms**" in respect of Yacht Suppliers). Supplier Terms may limit or exclude liability on the part of the supplier and, by virtue of their application to your contract with us, these may limit or exclude our liability to you. It is a condition of your booking that you agree to the Supplier Terms that are relevant to your Booking. Yacht Supplier Terms can be found on the TBL Website and on request by contacting [info@thebucketlust.org](mailto:info@thebucketlust.org).

#### Transport costs

- 2.15. We will not be liable to you for any transport costs incurred in relation to your Booking. You are advised against making any transport related purchases until a period of five business after making your Booking has passed.

#### Errors

- 2.16. We exclude liability for any costs associated with errors in the Booking Confirmation and on the TBL Website that are not brought to our attention within five business days of the Booking being made. We reserve the right to correct any errors in the Booking Confirmation and on the TBL Website as soon as we become aware of them.

#### Communication

- 2.17. We will only deal with the Lead Booker in all correspondence, including changes, amendments and cancellations to your Booking. The Lead Booker is responsible for:
- 2.17.1. ensuring the accuracy of all information supplied to us in respect of the Guests;
  - 2.17.2. for passing on all information provided by us to the Guests.

#### Safety

- 2.18.** Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of the Booking of any condition, medical or otherwise, that might affect your enjoyment of the Booking. This should include, but not be limited to, any special dietary requirements and reduced mobility issues.

#### Information

- 2.19.** It is a condition of your Booking that you provide certain information that may be sent to governmental authorities, border control and security agencies for the purpose of security and counter terrorism. Such information is known as Passenger Name Records (PNR) or Advanced Passenger Information (APIS). The information you must provide will include your full name (as shown in your passport or travel document), gender, date of birth, travel document type, number, country of issue and expiry date.

#### Competence

- 2.20.** By making the Booking you confirm that you are capable and competent to sail on the yacht under your Booking.

#### Prices

- 2.21.** Prices we advertise are accurate at the date published, but we reserve the right to change them from time to time. Where an error leads to an incorrect price being displayed, we reserve the right to correct it (including after a Booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until your Booking is confirmed by us.

### 3. PRICING AND PAYMENT PLANS

#### Total Price

- 3.1.** The total price of your Booking (the “**Total Price**”) is advertised on the Invoice for each product and service that we sell. We reserve the right to change the advertised Total Price and correct pricing errors before your Booking is confirmed.
- 3.2.** The Total Price is subject at all times to changes arising from government action such as changes in VAT or any other government-imposed changes and changes in the exchange rates of currency. We reserve the right to pass on to you any such increases in the Total Price of your Booking.

#### Payment Plan

- 3.3.** You will pay Total Price to us according to a payment plan of instalments and due dates that is set out on the Invoice (the “**Payment Plan**”). The Payment Plan divides the Total Price into three instalments as follows:
- 3.3.1. Deposit** - 20% of the Total Price must be paid to reserve the Booking;
  - 3.3.2. Instalment 2** - 40% of the Total Price must be paid on or before the date indicated in the Payment Plan; and
  - 3.3.3. Instalment 3** - 40% of the Total Price must be paid on or before the date indicated in the Payment Plan.
- 3.4.** Where the Payment Plan for your Booking advertised on the Invoice differs from the Payment Plan at **clause 3.3**, the payment plan on the Invoice will take precedence.

#### Pricing errors

- 3.5.** We reserve the right to correct pricing errors within a margin of plus or minus 15% of the Total Price after a Booking has been confirmed. If we accept your Booking where a pricing error is greater than 15% of the Total Price, we can cancel your Booking and you will be refunded all amounts paid towards the Booking.

#### Payment currency

- 3.6.** The currency of your Booking will be indicated on the Invoice. All payments made towards your Booking must be in this currency.

#### We can charge interest if you pay late

- 3.7.** If you do not make payments in accordance with the Payment Plan, we may charge you interest on the

overdue amount at a rate of 5% per year above the base lending rate of Barclays Bank plc. Interest shall accrue on a daily basis for each day your payment is late. You must pay us interest together with any overdue amount.

#### **We can cancel your booking if you pay late**

3.8. Failure to make the payments in accordance with the Payment Plan gives us the right to cancel your Booking.

#### **It is your responsibility to check payment dates**

3.9. It is the Lead Booker's responsibility to ensure that payments are made in accordance with the Payment Plan. If you are unable to make payments under the Payment Plan, you must contact TBL by email at [info@thebucketlust.org](mailto:info@thebucketlust.org) immediately to request a payment extension. If an extension is agreed, we will communicate this in writing by email.

#### **Payments not from the Lead Booker**

3.10. If payments are made by a person who is not the Lead Booker, we reserve the right to request confirmation from the person making the payment and from the Lead Booker that they are a Guest making a payment towards the Booking. If the person making the payment is not a Guest, we will refund the payment less any fees we incur for processing the payment and refund.

#### **What is included and not included in your Booking**

3.11. Your Booking includes the yacht provided by the Yacht Supplier (the "Yacht").

3.12. Your Booking does not include:

- 3.12.1. the professional assigned by us to skipper the Yacht (the "Skipper") (a Skipper may be added as an optional extra);
- 3.12.2. the professional assigned by us to act as the chef on the Yacht (the "Chef") (a Chef may be added as an optional extra);
- 3.12.3. transport costs to and from your Booking;
- 3.12.4. your food and drink;
- 3.12.5. food and drink for the Skipper (and Chef if added to your Booking);
- 3.12.6. any activities provided by a Supplier and promoted by us during your Booking;
- 3.12.7. cleaning of your Yacht during the Booking;
- 3.12.8. marina fees, anchor fees, mooring ball fees, marina water fees, marina electricity fees, Yacht fuel fees; and
- 3.12.9. health insurance and travel insurance.

#### **Skipper and Chef food and drink**

3.13. If added to your Booking, you must provide the Skipper and Chef with:

- 3.13.1. three meals at reasonable mealtimes on each day of your Booking; and
- 3.13.2. access to drinking water at all times during your Booking.

