

## Key points:

These terms and conditions apply in the UK only where you have booked a package or travel arrangement(s) with Day 8 AB (trading as The Yacht Week ('The Yacht Week')) acting as Principal and where we Day 8 Experiences Ltd ('Day 8') are acting as Agent.

For non-UK bookings please refer to our non-UK Agency Booking Terms and Conditions.

You enter into a booking with The Yacht Week when the confirmation invoice is issued. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this.

The Yacht Week can change and cancel your booking and will pay you compensation in certain circumstances.

The Yacht Week is responsible to you for providing your holiday but there are legal limits.

**If a booking is made in the UK with The Yacht Week for a package, we (Day 8) will provide Financial Failure Insurance (consumer financial protection recognised by the UK regulatory authorities) in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 ('PTRs').**

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

## UK AGENCY BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions for UK consumers booking with Day 8 Experiences Ltd (referred to in this document as '**Day 8**', a company registered in the United Kingdom with the number 07387592 whose registered address is at Day 8 Experiences Ltd, Zeeta House, 200 Upper Richmond Road, Putney, London SW15 2SH).

Please ensure you read this document in full before booking. Any references to 'you' are to you, the holidaymaker, who has contracted with the relevant supplier either in your own right or on behalf of others. Any references to 'us' or 'we' are to Day 8. Any references to package will be to the PTRs.

### **THE NATURE OF THESE TERMS**

1. As soon as any payment is made, a contract will automatically arise between you and The Yacht Week (the Principal), giving both parties respective duties and obligations under that contract. These terms and conditions ("Terms") will form the basis of any contract between you and Day 8 for the provision of services as an agent. The Yacht Week will be the package organiser and will be responsible for all obligations under the PTR's, except for financial protection (see clauses 58-62).
2. When making your booking we will arrange for you to enter into a contract with The Yacht Week, as named on your confirmation invoice(s). As agent we accept no responsibility for the acts or omissions of The Yacht Week, or for the package or travel arrangements provided by them. The Yacht Week's terms and conditions will apply to your booking, and we advise you to read these carefully as they do contain important information about your booking. The Yacht Week's terms and conditions can be found below:

### [The Yacht Week T&C's](#)

3. Day 8 reserves the right to make reasonable changes to these Terms at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take immediate effect.

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4. If you are in any doubt which terms and conditions apply or cannot find The Yacht Week's terms and conditions, please ask us for copies and we will send them to you. In the event of any conflict between these Terms and The Yacht Week's terms and conditions, these Terms will prevail.
5. All travel arrangements which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to The Yacht Week. We are free to accept that offer on behalf of the Yacht Week or to reject it.
6. By using our services as agent and making a booking for a package or travel arrangement, the first named person on the booking (the 'lead name') agrees on behalf of all persons detailed on the booking that he/she:
  - a. has read these Terms and has the authority to and does agree to be bound by them;
  - b. accepts that the contract for the provision of travel services is with The Yacht Week and has read and accepted The Yacht Week's terms and conditions;
  - c. consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking 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);
  - d. is 20 years of age or over and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
  - e. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking and is authorised to use the credit or debit card that is used to pay for the booking;
  - f. has provided information that is true and accurate;
  - g. will only make legitimate reservations. False and/or fraudulent reservations are strictly prohibited.

## **BOOKING**

7. The lead name is responsible for ensuring the accuracy of the personal details and any other information supplied to us in respect of yourself and all other members of your booking party and for passing any information regarding the booking or any changes made in relation to the booking to all members of the booking party including, but not limited to, information on schedule changes or copies of booking confirmations.
8. It is important to check the details on the confirmation invoice to ensure that all elements of your booking are correct and as requested. Please check that all names, dates and timings are correct on receipt of all documents. Please ensure that the names given are the same as in the relevant passport.
9. Save as expressly set out in these Terms, only the necessary booking information that you provide to us will be passed on to The Yacht Week (the principal of your package or travel arrangements) or other persons necessary for the provision of your package or travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. Please be aware that if you travel outside your country of residence, controls and legal requirements on data protection may not be as strong as in your country of residence. If we cannot pass this information to The Yacht Week and subsequently to their suppliers, The Yacht Week will be unable to provide your

