

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.

In respect of UK bookings ONLY; financial protection for package bookings is provided by our agent, Day 8 Experiences Ltd.

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 '**The Yacht Week or 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 The Yacht Week either in your own right or on behalf of others. Any references to 'us' and 'we' are to The Yacht Week.

Any reference to 'package' in these Terms for bookings made in the EEA shall have 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 The 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 The Yacht Week.
2. The 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 'The Yacht Week' website.

BOOKING PROCEDURE

3. To make a booking, the individual nominated to be the main point of contact between The 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 The 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. The 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. The 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. The 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 The 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 The Yacht Week.
6. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via The 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 The Yacht Week.
7. Unless otherwise agreed in writing by The Yacht Week, the Lead Booker must be a guest on the boat he or she has booked. All guests, including the Lead Booker, must be at least 20 years of age.
8. The Yacht Week does not accept liability for the costs associated with any errors in your confirmation email that are not due to The Yacht Week and are not brought to our attention within 5 working days of the date of that confirmation email. The 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 The Yacht Week's discretion. Although The Yacht Week shall use its reasonable endeavours to find the best 'fit' for you, The Yacht Week cannot always guarantee compatibility of the guests in each cabin or each yacht. Where guests are not compatible, The Yacht Week will not move a guest to a different yacht or crew.

CHECKING-IN

14. All guests are required to check in online, anyone who fails to do so before the 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. The Yacht Week operates a strict age policy, as per paragraph 7. As such, The 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 The Yacht Week assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.
18. The Booking Ratio cannot be changed once entered. There is a possibility that The 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. The Yacht Week accepts no liability if you make a mistake when entering the Booking Ratio.
19. In the event that upon arrival at any The Yacht Week check-in venue you attempt and/or wish to add additional crew to the crew list you provided in your booking The 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. The 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. The 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 The Yacht Week on our website from time to time. See paragraph 27 also.
24. The 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 The 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(\$), AUD(\$), or USD(\$), (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which The Yacht Week may apply in any future payment transactions. For this reason, you are advised to pay in the currency specified in your Invoice if you do not wish to pay any price variations as a result of fluctuations in exchange rates, including the internal exchange rate which The Yacht Week may apply in any future payment transactions.
27. The payment instalment plan will vary depending on the event week and destination you have booked. You will be advised of the specific payment plan for your booking prior to 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 unless the booking is cancelled in accordance with paragraph 36, 39 or 42;
 - 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 between 120 - 90 days before the event begins (check your booking to see the exact date), 40% of the total cost of the booking must be paid upon booking. For bookings made less than 90 days before the event begins, 100% of the total cost of the booking must be made upon booking.
 - e. Automated recurring payment plan – if the automated monthly payment option is selected 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 The 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, The 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.
29. If you fail to pay an instalment by a payment due date The 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 The Yacht Week without a refund. If you are likely to be unable to make a payment on time you must contact The Yacht Week as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, The 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, The Yacht Week reserves the right to request authorisation from the account holder.

CANCELLATION AND VARIATION POLICIES

Variation by The Yacht Week

33. 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.
34. 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 the Yacht Week of your decision within three working days of being informed of the changes made to your booking. If you do not inform The 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.

35. There is a possibility that the yacht you select when booking may not be available. Should this be the case, The Yacht Week shall notify you as soon as possible. The Yacht Week reserves the right to either cancel your booking in accordance with paragraph 5(b) and/or 34 or offer you a replacement yacht. The following shall apply to a replacement yacht:

- a. If The 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, The 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, The Yacht Week guarantees that you will receive the same (or better) quality and type of yacht that you originally booked.
36. 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 above), 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 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

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

Cancellation by The Yacht Week

37. The 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 The Yacht Week cancels your booking under this paragraph 38 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 The 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 above), 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.
38. 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.
39. 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 above):

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 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

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

40. The 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.
41. In the event the Ultra festival or any other ticketed festival event which is a part of your booking, is cancelled or postponed, The 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.
42. Any refund payable by The 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

43. If you decide to cancel your booking;
- a. you must inform The Yacht Week in writing as soon as possible. Your booking will not be cancelled until The 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 The 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 The Yacht Week in the event you cancel.
44. 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 the first 24 hours - 0%
 - ii. Between 24 hours after booking and up to 30 days from booking date or 120 days before the event (whichever comes first) - 10%
 - iii. Cancellation from 31 day after booking to 91 days prior to the event - 40%
 - iv. Within 90 days or less prior to event - 100%
 - b. For bookings made using Automated Payments (in accordance with paragraph 27e) 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.
45. 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 44 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, The Yacht Week shall retain all sums paid up until cancellation.
46. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by The Yacht Week. The 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. The Yacht Week will take reasonable steps to ensure that all costs and losses are kept to a minimum.

