

# SOMERSET WHITE

## US TERMS AND CONDITIONS OF MEMBERSHIP

These terms and conditions (the "Terms and Conditions") should be read carefully by the Member as they provide the legal framework against which the Company agrees to provide Services to the Member and to which the Member agrees to be bound by.

### **1. Definitions and Interpretation**

- 1.1. In these Terms and Conditions the following definitions shall apply, unless the context requires otherwise:
  - 1.1.1. "Agreed User" means a specified individual within a Member's family or personal staff as named on the Membership Application Form by the Member (or as subsequently communicated by the Member to the Company in writing) as having such Member's express authority to instruct the Company to provide Services on the Member's behalf;
  - 1.1.2. "Business Day" means a day other than a Saturday, Sunday or public holiday in the United States when banks in New York are open for business, with the exception of the Company closure dates over the Christmas period, which may be amended with due notice, yearly;
  - 1.1.3. "Company" means Somerset White LLC, a limited liability company organized under the laws of the State of Delaware and registered in the State of New York, with a principal place of business located at 379 West Broadway, 2<sup>nd</sup> Floor, New York, NY 10012;
  - 1.1.4. "Deposit" has the meaning given to it in section 7.1;
  - 1.1.5. "Effective Date" has the meaning given to it in section 2.1;
  - 1.1.6. "Employee" has the meaning given to it in section 12.1;
  - 1.1.7. "Expense Account" has the meaning given to it in section 7.1;
  - 1.1.8. "Force Majeure" means any event or circumstances which we or the Supplier of the Services in question could not avoid. Such events and circumstances may include, but are not limited to, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, acts by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics / pandemics or the threat thereof, adverse weather conditions, fire and all similar events outside our control.
  - 1.1.9. "Goods" means any goods purchased by or supplied to the Company on behalf of a Member and subsequently provided to the Member under these Terms and Conditions, which goods shall be deemed to have been purchased by the Company as agent for the Member;
  - 1.1.10. "Group" means in relation to a company, that company, any subsidiary, affiliate, division, parent or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
  - 1.1.11. "Main Account" means the Company's bank account, details of which can be found on any invoice issued by the Company to a Member;

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- 1.1.12. "Member" means the person or company named on the Membership Application Form or, in the absence of a Membership Application form, the individual the Services are provided to in connection with any Membership where acceptance of an application has been communicated to the Member by the Company;
- 1.1.13. "Member Confidential Information" has the meaning given to it in section 11.1.1;
- 1.1.14. "Member ID" means a Member's proof of address and proof of identity in a form acceptable to the Company as set out in the Membership Application Form;
- 1.1.15. "Member Profile" means the member profile information document provided by the Company for completion by the Members;
- 1.1.16. "Membership" means the right of a Member to receive Services provided by the Company consistent with these Terms and Conditions, upon payment of all sums due by the Member and the satisfaction of all other conditions precedent to Membership. For the avoidance of doubt, reference to the word 'Membership' shall include all types of membership: including, but not limited to, Standard Membership, Short Term Membership and Subscription Membership or those who are made honorary members, unless specified otherwise in any section herein;
- 1.1.17. "Membership Application Form" means the application form completed by an applicant in applying for Membership;
- 1.1.18. "Membership Fee" means the fee charged by the Company to the Member for Membership as set out in the Price Guide which varies as per each type of Membership, or as otherwise specifically agreed between the Member and the Company;
- 1.1.19. "Package(s)" are purchases of a certain number of hours' worth of the Company's time to perform a fixed amount of Services and/or have made a payment for a retainer to the Company to perform Services in accordance with the type of Membership;
- 1.1.20. "Payment Card" means the credit card(s) or debit card(s) in the Member's name or belonging to an account controlled by the Member;
- 1.1.21. "Personnel" has the meaning given to it in section 11.3;
- 1.1.22. "Price Guide" means the schedule detailing the Service Fees and other fees chargeable by the Company to any Member in connection with the Membership and the provision of Services, as amended by the Company from time to time, a copy of which is available on request;
- 1.1.23. "Quarter" means every three month period from the Effective Date;
- 1.1.24. "Privacy Policy" means the Company's Privacy Policy, as amended by the Company from time to time;
- 1.1.25. "Renewal Date" has the meaning given to it in section 3.2.2;
- 1.1.26. "Service Fees" means the fees and rates charged by the Company to the Member in connection with the provision of Services, as set out in these Terms and Conditions and the Price Guide;
- 1.1.27. "Services" means any services provided by the Company or any member of its Group to the Member or sourced by the Company from a Supplier for the Member and subsequently provided to a Member under the Terms and Conditions including the purchase of Goods on behalf of the Member;
- 1.1.28. "Short Term Membership" means access of the Member to the Services for six months or a term otherwise agreed in writing between the Member and Company of less than one year;

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- 1.1.29. "Subscription Membership" means access of the Member to the Services for a certain amount of hours per Quarter as determined by the Package purchased for the minimum term of six months;
- 1.1.30. "Sold-Out Event" has the meaning given to it in section 6.12;
- 1.1.31. "Standard Membership" means annual access of the Member to the Services for a one-year term, subject to renewal as set forth herein;
- 1.1.32. "Supplier" means any third-party supplier with whom the Company deals in sourcing the Services as agent on behalf of the Member.
- 1.2. In these Terms and Conditions the following rules of interpretation shall apply:
- 1.2.1. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa;
- 1.2.2. the schedules referenced in or annexed to these Terms and Conditions shall form part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to these Terms and Conditions includes the schedules, which shall be governed by these Terms and Conditions.
- 1.2.3. A reference to "in writing" or "written" includes email but not fax;
- 1.2.4. any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof;
- 1.2.5. a reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established, including its parent, affiliate or division;
- 1.2.6. a reference to a "parent company," "holding company" or a "subsidiary" means (a) with respect to a U.K. body or entity, means a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006, or (b) with respect to a U.S. body or entity, means (i) with regard to a "subsidiary," any person or entity, directly or indirectly, controlled by the Company, and (ii) with regard to a "parent company," any person or entity controlling, directly or indirectly, the Company. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;
- 1.2.7. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.8. any words following the terms "including", "include", "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; and
- 1.2.9. the headings of sections are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

## **2. Membership**

- 2.1. Within 14 days of receipt of a completed Membership Application Form, the Company will decide whether the application has been approved. The Company has absolute discretion to accept or reject any application for Membership and is not obliged to act reasonably in doing so. Subject to section 2.1, below, the Company will notify a prospective Member by email whether an application has been approved or denied. The Company is under no obligation to disclose its reasons for rejecting an application.

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- 2.2. Notwithstanding that the Company has notified the Member that their application has been approved, the Company shall not be deemed to have accepted the Membership of an applicant until (i) payment of the full Membership Fee in cleared funds; (ii) the Member ID; and (iii) the Member has provided its passport, address details and other information reasonably requested as part of our 'Know Your Client' procedures following receipt of which Membership shall commence on the date determined by the Company (the "Effective Date"). The Member acknowledges and agrees that commencement of Membership shall be subject to any waiting list and therefore the Effective Date may not be immediate. The Member will also be asked to complete the Member Profile at the earliest convenience. The Member acknowledges that delays or failure to complete the Member Profile may result in delays to the Services.
- 2.3. Acceptance by the Company of an application for Membership constitutes a binding contractual agreement between the Company and the Member or Agreed User upon these Terms and Conditions commencing on the Effective Date.
- 2.4. Membership is personal to the Member and the Member may not transfer, assign, pledge or hypothecate its rights and/or obligations under these Terms and Conditions.
- 2.5. The Company reserves the right to request further or additional Member ID at any time during the term of the Member's Membership. Failure to comply with such a request will be considered a material breach for the purposes of section 8.1.1, below.
- 2.6. The Company may assign, transfer, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions at any time so that a different organisation is responsible for supplying the Services. The Company shall give Members at least 7 days' prior written notice of such intention to assign, transfer, subcontract, delegate or otherwise deal (save that the Company shall not be required to give the Member such notice in the case of a solvent reorganisation of the Company or its Group).
- 2.7. In the case of the death of a Member, the Member's personal representatives must notify the Company of the Member's death. The Membership shall automatically cease upon a Member's death. Membership shall not be transferrable by inheritance or by operation of law. The Member shall be entitled to a refund of the unused balance of the Membership Fee, less deductions for Service Fees invoiced and outstanding or relating to Services performed but not yet invoiced, to the Member's personal representatives in accordance with section 5.3, below, upon receipt of documentation requested by the Company.

### **3. Membership Fees and Renewals**

- 3.1. The Membership Fee shall be payable by a Member irrespective of the Member's level of use of the Services or any changes in the Member's personal circumstances, such as moving to another city or country.

#### **3.2. Standard Membership**

- 3.2.1. The Membership Fee is fixed for the first year of Standard Membership. The Company will notify the Member of any increase in the Membership Fee not less than 28 days before each anniversary of the Effective Date. The Member may cancel its Membership by sending written confirmation of cancellation to the Company within 14 days of receipt of such notification.
- 3.2.2. Standard Membership is renewed automatically for a term of one year on each anniversary of the Effective Date (the "Renewal Date") at the then applicable Membership Fee unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions.

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- 3.2.3. Where the Standard Membership is renewed, the Membership Fee shall be payable, in advance, in either equal quarterly installments or monthly installments, as agreed between the parties, which shall, at Company's option, be payable via direct debit pursuant to the Payment section 5. The first installment is due on the Renewal Date and, unless a monthly installment plan is implemented, subsequent installments are due quarterly thereafter (each a "Payment Date"). Where a Payment Date falls on a day other than a Business Day, the Payment Date shall be deemed to be the next Business Day. The Member agrees to complete a direct debit mandate for the purposes of payment of the Membership Fee and any additional expenses they have agreed to in advance, and to execute any documents required by the payor or payee financial institution to effectuate the purposes of this section 3.2.3.
- 3.2.4. Save where the Company gives its prior written consent, it will not accept payment of the Membership Fee by any method other than that stated in section 3.2.3, above.
- 3.2.5. If the Membership Fee or any installment remains unpaid after a Payment Date, any and all monies owing to the Company under these Terms and Conditions shall, at the Company's option, become due and payable immediately. Such monies include any unpaid balance of (i) the Service Fees, and (ii) the Membership Fee in respect of the Member's current year of Membership.

### **3.3. Short-Term Membership**

- 3.3.1. The Membership Fee for Short-Term Membership is payable in advance and is non-refundable, in accordance with the Services Fees and Payments sections below.

