

BOOKING TERMS AND CONDITIONS

KEY POINTS

A) You enter into a Booking with us when we issue our confirmation Invoice. If you the cancel the Booking there will be cancellation charges. This may total all of the payments you have made towards the Booking.

B) You can make changes to and cancel the Booking in certain circumstances. We make a charge for this. We can change and cancel the Booking. We will pay you compensation in certain circumstances.

C) We are responsible to you for providing your Booking but there are legal limits.

D) We have a zero tolerance drug policy. If you are found in possession of illegal substances, we reserve the right to cancel your Booking without paying you a refund.

E) Read the full Terms below for further information and for other important rights and obligations.

1. THE NATURE OF THESE TERMS

1.1 What these Terms cover

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content (the “**Terms**”).

1.2 Why you should read them

Please read these Terms carefully before you make your booking with us. These Terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms or they require any change, please contact us.

1.3 Any references to “you” are to you, the holidaymaker and Crew member, who has contracted with TBL either in your own right or on behalf of others. Any reference to “our” and “we” are to The BucketLust Ltd.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are

We are The BucketLust Ltd (“**TBL**”) a company registered in England and Wales with company registration number is 10560332. Our registered office is at 10 London Mews, London, W2 1HY, United Kingdom.

2.2 How to contact us

You can contact us by emailing our customer service team at info@thebucketlust.org.

2.3 How we may contact you

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking.

2.4 “Writing” includes emails

When we use the words “writing” or “written” in these Terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How to make a Booking

(a) To make a booking on an event hosted by TBL, the person nominated by their group of guests that comprise the yacht crew list (the “**Crew**”) to be the primary point of contact between the Crew and TBL (the “**Lead Booker**”) shall complete a booking on www.thebucketlust.org and www.thebucketlustshop.com (both websites together the “**TBL Website**”) (the “**Booking**”).

(b) The Lead Booker must be part of the Crew. This means that the Lead Booker must be listed on the crew list of the yacht included in the Booking.

(c) The Lead Booker must inform the Crew of these Terms in advance of making a Booking.

(d) In completing the Booking, the Lead Booker and the Crew agree that any advertisements on TBL Website constitute an invitation to treat in English law, and in making a Booking you will be making an offer to TBL.

(e) The Lead Booker understands and agrees that in making a Booking he has the authority to act on behalf of all the Crew and that each member of the Crew has understood and agreed to these Terms. This is a condition of making the Booking with TBL. If the Lead Booker does not comply with this condition, TBL reserves the right to cancel the Booking immediately without refund.

3.2 Supplier’s terms

TBL acts as an agent between the Supplier the Crew. Each yacht supplier (the “**Supplier**”) may have their own terms and conditions (the “**Supplier Terms**”). Some Supplier Terms will limit or exclude liability on the part of the relevant Supplier and, by virtue of their application to your contract with us, these will also limit or exclude our liability to you. It is a condition of your booking that the Lead Booker and the Crew understand and agree to the Supplier Terms of the company who supplies the yacht for your booking.

Supplier Terms can be found on our Website and on request by contacting info@thebucketlust.org.

3.3 How we will accept your order

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between the Lead Booker and TBL. This acceptance email will also contain confirmation of the total price due under the contract details of the payment plan.

3.4 If we cannot accept your order

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product. If we have already charged you for the product we will refund you in full within five working days.

3.5 Our right to cancel

We reserve the right to cancel any Booking within five working days of the Booking being made should the yacht included in the Booking be unavailable for any reason.

3.6 Transport to and from our events

We are not liable to any member of the Crew for any transport costs incurred in relation to any Booking within the period of five days after the Booking is made. The Crew are advised against making any transport related purchases to get to or from a Booking until a period of greater than five days after making the Booking has passed.

3.7 Acceptance email errors

We exclude liability for any costs associated with errors in the acceptance email confirming your booking that are not brought to our attention within five working days of the date of the acceptance email. We reserve the right to correct any errors in the acceptance email as soon as we become aware of them. For the avoidance of doubt, the pricing details set out in the booking invoice (the “**Invoice**”) take precedence over any other pricing information, including that in the acceptance email or on our website.

