Key points:

You enter into a booking with us when we issue our confirmation invoice. 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. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your booking but there are legal limits.

PLEASE NOTE: Financial protection for packages is only applicable to bookings made in the EEA and the UK. This does not apply to any bookings which are made outside the EEA and the UK.

In respect of package bookings made in the European Economic Area (EEA) ONLY: we provide financial protection for your money in the unlikely event of our insolvency.

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

PACKAGE BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of Day 8 AB (referred to in this document as and trading as '**Yacht Week**'), a company registered in Sweden with the number 556765-8769 whose registered address is at Beckholmsvägen 4, 115 21, Stockholm, Sweden.

Please ensure you read this document in full before booking. Any references to 'you' are to you, the holidaymaker, who has contracted with Yacht Week either in your own right or on behalf of others. Any references to 'us' and 'we' are to Yacht Week.

Any reference to 'package' in these Terms for bookings made in the EEA shall having the meaning as defined in the Swedish Package Travel Act (Sw. *Paketreselagen (2018:1217)*) ('Package Travel Act') or for bookings made in the UK to the Package Travel and Linked Travel Arrangements Regulations 2018 ('PTRs').

THE NATURE OF THESE TERMS

1. As soon as any payment is made, a contract will automatically arise between you and Yacht Week, 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 Yacht Week.

2. Yacht Week 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 effect when the updated terms and conditions are uploaded to the 'Yacht Week' website.

BOOKING PROCEDURE

3. To make a booking, the individual nominated to be the main point of contact between Yacht Week and the Crew or, as the case may be, the occupants of a cabin ('the **Lead Booker**') by the group of guests that constitute the members of that individual's crew or the occupants of a cabin ('**the Crew**') or the individual making a booking on their own behalf should submit the booking using Yacht Week website.

4. Prior to confirming the booking, the Lead Booker will be provided with details of all the facilities and costs included as part of the trip.

5. On submitting the booking, the Crew (including the Lead Booker) agree that:

    a. Yacht Week will contact you as soon as possible to confirm your booking, the total price due under the contract, and details of how to access additional information such as the date when your deposit will be due and the details of the payment plan. The confirmation will (subject to our Terms) occur within 5 working days of your booking request;

    b. Yacht Week reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking should the yacht selected under that booking be unavailable for any reason whatsoever. **Please note paragraph 5(c) as regards the consequences of cancellation under this paragraph 5(b);** and

    c. Yacht Week is not liable to reimburse the Lead Booker or the Crew for any transport costs (including airline costs) incurred by the Lead Booker or the Crew within the period of 5 working days from the time the Lead Booker completes the booking on Yacht Week website where the booking is cancelled under paragraph 5(b). Therefore, the Lead Booker and the Crew are strongly advised to make any necessary transport arrangements only following the expiration of 5 working days from the time of receipt of confirmation of the booking from Yacht Week.

6. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via Yacht Week website he/she has the authority to act on behalf of the Crew and that each member of the Crew has read and agreed to all relevant terms and conditions. This is a condition of making a booking with Yacht Week.

7. Unless otherwise agreed in writing by Yacht Week, the Lead Booker must be a guest on the yacht he or she has booked. All guests, including the Lead Booker, must be at least 20 years of age.

8. Yacht Week does not accept liability for the costs associated with any errors in your confirmation email that are not due to Yacht Week and are not brought to our attention within 5 working days of the date of that confirmation email. Yacht Week reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and to notify you of any corrections made.

9. For packages booked in the **EEA or the UK**, your contract will be with us and we will accept responsibility for this booking as a Package Organiser in accordance with the Package Travel Act, or the PTRs, as applicable.

10. **For the EEA:** It is our duty where we are the Package Organiser, in accordance with paragraph 9 above, to ensure that you have been provided with all details set out in chapter 2, section 1 of the Package Travel Act before the booking is made. If you have not been given sufficient information please let us know immediately. You should also be provided with all the following information as set out in chapter 2, section 1 which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately. More information on key rights under the Package Travel Act can be found at the end of these Terms.

11. **For the UK:** It is our duty as the Package Organiser to ensure that you have been provided with all details set out here https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/1 before the booking is made. If you have not been given sufficient information please let us know immediately.

12. In addition to paragraph 11 above, you should also be provided with all the following information as set out here https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/5 which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately. More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2

BOOKING PROCEDURE - CABIN BOOKINGS

13. When making a cabin booking you accept that allocation of cabin space is at Yacht Week's discretion. Although Yacht Week shall use its reasonable endeavours to find the best 'fit' for you, Yacht Week cannot always guarantee compatibility of the guests in each cabin or each yacht. Where guests are not compatible, Yacht Week will not move a guest to a different yacht or crew.

    Cabin guest ratio is not guaranteed under any circumstances.

    Furthermore, when booking separately - a maximum of two cabins of friends can be allocated to the same yacht. If wishing to book 3 or more cabins together, the guests will need to book a full yacht.

    a. **Shared Cabin Booking Policy for Solo Travelers**: When a solo traveler opts to book a single spot within a shared cabin, they are entering into an agreement with Yacht Week, acknowledging and accepting a specific arrangement regarding sleeping accommodations as follows below.