booking. Please review The Yacht Week's privacy policy. In the event of any discrepancy in the details contained on any confirmation documentation please contact us immediately at [info@day8.com](mailto:info@day8.com) so that we can liaise with The Yacht Week as it may not be possible to make changes at a later date and/or you may have to pay amendment or cancellation fees. We will assist you with resolving any issues with your booking, but we cannot guarantee or be responsible for any issues with your booking being resolved to your satisfaction where an error has been made by you during the booking process.

## PRICE

10. You will be advised of The Yacht Week's price before your booking is confirmed.
11. All prices quoted include sales taxes of the relevant country. Any additional local taxes or charges which may be payable locally during your trip are not included.
12. We will do our best to ensure that all the information and prices that we advise you of or publish are accurate, however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. We rely on the prices and information that the Yacht Week provides to us. Please check the current price and all other details relating to the package or travel arrangement that you wish to book before your booking is placed. We reserve the right, on behalf of the Yacht Week to amend any advertised prices and to correct errors in pending bookings and any obvious errors or mistakes in prices of confirmed bookings.
13. It is now commonplace for local accommodation or city taxes to be charged which can only be paid locally and not at the point of booking. We accept no responsibility on behalf of The Yacht Week for the payment of any resort fees or city taxes. Please make your own enquiries as to whether these are payable.

## PAYMENT

14. The lead name acts on behalf of all other persons on the booking and is responsible for all payments in respect of the booking.
15. By confirming you would like to proceed with your booking you are confirming your purchase of the product from The Yacht Week. Your booking for the package or travel arrangement is subject to these Terms and The Yacht Week's terms and conditions. All reservations are only confirmed when you receive the confirmation invoice from us.
16. When you make your booking, a deposit may be payable, the amount of the deposit will be dependent on the package or travel arrangement that you are booking. You will be advised of the deposit requirements during the booking process and if a deposit is to be taken, and when the final balance is due. In the case of some packages and travel arrangements and depending on the time the booking is made prior to departure, the full balance may be due immediately. You will also be advised of this during the booking process.
17. If the deposit and/or balance is not paid in time, we reserve the right, on behalf of The Yacht Week, to cancel your booking and charge any of The Yacht Week's cancellation charges in accordance with their terms and conditions.
18. On some occasions, any payment may be non-refundable, and the booking unchangeable. You will be advised if this is the case.
19. Unless otherwise stated, prices include all government levies as at the date of publication but not the fees set out in paragraph 13. Dates, itineraries and prices are indicative only. Prices are valid for travel for the date ranges shown. Payments are taken in the currency advised before booking.

20. We will accept payment from you in accordance with the payment methods advised before booking.

## **SPECIAL REQUESTS/MEDICAL ISSUES**

21. If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to The Yacht Week but we cannot guarantee that any requests will be met.
22. The fact that a special request has been noted on any documentation or that it has been passed on to The Yacht Week is not confirmation that the request will be met.
23. If you or any member of your party has any medical issues or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to obtain advice from The Yacht Week as to the suitability of your chosen package or travel arrangement. The Yacht Week may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen package or travel arrangement.
24. Acting reasonably, if The Yacht Week is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on The Yacht Week's behalf. If you did not give us full details at the time of booking, we will inform The Yacht Week once we are aware but if they are unable to accommodate the needs of the person(s) concerned they may cancel and impose cancellation charges.