Covid-19

47. 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 131 and 132.

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

Variation by You

49. If you would like to change any aspect of your booking, the Lead Booker must inform The 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.
50. Please note that The 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 The Yacht Week's discretion.
51. 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 The Yacht Week and we reserve the right to charge an administration fee of €200 for each change.
52. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with paragraph 44.

Adding a Host

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

Change of Customer

54. If the Lead Booker or any member of your Crew no longer wish to participate in the charter or benefit from the services booked, The Yacht Week may agree to a substitute customer being added to the booking. The substitute customer would need to satisfy all the same conditions of the booking. You should notify The Yacht Week in writing at least 7 days before the date of your trip of your intention to substitute a person on the booking. Both the leaving and the substitute parties must accept joint and several liability for full payment of any sums outstanding for the booking.
55. In the event that paragraph 55 above applies in addition to any outstanding payments due and any additional costs of our suppliers to make the transfer, The Yacht Week reserves the right to apply a EUR(€) 200 administration fee.
56. By requesting a change of customer pursuant to these Terms, the Lead Booker confirms that the new guest has read and agreed to these Terms.

YACHT SPECIFICATIONS

57. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on The Yacht Week website. They are correct at the time of posting but The Yacht Week cannot guarantee that the yacht will meet the exact details described on the website.
58. 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.

59. 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. The Yacht Week cannot guarantee that your yacht will be the same as the one shown in the picture on our website. However, The Yacht Week takes misrepresentation very seriously. If you believe that a picture on The Yacht Week website is misleading, please inform The Yacht Week as soon as possible so that steps can be taken to address the situation.

YACHT DEPOSIT

60. For yacht bookings, upon arrival the yacht charter company will require a security deposit to cover additional cleaning, loss, or damage caused to the boat. 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.
61. 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. The Yacht Week cannot accept liability for the return or loss of such monies.

DAMAGE WAIVER FEE

62. For cabin bookings, it is mandatory that you make the security deposit payment online through your profile before the day of check-in. There are two options to pay:
- Non-refundable €100 per cabin - 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.
 - Refundable €1000 per cabin - this will be refunded (less any sums deducted) back to the original card method up to 28 days after the last day of the event. Any damages will be deducted proportionally between the cabins on board.

CHECKING-OUT

63. 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. The Yacht Week cannot accept liability for the return or loss of such monies.
64. Check out shall take place at either 9am or 5pm on the final day of your booking. In Greece, Croatia and Sardinia, check out will be by 5pm on the Friday after the departure day. For BVI's, check out will be by 9am on the last day of the charter. Please check your booking confirmation for your checkout time. As such, whilst The 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

65. 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, The 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.
66. Your itinerary will be confirmed 4 weeks prior to the date of departure and may be subject to change at any time. The 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

67. 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 The Yacht Week's website as an optional extra if applicable.
68. Crews who have selected coach transfers between the airport and the marina (or any other type of transfer) from The 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 The 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.
69. Coach transfers are offered as a standalone option and are linked directly to published flight times. Except for paragraphs 68 -73 (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. The 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, The 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.
70. The 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 The Yacht Week. Likewise, if flight details or transfer timings are entered incorrectly by the Lead Booker, The Yacht Week shall not be liable for any direct or indirect loss or damage suffered or incurred by the Crew as a result.
71. It is the responsibility of the Lead Booker to ensure adequate time is allowed for the transfer, traffic delays and airport formalities. The Yacht Week shall not be liable for any direct or indirect loss, cost, expense or damage resulting from missed flights or appointments.
72. In the event that coach transfer is cancelled by The 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.
73. 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, The Yacht Week cannot accept liability for any inconvenience or expense you may incur as a result of such delays.

PASSPORTS AND VISAS

74. 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.
75. The Yacht Week cannot help you to obtain the correct passports, visas, or other documentation that you might need.

TRAVEL INSURANCE

76. The 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. The 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.
77. 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.
78. 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. The Yacht Week is under no obligation to make any refund in respect of any absence from the trip.

YOUR BEHAVIOUR/RESPONSIBILITIES

79. You agree to abide by our rules and policies surrounding behaviour, alcohol and sexual conduct. At all times the decision of The 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 the 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 The Yacht Week or any third party, or, if in the opinion of The Yacht Week's representative, your behaviour is disruptive, threatening or abusive or is causing or is likely to cause danger or distress to others, the Yacht Week may terminate that your travel arrangements without any liability on the 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.
80. 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.
81. 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 The 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.