#### **Subscription Membership**

- 3.4.1 No Membership Fee is payable for the Subscription Membership - however there is a non-refundable set-up fee as detailed in the Price Guide. The Service Fees purchased as part of a Package are payable in accordance with the Services Fees and Payments clauses below.
- 3.4.2 Subscription Memberships are for a minimum term of six months and are renewed for another Quarter automatically unless notice is given in accordance with clause 8.4.

## **4. Service Fees**

- 4.1. Unless otherwise agreed in writing, Services are provided on the basis of an hourly rate, plus all applicable taxes where applicable, which varies according to the day, time and location of the provision of Services as well as by reference to the individual within the Company providing them (the "Rate"). The Rate is charged in 15 minute units (for example, if the duration of the Services is 20 minutes, the Member will be charged two 15 minutes units). Full details of the Rate are found in the Price Guide.
- 4.2. During Standard Memberships only, any amendments to the Rate will be communicated to the Member in writing no later than 28 days prior to the intended implementation of an amended Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving notice of cancellation to the Company within 14 days of the date of such notification. The Company will reimburse the Member in respect of the unexpired portion of the Membership Fee in accordance with section 5.3, below. Such reimbursement will be arranged by the Company within 28 days following receipt of the notice of cancellation from the Member. For the avoidance of doubt, in the absence of a notice of cancellation, a Member's continued use of the Services shall constitute acceptance of the amended Rate.
- 4.3. In relation to Packages, the Company shall invoice the Member in advance. Invoices must be paid by the Member in advance of the Company providing the Services in relation to the Package.

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- 4.4. In relation to Packages purchased as part of a Subscription Membership, the Member agrees to complete a direct debit mandate to allow for Service Fees as part of the Package to be paid by Quarterly direct debit.
- 4.5. Subject to 4.3 and 4.4 above and unless agreed otherwise, the Company shall issue annual, monthly or Quarterly statements according to Membership in respect of the Service Fees to the Member. Service Fees shall be paid by way of direct debit within 30 days from the month in which the statement is sent to the Member.

## 5. Payments

- 5.1. Members shall pay all amounts due to the Company, whether in respect of the Membership Fee, Service Fees, Packages or otherwise, in full without any discount, deduction, set-off or abatement whatsoever, either by direct debit or in advance by way of bank transfer. If the Member fails to make any payment when due then, without limiting any other right or remedy available to the Company, the Company may, at its sole option:
  - 5.1.1. suspend the Membership of the Member until such outstanding payment is settled, thereby preventing the Member from using the Services;
  - 5.1.2. cancel the Member's Membership pursuant to section 8.1.2, below, and refund the balance of the Membership Fee to the Member in accordance with section 5.3, below. Where such cancellation of Membership occurs, the Company cannot ensure that such Member will be re-admitted as a Member at any time following cancellation; and/or
  - 5.1.3. charge the Member interest on all overdue payments until payment is received in full (and both after as well as before judgment) at the annual rate of the lesser of 4% (four percent) above the prime rate published by JP Morgan Chase & Co. from time to time (adjusted monthly and compounded daily) or (b) the maximum rate of interest allowed by applicable law. For the avoidance of doubt, this charge is applicable to all Memberships.
- 5.2. Payments made by credit or debit card may be subject to handling fees as detailed in the Price Guide.
- 5.3. Any refund of the Membership Fee in relation to a Standard Membership under these Terms and Conditions will be calculated on a pro rata basis in respect of the unused period of Membership comprising whole calendar months.
- 5.4. In relation to Packages which specify a total number of hours' worth of Services included within the Package price, any additional hours incurred by the Company in relation to the Services in excess of the Package shall be charged to the Member in accordance with the Rate as detailed in the Price Guide and a statement shall be provided monthly which is payable by the Member when invoiced by direct debit, but in no event later than 30 days of receipt of statement.
- 5.5. No refund shall be made in relation to Packages and whether or not all hours of the Package have been utilized, they will no longer be able to be utilized by the Member after either the expiry of the Membership or six months after the Package is purchased, whichever is the earliest. For Subscription Memberships, hours that have not been utilised in one Quarter may not be carried over to the next Quarter. For Corporate and Virtual Memberships, hours that have not been used in one month may not be carried over to the next month. For Short Term Memberships and Standard Memberships any hours not utilised will no longer be able to be utilised by the Member after either the expiry of the Membership of six months after the Package is purchased, whichever is the earliest.

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## 6. Services

- 6.1. The Company will provide the Services to the Member in accordance with the Member's requests, provided that all requests are, (to be determined at the sole discretion of the Company), for reasonable and lawful lifestyle services in respect of the personal needs of the Member.
- 6.2. The Company shall use reasonable efforts to meet agreed upon timescales for delivery of Services but such timescales shall be estimates only and time shall not be of the essence for the performance of any Services.
- 6.3. The Company is entitled to act on instructions received from an Agreed User as if they were instructions received directly from the Member. The Member may appoint no more than three (3) Agreed Users, unless otherwise agreed in writing by the Company.
- 6.4. Schedule 1 will apply to party and event organization.
- 6.5. Schedule 2 will apply to travel and travel related services.
- 6.6. Schedule 3 will apply to recruitment services.
- 6.7. The provision of certain Services, for example, large event organisation or property searching, may be supplemented by additional terms and conditions and fees, the details of which will be sent to Members upon requesting such Services. The provision of such Services will not commence until such additional terms and conditions have been agreed and duly signed by the Member.
- 6.8. The Company reserves the right to:
  - 6.8.1. refuse to provide any Service requested; and/or
  - 6.8.2. withdraw from the continuation of any Service; provided that the Company informs the Member of any refusal or withdrawal as soon as reasonably practicable.
- 6.9. The Company may utilize any member of its staff to deliver the Services, alongside any Supplier. If a Member requests a particular member of the Company's staff to deliver the Services, the Member may be required to pay additional charges which shall be communicated to the Member prior to commencement of the Services that have been requested.
- 6.10. Except where Services are to be provided by the Company or any member of its Group, the Company will consult with Suppliers to procure the Services to be provided to the Members. The Company will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate in the circumstances for the Member to contact the Supplier directly, in which case it will advise the Member accordingly.
- 6.11. Suppliers will impose their own terms and conditions in providing the Services and Members shall comply with such terms and conditions. Unless otherwise agreed by the Supplier, a Member shall not be entitled to cancel any Service requested where, on a Member's instructions, performance has already begun. Any charge imposed by Suppliers in connection with a cancellation of Services shall be borne exclusively by Member. Member shall indemnify and hold the Company harmless from and against any charges, costs, damages, expenses (including attorney's fees) incurred by the Company on account of a claim or threatened claim or charge asserted by a Supplier against the Company arising out of or relating to Services requested on a Member's behalf.
- 6.12. Where the Company receives instructions from a Member to obtain tickets to a sold-out event or where tickets are otherwise unavailable to the general public or specific types of tickets are unavailable (the "Sold-Out Event"), the Company will liaise with Suppliers to source and purchase such tickets. Members acknowledge and agree that such tickets may be purchased at a premium to their face value.

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- 6.13. Where tickets are purchased by a Member knowing only a general area of the seats and not the specific seat number, the Member acknowledges that the Company has given all the information available to it at that time and that they will not hold the Company liable for any dissatisfaction of the exact location of those seats.
- 6.14. Where tickets to a Sold-Out Event have been purchased pursuant to section 6.12, above, and the Sold-Out Event is subsequently cancelled for any reason, Members acknowledge and agree that any reimbursement will be subject to the terms and conditions of the Supplier and limited solely to the face value of such tickets.
- 6.15. Where a Member decides to cancel tickets arranged on the Member's behalf by the Company, the Company shall be under no obligation to arrange refunds of: (i) the price paid for the tickets and any booking fee; or (ii) the cost of any ancillary expenses involved in purchasing the tickets.
- 6.16. Without prejudice to a Member's statutory rights, where the Company, as principal, sources and arranges the supply of Goods which are made to a Member's personal specifications or are perishable in nature, such Goods will not be returnable by Members under any circumstances.
- 6.17. Where a Member requests the Company to purchase Goods on its behalf, the Member agrees that the purchase of such Goods will be arranged by the Company as agent for the Member and accordingly any contract of purchase will be entered into between the Member and the relevant Supplier.
- 6.18. Upon a Member's request, the Company shall provide advice and recommendations to the Member in relation to Suppliers. The Company provides genuine recommendations and although the Company may receive commissions or referral fees from Suppliers as a result of a Member's decision to use that Supplier and the Member agrees that the Company may retain such commissions and referral fees, this does not influence the Company's decision to recommend a particular supplier. It is the Company's policy that such fees or commissions do not result in a higher than market value price being paid by the Member.
- 6.19. Where a Member requests that the Company purchases Goods on the Member's behalf, the Member agrees that the Company may charge mark-up fees, handling charges and any other reasonable fees incurred in the purchasing of such Goods to the Member (for example, when the Company has a trade account with a Supplier or has sourced a 'sold out' item). Such fees will be communicated to Members at the time the request is made to the Company and included in the Service Fees invoice, along with the cost of the Goods. The risk of loss or damage to the Goods will pass to the Member upon their delivery to the Member and title will pass upon receipt by the Company from the Member of payment for the Goods (including any charges or fees). The Company give no warranties as to the quality, fitness for a particular use or otherwise of the Goods so acquired by it on the Member's behalf and the Member agrees that the Company shall not be responsible or held liable for any defect or issue in relation to such Goods.
- 6.20. Where a Member requests that the Company takes receipt of Goods or any other delivery to be made to the Company's office on the Member's behalf, the Company cannot be held responsible for any charges, taxes, levies or fees made in respect of any delivery or any Goods. The Member agrees to immediately pay any associated charge, tax or levy on any delivery or receipt of Goods by the Company (whether such charge is invoiced to the Member or Company).