## **4. YACHTS**

#### **Yachts may vary from images and details on our website and in our advertising documentation**

4.1. Images and details (such as specifications, measurements, inventories and other data) on our website and in our advertising documentation in respect of your Yacht are for illustrative purposes only and are intended to give you a reasonable idea of the layout and specifications. This information is provided by the Yacht Supplier and we cannot guarantee that your Yacht will match the exact images and details advertised on our website.

- 4.2. If you believe that an image or detail of your Yacht on the TBL Website or in our advertising documentation is misleading, please inform us as soon as possible so that steps can be taken to remedy this. You should also liaise directly with the Yacht Supplier regarding any such discrepancy.

## 5. CHANGES TO YOUR BOOKING BY US

### Changes to price

- 5.1. We can change the Total Price after you have made a Booking due to changes in the following costs associated with your Booking that we incur:
- 5.1.1. fuel or other power sources;
  - 5.1.2. taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates;
  - 5.1.3. transport costs; and
  - 5.1.4. foreign exchange costs.

### Minor changes other than to price

- 5.2. We may make minor changes to your Booking ("**Minor Changes**"). Minor Changes include, but are not limited to:
- 5.2.1. changes to the Skipper or Chef;
  - 5.2.2. changes to the itinerary of your Booking to implement minor technical adjustments and improvements, or due to bad weather; and
  - 5.2.3. changes to reflect alterations to relevant laws and regulatory requirements.

### Major changes other than to price

- 5.3. We may make major changes to your Booking due to circumstances beyond our control ("**Major Changes**"). We will notify you of Major Changes as soon as reasonably practicable. Depending on the circumstances, you may have to pay an additional cost due to a Major Change.
- 5.4. Where we make a Major Change, you may:
- 5.4.1. accept the Major Change; or
  - 5.4.2. cancel your Booking and receive a credit note in the amount of all sums paid towards your Booking which will be valid to be used towards another booking with us starting within 12 months of you receiving the credit note.
- 5.5. You must notify us in writing to [info@thebucketlust.org](mailto:info@thebucketlust.org) within five business days of receiving notification from us of the Major Change of your decision. If you do not notify us of your decision within five business days, you will be deemed to have accepted the Major Change.
- 5.6. We will not be liable for any expenses or losses you incur as a result of us making a Major Change.

### Changes to the Yacht

- 5.7. After you make a Booking your Yacht may become unavailable. In this case, we reserve the right to offer you a replacement yacht of similar quality and type to the Yacht (the "**Replacement Yacht**").
- 5.8. Where the Replacement Yacht is of a better quality than the Yacht, this will be classed as an upgrade. If you are upgraded, we reserve the right to later downgrade you to a yacht of a similar quality and price to the Yacht.
- 5.9. Where the Replacement Yacht is of a lesser quality than the Yacht, we will refund you the difference in price.

## 6. CANCELLATION OF YOUR BOOKING BY US

### When we may cancel your Booking

- 6.1. We reserve the right to cancel your Booking under any circumstances and at any time. Depending on the circumstances and whether you or we are at fault, you may be entitled to a credit note in the value of all sums paid to us in respect of a Booking (the “**Credit Note**”). Credit Notes will be valid for 48 months from the date of issue and can be applied against any booking offered by us.
- 6.2. If we cancel your Booking, we will notify the Lead Booker by email.

#### **When you will not be entitled to a Credit Note**

- 6.3. You will not be entitled to a Credit Note if we cancel your Booking when you are at fault because you breach these Terms, including but not limited to if:
- 6.3.1. you do not make a payment to us when it is due according to the Payment Plan;
  - 6.3.2. you do not provide us with information necessary for us to provide the Booking;
  - 6.3.3. the Lead Booker does not inform the Guests of these Terms (**clause 2.7.1**);
  - 6.3.4. the Lead Booker does not having the authority to accept these Terms on behalf of the Guests or the Guests do not accept these Terms (**clause 2.7.2**);
  - 6.3.5. you change Guests and/or the Lead Booker without our consent (**clause 7.6**);
  - 6.3.6. you do not take out travel insurance (**clause 13**); or
  - 6.3.7. you re-sell your Booking without our consent (**clause 19.3**).

#### **When you will be entitled to a Credit Note**

- 6.4. If we cancel your Booking other than for a reason under **clause 6.3**, you will be entitled to a Credit Note in the sum of all monies we have received from you in respect of your Booking.

#### **Refunds**

- 6.5. We are unable to offer refunds in any circumstances when we cancel your booking under this **clause 6**. However, at our sole and absolute discretion we may refund you any monies you have paid to us and that we are able to recover from our Suppliers in respect of your Booking.

#### **Compensation, expenses and costs**

- 6.6. Where we cancel your Booking, we will not be liable to you for any compensation, expenses or losses that you incur as a result of our cancellation in any circumstances.

#### **Unavoidable and extraordinary circumstances**

- 6.7. We reserve the absolute right to change, postpone or cancel your Booking without refund or compensation due to unavoidable and extraordinary circumstances beyond our control the consequences of which could not have been avoided even if reasonable measures had been taken (“**Force Majeure**”).
- 6.8. Force Majeure includes, but is not limited to:
- 6.8.1. acts of God, flood, drought, earthquake, hurricane, tornado, tsunami or other natural disaster;
  - 6.8.2. epidemic, pandemic or illness;
  - 6.8.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - 6.8.4. nuclear, chemical or biological contamination;
  - 6.8.5. any law or any action taken by a government or public authority, including without limitation travel restrictions, quarantines, or failing to grant a necessary licence or consent;
  - 6.8.6. collapse of buildings, fire, explosion or accident;
  - 6.8.7. any labour or trade dispute, strikes, industrial action or lockouts; and

**6.8.8.** non-performance by Suppliers or subcontractors.

**6.9.** Notwithstanding **clause 6.7**, at our sole and absolute discretion, we may provide a refund or Credit Note in the amount of any monies you have paid to us where we are able to recover the same from our Suppliers.