3.8 Age limits

All guests must be at least 21 years old as of the first day of the event the guest is booked to attend. TBL operates a strict age policy. TBL 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 the underage person will not be refunded any sums paid, nor will TBL assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.

3.9 Order number

We will assign an order number to your Booking and tell you what it is when we accept your Booking. It will help us if you can tell us the order number whenever you contact us about your order.

3.10 Booking ratio

All bookings must conform to the gender ratio as specified on the yacht booking page when making your Booking (the “**Booking Ratio**”). Any Bookings who fail to conform to the Booking Ratio at check-in at any TBL check-in venue during an event could be subject to a one off fee of EUR 200 per person (the “**Ratio Fee**”) not conforming to the Booking Ratio. TBL reserves the right to banning such bookings from all TBL events and to withhold a TBL wristband until either the Ratio Fee(s) have been paid. If you wish to change your ratio, please contact us at info@thebucketlust.org.

4. PRICE AND PAYMENT

You shall pay to TBL the total price of the Booking as indicated on our Website (the “**Booking Price**”) on or before the dates set out in the Payment Plan (see clause 4.4).

4.1 Where to find the Booking Price

The Booking Price will be the price indicated on our website at the time of booking.

4.2 VAT

If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

4.3 Pricing errors

TBL reserves the right to correct pricing errors within a margin of plus or minus of 15% of the Booking Price after a Booking has been confirmed. If we accept the Booking where a pricing error is greater than 15% of the Booking Price we may cancel the Booking and you will be entitled to a refund under clause 8.1(g).

4.4 Payment plans

Payments towards to costs of the Booking may be made in up to three instalments (the “**Payment Plan**”). The Payment Plan comprises either the Standard Payment Plan or the Event Payment Plan.

The Standard Payment Plan is:

- a) 25% of the total cost of the booking paid immediately to reserve the Booking;

- b) 60% of the total cost of the booking to be paid 140 days before the first day of the event included in your Booking (the “**Booking Start Date**”);
- c) 100% of the total cost of the booking to be paid 70 days before the first day of the Booking Start Date.

Your payment plan may vary from the Standard Payment Plan. Where this is the case, the payment plan specific to your Booking will be displayed on our website (the “**Booking Payment Plan**”). Where the Booking Payment Plan varies from the Standard Payment Plan, the Booking Payment Plan shall take precedence.

4.5 Payment fees

No payment fees are charged for payments made via VISA or MasterCard. Payments made via American Express will incur a 3% fee.

4.6 Payment currency

The Booking currency will vary depending on the event booked. Where TBL is charged a fee for receiving a payment, TBL reserves the right to pass this fee on to the person making this payment. TBL reserves the right to charge a GBP 30 administration fee for processing such payments.

4.7 We can charge interest if you pay late

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

4.8 We can cancel your booking if you pay late

Failure make a payment towards a Booking by the payment due dates as set out in the Payment Plan confers on us the right to cancel the booking (see clause 8.1(a)).

4.9 It is your responsibility to check payment dates

It is the Lead Booker's and the Crew's responsibility to check payment due dates and ensure that payments have been made in accordance with the Payment Plan. If you or any member of your Crew are unable to make a payment according to the Payment Plan, you must contact TBL by email at info@thebucketlust.org immediately to request a payment extension. If such an extension is agreed TBL will communicate this in writing.

4.10 Payments not from the Lead Booker

If payments are made from an account or credit card that is not in the name of the Lead Booker, TBL reserves the right to request confirmation from the account or credit card holder that they are a member of the Crew and are making a payment towards the Booking. If the person making the payment is not a member of the Crew, TBL may cancel and refund the payment.

4.11 What to do if you think the Booking Price is wrong

If you think the Booking Price is wrong, please contact us immediately.