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## 7. Payments to Suppliers

### *Expense Account*

- 7.1. The Company offers an Expense Account facility (the "Expense Account") to each Member at no extra charge. From time to time, the Company may request that Members make a Deposit to the Expense Account. Where a Deposit to the Expense Account is not made as requested, the Company may decline to provide any further Services to the Member until the Member has made the required Deposit to the Expense Account.
- 7.2. If the Member fails to make the required Deposits on the specified date as requested by the Company then, without limiting any other right or remedy available to the Company, the Company may suspend the provision of any Services to the Member.
- 7.3. A Member may at any time request that the balance of any monies contained in the Expense Account be repaid by the Company. Such a request must be in writing and signed by the Member subject always to any legal obligations of the Company, the Company will repay the balance of any monies in the Expense Account to the Member within 14 days of receiving the written request to repay.
- 7.4. The Company may use the monies contained in the relevant Member's Expense Account in order:
  - 7.4.1. to make payments to a Supplier on the Member's behalf; and/or
  - 7.4.2. upon consent of the Member to pay an invoice; and/or
  - 7.4.3. upon termination or cancellation of this Agreement, or upon monetary default by the Member, use all or a portion to pay any and all amounts due and owing to the Company by the Member.
- 7.5. Upon expiry and/or termination of any Membership, should monies be left in the Client Expense Account, the Company will make all reasonable attempts to return any remaining monies. After exhausting all reasonable attempts to return such monies, after a period of three years from the date of expiry and/or termination of any Membership, the Company shall be entitled to keep such monies in its account and make no further attempts to return the monies to the Member.
- 7.6. A complete breakdown of all movements into and out of the Expense Account during each calendar month will be provided in a statement of account which will be sent to Members within 14 days of the end of each month.
- 7.7. In relation to any deposit made to a Member's Expense Account or the Main Account, the Company reserves the right to ask for, and the Member agrees to provide, details of the transferring bank account or other source of funds.

### *Payment Card*

- 7.8. If: (a) the Member does not have an Expense Account; or (b) the Member's Expense Account does not contain sufficient funds to pay a Supplier; or (c) the Member requests that the Company uses the Member's Payment Card for a particular transaction, the Member hereby authorises the Company to use a Payment Card to make payments to Suppliers on the Member's behalf on condition that a Member has requested and authorised the Company to do so and confirmed which Payment Card is to be used. The Member acknowledges, warrants and agrees that:
  - 7.8.1. the Company shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card information by such Supplier;
  - 7.8.2. the Payment Card used will be that of the Member or authorised employee; and
  - 7.8.3. the Payment Card will, at all times, be funded by sufficient funds to cover in full the cost of the goods or services supplied by the Supplier.

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- 7.9. If the Member does not wish the Company to use a Payment Card or wishes the Company to use an alternative payment method to a Payment Card for the payment of certain Suppliers, the Member must notify the Company at the time of requesting the relevant Services.
- 7.10. From time to time a Member may instruct the Company to make a restaurant reservation or other commitment on his or her behalf. Where such reservation or commitment is subsequently cancelled by the Member, the Member authorizes the Company to deduct the amount of any deposit forfeited by the Company as a result of such cancellation from the Member's Expense Account or card on file.

## **8. Cancellation and Suspension of Membership**

### *Cancellation by the Company*

- 8.1. Without affecting any other right or remedy available to it, the Company reserves the absolute right to cancel the membership of any Member (at its sole discretion) with immediate effect in the following circumstances:
- 8.1.1. where a Member commits a material or repeated breach of these Terms and Conditions and the breach, if capable of remedy, is not remedied to the Company's satisfaction within 7 days of receipt of a default notice;
  - 8.1.2. if any part of the Membership Fee, Service Fees, Packages or payment to be made to a Member's Expense Account remains unpaid 30 days after its due date for payment; or
  - 8.1.3. if a Member provides the Company with details which the Member knows to be false when applying for membership;
  - 8.1.4. the Company becomes aware, or reasonably suspects, the Member is or has engaged in illegal activity; or
  - 8.1.5. the Member is abusive towards any member of staff of the Company or any third party's working with the Company to deliver the Services to the Member.

If the Company terminates for any of the reasons in this section 8, the Company reserves the right to retain a proportion of the money deposited under these Terms and Conditions to cover any reasonable costs incurred, including legal fees and expenses.

- 8.2. Without affecting any other right or remedy available to it, the Company may cancel a Standard Membership, without cause, upon not less than three months' written notice to the Member.
- 8.3. Without affecting any other right or remedy available to it, the Company may cancel a Short-Term Membership upon giving not less than two week's written notice to the Member.

### *Cancellation by the Member*

- 8.4. Subject to clause 8.5:
- 8.4.1. A Member on a Standard Membership shall not be entitled to cancel a Standard Membership until the end of the then current 12-month term..
  - 8.4.2. A Member on a Short-Term Membership shall not be entitled to cancel a Short-Term Membership until the expiry of the agreed term.
  - 8.4.3. Those on Subscription Memberships are committed to a minimum term of 6 months and may cancel their Membership by giving notice 30 days in advance of the anniversary of the Effective Date in order not to auto-renew for further six-month periods.

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- 8.5. A Member may cancel their Membership by giving notice in writing to the Company within 14 days of the date of the Effective Date. In such circumstances, the Member shall be entitled to receive a full refund of the Membership Fee, subject to section 8.6, below. Where the Member requests Services within 14 days of the Effective Date, the Member's right to cancel in accordance with this section shall terminate upon the commencement of the Services by the Company.
- 8.6. Where a Member cancels membership pursuant to section 8.4, above, the Company will lose the time it has spent in processing the Member's application. Therefore, the Member shall pay an administration fee of \$650 plus all applicable taxes to cover the Company's lost expenses and handling charges. This will be deducted from the Membership Fee refund owed to the Member.
- 8.7. Subject to clauses 8.4 and 8.5, Members are entitled to cancel Standard Membership by giving not less than 28 days' notice prior to a Renewal Date. For the avoidance of doubt, if such notice is not received from the Member within such period, the Company may proceed to invoice the Member and process payment of the Membership Fee in accordance with section 3, above.
- 8.8. Where Standard Membership has been cancelled in accordance with section 8.7, above, the Member must ensure that any mandate or direct debit for payment of its Membership Fee has also been cancelled. Where the Member fails to do so, the Company may be required to repay the Membership Fees or relevant part thereof to a Member as a result of the Member's omission. In such circumstances, the Company will lose time spent in arranging for such repayment to the Member. The Member shall pay an administration fee of \$650 plus all applicable taxes to cover the Company's lost expenses and handling charges.
- 8.9. In addition to the rights of cancellation under this section 8, Members shall be entitled to cancel Standard Membership in accordance with sections 3.2.2, 4.2 and 16.9, herein.

## **9. Consequences of Cancellation**

- 9.1. Any provision of these Terms and Conditions which, by their nature, would survive termination, cancellation or expiration, will survive any such termination, cancellation or expiration of these Terms and Conditions however occurring, including but not limited to: section 1 (Definitions and interpretation), section 9 (Consequences of Cancellation), section 10 (Liability), section 11 (Confidentiality), section 12 (Employment by Member of Employees of the Company), section 14 (Anti-Money-Laundering), sections 16.1 and 16.2 (Third Party Rights), sections 16.3 and 16.4 (Waiver), sections 16.5 and 16.6 (Severance), section 16.7 (Governing Law) and section 16.8 (Jurisdiction).
- 9.2. Cancellation of Membership and/or termination of these Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the Company (or any member of its Group) or the Member that have accrued up to the date of cancellation or termination, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before such date.

## **10. Liability**

- 10.1. The Company warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, will do so in accordance with the Member's request and instructions.
- 10.2. Where the Company selects a Supplier to provide Services to a Member, it will use reasonable care and skill in selecting and engaging such Supplier. Except as provided in section 10.1, above, the Company does not represent or warrant (expressly or impliedly) the quality, fitness for a particular use or otherwise, of the Goods or the standard of Services supplied. The implied warranties of the Uniform Commercial Code are, to the fullest extent permitted by law, expressly excluded.

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- 10.3. The successful sourcing of Suppliers is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable efforts to ensure that a substitute Supplier is located. The Company shall not be responsible for any actions of Suppliers.
- 10.4. Members must rely on their own judgment and discretion in selecting and using the Services offered by a Supplier and in entering into any contract with a Supplier. Any Goods or Services provided by the Supplier will be governed by the contract formed between the Member and the Supplier. The Company will not be responsible for any Goods or Services provided by the Supplier but will use its reasonable efforts to assist Members in any subsequent dealings with Suppliers.
- 10.5. On occasion, the Company may be asked to make recommendations to Members. When making such recommendations, the Company shall use reasonable efforts to ensure that such recommendations are reasonably accurate. However, the Company does not warrant to Members that such recommendations are accurate or that they will be to the Member's own satisfaction and Members shall not be entitled to rely upon the accuracy of such recommendations. Members must make and rely on their own enquiries in relation to such recommendations. The Company accepts no liability for any goods or services provided to a Member in the course of acting upon such a recommendation.
- 10.6. Contracts which Members enter into with Suppliers are independent and not connected to or subject to these Terms and Conditions. The Company disclaims any and all liability for any act or omission of any Supplier or any loss incurred by a Member as a result of any act or omission of a Supplier.
- 10.7. The Company does not limit or exclude its liability for (i) death or personal injury caused by its negligence or that of its employees, (ii) fraud or wilful misconduct or (iii) any other liability which cannot be limited or excluded by law.
- 10.8. Subject to clause 10.7, the Company's liability whether arising from negligence, tort, breach of contract or other obligation or duty is:
- 10.8.1 in respect of the recruitment services, limited in accordance with paragraph 9 of Schedule 3 (Recruitment Terms); and
  - 10.8.2 in respect of all other Services, limited to the amount of the Membership Fee.
- Members are responsible for making their own arrangements for the insurance of any excess loss.
- 10.9. Subject to section 10.7, above, the Company shall not have any liability to the Member for any claim, whether arising from negligence, tort, breach of contract, statutory or other obligation or duty, to the extent that such claim is or can be characterized as a claim for (or arising from):
- 10.9.1. loss of revenue or profits;
  - 10.9.2. loss of sales or of business opportunity;
  - 10.9.3. loss of agreements or contracts;
  - 10.9.4. loss of or damage to goodwill or injury to reputation;
  - 10.9.5. indirect, consequential or special loss or damage;
  - 10.9.6. loss of use or corruption of software, data or information; or
  - 10.9.7. anticipated savings.

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- 10.10. The Company shall not be liable to the Member and will not be deemed to be in breach of these Terms and Conditions for any delay in performing or failure to perform the Services where such delay or failure is due to causes or events beyond the Company's reasonable control.
- 10.11. The Member shall indemnify the Company against all liabilities, costs, expenses, damages and direct losses, loss of reputation and all interest, penalties and legal costs and other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with these Terms and Conditions.
- 10.12. The aggregate liability of the company and its affiliates for liabilities arising out of or related to these terms and conditions shall cumulatively not exceed the greater of one hundred dollars (\$100.00) or the amount in the aggregate paid by the member to the company with respect to the transaction for which such liability is claimed (provided such amount shall not be in excess of one year's membership fee or in the case of services offered without a membership fee, such amount shall not be in excess of 6 months individual package fees). Members are solely responsible for making their own arrangements for the procurement of insurance to cover any excess loss.