        Acknowledgement and Agreement

        Matching Policy: The solo traveler understands and agrees that Yacht Week will take responsibility for matching them with one other traveler of the **same sex** to share the cabin.

        Sleeping Arrangement: The traveler explicitly accepts the condition that they will be sharing the **double bed** provided within the cabin with the assigned same-sex cabin mate for the duration of the trip. This arrangement is fundamental to the shared cabin booking model for solo participants.

CHECKING-IN

14. All guests are required to check in online, anyone who fails to do so before the departure day, may be required to complete a lengthier check-in process.

15. Online check-in for yacht bookings will be available 8 weeks before your scheduled event date. Online check-in for cabin will be available 2 weeks before your scheduled event date

16. Upon arrival at your base marina, you will be required to produce the proof of identification.

17. Yacht Week operates a strict age policy, as per paragraph 7. As such, Yacht Week reserves the right to reject you or anyone on your booking at check-in should it be discovered you are in fact in violation of our age policy. In such circumstances you will not be refunded any sums paid, nor will Yacht Week assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.

18. The Booking Ratio can be changed by the lead booker at any time up until 2 weeks before departure. There is a possibility that Yacht Week staff may be able to make manual changes to your booking in order to alter the Booking Ratio, but these changes cannot be guaranteed. Should any change be made, an administration fee will be chargeable in accordance with paragraph 19. Yacht Week accepts no liability if you make a mistake when entering the Booking Ratio.

19. In the event that upon arrival at any Yacht Week check-in venue you attempt and/or wish to add additional crew to the crew list you provided in your booking Yacht Week reserves the right to apply a EUR(€) 200 administration fee on-site to adjust the crew list. The EUR(€) 200 administration fee shall apply to each and every guest which requires adjustment in accordance with paragraph 18.

PRICING

20. Yacht Week reserves the right to change the price of your booking before your booking is confirmed and is not responsible for fluctuations in currency.

21. Any such changes will be communicated to you. Yacht Week reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.

22. Prices do not include the associated food costs for any skipper or host contained in the booking, and Crews are obliged to provide at least three meals a day for their skipper and host at reasonable meal times.

23. The default invoice payment currency is in EUR(€) but you may be able to pay in alternative currencies specified as being available and accepted by Yacht Week on our website from time to time. See paragraph 26 also.

24. Yacht Week can change the price of any package after you've booked, only in certain circumstances:
    a. If there are changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or embarkation or disembarkation fees at ports, or exchange rates. However, there will be no change within the period of 20 days preceding your departure.

    b. We will absorb, and you will not be charged for, any increase up to any amount equal to 2% of the price of your travel arrangements (other than costs associated with insurance premiums and any amendment charges). You will only be charged for any amount over that 2%. If this results in an increase equal to more than 8% of the price of your travel arrangements, you will have the option of:

        i. changing to another holiday if we are able to offer one (in which case we will refund any price difference if the alternative is of a lower value); or
        ii. cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

    This does not include fluctuations in currency. Should the price of your package go down due to the cost changes mentioned above, then an amount equal to the reduction will be paid to you. We will deduct from this amount our reasonable administrative expenses. Please note that travel arrangements are not always purchased in local currency.

PAYMENTS

25. You will pay Yacht Week the sum specified in the confirmation invoice.

26. The default invoice payment currency is in EUR(€). If you choose to pay with GBP(£), CAD($), or USD($) (or any other currency) the price listed in those currencies may change depending on fluctuations in exchange rates including the internal exchange rate which Yacht Week may apply in any future payment transactions.

    For this reason, you are advised to pay in EUR(€) as per your invoice if you do not wish to be subject to cost variations as a result of fluctuations in exchange rates, including the internal exchange rate which Yacht Week may apply in any future payment transactions.

27. The payment instalment plan will vary depending on the event week and the destination you have booked. You will be advised of the specific payment plan for your booking prior to the issue of the confirmation invoice.

    For the majority of events the payment instalment plan shall be as follows:

    a. 10% of the total cost of the booking must be paid immediately upon booking. This will be a non-refundable deposit, except where we cancel your booking, or where we make a

significant change to it and you choose to cancel as a result, in which case your deposit will be refunded in accordance with these Terms;

b. 40% of the total cost of the booking must be paid no later than 30 days after the date on which the booking is made;

c. 100% of the total cost of the booking must be paid no later than 90 days before the event begins (check your booking to see the exact date).

d. For bookings made 90 days or fewer before the event begins, 100% of the total cost of the booking must be paid upon booking.

e. For bookings made with the automated recurring payment plan, the revised payment schedule will be presented before acceptance and will be based on the amount remaining to be paid and the number of months pre departure. If this option is selected the cardholder agrees that future payments can be debited from that method of payment on a recurring basis until the balance has been paid. If this recurring schedule is broken for any reason Yacht Week will look to ensure that balances are paid at least in accordance with (a) – (d) in this paragraph.

28. Payment terms may differ from the payment instalment plan within paragraph 27 in accordance with special booking terms. Please check your booking for the correct payment terms specific to your booking as the payment terms of your booking will prevail over these Terms. For the avoidance of doubt, Yacht Week guarantees that where your payment terms differ from these terms, your payment terms will never be less favourable to those in these Terms.

