

SOMERSET WHITE

TRAVEL SERVICES

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. ("Somerset White " or "We") and used by you or any member of your party ("You").

Agent for Suppliers

Somerset White act 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 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.

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.

Retainer/Payment for Services.

Somerset White requires payment for the retainer fee prior to any travel arrangements commencing. Somerset White charges 15% of the total cost of the trip as their management fee. This fee is payable one week prior to travel and shall be adjusted for any increased cost thereafter.

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. Citizens of other countries

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should check with the relevant embassy in their own country.

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) 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.

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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Data Protection

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.

Release, Assumption of Risk, and Binding Arbitration Agreement

All 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 379 W Broadway, 2nd 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, 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 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.

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

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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 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.

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

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

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

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

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.

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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.

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. 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.

Force Majeure

We cannot accept liability, make refunds or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure". "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. This force majeure clause is applicable to every provision in this document, as well as to all other information provided with regard to your trip.

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

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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 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 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.

Tickets

Where the Company receives instructions from a client to attempt to obtain tickets via a ticket broker, the Company 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. Where tickets are purchased by the Company knowing only a general area of the seats and not the specific seat number, you acknowledge that the Company has given all the information available to it at that time and that you will not hold the Company liable for any dissatisfaction of the exact location of those seats.

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. Where you decide to cancel tickets, 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.

Villa Rentals

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

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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 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.

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Arrival Times & 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 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

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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 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.

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.

Responsibility for Children & 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.

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