## **IF YOU CHANGE OR CANCEL YOUR BOOKING**

25. Any cancellation or amendment request must be made to us by emailing us at [info@day8.com](mailto:info@day8.com) by the lead name on the booking. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, most cancellations or amendments are outside of our control. We cannot guarantee that The Yacht Week will meet such requests. The Yacht Week will charge the cancellation or amendment charges shown in their terms and conditions (which may be as much as 100% of the cost of the package or travel arrangement and will normally increase closer to the date of departure). We will notify you of the exact charges at the time of amendment or cancellation.
26. **Please note: some packages or travel arrangements may not be changeable after a booking has been made. You will be advised of any non-refundable charges prior to confirming your booking.**
27. We recommend that in the event of any cancellation you contact your insurance company as you may be able to reclaim the loss depending on the reason for the cancellation and the policy you have taken.

## **CHANGES AND CANCELLATIONS BY THE YACHT WEEK**

28. We will inform you as soon as reasonably possible if The Yacht Week needs to make a significant change to or cancel your confirmed package or travel arrangement or to cancel it. We will also liaise between you and The Yacht Week in relation to any alternative travel arrangements offered by them, but we will have no further liability to you.
29. We reserve the right, on behalf of The Yacht Week, to make changes, cancel or substitute the package or travel arrangement if they need to make any change(s), cancellations, or substitutions. As we are acting as an agent on The Yacht Week's behalf, we will not be responsible for any costs associated with any changes cancellations or substitutions made.
30. Where any refunds are due (i.e. you have booked a package or travel arrangement that is refundable and you have requested a refund), then refunds will be made by the same method used

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to pay for the booking. Any payment made by credit card or debit card will be returned to that card and will not be refunded to any other card.

## PASSPORTS, VISAS AND HEALTH

31. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure. Requirements can change at any time and so we encourage you to ensure you check the up-to-date position with your local passport office, the relevant embassy, consulate, doctor, with the supplier in advance of departure and the relevant government's website (e.g. for UK bookings, FCDO's website (<https://www.gov.uk/foreign-travel-advice>)).
32. Day 8 cannot help you to obtain the correct passports, visas, or other documentation that you might need.
33. You must ensure that you have up to date information in relation to any relevant countries' health and vaccination requirements which you must review prior to booking and your trip as requirements can change. For UK customers information can be found at <https://travelhealthpro.org.uk>
34. All travel and/or transport booked separately is at your own cost and risk (unless transport is expressly included within the relevant package or travel arrangement).

## TRAVEL INSURANCE

35. Day 8 does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers adventurous activities such as sailing. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities in which you are going to be participating. We strongly recommend your insurance covers cancellation, personal liability, loss of personal property and travel disruption in the event of travel restrictions. It is a condition of your booking that you have a suitable travel insurance policy in place. Day 8 accepts no liability to those who travel without travel insurance in breach of this paragraph. You also agree to indemnify us against all third-party claims, actions or other remedies which may be brought or sought against us in our capacity as agent in respect of your participation in the holiday.
36. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, self-isolation or quarantine you are responsible for meeting the requirements of your insurer in support of any insurance claim. Neither we nor The Yacht Week are under any obligation to make any refund in respect of any absence from the trip.

## YOUR BEHAVIOUR/RESPONSIBILITIES

37. If, in our reasonable opinion or the reasonable opinion of The Yacht Week of any part of the services to which your booking relates, your behaviour poses a danger to you or those around you; or causes or is likely to cause damage to people, the property of The Yacht Week or the property of third parties or breaches any local law; is abusive or threatening in any way; causes or is likely to cause a public nuisance; or you do not follow the instructions or orders of The Yacht Week, The Yacht Week will have the right to immediately cancel your booking without paying you any refund whatsoever.
38. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. By purchasing any such activities, you accept that your purchase is solely and fully at your own risk and that you are responsible for your own actions. On accepting these Terms you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
39. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we will do everything possible to assist you to locate the lost property with The Yacht Week we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email with any inquiries relating to lost property. In the event that

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we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of £25 plus any associated fees of The Yacht Week which will be notified to you prior to making any return arrangements. We reserve the right to increase the administration charge to assist you with the return of lost property for bulky items that may incur special dispatch costs by The Yacht Week. It is your personal responsibility to look after your belongings and arrange suitable travel insurance that includes cover for your belongings.