    For the early bird promotional booking period payment terms slightly differ: a non-refundable deposit of €100 per yacht or cabin is required to initiate a reservation. Guests then have seven (7) calendar days from the date of deposit to pay at least ten percent (10%) of the total booking amount in order to secure their reservation. Any guest may cancel their booking within twenty-four (24) hours of payment for a full refund. Any guest cancelling between twenty-four (24) hours and thirty (30) days after booking will incur a ten (10) percent cancellation fee as a percentage of the total booking fee. Following thirty (30) days after booking, payment dates/cancellation fees follow the standard deadlines as above.

29. If you fail to pay an instalment by a payment due date Yacht Week reserves the right to cancel the booking and you will not be entitled to a refund of any sums paid.

30. It is your responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by Yacht Week without a refund. If you are likely to be unable to make a payment on time you must contact Yacht Week as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, Yacht Week will communicate this to you in writing.

31. If the first payment under paragraph 27 or paragraph 28 is not made on time, the booking will be automatically cancelled.

32. If payments are not made from an account/card in the name of the Lead Booker, Yacht Week reserves the right to request authorisation from the account holder.

ADVANCED PROVISIONING ALLOWANCE (KITTY)

33. A shared kitty is collected onboard at the beginning of the week to cover necessary yacht-related expenses such as fuel, marina and port fees, water, and water taxis for scheduled events organized by Yacht Week. The suggested amount for each yacht type and route varies and can be found under Additional Costs on our website, where an online calculator is available to estimate the per-person contribution and view a full cost breakdown.

    Any leftover amount at the end of the week will be returned to the guests by the skipper.

For cabin bookings, each yacht typically hosts between 6 and 8 guests, and the per-person kitty contribution will depend on the final number of guests onboard.

CANCELLATION AND VARIATION POLICIES

Variation by Yacht Week

34. As Yacht Week's booking information is prepared well in advance, some minor aspects of your booking (e.g. change of skipper, change of DJ or minor itinerary amendments due to weather or local restrictions) may have to change closer to the time of your holiday in order to make the booking work and we reserve the right to do so.

35. If major changes (e.g. significant change of dates or significant change of accommodation) to your package booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able (except where we are subject to unavoidable and extraordinary circumstances) to either:

    a. cancel the booking with a refund of all sums you have paid;

    b. choose to accept the changes; or,

    c. make an entirely new booking.

    You must inform Yacht Week of your decision within three working days of being informed of the changes made to your booking. If you do not inform Yacht Week, we shall be entitled to cancel your booking and issue a full refund. Where we are subject to unavoidable and extraordinary circumstances, (being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, pandemic, epidemic fire, natural disaster, industrial actions, war, riots, and natural disasters), your rights under these Terms may be different as we will follow any applicable guidance which may allow us to postpone refunds, to offer credit notes and, in some circumstances, to withhold refunds.

36. There is a possibility that the yacht you select when booking may not be available. Should this be the case, Yacht Week shall notify you as soon as possible. Yacht Week reserves the right to either cancel your booking in accordance with paragraph 5(b) and/or 35 or offer you a replacement yacht. The following shall apply to a replacement yacht:

    a. If Yacht Week offers a more expensive replacement, which contains the same capacity as the yacht you chose on booking, this shall be considered an upgrade.

    b. If you are upgraded, Yacht Week reserves the right to downgrade you to a yacht of the same quality as that which you originally booked if the upgrade offer becomes unavailable. Should this happen, Yacht Week guarantees that you will receive the same (or better) quality and type of yacht that you originally booked.

37. In the event a refund is paid to you for a package holiday, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in paragraph 35), which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us (€)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-8 days	30

Between 7-1 day	40
Less than 1 day	50

This does not affect your statutory remedies and does not exclude you from claiming more from Yacht Week if you are entitled to do so.

Cancellation by Yacht Week

38. Yacht Week reserves the absolute right to cancel your booking. For any packages booked, we will not cancel less than 90 days before your departure/start date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead has not been reached. If Yacht Week cancels your booking under this paragraph you will be (except where we are subject to unavoidable and extraordinary circumstances) entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept Yacht Week's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement. Where we are subject to unavoidable and extraordinary circumstances (as defined in paragraph 35), your rights may change as we will follow any applicable guidance of any regulatory body or trade membership which may allow us to postpone refunds, in some circumstances, to withhold refunds and issue a Credit Note with an end date at which time a full refund can be issued.

39. The minimum number required as per paragraph 38 above will be provided to you with the package description, along with the time limit for us to tell you if the package has to be cancelled.

40. In the event a refund is paid to you for a package, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in paragraph 35):

Period before departure in which we notify you	**Amount you will receive from us (€)**
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-8 days	30
Between 7-1 day	40
Less than 1 day	50

This does not affect your statutory remedies and does not exclude you from claiming more from Yacht Week if you are entitled to do so.

41. Yacht Week reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances (as defined in paragraph 35). In such circumstances no compensation will be payable to you and you may be entitled to a refund of all monies paid depending upon any applicable guidance of any regulatory body or trade membership which may allow us to postpone refunds, to offer refund credit notes and, in some circumstances, to withhold refunds.