## **11. Confidentiality**

- 11.1. Except to the extent set out in this section 11, or where disclosure is expressly permitted elsewhere in these Terms and Conditions, the Company shall:
- 11.1.1. treat all confidential information that the Company holds in relation to the Member ("Member Confidential Information") as confidential applying the same security measures and degree of care to such Member Confidential Information as the Company applies to its own confidential information; and
- 11.1.2. not disclose the Member Confidential Information, subject to section 11.3, below, to any other person without the Member's prior written request.
- 11.2. Section 11.1, above, shall not apply to the extent that such Member Confidential Information:
- 11.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the Company or its representatives in breach of these Terms and Conditions), or;
- 11.2.2. was available to the Company on a non-confidential basis prior to disclosure by the Member; or
- 11.2.3. was, is or becomes available to the Company on a non-confidential basis from a person who, to the Company's knowledge, is not bound by a confidentiality agreement with the Member or otherwise prohibited from disclosing the information to the Company;
- 11.2.4. was lawfully in the possession of the Company before it was disclosed to it by the Member as evidenced by written records; or
- 11.2.5. the parties agree in writing is not confidential or may be disclosed.
- 11.3. The Company may disclose the Member Confidential Information to (i) its employees, staff, agents, consultants ("Personnel"), and (ii) Suppliers who are directly involved in the provision of the Services and who need to know the Member Confidential Information. The Company shall endeavor to ensure that such Personnel and Suppliers are aware of and, to the extent commercially reasonable, comply with, these confidentiality obligations.
- 11.4. The Company shall not, and shall endeavour to ensure that the Personnel do not, use any of the Member Confidential Information received otherwise than for the purposes of these Terms and Conditions and the provision of the Services.

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- 11.5. In the event that the Company has entered into a separate Confidentiality Agreement with the Member, and in the event of a conflict between these Terms and Conditions and the terms of such Confidentiality Agreement, the terms of the confidentiality agreement shall control. The Company may disclose the Member Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Member as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section 11.5, it takes into account the reasonable requests of the Member in relation to the content of such disclosure.
- 11.6. The obligations in this section 11 shall survive any termination of Membership.

## **12. Employment by Member of Employees of the Company**

- 12.1. For the purposes of this section 12, "Employee" means any employee of the Company or any member of its Group.
- 12.2. In order to protect the legitimate business interests of the Company, The Member is not permitted to solicit or employ or otherwise engage or seek to engage (whether under a contract of employment or otherwise) any Employee within the period of twelve months following the termination of the Employee's employment with the Company or any member of the Company's Group. If the Member is in breach of this provision and the Employee provides services directly or indirectly to the Member within such twelve month period, the Member shall either immediately notify the Company or the Company shall notify the Member if they become aware of such employment, in which case, the Company shall be entitled to:
- 12.2.1. charge the Member, and the Member shall pay, a fee equal to 40% (forty percent) of the Employee's annual gross salary and guaranteed bonuses (as of the date of the termination of employment) (the "Agreed Sum"), which sum shall be payable within 30 days upon notification by either the Member or the Company.
- 12.2.2. Terminate the Member's Membership with immediate effect.
- 12.3. The Member acknowledges and agrees that:
- 12.3.1. the Agreed Sum is a genuine and reasonable estimate of loss that the Company will suffer as a consequence of the Employee leaving the Company;
- 12.3.2. there are inherent difficulties in determining (at the Effective Date) the precise potential losses which the Company or any member of its Group, as the case may be, will incur and that the Agreed Sum represents the parties' best estimate in calculating such losses;
- 12.3.3. the Agreed Sum is a reasonable sum in the circumstances and is not out of proportion to the Company's legitimate interests in training and securing its employee base;
- 12.4. Notwithstanding this or any other term or provision of these Terms and Conditions, the Member agrees that the Company shall be entitled (at its sole discretion) to pursue and rely on any and all other remedies available to it, including injunction (for which no bond or undertaking shall be required).
- 12.5. The obligations in this section 12 shall survive any termination of Membership.

## **13. Data Protection**

Members should refer to the Company's Privacy Policy for information on how the Company uses and protects Members' personal information provided to it by Members.

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## 14. Anti-Money Laundering

Members warrant and agree that they have complied with (and will continue to comply) with all applicable anti-terrorism, anti-corruption, anti-money laundering and human rights laws and regulations, and that no payment made to the Company during any Membership is made that is inconsistent with all such laws and regulations.

## 15. Notices

15.1. Any notice or other communication to be given under or in connection with these Terms and Conditions shall be in writing and shall be:

15.1.1. delivered by hand or by certified mail, or other overnight mail by a nationally recognized overnight delivery service at, in the case of the Company, its New York office or, in the case of the Member, at the address set out in the Membership Application Form; or

15.1.2. sent by email to, in the case of the Company, [notices@somersetwhite.com](mailto:notices@somersetwhite.com) and, in the case of the Member, the email address set out in the Membership Application Form or such email address we have been instructed to use by the Member.

15.2. Any notice or communication sent in accordance with section 15.1, above, shall be deemed to have been received:

15.2.1. if delivered by hand, on the date of delivery; if sent by certified mail on the second business day after posting; or if by overnight mail, on the next business day after posting; or

15.2.2. if sent by email, on the next business day after transmission.

15.3. This section does not supersede any statutory requirements affecting service of process of documents in any legal action, proceeding, arbitration or any other method of dispute resolution.

## 16. General

### *Third party rights*

16.1. Subject to section 16.2, below, nothing in these Terms and Conditions is designed to give any other person any rights or remedies hereunder. No person, firm, corporation, partnership, business entity or business organization, except as expressly provided for herein, shall be deemed a third-party beneficiary under this Agreement.

16.2. These Terms and Conditions are for the benefit of the Company and the members of its Group, any one of which may enforce them as if it were a party to them.

### *Waiver*

16.3. A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default.

16.4. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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## *Severance*

- 16.5. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 16.6. If any provision or part-provision of these Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## *Governing Law*

- 16.7. These Terms and Conditions are governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The Company and Member, subject to the arbitration provisions contained in section 16.8 of these Terms and Conditions, hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the State of New York, County of New York for the purposes of adjudicating any matter arising from or in connection with this Agreement except, however, for those matters to be arbitrated.

## *Jurisdiction*

- 16.8. Any dispute or controversy between the Member and the Company arising out of, relating to, or associated with these Terms and Conditions (and the terms and provisions contained therein), or the breach thereof, shall be submitted to and determined by arbitration in the State of New York, County of New York, pursuant to the rules of the American Arbitration Association. The determination of the arbitrators shall be final, binding and conclusive upon all parties and may be enforced not only in the courts of the State of New York, County of New York, to which jurisdiction the parties hereto agree to submit, but in any court of competent jurisdiction. Notwithstanding the foregoing, any party hereto may seek interim or provisional equitable relief in a court specified in section 16.7 prior to the commencement of an arbitration proceeding without waiving such party's right to demand or proceed to arbitration herein, in order to enjoin the breach or threatened breach of any of the terms and provisions hereunder. Except as set forth in sections 16.5 and 16.6, the arbitrator or arbitrators sitting in any dispute or controversy arising hereunder shall not have the authority or the power to modify or alter any express condition or provision of these Terms and Conditions or to render an award which, by its terms, has the effect of altering or modifying any express condition or provision of this agreement, and the arbitrators' failure to comply with this provision shall constitute grounds for vacating an award.

## *Variation*

- 16.9. The Company may vary these Terms and Conditions from time to time and upon notice to Members in writing at least 28 days prior to such variation. Upon receiving a notice of variation of these Terms and Conditions, a Member may cancel Membership by serving notice in writing to the Company within 14 days following receipt of the notice of variation. In such circumstances, the Company will reimburse the Membership Fee in accordance with section 5.3, above. A Member's continuing request for or use of Services after receipt of a notice of variation shall constitute acceptance of the varied Terms and Conditions.
- 16.10. Where Members wish to raise any queries, concerns or complaints with the Company, it should write to the Company at 379 W Broadway, Second Floor, New York, NY 10012.

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- 16.11. Except as expressly agreed otherwise by the Member and the Company in writing, the Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Except as expressly agreed otherwise by the Member and the Company in writing, no other right exists between the parties and none shall be implied from conduct or otherwise.
- 16.12. Except as expressly provided in sections 16.5, 16.6, 16.8 and 16.9, the Company shall be bound by any amendment, supplement, cancellation or discharge of the Terms and Conditions, except if the same is in writing and signed by an authorized officer of the Company

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## Schedule 1 Event Organization

1. This Schedule applies to a request by a Member for the provision of Services in relation to the organization of an event (the "Event") but does not apply to any hire of any venue at which the event will take place or other third party services, which shall be governed by the agreement entered into between the Member and such third parties.
2. The details of the budget, fees and services in respect of each Event shall be agreed between the Company and the Member and set out in a side letter (the "Side Letter") to these Terms and Conditions.

### **Event Fee and Expenses**

3. Service Fees for the provision of Services in relation to the organization of the Event will be charged on the basis set out in the Price Guide and Side Letter. Unless the Member requests separate invoicing in relation to the Event, the Service Fees so incurred will be included in the usual monthly statement issued in accordance with clause 4.5 of these Terms and Conditions. In addition, the Company and the Member will agree a fixed fee to be set out in the Side Letter (the "Event Management Fee") which shall cover overseeing the final set up of the Event, the Event itself and post-Event breakdown and reinstatement of the venue. The Event Management Fee will be invoiced upon completion of the Event and, subject to any alternative arrangement set out in the Side Letter, will be payable within 14 days of the date of such invoice.
4. The Company shall be reimbursed by the Member for authorized expenses incurred by the Company in connection to the Event. Such expenses shall be invoiced by the Company to the Member on a monthly basis and, unless otherwise agreed in writing, shall be subject to the payment terms set out in clause 5 of these Terms and Conditions.

### 5. **Postponement or cancellation of the Event**

- 5.1. The Member shall be entitled to postpone or cancel an Event only by notifying the Company in writing as soon as reasonably practicable.
- 5.2. In the event of postponement or cancellation, the Company shall be entitled to:
  - 5.2.1. subject to clause 5.3, payment in full for time incurred in the provision of Services in connection with the Event as at the date of postponement or cancellation, whether already invoiced or not, together with any time incurred following the postponement or cancellation in dealing with postponement or cancellation arrangements, including liaising with third party suppliers; and
  - 5.2.2. reimbursement for any and all expenses including, but not limited to, any deposits the Company made to third party suppliers in anticipation of the Event; and
  - 5.2.3. in the event any payment is demanded from any third party suppliers with whom the Company has entered into an agreement on the Member's behalf in connection with the Event, reimbursement for any such payment the Company remits to such third party suppliers;
- 5.3. Notwithstanding clause 5.2, where an Event is cancelled within one month of the date of the Event, the Company shall be entitled to payment of the Services Fees and Event Management Fee in full as if the Event had gone ahead. This accounts for the time and costs incurred by the Company in arranging the Event, including (but not limited to) refusing other work or events for the same date(s) or period of the Event, recruiting additional staff to assist with the Event, coordinating staff travel arrangements (where applicable).

