

SOMERSET WHITE

TRAVEL SERVICES

US TERMS AND CONDITIONS

The terms and conditions listed below apply to any travel or travel related services booked on your behalf by 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 430 W 14th St New York, NY 10014 (“Somerset White”, “we”, “us” or “our”) and used by you or any member of your party (“you” or the “traveler”). If you are the person making the booking with us, you are responsible for ensuring that all members of your travel party are made aware of and comply with these terms and conditions.

Beyond these terms and conditions, your travel may be subject to local, state, or federal rules, laws, obligations, or third party terms and conditions and it is your sole responsibility to be aware of and comply with any such rules, laws, obligations or terms.

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 travel@somersetwhite.com.

These terms and conditions, together with your final itinerary, constitute the entire agreement between us and you regarding the provision of any travel related services.

1. Agent for Suppliers

- 1.1 Somerset White acts as sales agents and does not itself own or provide any of the services, facilities or travel arrangements which make up your booking. These are provided by third parties with whom we arrange to provide the services, facilities or travel arrangements which make up your booking (the “Suppliers”). These Suppliers may include but are not limited to; airlines, hotels, private aviation vendors, yacht chartering companies, ticket companies, car rental companies, cruise lines and tour operators. You acknowledge that you are subject to their terms and conditions which we will send you prior to a Supplier’s confirmation.
- 1.2 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.

2. Payment for Services

- 2.1 Somerset White requires payment of either a \$5,000 travel management fee (“Travel Management Fee”) or of your Membership Fee, prior to any travel arrangements commencing (“Travel Membership”).
- 2.2 Travel Management Fees are based on the complexity, duration and size of the travelling party. Where bookings involve more than ten (10) travellers, additional

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management fees may apply to reflect the increased coordination and administration required.

- 2.3 We reserve the right to charge interest on invoiced amounts unpaid by the due date at the rate of 4% (four percent) per month above the published rate of JP Morgan Chase & Co. (adjusted monthly and compounded daily) from the due date until the date of payment.

3. Refunds and Price Increases

- 3.1 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 will be notified of any such increase and payment will only be processed following your approval. 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.

4. Itineraries

- 4.1 Itineraries are subject to change without notice due to, for example, circumstances outside of Somerset White's control.
- 4.2 All final itineraries must be reviewed, approved and confirmed by you in writing prior to the commencement of travel. The itinerary forms the basis upon which Somerset White coordinates all travel arrangements and related services. While we will always endeavor to assist with reasonable changes during travel, we cannot guarantee support for significant alterations, additional destinations, or deviations from the agreed itinerary once travel has commenced.
- 4.3 To ensure seamless coordination of your travel experience, we require that all accommodation forming part of the trip be arranged by Somerset White. If accommodation is booked independently by you or a third party, we may be unable to support or manage related arrangements such as transfers, restaurant bookings, or local activities. In such cases, our responsibility is limited, and service levels may be affected.

5. Traveler Insurance

- 5.1 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.

6. Travel Documentation

- 6.1 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 (a requirement to enter some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your smartphone while traveling.

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- 6.2 For up-to-date visa requirements US citizens should visit www.travel.state.gov. Citizens of other countries should check with the relevant embassy in their own country.
- 6.3 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.
- 6.4 Please be aware that visa information is subject to change by the relevant government at any time.
- 6.5 The name on your airline tickets must be identical to the name that appears on your passport.
- 6.6 **IMPORTANT INFORMATION FOR US 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 7, 2025, 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) 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 for domestic flights.

7. 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.

- 7.1 **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.
- 7.2 **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.
- 7.3 **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 Somerset White specialist, and that you consult with your physician before confirming your booking.

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- 7.4 **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.
- 7.5 **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 Suppliers of your request, but we cannot guarantee their availability or ability to meet your dietary requirements. You should always check directly with the Suppliers regarding any dietary requirements and you are solely responsible for ensuring any food or drinks consumed as part of the trip meet any special dietary requirements.

8. Data Protection

- 8.1 We will hold your name, address and any other details you supply us with on our database. This information will be used to make your travel arrangements and to send you information about Somerset White. In order to make your travel arrangements we may need to pass your details to companies and individuals in countries where less stringent data protection controls may be in place. We will not pass on your details to third parties for any other marketing purposes.
- 8.2 We will process your personal data as set out in our Privacy Policy which can be found at <https://somerset-white-us-privacy-policy.tiiny.site>.

9. If you Change your Trip

- 9.1 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.
- 9.2 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.

10. If you Cancel your Trip.

- 10.1 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 travel@somersetwhite.com. As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from Somerset White.