## **7. CHANGES TO YOUR BOOKING BY YOU**

### **Making changes to your Booking**

**7.1.** If you would like to change any aspect of your Booking, the Lead Booker must inform in writing to [info@thebucketlust.org](mailto:info@thebucketlust.org). You will be responsible for any additional costs we incur in accommodating any changes.

**7.2.** We may not be able to cater to all changes you wish to make. All changes are subject to availability and will be made at our discretion.

**7.3.** The Skipper is mandatory, and you cannot remove them from your Booking under any circumstances.

**7.4.** The Chef is optional. If you add a Chef to your Booking and subsequently remove them, you will not be entitled to a refund.

**7.5.** Changes to the dates of your Booking will be treated as a cancellation under **clause 8**.

### **Change of Guest**

**7.6.** If a Guest no longer wishes to participate in the Booking, we may agree to a substitute Guest being added to the Booking. It is a condition of your Booking that there is always one Guest who is the Lead Booker. You should notify TBL in writing immediately upon becoming aware of any change to the Guests. Any Guest changes are subject to our written acceptance and you agree that both the outgoing and the incoming parties accept joint and several liability for the full payment of any sums outstanding against the Booking.

**7.7.** You agree that all substitute Guests added to your Booking have read and agreed to these Terms.

## **8. CANCELLATION OF YOUR BOOKING BY YOU**

### **Cancelling your Booking**

**8.1.** To cancel your Booking the Lead Booker must notify us in writing to [info@thebucketlust.org](mailto:info@thebucketlust.org) and provide your Booking reference number. We will cancel your Booking on receipt of such notification.

**8.2.** As your Booking comprises all of the Guests as a single party, we cannot accept individual Guest cancellations. Cancellation of your Booking must be with the authority of the Lead Booker and must be for the whole Booking in its entirety.

**8.3.** You agree that any sums that you pay towards your Booking will not be refunded in the event an individual Guest wants to cancel but that your Booking is not Cancelled.

### **Cancellation fees**

**8.4.** If you cancel your Booking where we are not at fault, a cancellation fee (calculated as a percentage of the Total Price) shall apply (the "**Cancellation Fee**"). The Deposit is not refundable under any circumstances, unless we are able to recover the same from our Suppliers.

	<b>Cancellation Date</b>	<b>Cancellation Fee</b>
Band 1	Within 24 hours of making the Booking	0%
Band 2	After Band 1 until 120 days prior to the Booking Start Date	20%
Band 3	After Band 2 until 90 days prior to the Booking Start Date	60%
Band 4	After Band 3	100%



- 8.5.** Cancellations Fees are calculated to cover our costs in making your Booking, including cancellation fees that are imposed on us by our Suppliers as a result of your cancellation. Cancellation Dates are calculated to reflect advance arrangements we make in respect of your Booking due to the nature of our Events.

#### **Supplier cancellation fees**

- 8.6.** In addition to the Cancellation Fee, you will also be liable for any additional cancellation fees imposed on us in respect of your Booking by our Suppliers. We may use any monies you have paid to us to cover any such Supplier cancellation fees. We will take reasonable steps to make sure all Supplier cancellations fees are kept to a minimum and mitigated where possible. Yacht Supplier Terms detailing any cancellation fees are displayed on the TBL Website and you may email us at [info@thebucketlust.org](mailto:info@thebucketlust.org) to be sent a copy.

### **9. EXCURSIONS AND ACTIVITIES NOT INCLUDED IN THE BOOKING**

- 9.1.** Excursions and activities that you book or pay for whilst during your Booking are not part of your Booking. 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.

### **10. YACHT DEPOSIT, SUPPLIER CHECK-IN AND SUPPLIER CHECK-OUT**

- 10.1.** As a condition to you chartering the yacht provided in your Booking, the Yacht Supplier will require a security deposit to cover the costs of additional cleaning, loss, and damage caused to the yacht (the "**Security Deposit**"). This will be refunded (less any sums deducted by the Yacht Supplier) at the end of your Booking. It is up to you to decide how the Security Deposit will be paid.
- 10.2.** Security Deposit payments and matters shall be strictly between you and the Yacht Supplier. We cannot accept any liability for the loss of the Security Deposit.
- 10.3.** As a condition to being able to charter the yacht comprised in your Booking you will be required to accept the Supplier's Terms at check-in.
- 10.4.** We make no representation regarding any yacht's seaworthiness or the state of any ancillary equipment. All such representations may only be made by the Yacht Supplier.
- 10.5.** Check-out will take place no later than 09.00 on the final day of your Booking. The Lead Booker and the individuals who paid the Security Deposit must be present at the check-out with the Yacht Supplier. If absent, should the Supplier deduct any sums from the Security Deposit, the Skipper will not be in a position to argue any costs not attributable to them, and they will be forced to sign off on any damages, loss or costs presented by the Yacht Supplier to complete check-out. As a result, the Guests risk losing their Security Deposit and we cannot accept liability for the return or loss of such monies.

### **11. EVENT ITINERARY**

- 11.1.** The Event itinerary comprised in the Booking may be affected by adverse weather conditions. For example, the circle raft, certain events and anchorages may not be viable or safe in adverse weather conditions. Whilst we try our utmost to ensure the event itinerary is followed as closely as possible, we cannot be held liable for deviations in the Event itinerary due to circumstances outside of our control.

### **12. PASSPORTS AND VISAS**

- 12.1.** It is your responsibility to have valid travel documents to visit the country in which your Booking is performed. 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.

### **13. TRAVEL INSURANCE**

- 13.1.** We do not sell or organise travel insurance. You must buy suitable and comprehensive travel insurance before going on your Booking and this is a condition of your contract with us. You must ensure that your travel insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, personal liability, medical expenses and repatriation in the event of accident or illness, personal belongings and money, your stay aboard the Yacht and adventurous activities such as sailing. It is a condition of your Booking that you have such a policy in place for the duration of your Booking.
- 13.2.** We reserve the right to request to see a copy of your insurance policy and you must take a copy of your insurance policy with you on your Booking. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising in respect of which insurance cover would otherwise have



been available.