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## 6. **Liability and Insurance**

- 6.1. The Company shall, at its sole cost and expense, maintain in force adequate commercial general liability and public liability insurance (the "Company Insurance"). The Company Insurance shall be in respect of the Company's insured risks only and shall not cover any employee of the Member or third parties. The Company Insurance does not limit a Member's liability nor release a Member from its responsibilities or obligations set out in this Agreement and does not absolve any act or omission on the part of a Member or any member of its Group.
- 6.2. Members are required to obtain and maintain appropriate insurance policies in respect of the Event, at their sole cost and expense.
- 6.3. Where the Company enters into contracts with third parties whose services are required for the execution of the Event ("Event Suppliers"), the Company shall not be liable for any act or omission of such Event Suppliers or any loss incurred by a Member as a result of any such act or omission by an Event Supplier and, for the avoidance of doubt, the provisions of clauses 10.7 to 10.10 of these Terms and Conditions shall apply.

## 7. **Event Supplier, Costs and Deposits**

- 7.1. The Company will engage Event Suppliers on behalf of Members and facilitate payment to Event Suppliers. The Member agrees to forward by bank transfer all necessary fees in respect of the sums due to Event Suppliers, including, without limitations, deposits, in a timely and efficient manner to the Members' Expense Account.
- 7.2. All monies due and owing to the Company in connection with the Event shall be made by bank transfer to the Members' Expense Account. Failure to provide deposits and payments in a timely manner may result in delays or failures in instructing certain Suppliers or certain aspects of the Event being unable to proceed. The Company shall not have any liability in respect of any failures or delays in respect of the Event caused by late payments from the Member.

## 8. **General**

- 8.1. Where the Event cannot proceed for any reason beyond the Company's reasonable control, the Company shall notify the Member accordingly and upon receiving such notice, the Member shall be liable to pay the Company a sum in respect of the time incurred by the Company up to the date of such notice on the basis set out in the Price Guide, together with any other third party charges and expenses actually incurred or which at such date cannot be cancelled. The Company shall give credit for any sums already paid by the Member in respect of the provision of the Services as set out above.

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## Schedule 2 Travel Services

### **General Terms and Conditions**

References to "Somerset White " or "We" or "Us" means the Company and references to "you" or "your" means the Member or Agreed User (as applicable).

The terms and conditions set out below, along with the final itinerary provided to you for your trip and any pricing confirmed with you for any elements of your trip apply to any travel or travel related services booked on your behalf by the Company.

These terms and conditions include important information and set out contractual terms and conditions which apply to any booking made with Us. If you have any questions, require further information about your booking or have difficulties while on your trip then you can contact us on +1 212 98 5330 or via email at [USATravel@somersetwhite.com](mailto:USATravel@somersetwhite.com) .

### **Agent for Suppliers**

We act as sales agents for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation ("Suppliers" in this Schedule 2). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. You acknowledge that your travel plans may be interrupted or cancelled by the Supplier, a government entity, or other third party over which we have no control. You further acknowledge that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

### **Refunds and Price Increases**

No refunds will be made for travel or travel related services booked and then not used. Travel arrangements involving airline and cruise components are subject to suppliers' supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

### **Itineraries**

Itineraries are subject to change without notice due to, for example, circumstances outside of Somerset White Travel's control.

### **Traveler Insurance**

Travelers are responsible for their own travel insurance including medical, travel, and personal belongings. Somerset White Travel strongly recommends that each traveler take out a fully comprehensive travel insurance policy.

### **Travel Documentation**

It is each traveler's responsibility to obtain and pay for all the necessary documentation before traveling. **Travelers** are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling.

For up-to-date visa requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). Citizens of other countries should check with the relevant embassy in their own country.

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Any failure of a traveler to have proper visas and/or passport will likely result in the traveler not being able to leave the country or enter a destination, and no refund will be available in any such case.

The name on your airline tickets must be identical to the name that appears on your passport.

**IMPORTANT INFORMATION FOR DOMESTIC AIR TRAVELERS:** The Federal Real ID Act mandates stricter security standards for state-issued driver's licenses and other forms of identification and prohibits Federal agencies from accepting for official purposes identification that does not meet these standards. Beginning on May 3, 2023, every air traveler will need to present Real ID-compliant identification to be permitted to board a domestic flight; therefore, those holding a non-compliant driver's license will need to present an acceptable alternate form of identification, such as a valid U.S. passport. To avoid disruption to their travel plans, air travelers are strongly encouraged to consult with the Department of Homeland Security ([www.dhs.gov/real-id](http://www.dhs.gov/real-id)) to determine whether their state-issued identification is Real ID-compliant and, if not, what alternate forms of identification will be accepted at the airport.

## **Health**

It is essential that you see your physician before booking your trip, and before traveling, to make sure that you have taken all necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections. You should visit your physician at least 6 weeks before departure. For up-to-date medical advice we strongly recommend that you visit the Centers for Disease Control and Prevention (CDC) travelers' health page: [www.cdc.gov/travel](http://www.cdc.gov/travel).

## **Mosquito Bite Avoidance**

In many tropical countries, mosquitoes can spread diseases such as dengue, chikungunya, West Nile, malaria, yellow fever and Zika virus. It is essential that you seek medical advice prior to travel, and especially if you are pregnant or have an underlying medical condition. When traveling there are several simple measures you can take to reduce your risk of infections spread by mosquitoes: wear suitable clothing and cover up at times of day when mosquitoes are active, use insect repellent on exposed skin, and use a mosquito net if sleeping in unscreened accommodation. It is important to seek prompt medical attention if you have a fever or display any other symptoms. If you become unwell on your return, make sure you tell your doctor about any trips abroad you have taken in the past year.

## **Deep Vein Thrombosis (DVT)**

Most international airlines now issue advice on how to lessen the risk of DVT; however, if you have any concerns, we recommend you consult your physician.

## **High Altitude**

Your itinerary may include sections where the altitude exceeds 10,000 feet (3,048 metres). We recommend that you review the altitude of your destination with your SW Specialist, and that you consult with your physician before confirming your booking.

## **Pre-existing Medical Conditions**

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. It will also enable us to make sure you receive the relevant level of assistance when you fly. Full details must be confirmed in writing prior to any bookings and whenever any change in the condition or disability occurs.

## **Special Dietary Requirements**

Special diets should be requested on the Somerset White application form; however, it may not be possible for special diets to be catered to in some of the destinations we feature. We will advise the hotels and airlines of your request, but we cannot guarantee their availability.

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## **If you Change your Trip**

If, after any bookings between us has come into existence, you want to change your itinerary we will pass your request on to the relevant supplier. However we cannot guarantee that such changes can be made.

Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers and including, for example, cancellation charges that may be incurred for sectors cancelled. Note that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation charge and full rebooking fee.

## **If you Cancel your Trip**

If you have to cancel part of the booking or cancel the entire booking once it has been confirmed by you, written notification must be sent to us by certified mail or by email at [USATravel@somersetwhite.com](mailto:USATravel@somersetwhite.com). As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from Somerset White.

## **Alterations or Cancellations by you after Commencement of Travel and unused Services**

We will do our best to implement any changes to your arrangements you request once they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a trip. If you have taken out travel insurance you may, depending on the details of your policy, be able to recover the cancellation charges.

## **Flights and your Responsibility**

The flight details shown in your custom itinerary are for guidance only and are subject to change. The times shown on all tickets are local times and check in for both outward and return flights is at least 3 hours prior to the departure times on the travel documents. It is possible that flight times may be changed even after tickets have been issued.

We can accept no responsibility if you arrive late for the check in and miss your flight as a result nor can we accept responsibility for any loss by you of your trip/flight travel tickets, vouchers or coupons.

Air travel is subject to weather conditions and operational decisions of carriers and airports which may result in delays and diversions. Please note that carriers sometimes change the departure time of flights at short notice, and in some instances, schedules shown in the computers of intercontinental carriers differ from those actually flown by smaller local carriers. It is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm.

We and our local ground-handlers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Baggage and personal effects are at all times the sole responsibility of the participant.

Disinfection of aircraft is permitted under international law in order to protect public health, agriculture and the environment. A number of countries choose to do this by spraying the aircraft cabin with an aerosolized insecticide while passengers are on board. Our clients have rarely had any issues with this process but we note that while the Report of the Informal Consultation on Aircraft Disinfection sponsored by the World Health Organization (November 6-10, 1995) concluded that aircraft disinfection, if performed appropriately, would not present a risk to human health, the report also noted that some individuals may experience transient discomfort

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following aircraft disinfection by aerosol application. If you have concerns about this process or wish to know more, please ask your country specialist.

## **Travel Advisories/Warnings and your responsibility**

It is the responsibility of the traveler to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel website at [www.travel.state.gov/](http://www.travel.state.gov/) or by phone at 1-888-407-4747 and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. In the event of an active State Department Travel Advisory Level 3 or 4 against travel to a specific location on your itinerary, Somerset White will attempt to make changes to or reroute your trip to avoid that specific locale. In all cases, regardless of a US State Department advisory or a CDC warning, the traveler assumes all risk of personal injury, death, loss, inconvenience or delay, quarantine costs, hospital or medical costs, or other expenses that may arise from the trip.

## **Event Tickets**

Where we receive instructions from you to attempt to obtain tickets for an event via a ticket broker, we will consult with Suppliers in an effort to source and purchase such event tickets. You acknowledge and agree that such event tickets, where available, may require the payment of a premium to their face value.

Where tickets are purchased by us knowing only a general area of the seats and not the specific seat number, you acknowledge that we have given you all the information available to us at that time and that you will not hold the Company liable for any dissatisfaction of the exact location of those seats.

Where event tickets have been purchased pursuant to the above, and the event is subsequently cancelled for any reason, you acknowledge and agree that any reimbursement will be subject to the terms and conditions of the Supplier and limited to the face value of such event tickets. Where you decide to cancel event tickets, we shall be under no obligation to arrange refunds of: (i) the price paid for the tickets and any booking fee; or (ii) the cost of any ancillary expenses involved in purchasing the tickets.

