

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 the Member's family or personal staff as named on the Membership Application Form by the Member or as subsequently notified 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 England) when banks in London are open for business, with the exception of the Company closure dates over the Christmas period, which may be amended with due notice each year;
 - 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, 2nd Floor, New York, NY 10012;
 - 1.1.4. “Confidential Information” means any information that is treated as confidential by a party, including but not limited to all non-public information about its personal or business affairs (as applicable), products or services, pricing for Services and Products, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”;
 - 1.1.5. "Deposit" has the meaning given to it in section 5.6;
 - 1.1.6. "Effective Date" has the meaning given to it in section 2.2;
 - 1.1.7. "Employee" has the meaning given to it in section 11.1;
 - 1.1.8. "Expense Account" has the meaning given to it in section 5.6;
 - 1.1.9. “Force Majeure” means any event or circumstances which is outside the reasonable control of the Company or the Supplier of the Services in question. 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 the Company’s reasonable control.
 - 1.1.10. “Goods” means any goods purchased by or supplied to the Company on behalf of the 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;
 - 1.1.11. “Group” means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

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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 ID” means the Member’s proof of address and proof of identity in a form acceptable to the Company as set out in the Membership Application Form;
- 1.1.14. “Member Profile” means the member profile information document provided by the Company for completion by the Member;
- 1.1.15. “Membership” means the right of the Member to receive Services provided by the Company under these Terms and Conditions, upon payment of all sums due by the Member and the satisfaction of all other conditions precedent to Membership. Such Services to be provided on either an annual, short term or other basis, dependent on the level of membership detailed in the Membership Application Form and / or agreed between the parties in writing. For the avoidance of doubt, reference to the word ‘Membership’ shall include all types of membership: including, but not limited to, Standard Membership and Short-Term Membership or those who are made honorary Members, unless specified otherwise in any section;
- 1.1.16. “Membership Application Form” means the application form completed by an applicant in applying for Membership;
- 1.1.17. “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;
- 1.1.18. “Package(s)” means when the Member buys a certain number of hours’ worth of the Company’s time to perform Services and/or have made a payment for a retainer to the Company to perform Services in accordance with the type of Membership;
- 1.1.19. “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;
- 1.1.20. “Personnel” has the meaning given to it in section 10.3;
- 1.1.21. “Price Guide” means the schedule detailing the Rate and certain 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;
- 1.1.22. “Privacy Policy” means the Company’s Privacy Policy available at https://www.somersetwhite.com/files/ugd/09a857_bb52d1f2e6f64805ba63ee83bcd4d36f.pdf as amended by the Company from time to time;
- 1.1.23. “Quarter” means every three-month period from the Effective Date;
- 1.1.24. “Rate” has the meaning given to it in section 4.1;
- 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 the Member under the Terms and Conditions including the purchase of Goods on behalf of the Member;

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- 1.1.28. “Short Term Membership” means access of the Member to the Services for six months or such term otherwise agreed in writing between the Member and Company of less than 12 months;
- 1.1.29. “Sold-Out Event” has the meaning given to it in section 6.14;
- 1.1.30. “Standard Membership” means annual access of the Services to the Member;
- 1.1.31. “Supplier” means any third-party supplier with whom the Company liaises in sourcing Services while acting 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 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.
 - 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. Subject to section 2.2 below, within 30 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 for any reason or no reason. 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 successful, the Membership of an applicant will not commence or have been finally approved until (i) Company receives payment of the full Membership Fee in cleared funds; (ii) the Member has provided a copy of its Member ID, address details and other information reasonably requested by the Company as part of the Company's 'Know Your Client' and due diligence procedures; and (iii) the Member satisfies such Know Your Client and due diligence procedures. Upon completion of the foregoing, Membership shall commence on the date notified to the Member by the Company for commencement of Membership (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, for which the Company shall not be liable.
- 2.3. Acceptance by the Company of an application for Membership constitutes a binding contractual agreement between the Company and the Member upon these Terms and Conditions commencing from the Effective Date.
- 2.4. Membership is personal to the Member and the Member may not transfer, assign or otherwise deal in any manner with their rights and obligations under these Terms and Conditions.
- 2.5. The Company reserves the right to request further or additional Member ID and other relevant information at any time during the Membership, for the purpose of the Company's 'Know Your Client' and due diligence procedures. Failure to comply with such a request will be considered a serious breach for the purposes of section 7.1.1.
- 2.6. The Company may:
 - 2.6.1. assign, transfer, or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions at any time. The Company shall give the Member at least 7 days' prior written notice of such intention to assign, transfer, 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); and
 - 2.6.2. subcontract or delegate any element of the Services, a Package, fulfilment of a Membership or any of its rights or obligations under these Terms and Conditions.
- 2.7. In the case of the death of the Member, the Member's personal representatives are responsible for notifying the Company of the Member's death. The Membership shall automatically cease upon the Member's death. Membership shall not be transferrable by inheritance or by operation of law. The Member shall be entitled to a pro-rated refund 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.