## OUR RESPONSIBILITY

40. We act as a disclosed agent for The Yacht Week, the contract principal of your package or travel arrangement. Your rights in relation to the package or travel arrangement are as set out in the Yacht Week's terms and conditions.
41. As agent, our responsibilities are limited to making your booking in accordance with your instructions. We cannot and do not accept any liability whatsoever for any improper performance of the service supplied by The Yacht Week including but not limited to the package or travel arrangement itself, for any information concerning the package or travel arrangement which we pass on to you in good faith, for the performance of your contract by The Yacht Week or for the acts or omissions of The Yacht Week, its employees, agents or suppliers or any other person or party in any way connected with the package or travel arrangement.
42. The Yacht Week will be responsible for ensuring reasonable care and skill is used in performing their contractual obligations to you according to the laws and regulations of the country where your holiday takes place.
43. The Yacht Week follows local and national regulations and laws of the country in which they operate. You agree that the overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).
44. In order to try and assist you, we will act as an intermediary between you and The Yacht Week when you have any questions, changes or issues but you accept that we cannot guarantee, be responsible for or be liable for the package or travel arrangement that you have booked with The Yacht Week.
45. You must inform us and/or The Yacht Week without undue delay of any failure to perform or improper performance of the travel services included in your booking. If you have booked a package and any of the travel services included in the package are not performed in accordance with The Yacht Week's terms and conditions, or are improperly performed, by us or The Yacht Week, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. Please refer to The Yacht Week's terms and conditions for full details.
46. You will not be entitled to any compensation where any failure to perform or improper performance of the travel services is due to:
- a) you or another member of your party; or
  - b) the acts or omissions of a third party unconnected with the provision of the travel services in the package which are unforeseeable or unavoidable; or
  - c) unavoidable and extraordinary circumstances (as defined below).

In these Terms, Unavoidable and Extraordinary Circumstances (also known as Force Majeure) means a situation which is beyond our or The Yacht Week's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include but are not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, any relevant government advisory against travel to a particular destination and any other government restrictions on travel.

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Except where otherwise stated in these Terms, neither we nor The Yacht Week have liability including for compensation, costs and expenses in such situations.

Our liability is, in all cases save for death or personal injury, limited to three times the cost of the holiday booked (or the appropriate proportion of this if not everyone on the booking is affected).  
Our liability will also be limited in accordance with and/or in an identical manner to:

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

Any sum received by you from The Yacht Week or other suppliers will be deducted from any sum paid to you as compensation by us.

47. We accept no liability for:

- a) you and/or any member of your booking being refused entry into any country due to failure to hold the correct passport, visa or any other travel documentation that is required by any country, authority or airline;
- b) any errors, inaccuracies and/or omissions, prices or other information provided by the suppliers; and
- c) any system (which includes our website and mobile platform) failure of any kind.

48. In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking of a package or travel arrangement. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment, for fraud or fraudulent misrepresentation and any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

49. Other than as is detailed in these Terms, 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 or travel arrangements.

## EXCURSIONS

50. Excursions or other activities that you may choose to book or pay for whilst you are on holiday may not form part of your booking unless advised at the time of booking that they do. For any excursion or other activity that you book separately or during your holiday, your contract will be with the operator or supplier of the relevant excursion or activity concerned.

## COMPLAINTS

51. Day 8 maintains the highest standards in choosing its supplier, The Yacht Week. If you are unhappy with the performance of any element of a booking made through Day 8, you must address your complaints to a member of Day 8's staff as well as the Yacht Week at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.

52. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days at Day 8, Zeeta House, 200 Upper Richmond Road, London, SW15 2SH.

## DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

53. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. Day 8 cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday and neither we nor The Yacht Week will compensate you in these circumstances. If you need support or advice prior to booking, please contact us to discuss your requirements.
54. If you have a medical condition, mobility problem or a disability which may affect your holiday, we or The Yacht Week 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 in order for us to notify The Yacht Week.

## DATA PROTECTION

55. Day 8 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. Day 8 may disclose your information to The Yacht Week for these purposes. You have a right to request a copy of the personal data Day 8 holds about you, and to correct any inaccuracies in your information.
56. Day 8 maintains a full privacy policy which you will be made aware of before or at the time of booking. By booking through Day 8 you agree to the terms of that Privacy Policy.

## ENFORCEMENT

57. No failure or delay by Day 8 in enforcing these terms shall prevent Day 8 enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

## FINANCIAL PROTECTION

58. In the UK, in accordance with the PTRs the supplier of your package (i.e. The Yacht Week) is responsible for the performance of the services and ensuring that it has the correct financial protection in place to protect your money in the case of its insolvency. However, as The Yacht Week is a company **based outside the UK, Day 8 will provide Financial Failure Insurance on behalf of The Yacht Week** in compliance with the PTRs. For this purpose, Day 8 will provide the requisite financial protection on behalf of The Yacht Week with a Financial Failure Insurance policy as indicated below. The policy will also include repatriation where your holiday package includes return transport, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of The Yacht Week.
59. The Financial Failure Insurance has been arranged by AVS (Atlas Voyage Secure) Financial Conduct Authority reference no: 308488 and underwritten by Evolution Insurance Company Limited. Registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
60. In the unlikely event of The Yacht Week's insolvency, you must Inform Evolution of your claim submitting in writing to: Evolution Insurance Solutions Ltd, 53A High Street, Saffron Walden, Essex CB10 1AA or via email to [claims@evo-insurance.com](mailto:claims@evo-insurance.com). Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value.
61. 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.



62. For the avoidance of doubt, The Yacht Week as the supplier of the services remains responsible for the performance of the package or travel arrangements at all times and your contract remains with them irrespective of whether Day 8 provide the financial protection for your package. This Financial Failure Insurance does not provide any protection in the unlikely event of Day 8's insolvency.

## **SEVERABILITY**

63. If any provision or part of a provision, of these Terms 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 Terms and the remainder of these Terms will apply as if the offending provision or part-provision had never been agreed.

## **ASSIGNMENT**

64. You may not transfer or assign any of your rights or obligations under these Terms without Day 8's prior written consent.

## **JURISDICTION**

65. Your contract with Day 8 shall be governed by the law of England and Wales to the extent applicable. The courts of England and Wales shall have 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).

## **COVID-19**

66. The Yacht Week maintains a strict COVID-19 Policy for the protection of guests, staff and the public. The following terms apply to your booking regarding COVID19.

- a) All guests will be required to demonstrate their vaccination or testing status on arrival at check-in. The requirements for attendance will be updated regularly on The Yacht Week's COVID Policy page and communicated to guests in advance by email.
- b) Guests who are found to have false COVID-19 documents at check-in or online will not be permitted to join the event and will not be eligible for a refund.
- c) Guests may be required to undergo rapid lateral flow testing at the check-in as an extra precaution. This will be conducted at no additional cost to you.
- d) Guests who test positive at check-in or during the event with a rapid flow COVID test will be offered the opportunity to take a PCR test. This will be at your own expense, The Yacht Week or its supplier will recommend a suitable testing centre. While awaiting results of the PCR test the guests will be expected to self-isolate and not attend any of the supplier events. If the PCR test is negative, you will be able to re-join the events.
- e) Guests who chose not to take a PCR test after testing positive on a lateral flow test will not be permitted to re-join any events and will not be eligible for a refund.
- f) If you test positive during an event you will no longer be permitted to attend the events and will be required to self-isolate as per the rules of the destination country. This will be a minimum of 10 days and will be at the guest expense. You will no longer be able to stay on your yacht and you will not be eligible for a refund or credit for lost days on the event.