In the event that we purchase event tickets on your behalf which constitute Linked Travel Arrangements under the Package Travel And Linked Travel Arrangements Regulations 2018, Section 2 shall apply. If you would like further information about Linked Travel Arrangements and whether this applies to your booking, please contact us at: [USAtavel@somersetwhite.com](mailto:USAtavel@somersetwhite.com).

## **Excursions**

We do not provide or arrange excursions other than those you have arranged with us and which are listed in your final itinerary. Our local representatives or guides may put you in touch with local organizers of excursions if you request them to but we have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

## **Villas and Private Stay Accommodation**

Where you book a villa or other private stay accommodation with us ("villa"), additional terms may apply to your booking which do not generally apply to other types of accommodation. You will have a contract with us for the arrangements booked through us (including your villa) but you may also be required to enter into a contract directly with the villa owner which will include terms specifically relating to that villa/owner. To enable us to deal quickly with any issues which may arise during your holiday, you authorize us to communicate with the villa owner on your behalf.

A security deposit may be required to cover the cost of any damage, breakage or loss occurring during your stay and the cost of any other services for which an additional charge applies. If there is a requirement for the security deposit to be paid directly to the villa owner or an associated supplier, we will provide you with the relevant details for direct payment by you. It will be returned to you after the end of your stay, less any deductions which may be required to cover the cost of any damage, breakage or loss which has occurred during your stay. If no security deposit is payable or if costs exceed the security deposit, you will be directly responsible to the villa owner for the cost of any damage, breakage, loss and services (for which an additional charge applies).

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Unless detailed as payable locally or as otherwise confirmed to you in writing, the cost of your villa includes gas, electricity, water, weekly linen change plus any maid service as specified and any other extra included services specified in writing at the time of booking. There may be an additional charge in the event of excessive usage of any included service. Tourist and other taxes may be payable locally in addition to the cost of your booking.

Villas are let for vacation purposes only and may not be used for any other purpose without the written consent of the villa owner. The decoration, furnishings and items provided at the villa may differ from those advertised as changes may be made by the villa owner at any time. Photographs are intended to be representative of the standard, general look and usual contents of the villa and we will not be liable for any differences or variations of the accommodation from such photographs.

## **Exclusions**

Unless otherwise indicated in the villa particulars on our website, the cost of your villa rental booking will not include: the cost of meals, beverages or sightseeing not specified above, gratuities for staff, personal expenses such as telephone / internet charges and laundry, cook / nanny, cot linen, heating and / or air-conditioning, pool heating, travel insurance, excess baggage charges, airfares or airport taxes, optional activities, local tourist tax, any Government levies or taxes introduced after the publication of the relevant brochure and website, car rental or transportation to and from the property and anything else which is not specifically included in the description for the villa given on our website. Telephone, internet, fax, heating, air-conditioning and pool heating charges are charged separately and will therefore be payable locally by you on departure.

## **Extra Services**

The Somerset White team will be happy to arrange further services (including a chef), sightseeing and activities according to your request. Please note that, if we make such bookings, we will not be providing the services ourselves and our only role will be to arrange the booking of the third-party services as your agent. As such, we shall not accept any liability for any failure to perform, or improper performance, of the service by the third-party. We shall only be responsible for making the booking accurately in accordance with your instructions. Please note that, in order to make such arrangements on your behalf, we may charge you an additional fee. If additional fees do apply, we will inform you in advance of making the booking(s). It is strongly recommended that any extra services are booked well in advance of your holiday to ensure availability. If you cancel any additional services which we have booked for you, and on your behalf, within 30 days of departure, you will still be charged in full for those services unless we have agreed other arrangements with you separately. We can arrange chef services on your behalf at most villas. However, these services are subject to availability and cannot be guaranteed. Please be aware that Somerset White may not have any prior knowledge or experience of the relevant chef's skills, standards, or the quality of his/her food. Somerset White will therefore not be responsible or liable for any unsatisfactory catering experiences. Whilst all efforts will be made to communicate food preferences and intolerances, Somerset White cannot be held responsible for any adverse reactions to meals provided at the villa, including allergies or intolerances, even if declared in advance. These are matters which you must communicate to the chef upon arrival.

## **Maximum Number of Guests**

Each property has a maximum capacity and you shall not at any time during the rental period permit more than the maximum number of guests allowed to occupy the property. Failure to comply will result in immediate termination of the contract and cancellation of the booking. You must provide a full list of passengers in advance of travel and any accommodation we arrange for you must be used only by the people specified on your confirmation receipt.

## **Safety and Protection**

The safety standards and regulations are those of the country you are visiting. As a result, you must ensure that you move around carefully when in unfamiliar buildings or surroundings, and you must ensure that you get to know the escape route from your property in case of fire. Properties may include "hazards" such as open staircases, unfenced areas (including swimming pools), mezzanines, open drops etc, and it is imperative that your party take responsibility for their own security and safety. As with any property, in any location, there is a small risk of burglary. Where provided, you must take advantage of burglar alarms and safes and take every

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sensible precaution against theft and burglary. Any valuables left at the property are left at your own risk. Neither Somerset White nor the property owner nor our agents can take responsibility for any loss or damage.

## **Swimming Pools**

The majority of our properties have swimming pools, which are not supervised. Some swimming pools have safety features such as pool alarms, covers and fences, but not all. You must familiarize yourself thoroughly with the depth of the pool and how to get in and out, and exercise safety and caution at all times, especially with children, non-swimmers and if diving. Children and non-swimmers are your responsibility at all times. Swimming pools are usually made available between mid-May and mid-September in Europe. In Low Season swimming pools are usually closed. Please note that if your rental falls outside high season (usually early June to end August in Europe) even heated pools (with boiler/ solar-panel systems), designed to extend the season and boost temperatures, may not be warm enough to swim in if night time temperatures are low, or there is unseasonable weather. You agree that Somerset White is not responsible for the conditions which may affect pool temperatures. Pool heating is included in some villa rentals and charged at a supplement at others. Please see the villa description for details. Where pool heating is charged at a supplement, this is usually payable locally in cash. You will be charged for any damage which is caused directly or indirectly to the pool surfaces, surrounds, pumps, filters or cover by you or any of your guests. Any charges in this regard will be payable before departure.

## **Arrival Times and Departure Times**

To allow sufficient time for cleaning between rentals, you must arrive only between 4pm and 7pm on the first day of your stay and vacate the property by 10am on the departure day unless otherwise specified. If your arrival is delayed please contact your Somerset White representative. Please be aware that check-ins which are made any later than 7pm, unless arranged in advance, are likely to incur the cost of additional staff waiting time. These costs will be payable by you before departure.

## **Telephone / Internet**

Telephone and internet arrangements vary from property to property and are sometimes metered (charges payable locally on departure). Please be aware that in some cases there is no landline telephone or internet service and due to the rural nature of many of our villas, cell telephone networks may be weak or non-existent. Where internet services are provided, there may be occasions when the service is interrupted and whilst every effort will be made to resume the service, please note that Somerset White will not be responsible for loss of internet access (or the consequences of loss of access) during your holiday.

## **Pets**

You will not usually be permitted to bring your pets to stay with you at the villa but please check with the Somerset White team at time of booking.

## **Local Wildlife**

Please note that the majority of our villas are located in rural areas, where wildlife such as animals and insects are as natural a part of the landscape as the grass and the trees. It would not be particularly unusual to encounter animals, such as rodents, deer, goats, cats (stray or belonging to nearby locals), or insects such as wasps, bees, flies, ants, snakes or scorpions and spiders and occasionally their nests. Insects and animals can be attracted to swimming pools, nearby streams or ponds, local vegetation or sometimes food left out following an al fresco meal. We would urge you to keep doors and windows closed as far as practicably possible and to clear all remains of food following an outdoor (or indoor) meal. You must not purposefully feed any local animals - it will encourage them to return and they may not be so welcome to the next guests. Somerset White shall not be liable for the presence of animals or insects at the villa you choose. If you suffer allergies triggered by animals, please let us know before booking - whilst we cannot guarantee animals will not be present, we may be able to recommend villas where the possibility is lessened (for example where we know owners have not kept animals).

## **Vehicles**

If you are intending to take or rent a sports or low slung car on holiday, please ensure that you check at time of booking whether the access to the property allows for such a car. Please note that many of the properties are located along uneven roads. These are passable using conventional vehicles, but you are responsible for carefully

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considering the model of vehicle you choose to drive. Please ask your Somerset White destination specialist to advise you on this.

## **Yacht Charters**

### **Embarkation and Disembarkation Times**

To allow time for cleaning and re-stocking of provisions, you must embark your vessel after 4.00pm on the first day of your charter, and you must disembark by 10.00am on the departure day unless otherwise specified.

### **Common Additional Costs**

It is common for the following items to be excluded from the cost of your charter and you should be aware that you will be required to pay for them locally at the end of your charter, usually in cash, to the captain: alcoholic drinks, fuel for the outboard motor, private marina charges, National Park and protected area fees, excursions from the vessel, passport handling and exit/entrance fees when moving between different countries, crew gratuities (we recommend between 5%-10% of the cost of the charter). In some instances, port and marina fees are excluded and soft drinks are regularly excluded as well. One-way and delivery fees often apply, if you choose to embark and disembark in different ports and you should check if the use of the water sports equipment on board is included in the charter price or not. We will clearly set out the inclusions and exclusions in your booking confirmation.

### **Additional Cruising**

Most charters include a certain amount of cruising per day in the cost of the charter, usually 4 to 5 hours. If additional time is spent cruising, then you will be charged for the additional fuel used.

### **Delivery**

The owner shall at the beginning of the charter deliver the yacht to the port of delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up-to-date safety and life-saving equipment (including life jackets for children if any are part of the charterer's party).

### **Re-Delivery**

You shall re-deliver the yacht to the owner at the port of re-delivery free of any debts incurred to your account during the charter period and in as good condition as when delivery was taken, except for fair wear and tear arising from ordinary use. If you fail to re-deliver the yacht to the owner at the port of re-delivery due to intentional delay or change of itinerary against the captain's advice, then you shall pay forthwith to the owner the daily rate and if delay in re-delivery exceeds twenty-four (24) hours, you shall be liable to indemnify the owner for any financial loss which the owner shall suffer by reason of deprivation of use of the yacht for the subsequent charter of the yacht.

### **Use of the Yacht**

You shall use the yacht exclusively as a pleasure vessel for the use of yourself and your guests. You shall ensure that no pets or animals are brought on board the yacht without the consent in writing of the owner. You shall ensure that your behaviour and that of your guests shall not cause a nuisance to any person or bring the yacht into disrepute. You shall comply and shall ensure that your guests comply with the laws and regulations of any country into whose waters the yacht shall enter during the course of this agreement.