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3. Membership Fees and Renewals

3.1. The Membership Fee shall be payable by the Member irrespective of the Member's level of use of the Services or any changes in the Member's personal circumstances, including 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 30 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.

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 (each a "Payment Date") and, which shall, at Company's option, be payable via direct debit pursuant to the Payment section 5. 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.

3.2.5. If the Membership Fee or any instalment remains unpaid after the due date for payment, any and all monies owing to the Company under these Terms and Conditions will become due and payable immediately as a debt. Such monies will include any unpaid balance of (i) the Service Fees, or (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 sections 4 and 5 below.

4. Service Fees

4.1. Unless otherwise agreed in writing or otherwise set out in the Schedules, Services are provided on the basis of an hourly charge out rate, plus VAT where applicable, which varies according to the day, time and location of the provision of Services as well as by reference to who within the Company provides 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.

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- 4.2. For Standard Memberships only, any amendments to the Rate will be communicated to the Member in writing no later than 30 days prior to the intended implementation of an amended Rate. Upon receiving such notification, the 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. Such reimbursement will be arranged by the Company within 30 days following receipt of the notice of cancellation from the Member. For the avoidance of doubt, in the absence of a notice of cancellation, the 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.
- 4.4. Subject to section 4.3 above and unless agreed otherwise, the Company shall issue annual, monthly or Quarterly invoices (according to Membership type) in respect of the Service Fees to the Member. Service Fees shall be payable by way of direct debit when invoiced and shall be paid no later than 30 days from the date of the invoice.

5. **Payments**

- 5.1. The Member shall pay all amounts due to the Company under these Terms and Conditions (including the Schedules), 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 until such outstanding payment is settled, thereby preventing the Member from using the Services;
 - 5.1.2. cancel the Membership pursuant to section 7.1.2, 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: (a) 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 and any fees charged by the Member's bank or card provider which are outside of these Terms and Conditions.
- 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 any unused period of membership comprising a whole Quarter.

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- 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. An invoice shall be provided monthly or quarterly which is payable by the Member by direct debit when invoiced, but in no event later than 30 days of the date of the invoice.
- 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 Short Term Memberships and Standard Memberships any hours not utilized 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.

Expense Account

- 5.6. The Company offers an expense account facility to be used in accordance with this section 5 (the "Expense Account") to each Member at no extra charge. From time to time, the Company may request that the Member makes a deposit of funds ("Deposit") into the Expense Account on specified dates. Where a request for a Deposit is not made on the specified date, the Company may decline to provide any further Services to the Member until the Member has made the required Deposit into the Expense Account.
- 5.7. 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 Membership and suspend the provision of any Services to the Member.
- 5.8. Notwithstanding the Company's rights in section 5.6 and 5.7, the Company may top up the Expense Account using the Payment Card with the required Deposits or such other reasonable sums to meet anticipated payments or sums due to Suppliers, if the Member has authorised the Company to use the Payment Card in accordance with section 5.14.
- 5.9. The Member may at any time request that the balance of any monies contained in the Expense Account are 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.
- 5.10. The Company may use the monies contained in the relevant Member's Expense Account in order:
 - 5.10.1. to make payments to a Supplier on the Member's behalf; and/or
 - 5.10.2. to pay an invoice of the Supplier or the Company; and/or
 - 5.10.3. upon termination or cancellation of the Membership, 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.
- 5.11. Upon expiry and/or termination of any Membership, should monies be left in the Member's 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.