- 13.3.** We accept no liability if you make a Booking without travel insurance in breach of this **clause 13**.
- 13.4.** 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 holiday.
- 13.5.** In the event of your withdrawal from the Booking 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.

#### **14. YOUR BEHAVIOUR AND RESPONSIBILITIES**

- 14.1.** If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, during your Booking 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, chef or any other TBL representative, we reserve the right to immediately cancel your Booking without paying you any refund whatsoever. This means, among other things:
- 14.1.1.** your Skipper and Chef could refuse to continue to work for you;
  - 14.1.2.** you may be required to leave your Yacht (from this point onwards you will be solely responsible for making your own travel arrangements, and we will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and
  - 14.1.3.** we reserve the right to ban you from making future bookings with us.
- 14.2.** The nature of some of the activities you may choose to participate in during your Booking may involve a degree of personal risk. You accept these risks and accept that you are responsible for your own actions. In accepting these Terms, you accept full responsibility for any damage, loss or expense caused by you or any person named on your Booking.
- 14.3.** We acknowledge that you may wish to consume alcohol during your Booking. You must do so responsibly, and we accept 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.
- 14.4.** We operate a zero-tolerance drug policy. If you are found in possession of illegal substances, we reserve the right to cancel your Booking without refund. This means, among other things, that you could be made to leave the yacht you have booked at any time during your Booking and that you could be banned from all TBL events in future. We reserve the right to inform the relevant law enforcement authorities at our absolute discretion.
- 14.5.** You accept that the Skipper is in charge of your Yacht at all times during the Booking. The Skipper will make decisions on behalf of the Yacht and its Guests based on safety, the general consensus of the Guests and local knowledge and experience of conditions and circumstances. We will not be liable for any itinerary changes made by the Skipper in the interests of safety and guest experience.
- 14.6.** You are solely responsible for your personal possessions and property. 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. We accept 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.

#### **15. OUR RESPONSIBILITIES**

- 15.1.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for a breach of your legal rights.
- 15.2.** We will not be liable where any failure to perform under these Terms is due to:
- 15.2.1.** the acts and omissions of the person(s) affected;
  - 15.2.2.** the acts and omissions of a third party not connected with the provision of your Booking and which were unforeseeable or unavoidable;

- 15.2.3.** 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,
- 15.2.4.** an unusual event which either we or the Supplier in question could not have foreseen or avoided even with all due care.
- 15.3.** Our liability in respect of your Booking is limited to the Total Price in all cases save for those excluded under **clause 15.2**. Any compensation received by you from Suppliers will be deducted from any sum paid to you as compensation by us. Our liability will be further limited in accordance with or in an identical manner to:
- 15.3.1.** The contractual terms of the companies that provide the travel services that make up your Booking. These terms are incorporated into this booking. Please contact us for copies; and
- 15.3.2.** 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 benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- 15.4.** We will not be liable for the compensation of any lost travel expenses or the reimbursement of any travel expenses.
- 15.5.** You are obliged to assist us 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 to achieve such recovery of third-party compensation.
- 15.6.** We are not responsible for organising additional activities and excursions that are not included in the Booking. Such activities and excursions do not form part of the Booking. We are not responsible for anything that happens (such as illness or injury) arising out of such activities and excursions and anything else that does not form part of the Booking.
- 15.7.** Other than as is detailed in these Terms, we will have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your Booking.
- 15.8.** By accepting these Terms, you accept:
- 15.8.1.** the general waiver set out at **schedule 1**; and
- 15.8.2.** if you have booked a Skipper, the agreement for the provision of skipper services set out at **schedule 2**.
- 15.9.** We will take reasonable care to ensure that reputable suppliers provide the services that make up your Booking. Our Suppliers should follow local and national regulations and laws of the country in which they operate. You understand and agree that overseas safety standards or the standard of any component of your Booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home, in particular, in respect of air-conditioning, refrigeration, Wi-Fi and lavatories.
- 15.10.** 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 our part in the discharge of our duties and obligations under these Terms.
- 15.11.** 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 we will have to pay you will be limited in accordance with any relevant international conventions.

## 16. IMAGE COLLECTION

- 16.1.** We may collect still and video images of you during the course of your Booking for advertising and promotional purposes. By booking through us, you agree that such images may be collected and used by us

however we see fit, including the commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that we will retain ownership of all rights in connection with such images.

- 16.2.** We reserve the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in **clause 16.1**. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by us to capture content for any authorised purpose, whether for commercial or personal use.
- 16.3.** If you do not wish to be on camera or video this should be brought to the attention of us by emailing us at [info@thebucketlust.org](mailto:info@thebucketlust.org) before the start of your Booking. This should include your name, contact details and booking number, stating that you do not wish to be photographed or videoed.
- 16.4.** By booking through us, you agree that any still and video images you capture during the course of your Booking will be used for personal purposes only. Unless you obtain written permission from us in advance of your Booking, you agree and guarantee that you will not under any circumstances 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 16.4**, we reserve the right to enforce removal of this content.

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

- 17.1.** It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. We 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.
- 17.2.** 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.

## **18. DATA PROTECTION**

- 18.1.** We will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, payment processing, customer services, customer profiling, analysing your purchasing preferences, and improving services. We 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 we hold about you, for which we may charge a small fee, and to correct any inaccuracies in your information.
- 18.2.** We maintain a Privacy Policy which may be viewed on TBL website. By booking through us you agree to the terms of our Privacy Policy.

## **19. OTHER IMPORTANT TERMS**

### **We may transfer this agreement to someone else**

- 19.1.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You need our consent to transfer your rights to someone else**

- 19.2.** You may not transfer or assign any of your rights or obligations under these Terms without our prior written consent.

### **Reselling**

- 19.3.** We do not permit the reselling of Bookings, and our products and services without our prior written consent. We do work with appoint sales representatives who are authorised to promote our products and services. If you believe your booking may have been resold in breach of these Terms, please contact us as soon as possible.

### **Nobody else has any rights under this contract**

**19.4.** This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

**If a court finds part of this contract illegal, the rest will continue in force**

**19.5.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later**

**19.6.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you for payment, but we continue to provide the Booking, we can still require you to make the payment at a later date.