### **Maximum Number of Passengers Aboard**

Each vessel has a maximum capacity and you shall not at any time during the charter period permit more than the maximum number of guests allowed to sleep or cruise on board the vessel. Failure to comply will result in immediate termination of the contract and cancellation of the booking. You must provide a full list of passengers in advance of travel and no additional passengers will be permitted on board. As an exception, and at the sole discretion of the captain and permission of the appropriate authorities, a reasonable number of visitors could be on board whilst the vessel is securely moored in port.

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## **Responsibility for Children and Non-Swimmers**

If children or non-swimmers are taken on board, you shall be fully responsible for their safety, conduct and entertainment.

## **Health Considerations**

The nature of a yacht charter may render it unsuitable for anybody with physical disability or undergoing medical treatment.

## **Bad Weather**

In case of bad weather, the owner does not warrant the comfort of the vessel and reserves the right to end the cruise in a different location, for reasons of safety.

## **Yacht Descriptions**

Every effort is made to ensure that the details, description and prices contained in our documentation and website are correct, based on inspections, and information passed to us by our Suppliers. However, changes do occur, sometimes at short notice and therefore we will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for us to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

## **Release, Assumption of Risk, and Binding Arbitration Agreement**

All trips organised by us are subject to these conditions. Somerset White LLC. (the headquarters of which are at 379 W Broadway, 2<sup>nd</sup> Floor, New York, NY 10012 United States), its subsidiaries, owners, Directors, officers, employees, shareholders and affiliates, (collectively "Somerset White"), does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airlines, vessels, buses, vans or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. even if some of those entities utilize the Somerset White name on signs etc. All such persons and entities are independent contractors. As a result, you acknowledge that Somerset White is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, Somerset White is not responsible for, and you, on behalf of yourself, your heirs and your estate, release, waive and renounce all claims of whatever nature for any injury, loss, or damage to person, property or luggage, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, financial or other defaults by suppliers, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics / pandemics or the threat thereof or for any other cause beyond the direct control of Somerset White. In addition, you release Somerset White, to the fullest extent permitted by law, from its own negligence and assume all risk thereof.

## **Assumption of Risk**

You are aware that travel such as that you are undertaking involves hazardous activities, some in remote areas of the world, with a risk of inconvenience, illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Somerset White, or other persons and companies known or unknown, or of negligent, wilful or criminal conduct of third parties. You are aware that weather conditions may be severe, adverse and/or unpleasant. You are also aware that medical services or facilities may not be readily available or accessible during some or all of the time during the trip. You are willing to accept the risks and uncertainty involved as being an integral part of my travel. You hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Somerset White or of any third parties.

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## **Bankruptcies**

If an airline or other supplier declares bankruptcy, it is not obligated to honor your reservation made before bankruptcy or to refund tickets issued before the bankruptcy. Somerset White is not allowed to refund tickets on airlines which have declared bankruptcy. Money paid to Somerset White immediately becomes the property of the airlines, and Somerset White is required by laws to comply with airlines' orders.

If an airline declares bankruptcy, it might continue service, limit service, or stop completely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. Travel insurance plans are recommended for passengers to protect themselves in case of airline bankruptcies.

## **Infectious Disease Release**

You acknowledge that while on or traveling to or from my trip, you might be exposed to various infectious diseases such as but not limited to COVID-19, SARS, bird flu, Ebola, MERS, hantavirus, Zika, plague, dengue fever, malaria, etc. from other people, animals or objects. You assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Somerset White from any such developments.

In addition, you recognize that the United States Department of State may have in place a Level 3 or even Level 4 Advisory related to your destination, and that the Centres for Disease Control and Prevention may have warnings concerning same. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/> It is the participant's responsibility to review.

You also accept the following risks of participating on this trip including, without limitation:

All other risks associated with any infectious disease including preclusion from public or private buildings, land or areas, inconvenience, limitations etc.

Risk of your travel insurance not covering infectious disease related claims.

All risks regarding transportation problems and delays including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the availability of other features or attractions within the country where your trip takes place.

The likelihood that at some or all destinations you may be required to undergo a temperature check, wear a mask while in public, adhere to local hygiene and sanitation protocols and observe social distancing requirements.

The possibility that in order to gain entry into a country or facility, you may have to produce evidence of a vaccination against COVID-19.

The potential for being quarantined, even if you are not symptomatic and/or do not have the infectious disease under consideration and/or the possible requirement that you have a negative COVID-19 test immediately before or on arrival at your destination or when you return home.

Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine, and evacuation expenses, as a result, are to be borne by the participant.

## **Voluntary Participation**

You acknowledge that you have voluntarily decided to undertake a trip organised by Somerset White and that you have read the description/s provided for the trip/s as described via email and in itineraries relating to the trip. You are voluntarily participating in this trip/s with knowledge of the hazards involved. You are also aware that additional waivers may be required by local tour providers in order to participate in certain activities during my trip.

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## **Binding Arbitration**

You agree that any dispute or controversy relating or referring to these Terms and Conditions (and the terms and provisions contained therein), or any other literature concerning your trip, or the trip itself, shall be submitted to and determined by arbitration in the State of New York, County of New York, to which venue all parties consent, pursuant to the rules of the American Arbitration Association. The determination of the arbitrators shall be final, binding and conclusive upon all parties and may be enforced not only in the courts of the State of New York, County of New York, to which jurisdiction the parties hereto agree to submit, but in any court of competent jurisdiction. The arbitrator or arbitrators sitting in any dispute or controversy arising hereunder shall not have the authority or the power to modify or alter any express condition or provision of these Terms and Conditions or to render an award which, by its terms, has the effect of altering or modifying any express condition or provision of this agreement, and the arbitrators' failure to comply with this provision shall constitute grounds for vacating an award.

If you have any claim against Somerset White, you agree to present it in writing to Somerset White within 30 days after your trip ends, or else such claim shall be deemed waived. Furthermore, any arbitration commenced arising out of or relating to this agreement or any issues relating to travel arrangements performed (or which it is alleged should have been performed) by Somerset White, must be commenced no later than one (1) year of the act or omission from which the claim arises, failing which such arbitration and the claim on which it is based shall be barred.

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## Schedule 3

### **RECRUITMENT TERMS FOR THE INTRODUCTION OF PERMENANT OR SHORT-TERM CONTRACT STAFF (TO BE CONTRACTED BY THE CLIENT OR MEMBER, ACTING AS EMPLOYER)**

If a Member or Client (collectively referred to as “Client” herein) instructs the Company to search for a suitable person (the “Applicant”) to be Introduced by the Company for the purposes of an Engagement (defined below) the following terms (“Recruitment Terms”) will apply:

#### 1. **Definitions**

For the purposes of this Agreement, the following definitions shall apply:

- 1.1. “Applicant” means the person (whether or not previously known to the Client) introduced by the Company to the Client for an Engagement including (without limitation) any officer, member, employee or other representative of the Applicant if the Applicant is a corporate body or partnership (including limited or limited liability partnership), and members of the Company's own staff.
- 1.2. “Engagement” means the appointment of an Applicant to perform services for a Client or on a Client’s behalf or for or on behalf of any third party at a Client’s request, whether directly or through a company in which the Applicant is an officer or employee or which is controlled by the Client (“Engage”, “Engaged” and “Engaging” shall be construed accordingly). Engagements can be part-time, full-time, temporary or permanent as outlined in the instructions from the Member or Client to the Company;
- 1.3. “Client” means the person, firm or corporate body to which the Applicant is introduced and/or has instructed the Company to fill a vacancy, and includes a Member.
- 1.4. “Introduction” means (i) the interview of an Applicant by on or behalf of a Client in person or by telephone following a Client’s instructions to the Company to search for an Applicant; or (ii) the passing to a Client of a curriculum vitae (CV) or information which identifies the Applicant and which leads to an offer of Engagement of that Applicant and in both (i) and (ii) irrespective of whether or not that Applicant was known previously to the Client. (“Introduced” shall be construed accordingly);
- 1.5. “Introduction Fee” means the placement fee payable by the Client to the Company at the rate set out in the appropriate Recruitment Price Guide;
- 1.6. “Part Time Placement” is a permanent placement of 32 hours or less a week,
- 1.7. “Recruitment Price Guide” means a schedule detailing the amounts payable to the Company by a Client upon appointing the Company and on the Engagement of an Applicant.
- 1.8. “Recruitment Retainer Fee” means a non-refundable deposit (detailed in the Recruitment Price Guide) which must be paid in order for the Company to begin its vacancy search on behalf of a Client.
- 1.9. “Remuneration” means the gross salary payable to an Applicant in respect of the first 12 months of the Engagement notwithstanding that the Engagement may be terminated during that period. If the value of the Remuneration is uncertain, the best estimate available, to be agreed between the Company and the Client, shall be used in calculating such amount. For Temporary Placements Remuneration will be the entire gross salary received by the Applicant for the duration of the Engagement.
- 1.10. “Temporary Placement” is a placement that lasts 6 months or less, details of which are in the Recruitment Price Guide.

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## 2. **The Agreement**

- 2.1. These terms of this Agreement shall supersede all previous discussions and previous agreements in relation to recruitment and shall prevail over any other terms put forward by the Client.
- 2.2. When Introducing Applicants to the Client for direct Engagement by that Client it is the understanding that only the Client, as the employer, is responsible for the payment of any remuneration to the Company. In no event shall the Applicant be responsible for any payment to the Company. The Client or Member authorizes the Company to act on its behalf in seeking Applicants, including advertising for such Applicants through such methods as is standard.
- 2.3. It is the Client's responsibility to immediately inform the Company if they receive information and/or a CV/resume from the Company in relation to an Applicant for whom it has already received information from a different agency, company or individual. If no such notification is received by the Company and in the event that an offer is made to the Applicant, the Company is entitled to the Introduction Fee shall be payable to the Company, by the Client, notwithstanding any fee or charges that may be payable to any other agency or company. The Recruitment Retainer Fee is still payable when using multiple agencies and is non-refundable in any event.
- 2.4. In the event the Company informs the Client that it is sourcing an Applicant from a third-party agency in order to find the most suitable candidate, the third-party agency's fees and terms will apply in addition to our Recruitment Terms. The Recruitment Retainer Fee is still payable to the Company when using this third-party service.