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- 5.12. A complete breakdown of all movements into and out of the Expense Account during each calendar month will be provided in the statement of account which will be sent to the Member within 30 days of the end of each month.
- 5.13. In relation to any deposit made to the Member's Expense 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

- 5.14. 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, meet a required Deposit or such other anticipated payments or sums due to Suppliers; 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 or top up the Expense Account, as appropriate, on condition that the 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:
 - 5.14.1. the Company shall have no liability in respect of or be responsible in any way for any use of the Member's Payment Card in such circumstances;
 - 5.14.2. the Payment Card used will be that of the Member or authorised employee; and
 - 5.14.3. the Payment Card will be in sufficient funds or have sufficient credit to cover in full the cost of the goods or services supplied by the Supplier and purchased using the Payment Card (and the Member acknowledges that failure to maintain sufficient funds resulting in the balance of the account linked to the Payment Card becoming negative, could impact the Member's credit score and financial circumstances).
- 5.15. 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 or top up of the Expense Account, the Member must notify the Company at the time of requesting the relevant Services.
- 5.16. From time to time the Member may instruct the Company to make a reservation (including restaurant reservations) on his or her behalf. Where such reservation is subsequently cancelled by the Member, the Member authorises the Company to deduct the amount of any deposit forfeited by, or no-show fee charged to, the Company as a result of such cancellation from the Member's Expense Account or Payment Card on file.

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 that are capable of being performed by the Company.
- 6.2. The Company shall use its reasonable endeavours 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. The Company may however in its sole discretion, refuse to act on the instructions of an Agreed User and / or require verbal or written confirmation of the Member to act on the instructions of an Agreed User.

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- 6.4. Schedule 1 will apply to party and event organisation.
- 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 searches, may be supplemented by additional terms and conditions and fees, the details of which will be sent to the Member upon requesting such Services. The provision of such Services will not commence until such additional terms and conditions have either been agreed and authorised in writing or duly signed by the Member or its Agreed Users.
- 6.8. The Company reserves the right to:
 - 6.8.1. refuse to provide any Service requested; and/or
 - 6.8.2. withdraw 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 the 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 liaise with Suppliers to procure the Services to be provided to the Members. The Company will communicate with Suppliers on the 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 the Member is required to comply with such terms and conditions. The provision of such Services by a Supplier are subject to such Supplier terms and conditions which shall be directly between the Member and the relevant Supplier. Where the Member requests the Company to purchase Services on its behalf from a Supplier, the Member agrees that the purchase of such Services will be arranged by the Company as agent for the Member and accordingly any contract of purchase will be entered into directly between the Member and the relevant Supplier.
- 6.12. Unless otherwise agreed by the Supplier, the Member shall not be entitled to cancel any Service requested where, on the Member's or its Agreed Users' instructions, performance has already begun. Any charge imposed by Suppliers in connection with a cancellation of Services shall be borne exclusively by the Member.
- 6.13. The 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 the Member's behalf.