42. In the event the Ultra festival or any other ticketed festival event which is a part of your booking, is cancelled or postponed, Yacht Week reserves the right to run an adjusted itinerary and only the amount that you paid for the tickets (as applicable) tickets will be refunded.

43. Any refund payable by Yacht Week can only be made to the credit or debit bank card from which the payment was made in the first instance.

Cancellation by You

44. If you decide to cancel your booking;
    a. you must inform Yacht Week in writing as soon as possible. Your booking will not be cancelled until Yacht Week receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during Yacht Week's normal

office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received;

b. By making payment towards a booking but not as the Lead Booker, you accept that any sums paid towards the booking will not be refunded by Yacht Week in the event you cancel.

45. Cancellation terms will vary depending on the payment plan selected at the time of booking.
    a. For bookings made using the Payment Plan (including full payment) the following minimum ***cancellation charges, represented as a percentage of the total booking cost***, shall apply:
        i. Within 24 hours of booking - 0%. This applies in every case, including where the booking is made 90 days or fewer before the event
        ii. More than 24 hours after booking, within 30 days of booking, and more than 90 days before the event - 10% of the total booking cost
        iii. More than 30 days after booking and more than 90 days before the event - 40% of the total booking cost
        iv. 90 days or fewer before the event - 100% of the total booking cost
    b. For bookings made using Automated Payments (in accordance with paragraph 27 (e) will initiate cancellation fees equivalent to the owed amount, following the specified schedule. It is important to note that guests adhering to the automated payments schedule will not be eligible for any refunds in case of cancellation.
    c. Note that if your payment plan changes (by your request), the cancellation terms of the original payment plan selected will apply.

46. The cancellation charges for bookings with a different payment structure to that detailed in paragraph 27 (check your booking to see the payment instalment plan relevant to your booking), shall differ from the cancellation charges listed in paragraph 45 and the cancellation charges shall reflect your enhanced payment terms. For the avoidance of doubt and by way of clarity, where you cancel a booking and have made payments in line with the payment terms listed on your booking, Yacht Week shall retain all sums paid up until cancellation.

47. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by Yacht Week. Yacht Week may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. Yacht Week will take reasonable steps to ensure that all costs and losses are kept to a minimum.

Covid-19

48. If you are unable to attend any event or your package holiday due to Covid-19, including but not limited to contracting Covid-19, or any other illness that prevents travels, a requirement to isolate either at home or abroad, failing any tests or checks or failure to have the correct vaccinations and/or within the correct timeframes or documentation or any other proof or measures imposed by any supplier of services, port or border control or any other government body or local authority you will not be eligible for a refund and will be required to pay any cancellation charges as necessary. Your travel insurance may cover some of these costs for you – please check the policy wording. Refer also to paragraph 78 - 80.

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

Variation by You

50. If you would like to change any aspect of your booking, the Lead Booker must inform Yacht Week as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request. For the avoidance of doubt:

    a. skippers cannot under any circumstances be removed and are mandatory;

    b. where you cancel a host once your invoice is paid in full, no refund will be payable to you; and

c. Festival wristbands/tickets are not refundable under any circumstances.

51. Please note that Yacht Week may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at Yacht Week's discretion.

52. In the event you wish to make changes to the cabin type, destination or date of a booking, changes will be made entirely at the discretion of Yacht Week and we reserve the right to charge an administration fee of €500 for each change.

53. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with paragraph 45.

Adding a Host

54. Adding a host after the final payment date will incur additional charges in line with the cost incurred by Yacht Week. These charges will vary depending upon destination and supply.

Change of Guest

55. If the Lead Booker or any member of your Crew no longer wishes to participate in the charter or benefit from the services booked, you may transfer the booking to another person who satisfies all the conditions applicable to it. You must tell us in writing at least 7 days before the start of your trip. You and the person taking your place are jointly and severally liable for any balance outstanding on the booking and for any additional costs arising from the transfer.

56. In the event that paragraph 55 applies, we will tell you the additional costs arising from the transfer before it is made, and will provide evidence of them if you ask. These typically include an administration charge of up to EUR(€) 200 together with any charges imposed by the yacht charter company or other suppliers.

57. By requesting a change of guest pursuant to these Terms, the Lead Booker confirms that the new guest has read and agreed to these Terms.

REQUESTING A SKIPPER AND/OR HOST

58. Where you have previously travelled with Yacht Week, you may ask us to consider assigning a skipper and/or host you have sailed with before. Such a request is not an instruction. It is an optional service we try to offer where we can. It does not form part of your package, it is not included in the price, and it is not guaranteed. Requests may only be made on full yacht bookings, by the lead booker through their booking profile, and where the booking is made 180 days or more before the departure date. Requests cannot be made on cabin bookings under any circumstances.

    The request window opens when you make your booking and closes at the earlier of 7 days after the booking is made, and the time at which we assign a skipper and/or host to your yacht. We may assign crew at any time. Once crew has been assigned to your yacht that assignment is final, so a request made after assignment cannot be considered even if it falls within the 7 day window.