4.12 Changes to the Booking Price

TBL reserves the right to change the Booking Price within five days of you making the Booking. TBL warrants and guarantees that:

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

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

If we increase the Booking Price by more than 15% under this clause 4.12, you may either:

(c) change the Booking to another booking if we are able to offer one (we will refund any price difference if the alternative booking is of a lower value); or

(d) cancel the Booking and receive a full refund (see clause 10.3(b)(i)).

4.13 Additional costs

The Booking does not include the cost of food and drink for the yacht skipper and yacht chef assigned to your Booking. You must provide at least three meals per day of each day of your Booking at reasonable meal times for your assigned skipper and chef.

The Booking includes:

(a) the yacht charter;

(b) the yacht skipper; and

(c) the events wristband entitling you access to TBL events.

The Booking does not include:

(a) transport costs to and from any TBL event (e.g. plane tickets);

(b) you or your Crew's food and drink;

(c) skipper and chef food and drink;

(d) any activities promoted by TBL during the event;

(e) extra cleaning of your yacht during the week;

(f) marina fees, anchor fees, mooring ball fees, yacht water fees, yacht electricity fees, yacht fuel fees; and

(g) health or travel insurance for your or your Crew.

(h) the yacht chef (this is an optional add on for an additional fee)

5. YACHTS

5.1 Yachts may vary from their pictures on our website

Images of yachts are for illustrative purposes only and are intended only to give a general idea of the type of yacht you are chartering. Sometimes there are differences between the yacht shown in a picture and the yacht you are given by the Supplier. TBL cannot guarantee that your yacht will be the same as the one shown in the picture on our website. If you believe that a picture on TBL website is misleading, please inform TBL as soon as possible so that steps can be taken to remedy this. Should you wish to pursue a claim for misrepresentation you agree that the Supplier shall be the proper defendant for the purpose of any legal proceedings.

5.2 Yachts may vary from their specifications

You can find specifications, measurements, inventories, Supplier information, and other data relating to yachts on TBL's website. TBL cannot guarantee that the yacht you charter will meet the exact details described on the website. Since specification information is provided by the Supplier, you should liaise directly with the Supplier regarding any discrepancy between the description given by and the yacht you are given by the Supplier.

6. CHECK-IN WITH TBL

6.1 Online check-in

Online check-in will be available up to eight weeks before the start date of your event. All customers are required to check-in online. Customers who do not check in online may be charged an administrative fee of EUR 10 to check-in on site.

6.2 Identification

Upon arrival at your check-in marina, you will be required to produce proof of identification. Customers who failed to check-in online may be required to complete a lengthier check-in process.

7. VARIATION BY TBL

We may make minor changes to these Terms.

7.1 Minor changes to the Booking

As our events are planned well in advance along with our booking and pricing information, some minor aspects of your Booking may have to change in order to make the Booking deliverable. You will be notified of any such changes as soon as is reasonably possible after they have been made.

We may make changes the event itinerary or schedule to enable successful delivery of the event:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to take account of bad weather.

7.2 Major changes to the Booking

If major changes to the Booking are needed, the Lead Booker will be notified as soon as is reasonably possible. Where major changes are made you may:

- (a) accept these changes to your Booking; or,
- (b) cancel the Booking and receive a refund of all Refundable Sums;

If you wish to cancel the Booking under clause 7.2(b) you must email us at info@thebucketlust.org to cancel the Booking and request a refund of all Refundable Sums. Such requests for a refund must be made not later than three working days after the Lead Booker has been informed of the changes to the Booking. If no action is taken by the Lead Booker (or someone nominated on their behalf) during this three working day period, it shall be inferred that you have accepted the changes.

7.3 Changes to your yacht

There is a possibility that the yacht provided in your Booking may not be available or may become unavailable before the Event Start Date. If this is the case, TBL reserves the right to cancel your Booking under clause and 7.2, or offer you a replacement yacht of a similar type and quality . You may either accept the replacement yacht or cancel the Booking under clause 10.3. If you accept a replacement yacht of lesser type and quality to the cancelled yacht, you will be entitled to a refund of

the difference in price between the cancelled yacht and its replacement.