**Which laws apply to this contract and where you may bring legal proceedings**

**19.7.** These Terms are governed exclusive by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to adjudicate on any dispute or claim that arises out of or in connection with these Terms, their subject matter or formation (including non-contractual disputes and claims).

## SCHEDULE 1

### GENERAL WAIVER

Please ensure that you read this waiver of liability, assumption of risks, release and indemnity agreement (the "**Waiver**") in full before making a Booking. 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.

#### 1. THE NATURE OF THIS AGREEMENT

- 1.1. This Waiver is a binding legal document. The purpose of this Waiver is to exempt, waive and relieve us and our principals, directors, officers, employees, guides, instructors, agents, representatives, affiliates, suppliers, and distributors (the "**Releasees**") from liability for property damage or all other claims that may result from you being an individual (the "**Participant**") who wishes to engage in any of the activities, events and sports that are associated with a Booking (the "**Activities**"), including but not limited to, sailing, water sports and parties.
- 1.2. In consideration of being permitted to participate in any way in the Activities and having voluntarily elected to participate, you, as a Participant, covenant and agree to the terms and conditions contained in this Waiver.

#### 2. ASSUMPTION OF RISK

- 2.1. You comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the Activities. You acknowledge that the Activities can be physically and mentally intense. You know and understand that the risk of injury from the Activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimise this risk, the risk of serious injury does always exist.
- 2.2. You acknowledge there is a risk that my personal property, including clothing, jewellery and other equipment can get lost, damaged or destroyed.
- 2.3. You acknowledge that the consumption of any alcohol and/or mind-altering substances (which may or may not include illegal or prohibited substances) before boarding or on board a sea-going vessel, whether or not at sea, is dangerous and is likely to increase the risk of personal injury and damage to property. You consume any alcohol and/or mind-altering substance at your own risk and you freely assume this risk.
- 2.4. You acknowledge that the consumption of any food and/or drink before boarding or on board a sea-going vessel, whether or not at sea, carries with it the risk of poisoning, for example, food poisoning and alcohol poisoning. You consume any food and/or drink at your own risk and you freely assume this risk.
- 2.5. You recognise that these risks and dangers include those arising from participating in an outdoor environment and being exposed to the elements (including the sea, wind and cold), general strain injuries from the Activities and collisions (with rocks, other yachts and vessels or any other objects). You acknowledge that these risks may arise from the conditions and use of equipment provided by or obtained for your use by the Releasees. In any event, you understand that these risks and dangers may be caused by your negligence or the negligence of the Releasees.
- 2.6. You acknowledge and understand that included within the scope of this Waiver is any claim or cause of action arising from:
  - 2.6.1. the performance or failure to perform any maintenance, inspection, supervision or control of equipment supplied to you;
  - 2.6.2. the failure to warn you of dangerous conditions existing during a sailing trip, excursion or Activities;
  - 2.6.3. the selection or retention of certain employees, workers and agents of the Releasees; and,
  - 2.6.4. the failure of the Releasees or their agents to provide you with adequate supervision or instruction.
- 2.7. You understand and agree that all of the risks and dangers described throughout this Waiver, including those caused by my negligence or the negligence of the Releasees', are included within this Waiver described herein. You knowingly and freely assume all such risks, both known and unknown.
- 2.8. Nothing in this agreement is intended to release the Releasees from liability for death or personal injury

caused by the negligence of the Releasees.

### **3. RELEASE AND DISCHARGE**

**3.1.** You hereby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of action you may have or that may be made on your behalf or by your spouse, children, heirs and legal representatives for loss of consortium, property damage, breach of contract or any other damage, occasioned by or arising out of or incidental to my participation in the Activities in general whether or not resulting from or caused by negligence by, of and/or on the part of the Releasees.

### **4. INDEMNITY**

**4.1.** You will defend, indemnify and hold harmless the Releasees from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including legal fees brought as a result of your participation in the Booking, and will reimburse the Releasees for any such expenses incurred. You agree that this Waiver may be pleaded as bar to any claims, actions, suits or proceedings taken at any time against any Releasee by you.

### **5. SEVERABILITY**

**5.1.** You expressly agree that this Waiver is intended to be as broad and inclusive as is permitted under English law and that if any portion thereof is held invalid it is agreed that the remainder shall continue in full legal force and effect.

### **6. BINDING ON SUCCESSORS**

**6.1.** This Waiver binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for our benefit, associated business and trading companies and its successors and assigns.

### **7. JURISDICTION**

**7.1.** This Waiver 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).

## SCHEDULE 2

### AGREEMENT FOR PROVISION OF SKIPPER SERVICES

**THIS AGREEMENT** is dated on the day it is accepted and made between:

- (1) The person identified by their signature as the skipper (**Skipper**); and
- (2) The person identified by their signature as the guest (**Guest**).

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

**Booking Terms and Conditions:** the terms you agreed to be contractually bound by upon by booking your holiday and making your first payment, which can be found on [www.thebucketlust.org/legal](http://www.thebucketlust.org/legal).

**Duration:** the period of engagement during which the Services will be provided for the charter period.

**Lead Booker:** the individual nominated by the Guest to be the Guest's main point of contact.

**Quantum Meruit:** means a reasonable sum of money paid for services rendered on a 'what one has earned' basis.

**Services:** the professional services to be performed by the Skipper for the Guest, which includes the services of captaining the Vessel.

**TBL:** The BucketLust Ltd, a company registered in England and Wales with company registration number is 10560332 and registered office at 10 London Mews, London, W2 1HY, United Kingdom.

**Vessel:** the yacht on which the Services are to be performed.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 The words 'I', 'me' or 'my' are a reference to the Skipper, whereas the words 'you' or 'your' are a reference to the Guest.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.7 The schedules to this agreement form part of (and are incorporated into) this Agreement.

1.8 Any words following **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.

#### 2. INTENTION TO CREATE LEGAL RELATIONS

This agreement is legally binding, as such, you should read it carefully before signing.

#### 3. PROVIDING THE SERVICES

3.1 I shall provide the Services to you in accordance with the terms of this agreement and in accordance with clause 4 below.