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- 6.14. Where the Company receives instructions from the 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. The Member acknowledges and agrees that such tickets may be purchased at a premium to their face value.
- 6.15. Where tickets are purchased by the 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.
- 6.16. Where tickets to a Sold-Out Event have been purchased pursuant to section 6.14, above, and the Sold-Out Event is subsequently cancelled for any reason, the Member 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.
- 6.17. Where the Member decides to cancel tickets arranged on the Member's behalf by the Company, the Company will not 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.
- 6.18. Without prejudice to the Member's statutory rights, where the Company, as principal, sources and arranges the supply of Goods which are made to the Member's personal specification or are perishable in nature, such Goods will not be returnable by or refundable to the Member under any circumstances.
- 6.19. Where the 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 directly between the Member and the relevant Supplier.
- 6.20. Upon the Member's request, the Company may provide recommendations to the Member in relation to selecting Suppliers or particular Goods and Services. The Member acknowledges that the Company provides genuine recommendations based on its past experience and industry knowledge. The Company may receive commissions or referral fees from Suppliers as a result of the Member's decision to use that Supplier and the Member agrees that the Company may retain such commissions and referral fees.
- 6.21. Where the 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 notified to the Member at the time the request is made to the Company and included in the Service Fees invoice, along with the cost of the Goods.
- 6.22. The risk in the Goods will pass to the Member in accordance with the applicable Supplier's terms and conditions.
- 6.23. The Company give no warranties as to the quality and / or 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.
- 6.24. Where the 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 and shall not be liable for any damage caused to the Goods when in the Company's possession unless resulting from wilful misconduct. 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. **Cancellation and Suspension of Membership or Services**

Cancellation by the Company

- 7.1. Without affecting any other right or remedy available to it, the Company reserves the absolute right to cancel the Membership or the provision of any Services in full or in part (at its sole discretion) with immediate effect in the following circumstances:
- 7.1.1. where the Member commits a serious or repeated breach of these Terms and Conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
 - 7.1.2. if any part of the Membership Fee, Service Fees, Packages or payment to be made to the Member's Expense Account remains unpaid 30 days after its due date for payment;
 - 7.1.3. if the Member fails to provide information that the Company requires to maintain the Membership or provides the Company with false information when applying for membership or in connection with any request for Services or payment of fees hereunder;
 - 7.1.4. the Company becomes aware, or reasonably suspects, the Member is or has engaged in illegal activity;
 - 7.1.5. if the Company has to do so under any law, regulation, court order, or similar direction or instruction;
 - 7.1.6. if the Member (or its use of the membership or Services) exceeds the Company's risk appetite, having regard to applicable law and regulation; or
 - 7.1.7. the Member is verbally or physically abusive towards any member of staff of the Company or any third parties working with the Company to deliver the Services to the Member, including Suppliers.

If the Company terminates for any of the reasons in this section 7.1, it reserves the right to retain a proportion of the money paid under these Terms and Conditions to cover any reasonable costs incurred, including legal expenses.

- 7.2. Without affecting any other right or remedy available to it, the Company may cancel a Standard Membership upon giving not less than three months' written notice to the Member.
- 7.3. 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

- 7.4. Subject to section 7.5, if the Member is on:
- 7.4.1. a Standard Membership, they shall not be entitled to cancel a Standard Membership until the end of the then current 12-month term; and
 - 7.4.2. a Short-Term Membership, they shall not be entitled to cancel a Short-Term Membership until the expiry of the agreed term.
- 7.5. The 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 7.6, 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.

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- 7.6. Where the Member cancels membership pursuant to section 7.5, above the Member shall pay an administration fee of \$650 plus any applicable taxes to cover the Company's lost expenses and handling charges incurred in connection with processing the Member's application. Such fee will be deducted from the Membership Fee refund owed to the Member.
- 7.7. Subject to sections 7.4 and 7.5, the Member is entitled to cancel Standard Membership by giving not less than 30 days' written 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.
- 7.8. Where Standard Membership has been cancelled in accordance with section 7.7, 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 the 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.
- 7.9. In addition to the rights of cancellation under this section 7, the Member shall be entitled to cancel Standard Membership in accordance with sections 3.2.1, 4.2 and 15.10, herein.