8. CANCELLATION BY TBL

8.1 When we may cancel the Booking

We may cancel the Booking at any time if:

- (a) you do not make any payment to us when it is due according to the Payment Plan; or,
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Booking (e.g. crew list information).
- (c) if you fail to meet your obligations in regard to:
 - (i) the Lead Booker informing the Crew of these Terms in advance of making the Booking (clause 3.1(c)).
 - (ii) the Lead Booker's authority to act on behalf of the Crew, and the Crew not accepting these Terms (clause 3.1(e))
 - (iii) change of Crew (clause 8.4)
 - (iv) conformity with the Booking Ratio (clause 3.10)
 - (v) travel insurance (clause 16)
 - (vi) reselling (clause 21.3)
- (d) we make a pricing error that is greater than 15% of the Booking Price.

If we cancel the Booking under:

- (e) clauses 8.1(a) or 8.1(b) you will be entitled to a refund of all Refundable Sums.
- (f) clause 8.1(c) you will not be entitled to any refund.
- (g) clause 8.1(d) you will be entitled to a refund of all sums you have paid to us towards the Booking

8.2 Circumstances outside of our control where a refund is payable

TBL reserves the absolute right to cancel the Booking where a cancellation is necessary as the result of force majeure. Examples include (but are not limited to) dangerous weather, fire, natural disasters, hurricanes, storms, floods, tsunamis, industrial action, war, bankruptcy or failure of suppliers, and riots. If we cancel the Booking under this clause 8.2 you may chose:

- (a) a refund of all Refundable Sums; or,
- (b) to accept another booking of a similar type and quality as a replacement for the cancelled Booking. If you accept a replacement booking of lesser quality to the cancelled Booking, you will be entitled to a refund of the difference in price between the cancelled Booking and its replacement.

8.3 Circumstances outside of our control where no refund is payable

Notwithstanding clause 8.2, TBL reserves the absolute right to cancel the Booking without any refund

where circumstances arise that make the Booking impossible to provide and are out of TBL's control, which TBL could not have reasonably prevented. Examples include (but are not limited to) dangerous weather, fire, natural disasters, hurricanes, storms, floods, tsunamis, industrial action, war, bankruptcy/failure of suppliers and riots.

Clauses 8.2 and 8.3 are intended to summarise circumstances where refunds are payable or not where TBL cancels a Booking to draw this information together into one place. There may be other circumstances within these Terms outside clauses 8.2 and 8.3 where a refund may be payable or not when TBL cancels the Booking.

9. VARIATION BY YOU

9.1 Making changes to the Booking

(a) If you would like to change any aspect of the Booking, the Lead Booker must inform us in by emailing info@thebucketlust.org as soon as possible. You will be responsible for any additional costs we incur in accommodating changes your request. TBL may not be able to cater to all changes you wish to make. All changes are subject to availability and will be made at TBL's discretion.

(b) Changes of yachts or dates will be treated as cancellations under clause 10. Having cancelled the Booking, if you subsequently make a more expensive booking and the yacht concerned with the cancelled booking is resold at the original Booking Price to another guest, the Cancellation Fee under clause 10.6 will be waived.

9.2 Cancelling a chef

If you cancel the chef assigned to your Booking you will not be entitled to a refund. A chef will only assigned to your Booking once you have paid for them.

9.3 Cancelling a skipper

The skipper assigned to your Booking cannot be cancelled. It is a condition of your Booking to have a skipper provided by TBL to skipper your yacht throughout the Booking.

9.4 Change of Crew

If the Lead Booker or any member of the Crew no longer wish to participate in the Booking, TBL may agree to a substitute Crew member being added to the Booking subject to the Booking Ratio requirement being met. You must ensure there is always one member of the Crew who assumed the role of Lead Booker. You should notify TBL in writing immediately upon becoming aware of any change to the Crew. Any Crew change is subject to TBL's written acceptance and you agree that both the outgoing and the incoming parties accept joint and several liability for the full payment of any sums outstanding against the Booking. In requesting a change of Crew pursuant to this clause 9.4, the Lead Booker agrees that all new Crew have read and agreed to these Terms.