11. Alterations or Cancellations by you after Commencement of Travel and unused Services

- 11.1 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

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arrangements themselves. As a basic principle, no refunds will be paid to you or other travelers 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.

12. Transferring a booking

12.1 You are entitled to transfer your booking to another individual up until 7 days prior to departure on your Trip. However you will be responsible for all reasonable costs incurred by us and any third parties in transferring such booking. Any individual to whom you wish to transfer the booking must satisfy any conditions under these terms and conditions to enable such transfer to be effected.

13. Flights and your Responsibility

13.1 The flight details shown in your custom itinerary are for guidance only and are subject to change. The times shown on all tickets are generally local times (unless otherwise stated) and check in for both outward and return flights is generally at least 2 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.

13.2 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.

13.3 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.

13.4 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 of any fees relating to your booking.

13.5 When you book with us, you accept responsibility for any damage or loss caused by you or another traveler in your party. 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.

13.6 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

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

14. Travel Advisories/Warnings and your responsibility

- 14.1 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/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.

15. Event Tickets

- 15.1 Where we receive instructions from you to attempt to obtain tickets via a ticket broker, we will consult with Suppliers in an effort to source and purchase such tickets. You acknowledge and agree that such tickets, where available, may require the payment of a premium to their face value.
- 15.2 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 us liable for any dissatisfaction of the exact location of those seats.
- 15.3 Where 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 solely to the face value of such tickets.
- 15.4 Where you decide to cancel 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.

16. Excursions

- 16.1 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.

17. Villa Rentals

- 17.1 If you book a private villa, guest house, residence, apartment, loft, or other private stay accommodation with us (each, a "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. Some Villa bookings may be made through third party sites including Airbnb, One Fine Stay and Plum Guide, in which case you will be bound by the booking terms of that third party site. We will make these terms available to you. To enable us to deal quickly

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with any issues which may arise in relation to your Villa, you hereby authorize us to communicate with the Villa owner on your behalf.

- 17.2 Except where explicitly agreed in writing, Somerset White does not arrange accommodation through peer-to-peer rental platforms (including Airbnb, Vrbo, HomeAway and similar services). Where you choose to book accommodation through such platforms independently, we will not be responsible or liable for coordination of related on-the-ground arrangements (such as transfers, private airport services, activities or dining reservations) in connection with that accommodation.
- 17.3 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).
- 17.4 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.
- 17.5 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.
- 17.6 **Exclusions**
- 17.6.1 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.
- 17.7 **Extra Services**
- 17.7.1 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

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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.

17.7.2 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.

17.8 **Maximum Number of Guests**

17.8.1 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 travelers in advance of travel and any accommodation we arrange for you must be used only by the people specified on your confirmation receipt.

17.9 **Safety and Protection**

17.9.1 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 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.

17.10 **Swimming Pools**

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17.10.1 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.

17.11 Arrival Times & Departure Times

17.11.1 To allow sufficient time for housekeeping and property preparation, suggested villa check-in is typically between 4pm and 7pm, with departure by 10am on the final day, unless otherwise specified for your rental contract. If you expect to arrive later than the suggested check-in window, please let your Somerset White contact know in advance so we can coordinate with the local team. In some destinations, late arrivals may incur additional staffing charges set by the property or management company, which would be passed on where applicable.

17.12 Telephone / Internet

17.12.1 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.

17.13 Pets

17.13.1 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.

17.14 Local Wildlife

17.14.2 Many villas are located in countryside or coastal settings, where local wildlife and insects are naturally part of the environment. While properties are maintained to a high standard, occasional encounters with insects or small animals may occur, particularly in warmer climates or rural locations. To minimise this, we recommend keeping food covered or cleared after outdoor dining and closing doors and windows where appropriate. Guests should not feed local animals, as

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this may encourage repeat visits during or after your stay. Somerset White acts as a travel advisor and does not manage or operate villas directly and therefore cannot guarantee the complete absence of wildlife. If you have allergies or specific concerns, please let us know prior to booking and we will do our best to guide you toward the most suitable options.

17.15 Vehicles

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

18. Yacht Charters

18.1 Embarkation and Disembarkation Times

18.1.1 To allow time for cleaning and re-stocking of provisions, you will usually embark your vessel after 4pm on the first day of your charter, and you will usually disembark by 10am on the departure day unless otherwise specified.

18.2 Common Additional Costs

18.1.2 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 8-15% 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.

18.3 Additional Cruising

18.3.1 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.

18.4 Delivery

18.4.1 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).

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18.5 Re-Delivery

18.5.1 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.

18.6 Use of the Yacht

18.6.1 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 behavior 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.

18.7 Maximum Number of Passengers Aboard

18.7.1 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.