3.2 The Services I normally provide are divided into a number of distinct stages as follows:

- (a) I will carry out a thorough initial inspection of the yacht and its equipment and advise you, to the best of my reasonable professional knowledge, on any potential risks or liabilities arising with the check in procedure and charter agreement for the yacht charter;



- (b) I will carry out a safety briefing to meet minimum maritime legal requirements, an example of which (for illustrative purposes only) is attached at Annex 1 of this agreement.
- (c) I will appoint one of you as my assistant (**Assistant**) and shall provide additional tuition to the Assistant so that they can meet the demands of that role;
- (d) I will captain and hold full authority over you and the Vessel for the Duration (and in accordance to the Booking Terms and Conditions, will make decisions based on safety, experience and general consensus of the Guest);
- (e) I will ensure that the Vessel's exterior is kept clean and tidy for the Duration;
- (f) I will arrange for refuelling of the yacht, at your expense, at the end of the Duration, for the avoidance of doubt the costs of refuelling shall be your responsibility; and
- (g) I will carry out a final inspection of the yacht immediately after your disembarkation and advise you to the best of my reasonable professional knowledge of any potential damages, costs or liabilities arising with the yacht check out procedure.

3.3 I promise to provide the Services:

- (a) using reasonable care and skill;
- (b) in compliance with commonly accepted sailing practices; and
- (c) in compliance with the national laws and regulations of the relevant country in which I carry out the Services.

3.4 Without restricting the generality of clause 3.3 above, I will not:

- (a) manoeuvre or sail the Vessel or its dinghy whilst under the influence of alcohol or any illegal mind-altering substance;
- (b) manoeuvre or sail the Vessel while you appear to be under the influence of alcohol or any other substance such that there is a serious risk of accident or personal injury in my reasonable opinion;
- (c) smoke on board the Vessel without your permission;
- (d) verbally or physically abuse you;
- (e) jeopardise the Vessel's safety by approaching other yachts closely while under sail;
- (f) leave the Vessel (even at anchor) if the weather appears to be deteriorating;
- (g) sleep at any time while the Vessel is moving;
- (h) throw litter into the sea; or,
- (i) bring any of my own guests on board the Vessel without your permission.

#### **4. WHEN SERVICES ARE PROVIDED**

4.1 I shall commence providing the Services at 1400 on the first day of the Duration, to prepare the yacht for your arrival and boarding as soon as possible.

4.2 I shall finish providing the Services at 0900 on the final day of the Duration.

4.3 With the exception of the start and finish times on the first and last day of the charter in accordance with clause 4.1 and 4.2 above, I shall provide the Services every day for the Duration and shall commence providing the Services no earlier than 0800 and finish the Services no later than 2200. These times may vary if you and I otherwise agree or if in my reasonable opinion there are compelling safety reasons requiring the variation of these times.

#### **5. ITINERARY**

- 5.1 There is no predetermined route or itinerary and you have the freedom to decide where the Vessel is sailed, whether the Vessel should travel under sail or by motor, and where the Vessel should be anchored.
- 5.2 Without prejudice to clause 5.1, I reserve the right to substitute your decision for my own if in my reasonable opinion there are compelling safety reasons to do so. Weather may affect any itinerary decided by you and I, you accept that in accordance with the Booking Terms and Conditions and clause 3.3 (d). I will, in the interests of your safety and experience, make the final decision regarding the route.
- 5.3 I will help you plan your itinerary, or will plan your entire itinerary, if you ask me to do so. In planning your itinerary, I will take into account the daily mileage, the popularity of the route, the weather, the choice of anchorages or any other relevant factors.
- 5.4 I will advise you to the best of my knowledge all relevant information with respect to the costs, risks, reservations and local customs associated with the ports and harbours you may wish to visit during the Duration.
- 5.5 In any event I will not, under any circumstance, sail the Vessel outside of the territorial waters of the country from which we first set out to sea.

## 6. NON-PERFORMANCE OF SERVICES

6.1 In the event:

- (a) I do not start performing the Services under clauses 3.1 and 4;
- (b) stop performing the Services; or,
- (c) otherwise do not perform the Services,

then provided that a reasonable time period has elapsed you may proceed with one of the options outlined in clause 6.2 below.

6.2 If an event occurs under clause 6.1 above, the options you may proceed with are:

- (a) wait until I start performing the Services under clause 3.1 or resume performance of the Services; or,
- (b) you may terminate this agreement under clause 6.3 or 6.4.

6.3 If I have started performing the Services and you decide you wish to terminate this agreement under clause 6.2(b) due to the circumstances described in clause 6.1 above, you will only have to pay for the Services performed (if any) up to the date of termination. If you have made payment(s) to TBL in excess of the amount of Services I have performed, you will be entitled to either:

- (a) a replacement skipper within 1 day of the date of termination; or,
- (b) a refund of any deposit or other sums you have paid less payment for Services rendered on a Quantum Meruit basis within 30 days of the date of termination.

6.4 If I have not started performing the Services, I will not ask you to pay me anything and TBL will offer you either:

- (a) a replacement skipper within 1 day of the date of termination; or,
- (b) a refund of any deposit of other sums you have paid to them within 30 days of the date of termination.

## 7. EVENTS OUTSIDE MY CONTROL

7.1 There may be certain situations or events that occur outside my reasonable control (**Force Majeure Event**). Where an Unavoidable and Extraordinary Circumstances occurs, there may therefore be a delay before I can start or continue performing the Services, you accept that there may be a delay due to a Force Majeure Event. I will normally attempt to resume performing the Services as soon as is reasonably practicable.

7.2 A non-exhaustive list of Force Majeure Events includes:

- (a) where weather conditions or health-related issues make it unsafe, practically impossible or excessively difficult for me to perform any of the Services;
- (b) where the booked Vessel is not delivered on the date or at the time agreed with the supplier of the Vessel, and it is practically impossible or excessively difficult to obtain a replacement Vessel from the same or an alternative supplier within a reasonable amount of time, or the price charged by the same or alternative Supplier is excessively higher than the booked Vessel;
- (c) where I have to wait for other service providers (irrespective of whether or not they are engaged by you) to complete or commence their work before I am able to perform the Services wholly or partially;
- (d) where I am unable to gain access to the Vessel to carry out the Services at the times and dates, I have agreed with you; or,
- (e) any unforeseen or unavoidable event or situation which is beyond my reasonable control.