10. CANCELLATION BY YOU

10.1 Your rights to cancel the Booking

Your rights when you cancel the Booking depend on whether there is anything wrong with it, how we are performing, how you are performing and the date on which you decide to cancel:

(a) if you cancel within 24 hours of making the Booking you will be entitled to a refund of all payments you have made to us towards the Booking;

(b) for circumstances where you cancel the Booking and you are entitled to a refund, see clause 10.3.

(c) for circumstances where you cancel the Booking and you are not entitled to a refund, see clause 10.4.

10.2 How to cancel the Booking

To cancel the contract you must email us at info@thebucketlust.org providing the name of the Lead Booker and the Booking reference number. The date on which you notify us of your wish to cancel the Booking will be the Cancellation Date.

10.3 Cancelling the Booking where a refund is payable

(a) The Booking will end immediately and you will be entitled to a refund of all Refundable Sums if you cancel the Booking where:

- (i) we make a major change to these Terms which you do not agree to;
- (ii) you have a legal right to end the contract because of something we have done wrong;
- (iii) we are unable to accept your order (see clause 3.4);
- (iv) we make major changes to the Booking (see clause 7.2(b));

(b) The Booking will end immediately and you will be entitled to a refund of all sums paid to us towards the Booking if you cancel the Booking where:

- (i) we increase the Booking Price by more than 15% within five days of the Booking being made (see clause 4.12(d))

10.4 Cancelling the Booking where a refund is not payable

The Booking will end immediately and you will not be entitled to any refund if you cancel the Booking where we are not at fault and under the circumstances specified at clause 10.3.

10.5 Refundable Sums

Refundable Sums is calculated as the Booking Price minus the Cancellation Fee (see clause 10.6).

10.6 Cancellation Fee

If you cancel the Booking the cancellation fee set out in the table below, calculated as a percentage of the Booking Price, shall apply (the "Cancellation Fee"):

	Cancellation Date	Cancellation Fee (% of Booking Price)
Band 1	Within 24 hours of making the Booking	0%
Band 2	After Band 1 until 135 days prior to the Booking Start Date	20%
Band 3	After Band 2 until 80 days prior to the Booking Start Date	60%
Band 4	After Band 3	100%

10.4 Supplier's cancellation fees

If you want to end the Booking before it is completed where we are not at fault, you will also be liable for any cancellation fees imposed by Suppliers and any other costs incurred by TBL. TBL may use any payments you have already made to cover any such cancellation fees. TBL shall take reasonable

steps to make sure all costs and fees are kept to a minimum and mitigated where possible. Supplier Terms detailing any cancellation fees are displayed on the TBL Website and you may email us at info@thebucketlust.org to be sent a copy.

10.5 Cancellation administration fee

In the event any Refundable Sums are due to you under these Terms, TBL reserves the right to apply an administration fee equivalent to 5% of the value of the total of the Refundable Sums. If TBL exercises this right, the administration fee shall be withheld by TBL and will not be paid to you.

10.6 Chargebacks

Without prejudice to your statutory rights, TBL strongly advises against you issuing a so-called 'chargeback' or other claim in accordance with section 75 of the Consumer Credit Act 1974 ('Chargeback') without first contacting TBL. TBL is committed to excellent customer service and has in place robust cancellation and variation policies as described in these Terms so there is no need for you to issue a Chargeback. In the unlikely event you do issue a Chargeback, TBL reserves the right to apply an administration fee equivalent to 5% of the value of the total of the Chargeback. If TBL exercises this right the administration fee shall either be withheld by TBL and will not be paid to you, or shall be applied to any consecutive invoice issued by TBL. TBL will take formal legal action against you if you issue a Chargeback in a fraudulent manner to avoid paying any cancellation fees or administration fees under these Terms and conditions.

10.7 How we will refund you

Refundable Sums will be paid to you by direct bank transfer for which you must provide the details of a bank account that is able to receive an international bank transfer from us. Alternatively, you may opt to receive a credit against a future booking.