    Our skippers and hosts are independent contractors who plan their season in advance, and we normally agree assignments with them between nine and six months before an event. For bookings made less than 180 days before departure we assign crew as soon as possible after the booking, working from those available at that time. At that stage our priority is allocating work across the team we have already committed to, and we cannot accept requests, because doing so would affect crew planning and the leadership structure of the fleet.

    We consider every request made in time, and the further in advance a request is made the more likely we are to be able to accommodate it. Even so, we may be unable to do so. Reasons include, but are not limited to, the person not being available for the dates requested, not holding the right to work in the destination, not being qualified or experienced for the class of yacht booked, being assigned elsewhere, or not being eligible for assignment to that event. We may decline a request at our discretion and are not required to give a reason. Declining a request does not entitle you to

cancel, to a refund, to compensation or to a price reduction, and does not affect any other part of your booking.

YACHT SPECIFICATIONS

59. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on Yacht Week website. They are correct at the time of posting but Yacht Week cannot guarantee that the yacht will meet the exact details described on the website.

60. If the Classic Monohull, Premium Monohull, Classic Catamaran or Premium Catamaran option has been selected, the yacht will be allocated to you 14 days prior to your departure date. This allocation will include the yacht with all its specifications as well as the marina from which you will depart and the refundable damage deposit due. The yacht you are allocated is not guaranteed and may be subject to change.

61. Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering and are based on official images provided by the yacht manufacturers. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. Yacht Week cannot guarantee that your yacht will be the same as the one shown in the picture on our website. However, Yacht Week takes misrepresentation very seriously. If you believe that a picture on Yacht Week website is misleading, please inform Yacht Week as soon as possible so that steps can be taken to address the situation.

YACHT DEPOSIT

62. For yacht bookings, upon arrival the yacht charter company will require a security deposit to cover additional cleaning, loss, or damage caused to the yacht. This security deposit is for the entire yacht; it is up to you and your crew to determine how this sum will be paid. This will be refunded (less any sums deducted) at the end of your trip. Payment can usually be made by credit or debit card, although some yacht charter companies accept cash only.

63. At check-in you will be required to sign the charter company's terms.

    Any and all security deposit payments, whether refundable or not, shall be strictly between you and the charter company. Yacht Week cannot accept liability for the return or loss of such monies.

CABIN DAMAGE WAIVER FEE

64. For cabin bookings, it is mandatory that you pay the cabin damage waiver fee online through your profile before the day of check-in.Yacht Week reserves the right to deny guests access to the booked yacht type until the required waiver has been paid in full. Departure of the yacht is at the sole discretion of the skipper, who will determine when the yacht is safe and ready to depart.

    The Cabin damage waiver fee is €50 per person - even where no damage and/or loss occurs to the yacht, the amount you have paid will not be refunded to you under any circumstances.

CHECKING-OUT

65. The Lead Booker and the individual who paid the deposit (unless they are the same person), must be present at check out. If he/she or they are absent, should the charter company deduct any sums from your deposit for damage to the yacht, the skipper will not be in a position to argue any costs on your behalf and will sign off on the damages in order to proceed with check-out. As a result, the crew risks losing the deposit. Yacht Week cannot accept liability for the return or loss of such monies.

66. Check out shall take place by 8 am or 5pm on the final day of your booking. Please check your booking confirmation for your checkout time. As such, whilst Yacht Week can guarantee your yacht will be back in the marina from which you departed from at this time, it strongly advises that onward

travel arrangements be made for after this time and cannot accept responsibility for any travel arrangements made to take effect before this time.

ITINERARY

67. The itinerary, as provided to you, may be affected by weather conditions (for example, the circle raft might not be viable in adverse weather conditions). Whilst we try our utmost to ensure the itinerary is followed as closely as possible, Yacht Week cannot be held liable for deviations in the itinerary due to circumstances outside its control. This includes changes as a result of COVID-19 or local government restrictions.

68. Your finalised itinerary will be confirmed 2 weeks prior to the date of departure and may be subject to change at any time. Yacht Week will accept no responsibility for any additional activities or bookings you have arranged at your own expense which may be affected by such change.

TRANSFERS

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

70. Crews who have selected coach transfers between the airport and the marina (or any other type of transfer) from Yacht Week's website as an optional extra agree to be bound by the applicable rules and regulations of travel and agree to follow the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the driver or a member of Yacht Week's staff will be treated as a breach of contract by the Crew(s) concerned. This may result in the holiday booking being terminated and/or the expulsion of the Crew(s) from the transfer vehicle.

71. Coach transfers are offered as a standalone option and are linked directly to published flight times. Except for paragraphs 70 -75 (inclusive), these Terms will not apply to standalone coach transfers that were not booked at the same time as your package booking and that did not form part of your package. Yacht Week will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that impacts upon the booked coach transfer. Should a booked flight be cancelled, delayed, have its flight times rescheduled or re-routed by the relevant airline, Yacht Week cannot alter published coach transfer schedules in order to accommodate such changes since coach transfers provide transport for multiple inbound and outbound flights.

72. Yacht Week will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, rescheduled or re-routed by the relevant airline after a coach transfer has been booked, it is the responsibility of the guest(s) to inform Yacht Week. Likewise, if flight details or transfer timings are entered incorrectly by the Lead Booker, Yacht Week shall not be liable for any direct or indirect loss or damage suffered or incurred by the Crew as a result.