## 3. **Standards Required**

- 3.1. The Client agrees to provide sufficient information to the Company to enable it to assess the suitability of an Applicant for the Engagement. The Client agrees in particular to provide the following information at the time of requesting the Services:
  - 3.1.1 the date on which it is proposed that the Engagement should begin and the duration or likely duration of the Engagement;
  - 3.1.2 the position to be filled including the type of work which the Applicant would be required to do, the location at which and the hours during which the Applicant would be required to work;
  - 3.1.3 any risks to health or safety relevant to the Engagement and the steps taken by the Client to prevent or control such risks;
  - 3.1.4 the experience, training, qualifications and any authorizations which are necessary (or which are required by law or by any professional body) for the Applicant to possess in order to work in the position and any expenses payable by or to the Applicant;
  - 3.1.5 the minimum and maximum rates of pay and any other benefits to be offered in respect of the relevant position and the intervals at which they would be paid; and
  - 3.1.6 where applicable, the length of notice which the Applicant would be required to give and entitled to receive to end the Engagement.

## 4. **Skills and Qualifications**

- 4.1. The Company will use reasonable endeavours to ensure that all Applicants are suitable for the Engagement but gives no warranty in respect of the suitability of an Applicant for a particular Engagement.
- 4.2. The Company gives no guarantee to find a suitable Applicant for each or any vacancy.

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- 4.3. The Company may be required or tasked with carrying out various background checks on Applicants on behalf of the Client, however, the Client has sole responsibility for:
- 4.3.1 satisfying itself that the Applicant has the necessary qualifications and skills to perform the duties required including, without limitation, by investigating and/or confirming any references (including the confirmation of any professional or academic qualifications) supplied by the Company and/or the Applicant before Engaging the Applicant;
  - 4.3.2 obtaining any work permit necessary for the Engagement;
  - 4.3.3 verifying any medical and other requirements or qualifications required by law or essential for the Engagement; and
  - 4.3.4 ensuring compliance with all legal obligations of the Engagement in respect of any contract relating to the Applicant's pre-existing employment or engagement.
- 4.4. The Company can request an Applicant undertakes an official background check, upon written request from the Client, but takes no responsibility for the accuracy of the information provided by the Applicant for such checks and therefore the accuracy of the results of these checks. However, the company will work with a federally approved Agent of the Department of Homeland Security and the Social Security Administration to ensure the check adheres to applicable law.
- 4.5. Should the Client be provided with a non-disclosure agreement, offer letter or contract by the Company to issue to the Applicant, the Company makes no guarantee or warranty that it shall be fit for the purpose the Client requires or enforceable and it is the Client's responsibility to ensure it is suitable and legally binding.
- 4.6. The Company may provide information in respect of the recruitment (including but not limited providing information relating to salaries, annual leave or contract terms). The Client acknowledges and agrees that such information is provided for reference only and the Client is responsible for the employment arrangement and terms of Engagement between the Client and the Applicant.

## 5. Applicant Trials

- 5.1. Should a Member or Client wish to trial an Applicant for an Engagement, the Client must notify the Company in advance. Such trials shall not exceed 2 working days for Temporary Placements or 5 working days for permanent Engagements.
- 5.2. The Client is responsible for paying Applicants directly at the end of the trial session with a fee payable to the Company within 14 days as detailed in the Recruitment Price Guide.

## 6. Notification and Fees

- 6.1. Upon appointment of the Company, a Recruitment Retainer Fee shall be charged to the Client in order for the Company to commence performance of the vacancy search. The Company will not commence the search until the Recruitment Retainer Fee has been paid in cleared funds. This Recruitment Retainer Fee will be deductible from the placement fee in the event of a successful placement.
- 6.2. The Introduction Fee payable on Engagement (inclusive of Part-Time Placements and Temporary Placements) is calculated in accordance with the Recruitment Price Guide issued to Clients upon the date they requested a search for a particular role. If a placed Applicant transitions from a Temporary Placement to a permanent Engagement or the hours of the Engagement are increased and/or there is an increase in Remuneration within 12 months of commencement of the Permanent or Temporary Placement, the Company shall be entitled to raise a further invoice reflecting the increase in Remuneration (as detailed in the Recruitment Price Guide).

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- 6.3. The Introduction Fee will be payable for an Introduction which results in that Applicant being Engaged, whether the offer of such Engagement is made immediately or at any time within a 12 month period following the date of Introduction or final interview, whichever takes place later.
- 6.4. Where an offer is made to Engage an Applicant, the Client shall notify the Company of such offer on the same day. The Client shall advise the Company immediately if an offer of Engagement is accepted by the Applicant providing full details of the Applicant's Remuneration and the Applicant's agreed start date.
- 6.5. The Client is solely responsible for any and all offers of employment made to the Applicant and these must be made directly by the Client to the Applicant. The Company takes no responsibility for the accuracy and/or subsequent withdrawal of said offers and any consequences of the withdrawal of any offer.
- 6.6. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Applicant within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 6.2 had the Applicant first been Engaged for 12 months or more.
- 6.7. If: (i) a Client or any of a Client's employees or representatives refer an Applicant directly or indirectly to a third party within twelve months of the Introduction and such third party Engages the Applicant; or (ii) any Engagement of an Applicant occurs as a direct or indirect result of the Introduction of the Applicant then the Company shall be entitled to charge the Client the Introduction Fee as though the Client themselves had Engaged the Applicant. In such circumstances, the Client shall not be entitled to any refund referred to in clause 8 below.
- 6.8. Where applicable, VAT is charged at the standard rate on all fees. All invoices must be settled in full in GBP Sterling and for the avoidance of doubt the Client is solely responsible for paying all bank transfer, currency conversion and other fees and charges so that the full amount of the invoice is received by the Company.
- 6.9. If, after an offer of Engagement has been made, the Client decides for any reason to withdraw it at any time prior to the commencement of Engagement, the Client shall be liable to pay the Company a Cancellation Fee calculated at 10% of what the Introduction Fee would have been under clause 6.2 had the commencement of Engagement taken place.

## 7. **Payment**

- 7.1. Prior to the Company starting the search for an Applicant on behalf of the Client, a non-refundable Recruitment Retainer Fee must be paid in cleared funds.
- 7.2. The Company shall be entitled to issue an invoice for the Introduction Fee payable by the Client on or at any time after the day on which the Applicant accepts any offer of an Engagement, or where a third party Engages an Applicant as referred to in section 6, above. The Recruitment Retainer will be deducted from this fee.
- 7.3. Should an invoice remain unpaid in whole or in part for 14 days or more after the due date, the Client shall lose all rights to claim a rebate under clause 8.
- 7.4. In the event that a Client fails to inform the Company of the acceptance by the Applicant of any offer of Engagement (as outlined in clause 6 above) the Client will be liable for interest on the Introduction Fee due from the date on which such acceptance was communicated by the Applicant.

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## 8. **Refunds and Rebates**

- 8.1. For permanent Engagements, subject to clause 7.3, if the Engagement terminates within six weeks of its commencement, the Client will be entitled to a full refund in respect of the Introduction Fee subject to the deduction by the Company of an administration fee of \$250 plus applicable sales taxes. For the avoidance of doubt, the Recruitment Retainer Fee shall not be refunded. The Company will use all reasonable commercial endeavours to send a reminder to the Client of the date after which it will no longer be entitled to the refund of the Introduction Fee, such reminder to be given at least a week prior to such date either by email or in a manner that the Client typically prefers to communicate.
- 8.2. For Temporary Placements, subject to clause 7.3, if the Engagement terminates before its agreed termination date, the Member or Client will be entitled to a refund of 75% of the Introduction Fee for each week not worked. For the avoidance of doubt, the Retainer Fee shall not be refunded; the refund will be 75% of the sum of the Introduction Fee only in respect to each week not worked.
- 8.3. A refund will not be paid where: (i) an invoice remains unpaid in whole or in part for 14 days or more after its due date (as outlined in paragraph 8 below); or (ii) an Engagement has been terminated by reason of redundancy or for any unlawful reason or without reasonable cause; or (iii) the Applicant has left the Engagement because he/she reasonably believed that the nature of the actual work (including but not limited to the type of work or the hours structure or work pattern) was substantially different from the information the Client provided prior to acceptance of such Engagement; In addition, the Client must notify the Company of any such termination within 3 working days. Furthermore, the amount of any such rebate or refund shall be immediately repayable by the Client if, within the period of twelve months from such termination of the Engagement, the Applicant is subsequently re-Engaged by the Client (or, where the Client is a company, by any member of such Client's Group).

## 9. **Liability**

- 9.1. The Company shall not be liable under any circumstances whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with (i) the Company seeking an Applicant for the Client, or (ii) the Introduction to or Engagement of any Applicant by the Client, or (iii) the failure of the Company to introduce any Applicant, or (iv) any act or omission of any Applicant (whether willful, negligent, fraudulent, reckless or otherwise). Nothing in this Agreement shall limit or exclude the Company's liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 9.2. The Client shall indemnify and hold harmless the Company from and against all liabilities, claims, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses, suffered or incurred by the Company arising out of or in connection with (i) the Client's breach or negligent performance or non-performance of the terms of this Agreement; (ii) introduction by the Company of an Applicant to the Client; (iii) the hiring, firing or refusal to accept for hiring any Applicant introduced to the Client by the Company; or (iv) the Company's enforcement of these Terms.
- 9.3. Subject to section 9.1, above, the Company's total liability to the Client shall not exceed the amount of the Retainer Fee actually paid by the Client. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

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## 10. **Early Termination Between the Parties**

- 10.1. Without affecting any other right or remedy available to it under the Terms and Conditions with respect to a Member, either party may terminate this Agreement concerning Recruitment Services by giving written notice to the other party if:
- 10.2. The other party commits a material breach of any term of this Agreement (if such breach is remediable) and fails to remedy that breach within 7 days of receipt of notice in writing to do so;
- 10.3. The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 10.4. If this Agreement is terminated in accordance with this section 10, the parties shall act in good faith to calculate a pro-rata amount of fees and charges that are payable by the Client to the Company. In any event, the Retainer Fee shall not be refunded.
- 10.5. It is at the absolute discretion of the Company to accept or refuse to perform searches for employment on behalf of a Client. If prior to or during a search, the Company wishes to terminate its Services under this Agreement, it may do so for convenience upon 7 days' notice to the Client. No Introduction Fee will be payable unless an offer of Engagement or Engagement has been made under this Agreement.

## 11. **Data Protection**

Clients should refer to the Company's Privacy Policy for information on how the Company uses and protects Members' and Clients' personal information provided to the Company.

## 12. **No Partnership or Agency**

- 12.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or authorize any party to make or enter into any commitments for or on behalf of any other party except as established herein for the purpose of Introducing an Applicant for Engagement in employment.
- 12.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person. This Agreement is not intended to, and shall not, create any third-party beneficiary rights in any entity or individual not a party hereto.

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