7.3 If it is reasonably likely that there will be an excessive delay between the Unavoidable and Extraordinary Circumstances and the resumption of my performing the Services, you may:

- (a) continue waiting until I am able to resume performance of the Services;
- (b) accept a replacement skipper from TBL (provided this will be an adequate remedy); or,
- (c) terminate my engagement,

however, you will not be entitled to a refund in respect of the sums you have already paid for the Services rendered.

## **8. YOUR OBLIGATIONS**

8.1 You shall grant me permission to gain access to the Vessel at the times and dates I have agreed to perform the Services.

8.2 For the Duration you will:

- (a) obey all of my reasonable instructions whilst you are aboard the Vessel or when you are boarding the Vessel;
- (b) not consume an excessive amount of alcohol or other substances to the extent that this poses a threat to the Vessel, yourself and others around you;
- (c) in accordance with the Booking Terms and Conditions, not bring any illegal substances on board the Vessel;
- (d) not attempt to manoeuvre or sail the Vessel without my permission and guidance, or when I am not present on the Vessel;
- (e) not use the Vessel's dinghy unless my prior permission is obtained;
- (f) inform me as soon as is reasonably practicable of any injuries, accidents or incidents that involve you or the Vessel;
- (g) provide me with a drinking water supply;
- (h) provide me with three meals a day at reasonable mealtimes;
- (i) provide me with accommodation in a berth on-board the Vessel; and
- (j) grant me permission to access the Vessel's heads (lavatory) and washing facilities.
- (k) not disturb me when I am sleeping between the hours of 2300 and 0700 unless there is an urgent problem or emergency. If you wish to socialise in the common saloon area of the yacht between these hours, then you will allow me to sleep in a private cabin rather than the saloon area.

## **9. ASSUMPTION OF RISK, RELEASE AND DISCHARGE**

- 9.1 By entering into this agreement, you acknowledge and understand the existence of serious risks, in particular:
- (a) there are foreseeable, unforeseeable and inherent dangers involved in sailing and other water sports and activities, including being exposed to the elements;
  - (b) sailing can be physically and mentally intense;
  - (c) being under the influence of alcohol or other substances whilst on board a yacht is dangerous;
  - (d) there is a significant risk of personal injury from participating in sailing and other water sports and activities (which includes the potential for total or partial disability, paralysis and death), and although personal discipline and abstinence from the consumption of alcohol or other substances that impair awareness can minimise this risk, this risk will nonetheless exist; and,
  - (e) there is a risk that your personal property can get lost, damaged or destroyed.
- 9.2 You acknowledge and understand that any dangers and risks described in this agreement, including those caused as a result of your negligence or the negligence of others (including me) are included within the waiver and release described in this agreement and you freely assume all such risks whether known or unknown.
- 9.3 Except to the extent that any of clauses 9.4 to 9.6 apply, you agree to release, discharge or otherwise will hold me harmless from and against any and all claims, liabilities and/or causes of actions you may have or that may be made on your behalf or by your successors in title for loss of consortium, property damage and/or any other damage occasioned by, arising out of or incidental to the performance of the Services whether or not resulting from or caused by my negligence.
- 9.4 For the avoidance of doubt, nothing in this clause 9 is intended to release me from liability for your death or personal injury if this damage is directly caused by my negligence.
- 9.5 You acknowledge and understand that you are unlikely to be insured to use the Vessel's dinghy unless you have obtained any applicable insurance required by law.
- 9.6 If I negligently cause damage or injury to other people, other yachts and their ancillary equipment, the Vessel, the Vessel's dinghy, or the Vessel's equipment, then I will pay such amounts as it necessary to rectify the damage or compensate the injured parties. This includes paying you for the loss of any security deposit you may have paid prior to chartering the Vessel.
- 9.7 If you negligently cause damage or injury to other people, other yachts and their ancillary equipment, the Vessel, the Vessel's dinghy, or the Vessel's equipment, then you will pay such amounts as it necessary to rectify the damage or compensate the injured parties. I will not pay you or anyone else any amount in respect of such damage or injury.

## **10. PRICE AND PAYMENT**

- 10.1 The price and method of payment for the Services will be agreed between you and TBL.
- 10.2 You agree that you have paid or will pay such amounts as agreed with the TBL for the Services before I commence performance of the Services.

## **11. CANCELLATION BY YOU**

- 11.1 Once we enter into this agreement you will not be able to terminate it except as provided for in this agreement, however, we can agree to terminate this agreement by way of mutual consent.
- 11.2 If we agree to terminate this agreement by way of mutual consent under clause 11.1, then you will only be liable to pay the cost for Services already rendered up to the time and date I stop providing the Services.
- 11.3 If we agree to terminate this agreement by way of mutual consent under clause 11.1, and in accordance with clause 11.2, TBL will deduct the sums for which you are liable from any deposit you may have paid. Any remaining deposit will be returned to you within 30 days. If the amount outstanding exceeds the amount of any deposit you have paid, then TBL shall issue you an invoice for the balance.
- 11.4 If you:
- (a) purport to terminate this agreement;

- (b) give notice purporting to terminate this agreement; or
- (c) otherwise do not fulfil your obligations in such a way that is equivalent to you terminating this agreement (including but not limited to not paying any sums due under this agreement),

I am under no obligation to accept your termination under this clause 11.4 otherwise than provided under clause 11.1 or elsewhere in this agreement, however, I may elect to accept your termination under this clause 11.4 and if I have elected to do so you agree that you shall pay me a reasonable sum for the losses and costs (including loss of profit) I have suffered.