82. The Yacht Week acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and The 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.
83. The Yacht Week operates a zero tolerance drug policy. If you are found in possession of illegal substances, The Yacht Week reserves the right to cancel your booking without paying you a refund in line with paragraph 79. The Yacht Week reserves the right to inform the relevant law enforcement authorities as we see fit.
84. The Yacht Week operates a zero tolerance approach to sexual misconduct in all its forms. If this is not adhered to, The Yacht Week reserves the right to cancel your booking without paying you a refund in line with paragraph 79. 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.
85. You accept that the skipper allocated to your yacht is in charge of the yacht. The skipper will make decisions on behalf of the boat 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. The 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.
86. 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@theyachtweek.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. The Yacht Week reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. The 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.
87. 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 customer service and sales agents.
88. In addition, The 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

89. The Yacht Week may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through The Yacht Week you agree that such images may be collected and used by The Yacht Week as The Yacht Week sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that The Yacht Week will retain ownership of all rights in connection with such images.
90. The Yacht Week reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in paragraph 89 This shall extend but shall not be limited to employees, independent contractors, partners, sponsors and other entities or persons that are authorised by The Yacht Week to capture content for any authorised purpose, whether for commercial or personal use.
91. If you do not wish to be on camera or video this should be brought to the attention of The Yacht Week by sending an email to hello@theyachtweek.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.
92. By booking through The 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 The 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 92, The Yacht Week reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

93. When you book with The 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).
94. When you book a package with The Yacht Week, we act as package organiser under the PTRs, for all consumer bookings made within the United Kingdom (UK).
95. The 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.
96. The 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).
97. Should you require refrigeration or air-conditioning services for medical related issues, The Yacht Week must be made aware of such prior to your booking. If made aware, The Yacht Week will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that The Yacht Week will be able to provide the necessary services to you, and The Yacht Week accepts no responsibility for any loss or damage incurred by you if it is unable to meet these needs.
98. 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 The Yacht Week in the discharge of its duties and obligations under these Terms.
99. 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.

100. The 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 above).

Our liability is, in all cases save for death or personal injury, limited to three times the price of the booking. 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.

101. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances (as defined above), 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.
102. The Yacht Week will not be liable for compensation in respect of any lost flights or reimbursement of flight costs.
103. 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 The Yacht Week will have to pay you will be limited in accordance with any relevant international convention or regulations.
104. You are obliged to assist The 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.
105. The Yacht Week and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will 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.

106. 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.
107. Making a booking signifies your acceptance of the terms and conditions of The Yacht Week's general waiver. This is available to [view here](#).
108. **Please note:** Without prejudice to the provisions of paragraph 92-106, 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

109. 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.

EXCURSIONS

110. 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.

COMPLAINTS

111. The 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 The Yacht Week, you must address your complaints to a member of The Yacht Week's staff on site 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.
112. If you are dissatisfied with how your complaint was addressed on site, please contact our Customer Service team, in the London office, this must be submitted within 28 days of the last day or 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.

DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

113. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. The 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.
114. 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. The Yacht Week cannot always guarantee provisions for disabled passengers due to safety requirements at sea.

DATA PROTECTION

115. The Yacht Week 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. The 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 The Yacht Week holds about you, and to correct any inaccuracies in your information.

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

RESELLING

117. The Yacht Week does not permit reselling of its products without prior written consent. The Yacht Week does, however, work with a select group of country managers/curators who promote The Yacht Week's products in various locations.
118. If you believe your booking may have been resold in breach of these Terms, please contact The Yacht Week's Customer Services Department at hello@theyachtweek.com

PROMOTIONS AND GIVEAWAYS

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

TRADE MARKS AND OTHER INTELLECTUAL PROPERTY

120. The 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 The Yacht Week's express prior written consent.

ENFORCEMENT

121. No failure or delay by The Yacht Week in enforcing these terms shall prevent The 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

122. In the EEA, in accordance with the Package Travel Act the supplier of your package The 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.
123. In the event that paragraph 122 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).
124. In the unlikely event of The 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 in the unlikely event of Eurotrips's insolvency
125. 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

126. For package bookings made in the UK, The Yacht Week will be responsible for the performance of the services in accordance with the PTRs but financial protection will be provided by our UK agent, Day 8 Experiences Ltd ('Day 8'). Please see Day 8's terms and conditions for more details.
127. **Please note: if the booking was not made in the EEA or the UK, the scheme of financial protection will not apply to you.**

SEVERABILITY

128. 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

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

JURISDICTION

130. Your contract with The 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).

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. The Yacht Week will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, The 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. The 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 The 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 The Yacht Week 's insolvency.

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