18.8 Responsibility for Children & Non-Swimmers

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

18.9 Health Considerations

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

18.10 Bad Weather

18.10.1 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.

18.11 Yacht Descriptions

18.11.1 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

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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.

19. Liability

- 19.1 All travel services and trips organised by us are subject to these conditions and the other general information in our brochures and custom itineraries. Somerset White LLC. (the headquarters of which are at 430 W 14th St New York, NY 10014 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, uniforms, documents, or otherwise. 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, Supplier or of any other third party.
- 19.2 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 any event or circumstances which is outside of Somerset White’s reasonable control, including but not limited to, acts of God, acts of government, 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. In addition, you release Somerset White, to the fullest extent permitted by law, from its own negligence and assume all risk thereof.
- 19.3 We will not be liable for any loss or damage suffered by you or your party which results from: (i) the acts or omissions of you or any member of your party; and (ii) the acts or omissions of a third party unconnected with our provision of travel services to you.
- 19.4 Any liability of Somerset White under these terms and conditions shall be limited to 3 times the total cost of your holiday. If you are awarded compensation under any passenger rights legislation or international convention, we are entitled to deduct this from any sum paid to you as compensation by us.

20. Assumption of Risk

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- 20.1 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, willful 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 your travel, whether or not such risks have been identified in these Travel Services Terms. 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.

21. Bankruptcies

- 21.1 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.
- 21.2 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.

22. Infectious Disease Release

- 22.1 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.
- 22.2 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 Centers 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 participant's responsibility to review.
- 22.3 You also accept the following risks of participating on this trip including, without limitation:
- 22.3.1 All other risks associated with any infectious disease including preclusion from public or private buildings, land or areas, inconvenience, limitations etc.
- 22.3.2 Risk of your travel insurance not covering infectious disease related claims.
- 22.3.3 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.

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- 22.3.4 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.
- 22.3.5 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.
- 22.3.6 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.
- 22.3.7 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.

23. Voluntary Participation

- 23.1 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 your Trip. You must notify us in writing promptly if you consider that any element of your Trip does not correspond to the description or Itinerary provided by us.

24. Assistance required during your trip

- 24.1 If you require any assistance during your travel as arranged by Us, you can contact us using the emergency contact details provided in your itinerary and we will provide appropriate assistance in light of the circumstances. We may charge a fee for any such assistance where any difficulty is caused intentionally or negligently by You or the relevant traveler. We will inform you of any such costs before they are incurred.
- 24.2 Our office hours are Monday to Friday, 9am to 6pm (ET & PT, depending where your travel manager is located). Outside these hours, a member of the Somerset White team may be available for urgent matters by phone or email. Outside these hours, a member of the Somerset White team may be available for urgent matters by phone or email. This should not be considered a guaranteed 24-hour concierge service.

25. Binding Arbitration

- 25.1 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

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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.

- 25.2 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.

26. Notices

- 26.1 Any notice or other communication to be given under or in connection with these terms and conditions shall be in writing and shall be:
- 26.1.1 delivered by hand or by certified mail, or other overnight mail by a nationally recognized overnight delivery service at, in the case of Somerset White, its New York office or, in your case, at the address provided to us from time to time; or
- 26.1.2 sent by email to, in the case of Somerset White, notices@somersetwhite.com and, in your case, the email address we have been instructed to use by you in writing.
- 26.2 Any notice or communication sent in accordance with section 26.1, above, shall be deemed to have been received:
- 26.2.1 if delivered by hand, on the signature of a delivery receipt; if sent by certified mail at 9am on the second business day after posting; or if by overnight mail, at 9am on the next business day after posting; or
- 26.2.2 if sent by email, at 9am on the next business day after transmission.
- 26.3 For the purpose of this section, any times shall be the time at the destination of receipt.
- 26.4 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.

27. General

Third party rights

- 27.1 Subject to section 27.2, 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 these terms and conditions.
- 27.2 These terms and conditions are for the benefit of Somerset White and the members of its group, any one of which may enforce them as if it were a party to them.

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Waiver

- 27.3 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.
- 27.4 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.

Severance

- 27.5 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.
- 27.6 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 and Jurisdiction

- 27.7 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. Somerset White and you, subject to the arbitration provisions contained in section 25 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 these terms and conditions except, however, for those matters to be arbitrated.

No Partnership Or Agency

- 27.8 Nothing in these terms and conditions 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 under these terms and conditions for the purpose of Somerset White providing or booking services hereunder.

Variation

- 27.9 Except as expressly agreed otherwise by the parties 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.

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- 27.10 Except as expressly provided in sections 25, 27.5 and 27.6 neither party shall be bound by any amendment or supplement of the terms and conditions, except if the same is in writing and signed by or on behalf of such party.

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