10.8 When your refund will be made

Refundable Sums due to you will be paid within 28 days of your written notification to us of your wish to cancel the Booking.

11. PROVIDING THE PRODUCTS

11.1 What will happen if you do not give required information to us

We will need certain information from you prior to the Booking Start Date so that we can provide your Booking. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract under clause 8 or make an additional charge of EUR 100 to compensate us for any extra work that is required as a result. We will not be responsible for providing the Booking or supplying the products or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

11.2 We may suspend your Booking if you fail to pay

If you do not pay us for your Booking according to the Payment Plan we may suspend provision of the Booking until you have paid us all outstanding amounts. We will contact you to tell you we are suspending provision of the Booking. As well as suspending the Booking we can also charge you interest on your overdue payments.

12. OUR RESPONSIBILITIES

12.1 We are responsible to you for foreseeable loss and damage caused by us

If we fail to comply with these Terms we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both us and you knew it might

happen (for example, if you discussed it with us during the sales process).

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so

This includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for a breach of your legal rights. TBL will not be liable where any failure was due to:

- (a) the acts and omissions of the person(s) affected;
- (b) the acts and omissions of a third party not connected with the provision of your Booking and which were unforeseeable or unavoidable;
- (c) unusual and unforeseeable circumstances beyond our control (for example, adverse weather conditions and congestion), the consequences of which could not have been avoided even if all due care had been exercised; or,
- (d) an unusual event which either ourselves or the Supplier in question could not have foreseen or avoided even with all due care.

12.3 TBL's liability is, in all cases save for those excluded under clause 12.2, limited to the Booking Price. Any compensation received by you from Suppliers will be deducted from any sum paid to you as compensation by us.

12.4 TBL will not be liable for the compensation of any lost travel expenses or the reimbursement of any travel expenses.

12.5 You are obliged to assist TBL in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require to achieve such recovery of third party compensation.

12.6 TBL is not responsible for organising activities and excursions that are not included in the Booking (see clause 4.12). Such activities and excursions will not form part of the Booking. We are not responsible for anything that happens (such as illness or injury) rising out anything that does not form part of the Booking.

12.7 Other than as is detailed in these Terms, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your Booking.

12.8 By accepting these Terms you also accept the General Waiver at Schedule 1.

12.9 TBL accepts responsibility that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable endeavours to perform our contractual obligations to you using reasonable skill and care according to the laws and regulations of the country where your holiday takes place.

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

12.11 Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of TBL in the discharge of their duties and obligations under these terms and conditions.

12.12 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 TBL will have to pay you will be limited in accordance with any relevant international conventions.

13. YACHT DEPOSIT, SUPPLIER CHECK-IN AND SUPPLIER CHECK-OUT

13.1 As a condition to being able to charter the yacht provided comprised in your Booking, the Supplier will require a security deposit to cover the costs of additional cleaning, loss, or damage caused to the yacht (the “**Security Deposit**”). This will be refunded (less any sums deducted by the Supplier) at the end of the event. Payment can usually be made by credit or debit card, although some yacht charter companies accept cash only.

13.2 All Security Deposit payments and matters shall be strictly between you and the Supplier. TBL cannot accept any liability for the loss of the Security Deposit.

13.3 As a condition to being able to charter the yacht comprised in your your Booking you will be required to accept the Supplier’s Terms at check-in.

13.4 TBL makes no representation regarding any yacht’s seaworthiness or the state of any ancillary equipment. All such representations may only be made by the Supplier.

13.5 As a minimum, the Lead Booker and the individual who paid the deposit (unless they are the same person) must be present at check-out with the Supplier. If absent, should the Supplier deduct any sums from your Security Deposit, the skipper will not be in a position to argue any costs not attributable to them and will be forced to sign off on the damages in order to proceed with the check-out. As a result, the crew risk losing their Security Deposit and TBL cannot accept liability for the return or loss of such monies.

13.6 Some Suppliers may offer the option to pay a non-refundable deposit in place of the refundable Security Deposit. The non-refundable deposit will be a lesser sum than the refundable Security Deposit, however, 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.