11.5 If I have elected to accept your termination under clause 11.4, and if you have paid a deposit to TBL, the whole or part of this deposit will be retained by TBL up to the sum of the losses and costs (including loss of profit) I have suffered whereas any excess will be refunded to you within 30 days. Where my reasonable losses and costs (including loss of profit) exceed the sum of any deposit you have paid TBL, TBL shall issue you an invoice for the balance.

**12. AMENDMENTS TO THESE TERMS AND CONDITIONS**

12.1 I reserve the right to amend these terms and conditions where:

- (a) I am compelled to do so in order to comply with changes in the law or for regulatory reasons; or,
- (b) I am compelled to do so in order to correct any obvious errors or omissions to the extent that such corrections are minor and do not materially affect this agreement.

12.2 Where I exercise my right to amend these terms and conditions, I agree to give you two days' notice (unless this agreement is terminated before that period).

**13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

13.1 Without prejudice to clause 13.2, for the purpose of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

13.2 You and I agree that TBL may enforce the terms of this agreement as though it were a party, however, TBL shall not be required to perform either party's obligations under this agreement.

**14. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed and construed in accordance with the law of England & Wales and shall be subject to the exclusive jurisdiction of the courts of England & Wales.

Signed by the Skipper .....

Name of the Skipper .....

Signed by the Guest .....

Name of the Guests .....

## ANNEX 1

## SAFETY BRIEFING

## 1. GENERAL

- 1.1. **Security deposit.** Guests have paid a security deposit that will be retained by the yacht charter company if the guests damage the yacht. Skipper will only be responsible for damage they cause directly or where they have explicitly instructed the guests to do something resulting in damage.
- 1.2. **Skipper's instructions must be obeyed at all times on the yacht.** Skipper is responsible for the safety of the yacht and all persons on board whilst under way.
- 1.3. **Movement around the yacht.** Beware of trip hazards, the boom, sheets/ropes and wet/slippery decks. Keep a low centre of gravity whilst moving around the yacht. Be very careful whilst the yacht is underway.
- 1.4. **Engine dangers.** Do not exit yacht into the water whilst the engines are running without Skipper's express permission.
- 1.5. **Life jacket and safety harnesses.**
- 1.6. **First Aid Kit.**
- 1.7. **Life Raft.**
- 1.8. **Rubbish/trash.** Nothing is to be disposed of in the sea. Recycle where possible.

## 2. FIRE

- 2.1. **Fire extinguishers.** Guests to familiarise with location and usage.
- 2.2. **Gas.** Be very careful when cooking using gas on a yacht. Always shut gas off at the main valve when not in use.
- 2.3. **Smoking.** No smoking below decks. Beware of burns and damage to the yacht from cigarettes/cigars.

## 3. BELOW DECK

- 3.1. **Toilets.** Guests to familiarise with use. Nothing must be disposed of inside a toilet aside from human waste. Toilet paper must be disposed of separately in bin/trash bags. A blocked toilet will result in damages being taken from the security deposit.
- 3.2. **Waste holding tanks.** Guests to leave to Skipper to manage.
- 3.3. **Water.** Yachts hold a limited amount of water. Hot water is very limited and should be used sparingly.
- 3.4. **Hatches/Portlights.** Hatches, windows and portlights must be closed and locked when sailing and when you are not on-board the yacht. It is the Guest's responsibility if cabins get wet or items are stolen as a result of a failure to do this. Do not stand on hatches.
- 3.5. **Stowage.** All loose items are to be safely stowed before leaving dock.
- 3.6. **Electricity.** Yachts have limited amounts of electricity stored in their batteries. Guests to familiarise with imitations of battery, energy efficiency, overloading inverters (no hair dryers, irons etc.)

## 4. ABOVE DECK

- 4.1. **Dangers on deck.** Guest to understand dangers on deck whilst the yacht is underway (boom, mainsheet, sheets and ropes under tension, sailing, wind, waves etc.)
- 4.2. **Winches.** Skipper to demonstrate safe usage (if to be used by clients): backs of hands to face winch at all times, easing winch under load etc.

## 5. ANCHOR

- 5.1. Skipper to demonstrate how to use anchor, chain markings and anchoring communications.
- 5.2. Ensure anchor is not stowed into bow roller when stationary (can cause damage).
- 5.3. Stop lowering anchor before chain runs out.

## 6. DINGHY

- 6.1. Guest to understand cost and risk of losing the dinghy (security deposit loss), dangers of operating near swimmers, dangers of overloading, dangers of operating whilst intoxicated.
- 6.2. Client will bear full responsibility of dingy if used without skipper.

## 7. ASSISTANT BRIEFING

- 7.1. **Engine.** Start/Stop procedures and how to control
- 7.2. **VHF.** How to call for help, Ch16 for emergency MAYDAY
- 7.3. **Man overboard.** How to furl head sail and recover MOB into wind under engine. Skipper to explain what to do in event of Skipper falling overboard with reference to <https://www.rya.org.uk/knowledge-advice/cruising-tips/boat-handling-sail/Pages/man-overboard.aspx>
- 7.4. **Navigation.** How to find nearest port of refuge
- 7.5. **Flares.** Location and use including when to use each type

## 8. GUEST WELFARE

- 8.1. **Drugs.** TBL has a zero tolerance drugs policy. Guests may be removed permanently from the yacht, event, banned from the event and all future TBL events and reported to local authorities.

- 8.2. **Alcohol.** It's dangerous to drink whilst sailing; clients do so at their own risk. Alcohol can cause serious dehydration at sea; drink plenty of water. Alcohol increases the chance of seasickness.
  - 8.3. **Yacht kitty.** Skipper to explain the yacht kitty, a communal fund to cover yacht costs such as: marina fees, water/electricity charges, fuel
  - 8.4. **Dehydration and sun protection.** There is an increased risk whilst sailing. Use high factor SPF and drinking lots of water.
  - 8.5. **Music.** Off by 9pm on-board yacht. Music never to be played at high levels where it may upset others nearby
  - 8.6. **Medical conditions.** Make skipper aware of any issues and how to manage them.
9. STAFF WELFARE
- 9.1. Guests to provide skipper (and chef if applicable) with reasonable food and drink at least three times a day at mealtimes.