73. It is the responsibility of the Lead Booker to ensure adequate time is allowed for the transfer, traffic delays and airport formalities. Yacht Week shall not be liable for any direct or indirect loss, cost, expense or damage resulting from missed flights or appointments.

74. In the event that coach transfer is cancelled by Yacht Week, the affected Crew(s) will be offered a full refund of the coach transfer cost only, thereby allowing the affected Crew(s) to use this refund towards making their own travel arrangements to and from the destination.

75. Regardless of mode of transport, delays can occur. By choosing to travel by transfer the Lead Booker acknowledges on behalf of their Crew that due to weather conditions, mechanical failure, traffic, an accident or some other reason, delay often cannot, even with all due care, be predicted or prevented. Accordingly, Yacht Week cannot accept liability for any inconvenience or expense you may incur as a result of such delays.

PASSPORTS AND VISAS

76. 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.

77. Yacht Week cannot help you to obtain the correct passports, visas, or other documentation that you might need.

TRAVEL INSURANCE

78. Yacht Week 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. Yacht Week 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 respect of your participation in the holiday.

79. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on your trip. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

80. 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. Yacht Week is under no obligation to make any refund in respect of any absence from the trip.

YOUR BEHAVIOUR/RESPONSIBILITIES

81. You agree to abide by our rules and policies surrounding behaviour, alcohol and sexual conduct. At all times the decision of Yacht Week's representative will be final on all matters including but not limited to those likely to endanger the safety and well being of other guests, our staff and the general public. You agree to abide by the authority of Yacht Week's representative. You must at all times strictly comply with the laws, customs, and regulations of all countries visited including but not limited to those relating to drugs and conduct in a public space. Failure to comply with the above or commit any illegal act when on the event, cause damage to the yacht, property of Yacht Week or any third party, or, if in the opinion of Yacht Week's representative, your behaviour is disruptive, threatening or abusive or is causing or is likely to cause danger or distress to others, Yacht Week may terminate that your travel arrangements without any liability on Yacht Week's part and you will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements. You will be responsible for your own return home and for any other members of their party who cannot or will not travel without you.

82. External speaker systems are not permitted. Music and other loud noise in the marinas is not permitted after 8pm. If Yacht Week incurs any fines as a consequence of a breach of this agreement, we retain the right to transfer those fines to you.

83. 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 a holiday from Yacht Week, 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. Many of the places you may visit during your trip are open to the public and used by people who are not travelling with us. When you are ashore and

away from an event forming part of your package, you are responsible for your own personal safety and for your belongings. We ask that you look out for one another and follow any guidance given to you before or during your trip.

84. Yacht Week acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and Yacht Week accepts no liability to you for any injury, cost, expense, loss or damage you suffer as a result of your judgement being impaired wholly or partly by alcohol or drugs.

85. Yacht Week operates a zero tolerance drug policy. If you are found in possession of illegal substances, Yacht Week reserves the right to cancel your booking without paying you a refund in line with paragraph 81. Yacht Week reserves the right to inform the relevant law enforcement authorities as we see fit.

86. Yacht Week operates a zero tolerance approach to sexual misconduct in all its forms. If this is not adhered to, Yacht Week reserves the right to cancel your booking without paying you a refund in line with paragraph 81. Sexual misconduct is defined as any unwanted conduct of a sexual nature which occurs in person or by letter, telephone, text, e-mail, via social media or other electronic means. It includes, but is not limited to, the following behaviour:
    a. Engaging, or attempting to engage, in a sexual act with another individual without consent
    b. Sexually touching another person without their consent
    c. Kissing without consent
    d. Sexual harassment - unwelcome conduct of a sexual nature which creates (or could create) an intimidating, hostile, degrading, humiliating, or offensive environment for others including making unwanted remarks of a sexual nature
    e. Inappropriately showing sexual organs to another person
    f. Repeatedly following another person
    g. Recording and/or sharing intimate images or recordings of another person without their consent
    h. Arranging or participating in events or conduct which may reasonably be assumed to cause degradation and humiliation to those who have experienced sexual violence, e.g. inappropriately themed social events or initiations.

87. You accept that the skipper allocated to your yacht is in charge of the yacht. The skipper will make decisions on behalf of the yacht based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. It is your responsibility to ensure you fully understand the skipper safety brief. Yacht Week will not be liable for any loss of enjoyment or similar claims resulting from itinerary changes made by the skipper in the interests of safety and better guest experience.

88. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email hello@yachtweek.com with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of €25. Yacht Week reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. Yacht Week accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

89. Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behaviour. This includes behaviour towards our guest services and sales teams.

90. In addition, Yacht Week representatives shall be entitled to recover the cost of any damage or loss that is attributable to your conduct and/or fault, if necessary, before conclusion of your holiday and before your homebound transfer

IMAGE COLLECTION

91. We film and photograph our events. You may appear in images and recordings captured during your trip, and we may use this content to promote Yacht Week, including on our website, on our social media channels and in paid advertising. Content may be cropped, edited or combined with other material. Where content features you as an identifiable individual in a prominent way, we will ask for your permission before using it in advertising. You may ask us not to include you at any time, before or during your trip, by telling a member of the Yacht Week team on site or by emailing hello@yachtweek.com. We will take reasonable steps to avoid filming you and to remove you from content we have not yet published, but we cannot recall material that has already been published or printed. Where you have given permission for us to use content featuring you, you may withdraw that permission at any time and we will stop using it going forward. We own the content we create.