14. EVENT ITINERARY

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

15. PASSPORTS AND VISAS

15.1 It is the responsibility of the the Crew to have valid travel documents to visit the country in which your Booking is performed. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.

15.2 TBL cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the Booking made through TBL.

16. TRAVEL INSURANCE

16.1 TBL does not sell or organise travel insurance. You must buy travel insurance before going on your Booking. 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 that you are going to be participating in. We strongly recommend your insurance covers cancellation, personal liability and loss of personal property. It is a condition of your Booking that you have a suitable travel insurance policy in place. TBL accepts no liability to those who travel without travel insurance in breach of this clause. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.

16.2 In the event of your withdrawal from the Booking either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

17. YOUR BEHAVIOUR AND RESPONSIBILITIES

17.1 If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of the skipper, chef or any other TBL representative, TBL reserves the right to immediately cancel your Booking without paying you any refund whatsoever. This means, among other things:

- (a) your skipper and chef could refuse to continue to work;
- (b) you may be required to leave a yacht you have booked at any time during your Booking.. From this point onwards you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased; and
- (c) we reserve the right, in our absolute discretion, to ban you from any future TBL event.

17.2 External speaker systems are not permitted on our events without the express written permission of TBL. Music must not be played in marinas or public places after the time specified by a TBL representative, the marina staff or as set out by the rules of the marina.

17.3 The nature of some of the activities you may choose to participate in during your Booking may involve a degree of personal risk. You accept these risks and accept that you are responsible for your own actions. In accepting these Terms you accept full responsibility for any damage, loss or expense caused by you or any person named on your Booking.

17.4 TBL acknowledges that you may wish to consume alcohol. You must, however, do so responsibly and TBL accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.

17.5 TBL operates a zero tolerance drug policy. If you are found in possession of illegal substances, TBL reserves the right to cancel your booking without paying you a refund. This means (among other

things) that you could be made to leave the yacht you have booked at any time during your Booking and that you could be banned from all TBL events in future.

17.6 You accept that the skipper is in charge of your yacht at all times. The skipper will make decisions on behalf of the yacht and its Crew based on safety, the general consensus of the Crew and local knowledge and experience of conditions and circumstances. TBL will not be liable for any itinerary changes made by the skipper in the interests of safety and guest experience.

17.7 You are solely responsible for your personal possessions and property. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. TBL 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.

18. IMAGE COLLECTION

18.1 TBL may collect still and video images of you during the course of your Booking for advertising and promotional purposes. By booking through TBL you agree that such images may be collected and used by TBL however TBL sees fit, including the commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that TBL will retain ownership of all rights in connection with such images.

18.2 TBL reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in clause 18.1. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by TBL to capture content for any authorised purpose, whether for commercial or personal use.

18.3 If you do not wish to be on camera or video this should be brought to the attention of TBL by sending an email to info@thebucketlust.org before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.

18.4 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 from TBL, you agree and guarantee that you will not under any circumstances use any content captured under this clause for any commercial purposes whatsoever; this does not prevent you from using content captured under this clause for your own personal uses and across your personal social media channels only. Where you breach this clause 18.4, TBL reserves the right to enforce removal of this content.

19. DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

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

19.2 If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

19.3 TBL has a duty to make reasonable adjustments for any disabled passengers who wish to attend

one of our events. In deciding what is a reasonable adjustment DAY 8 will take into consideration a variety of factors including but not limited to the cost of making these changes and how practical these changes are. Should, in TBL's sole and reasonable discretion, the implementation of any such changes to accommodate you is not considered to be reasonable, TBL reserves the right to refuse or cancel your booking in accordance with the Equality Act 2010.

20. DATA PROTECTION

20.1 TBL will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, payment processing, customer services, customer profiling, analysing your purchasing preferences, and improving services. TBL 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 TBL holds about you, for which TBL may charge a small fee, and to correct any inaccuracies in your information.

20.2 TBL maintains a Privacy Policy which may be viewed on TBL website. By booking through TBL you agree to the terms of that Privacy Policy.

20.3 We will only give your personal information to third parties where either it is necessary to do so to provided the Booking or where the law either requires or allows us to do so.

21. OTHER IMPORTANT TERMS

21.1 We may transfer this agreement to someone else

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

21.2 You need our consent to transfer your rights to someone else

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

21.3 Reselling

TBL does not permit the reselling of its products without prior written consent. If you believe your booking may have been resold in breach of these Terms please contact us as soon as possible.

21.3 Nobody else has any rights under this contract

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

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

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

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

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

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

These Terms are governed by English law and you can bring legal proceedings in respect of the

products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

SCHEDULE 1

GENERAL WAIVER

1. WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE & INDEMNITY AGREEMENT

Please ensure that you read this document in full before booking. The words including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. THE NATURE OF THIS AGREEMENT

2.1 This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve The BucketLust Ltd (**TBL**), its principals, directors, officers, employees, guides, instructors, agents, representatives, affiliates, suppliers, and distributors (**Releasees**) from liability for property damage or other claims that may result from my being an individual who wishes to engage in the sport and activities of sailing and/or water sports (**Participant**) in the sport and activities of TBL specifically group sailing trips and water sports in general.

2.2 In consideration of being permitted to participate in any way in the sport and activities of sailing, and having voluntarily elected to participate, I, as a Participant, covenant and agree to the terms and conditions contained in this agreement.

3. ASSUMPTION OF RISK

3.1 I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of sailing and other water sports. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant including the potential for partial or total disability, paralysis and death, and while personal discipline can minimise this risk, the risk of serious injury does always exist.

3.2 I acknowledge there is a risk that my personal property including clothing, jewellery and other equipment can get lost, damaged or destroyed.

3.3 I acknowledge that the consumption of any alcohol and/or mind altering substances (which may or may not include illegal or prohibited substances) before boarding or on board a sea-going vessel, whether or not at sea, is dangerous and is likely to increase the risk of personal injury and damage to property. I consume any alcohol and/or mind altering substance at my own risk and I freely assume this risk.

3.4 I further acknowledge that the consumption of any food and/or drink before boarding or on board a sea-going vessel, whether or not at sea, carries with it the risk of poisoning, for example, food poisoning and alcohol poisoning. I consume any food and/or drink at my own risk and I freely assume this risk.

3.5 I recognise that these risks and dangers include those arising from participating in an outdoor environment and being exposed to the elements (including the sea, wind and cold), general strain injuries from sailing, and collisions (with rocks, other yachts and vessels or any other objects). I further acknowledge that these risks may arise from the conditions and use of equipment provided by or obtained for my use by the Releasees. In any event I understand that these risks and dangers may be caused by my negligence or the negligence of the Releasees.

3.6 I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from:

- (a) the performance or failure to perform any maintenance, inspection, supervision or control of equipment supplied to me;

- (b) the failure to warn me of dangerous conditions existing during a sailing trip or excursion;
- (c) the selection or retention of certain employees, workers and agents of the Releasees; and,
- (d) the failure of the Releasees or their agents to provide me with adequate supervision or instruction.

3.7 I understand and agree that all of the risks and dangers described throughout this agreement including those caused by my negligence or the negligence of the Releasees' are included within the waiver and release described herein. I knowingly and freely assume all such risks, both known and unknown.

3.8 Nothing in this agreement is intended to release the Releasees from liability for death or personal injury caused by the negligence of the Releasees.

4. RELEASE AND DISCHARGE

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

5. INDEMNITY

I shall defend, indemnify and and hold harmless the Releasees from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including legal fees brought as a result of my participation and to reimburse the Releasees for any such expenses incurred. I agree that this agreement may be pleaded as bar to any claims, actions, suits or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

6. SEVERABILITY

I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted under English law and that if any portion thereof is held invalid it is agreed that the remainder shall continue in full legal force and effect.

7. BINDING ON SUCCESSORS

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

8. JURISDICTION

This agreement shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).