92. Yacht Week reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in paragraph 91. This shall extend but shall not be limited to employees, independent contractors, partners, sponsors and other entities or persons that are authorised by Yacht Week to capture content for any authorised purpose, whether for commercial or personal use.

93. If you do not wish to be on camera or video this should be brought to the attention of Yacht Week by sending an email to hello@yachtweek.com at least ten days before the commencement of your booking. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.

94. By booking through Yacht Week, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by Yacht Week, you agree and guarantee that you will not under any circumstance use such content for any commercial purposes whatsoever; this does not prevent you from using such content for your own personal uses and across your personal social media channels. Where you breach this paragraph 94, Yacht Week reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

95. When you book with Yacht Week, we act as package organiser under the Package Travel Act and the Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements for all consumer bookings made within the European Economic Area (EEA).

96. When you book a package with Yacht Week, we act as package organiser under the PTRs, for all consumer bookings made within the United Kingdom (UK).

97. Whether your booking was made in the EEA or the UK, we are responsible to you for the proper performance of all travel services included in your package, whether those services are performed by us, by our suppliers, or by any third party we have engaged. This includes any venue, transfer, event or activity that forms part of your package as described at the time of booking. Yacht Week accepts responsibility for ensuring that services offered and carried out are of a standard reasonably expected of a person skilled in offering and carrying out such services. We will use reasonable care and skill in performing our contractual obligations to you according to the laws and regulations of the country where your holiday takes place.

98. Yacht Week will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that 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).

99. Should you require refrigeration or air-conditioning services for medical related issues, Yacht Week must be made aware of such prior to your booking. If made aware, Yacht Week will use its

reasonable endeavours to try and accommodate your needs. This does not guarantee that Yacht Week will be able to provide the necessary services to you, and Yacht Week accepts no responsibility for any loss or damage incurred by you if it is unable to meet these needs.

100. Our obligations, and those of our suppliers, in respect of reasonable care will be met in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of Yacht Week in the discharge of its duties and obligations under these Terms.

101. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. If any of the travel services included in your package are not performed in accordance with the Terms, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

Specifically: Air conditioning onboard a full yacht is valued at €1000 for the week. For the avoidance of doubt, where a cabin booking has air conditioning, the total value of air conditioning for that cabin is €200.

Any price reduction in regards to non-performance of air conditioning is therefore limited to the value of €1000 on a full yacht booking and €200 on a Two Person cabin booking. This will be prorated based on the days of non performance.

102. Yacht Week will not be liable 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 in paragraph 35).

Our liability is limited to three times the price of the booking, except in the case of death or personal injury, or damage caused intentionally or by negligence. Our liability will also be limited in accordance with and/or in an identical manner to:

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and

b) 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 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 suppliers will be deducted from any sum paid to you as compensation by us.

103. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances (as defined in paragraph 35), we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notify us of these needs at least 48 hours before the start of your holiday.

104. Yacht Week will not be liable for compensation in respect of any lost flights or reimbursement of flight costs.

105. 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 Yacht Week will have to pay you will be limited in accordance with any relevant international convention or regulations.

106. You are obliged to assist Yacht Week 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.

107. Yacht Week is not responsible for activities or excursions which you separately choose to book and pay for during your trip with a third party operator. Such activities do not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of or as a result of its provision by the operator.

108. Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package. Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited by law.

109. Making a booking signifies your acceptance of the terms and conditions of Yacht Week's general waiver. This is available to view here.

110. **Please note**: Without prejudice to the provisions of these Terms relating to our responsibility, these Terms do not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday. Any separate contracts that you may enter into are with the relevant supplier of those services.

ADDITIONAL ASSISTANCE

111. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance without undue delay, in particular by providing information on health services, local authorities and consular assistance; and by helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault. Before your trip begins we will provide you with emergency contact details for your destination, including a contact point you can reach while travelling. These details may be provided through the Yacht Week app, in your pre-departure communications, or in the documents issued to you for your trip.

YACHT WEEK APP

112. It is a requirement of your booking that all guests on your crew download the Yacht Week app on the Google Play or App Store. Your skipper and/or host can only contact guests directly through the app.

Your skipper and/or host will communicate with you prior to the event all arrangements regarding kitty expenses; arrival, departure and other logistics via the app in the week leading up to your departure.

EXCURSIONS

113. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package or booking provided by us. 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. During your trip we, your skipper, your host and our Event Team may suggest places to eat, drink or visit, and our website, app and other materials may mention bars, restaurants, beaches, walks, venues and events in the destinations we visit. Unless a service is described in your booking confirmation as included in your package, any such suggestion or mention is information only. We do not own, operate, staff or control those places, and they do not form part of your package. If you choose to go, you make your own arrangements and any contract is with the operator of that place, not with us. We are not responsible for the provision of those services or for anything that happens in the course of them. Our responsibility for services that do form part of your package is set out in paragraphs 95 to 97.

COMPLAINTS

114. Yacht Week maintains the highest standards in choosing yacht supplier partners. If you are unhappy with the performance of any element of a booking made through Yacht Week, you must address your complaints to a member of Yacht Week's staff on site at the earliest possible opportunity.

Any technical or operational issue with the yacht must be reported immediately to the skipper. The skipper is responsible for notifying the charter company's office and, where applicable, our on-site Yacht Week team.

Once a yacht issue is formally reported by the skipper during the charter company's working hours, the charter company has up to 24 hours to provide assistance or resolution.

We will 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.

115. If for any reason you are dissatisfied with how your complaint was addressed on site, please contact our Guest Services team. Your complaint must be submitted in writing to the email address hello@yachtweek.com within 28 days of the last day of your trip, failure to do so will affect your rights under the contract. Please allow up to 14 working days to receive a response while our team looks into the issues outlined.

GUESTS WITH DISABILITIES OR SPECIAL REQUIREMENTS

116. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. Yacht Week cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your booking and we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us using the contact details available on our website.

117. If you have a medical condition, mobility issue or a disability which may affect your booking, 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, or disability in writing at the time of booking or as soon as possible prior to your trip. Yacht Week cannot always guarantee provisions for disabled passengers due to safety requirements at sea.

DATA PROTECTION

118. Yacht Week will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, guest services, guest profiling, analysing your purchasing preferences, and improving services. Yacht Week 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 Yacht Week holds about you, and to correct any inaccuracies in your information.

119. Yacht Week maintains a full privacy policy which may be viewed on Yacht Week website at all times. By booking through Yacht Week you agree to the terms of that privacy policy.

RESELLING

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

121. If you believe your booking may have been resold in breach of these Terms, please contact Yacht Week's Guest Services team at hello@yachtweek.com

PROMOTIONS AND GIVEAWAYS

122. All promotions, incentives and giveaways are non-transferable and have no monetary value. It is at the discretion of Yacht Week to award these as part of its marketing campaigns and they are subject to specific terms and conditions.

TRADE MARKS, BRANDING AND OTHER INTELLECTUAL PROPERTY

123. Yacht Week (or its licensor) own all intellectual property rights in the trade marks, trade names and logos used by it. You are not (and no member of your Crew is) authorized to use any of those marks, names or logos without Yacht Week's express prior written consent.

124. Guests may not display, wear, or affix any third party commercial, promotional, or sponsorship branding on the yacht, at Yacht Week venues, or at any Yacht Week organised event without Yacht Week's prior written consent. Yacht Week reserves the right to require removal of any such material and to recover reasonable costs of removal.

ENFORCEMENT

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

FINANCIAL PROTECTION – FOR PACKAGE BOOKINGS MADE IN THE EEA AND THE UK

The EEA

126. In the EEA, in accordance with the Package Travel Act the supplier of your package Yacht Week, will be responsible for the performance of the services and ensuring that EEA consumers will have the correct financial protection in place to protect your money in the case of their insolvency.

127. In the event that paragraph 126 applies to your booking arrangements, the financial failure insurance is mediated by Vector Nordic AB (Corp Reg No 559006-0496) and underwritten by Gar-Bo Försäkring AB (Corp Reg No 516401-6668).

128. In the unlikely event of Yacht Week's insolvency, you must contact Vector Nordic AB in writing to Box 55545, 102 04 Stockholm, Sweden or by email to info@vectornordic.com. Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value. You may also contact the competent authority the Legal, Financial and Administrative Services Agency (Sw: Kammarkollegiet) in writing to Box 2218, 103 15 Stockholm, Sweden or by email to registratur@kammarkollegiet.se.

129. 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 financial protection in place.

The UK

130. For package bookings made in the UK, financial protection for your money in the unlikely event of our insolvency is provided under a UK financial failure insurance policy. Details of the provider and how to claim are given to you with your booking confirmation.

131. **Please note: if the booking was not made in the EEA or the UK, the scheme of financial protection will <u>not apply</u> to you.**

SEVERABILITY

132. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

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

JURISDICTION

134. Your contract with Yacht Week shall be governed exclusively by the laws of Sweden. The courts of Sweden 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). This does not affect any right you may have as a consumer under mandatory law to bring proceedings in the courts of the country in which you are domiciled, or to rely on mandatory consumer protection rules of that country.

FOR PACKAGE BOOKINGS MADE IN THE EEA

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Yacht Week will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Yacht Week has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem. 11.12.2015 L 326/25 Official Journal of the European Union EN
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Yacht Week has taken out insolvency protection with Vector Nordic AB (Corp Reg No 559006-0496) and underwritten by Gar-Bo Försäkring AB (Corp Reg No 516401-6668).
- In the unlikely event of Yacht Week's insolvency, you must contact Vector Nordic AB in writing to Box 55545, 102 04 Stockholm, Sweden or by email to info@vectornordic.com . Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value. Travellers may contact this entity or, where applicable, the competent authority Kammarkollegiet, Box 2218, 103 15 Stockholm, 08-700 08 00, registratur@kammarkollegiet.se if services are denied because of Yacht Week 's insolvency.

https://svenskforfattningssamling.se/doc/20181217.html