8. Consequences of Cancellation

- 8.1. 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 8 (Consequences of Cancellation), section 9 (Liability), section 10 (Confidentiality), section 11 (Employment by Member of Employees of the Company), section 13 (Anti-Money-Laundering), sections 15.1 and 15.2 (Third Party Rights), sections 15.3 and 15.4 (Waiver), sections 15.5 and 15.6 (Severance), section 15.7 (Governing Law) and section 15.8 (Jurisdiction).
- 8.2. 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.

9. Liability

- 9.1. The Company shall, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, such provision will accord with the Member's reasonable and lawful requests and instructions.
- 9.2. Where the Company selects a Supplier to provide Services to the Member, it will use reasonable care and skill in selecting and engaging such Supplier. Except as provided in section 9.1, 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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- 9.3. The sourcing of Suppliers is subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable endeavours to procure that a substitute Supplier is located. The Company shall not be responsible for any acts or omissions of Suppliers.
- 9.4. The Member 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 endeavours to assist the Member in any subsequent dealings with Suppliers.
- 9.5. On occasions, the Company may be asked to make recommendations to the Member, including, but not limited to, with respect to the selection of Suppliers pursuant to section 6.20. When making such recommendations, the Company shall use reasonable endeavours to ensure that such recommendations are accurate. However, the Company does not warrant to the Member that such recommendations are accurate or that they will be to the Member's own satisfaction. The Member 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 the Member in the course of acting upon such a recommendation.
- 9.6. Contracts which the Member enters 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 the Member as a result of any act or omission of a Supplier.
- 9.7. Nothing in this Agreement (including its Schedules) limits or excludes either party's liability for (i) death or personal injury caused by its negligence or that of its employees, (ii) fraud or fraudulent misrepresentation or (iii) any other liability which cannot be limited or excluded by law.
- 9.8. Subject to section 9.7, to the maximum extent permitted under applicable law, the Company's aggregate liability to the Member whether arising from negligence, tort, breach of contract or other obligation or duty is:
- 9.8.1. in respect of the recruitment Services, limited in accordance with paragraph 9 of Schedule 3 (Recruitment Terms);
- 9.8.2. in respect of the travel Services, limited in accordance with the section titled 'Liability and Assumption of Risk' in Schedule 2 (Travel Terms); and
- 9.8.3. in respect of all other Services, limited to the greater of: (i) one hundred dollars (\$100.00); or (ii) the amount of the Membership Fee paid or payable by the Member in the preceding 12 months, and
- the Member is responsible for making their own arrangements for the insurance of any excess loss.

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the Member is responsible for making their own arrangements for the insurance of any excess loss.

- 9.9. Subject section 9.7, the Company will not have any liability to the Member for any claim, whether arising from negligence, tort, breach of contract or other obligation or duty, to the extent that such claim is or can be characterized as a claim for (or arising from):

- 9.9.1. loss of revenue or profits;
- 9.9.2. loss of sales or of business opportunity;
- 9.9.3. loss of agreements or contracts;
- 9.9.4. loss of or damage to goodwill or injury to reputation;
- 9.9.5. indirect, consequential or special loss or damage;
- 9.9.6. loss of use or corruption of software, data or information; or
- 9.9.7. anticipated savings.

- 9.10. The Company:

9.10.1. 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 Force Majeure; and

9.10.2. cannot accept liability, make refunds or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected, or the Member otherwise suffers loss, injury, death, inconvenience or damage as a result of circumstances amounting to Force Majeure,

- 9.11. 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 the Member's or Agreed Users' acts or omissions under these Terms and Conditions.

10. Confidentiality

- 10.1. Except to the extent set out in this section 10, or where disclosure is expressly permitted elsewhere in these Terms and Conditions, each party (the "Receiving Party") shall:

10.1.1. treat all Confidential Information of the other party (the "Disclosing Party") that it holds in relation to the Services or these Terms and Conditions ("Member Confidential Information") as confidential applying at least the same security measures and degree of care to protect the confidentiality and integrity of such Confidential Information as it applies to its own confidential information of a similar nature; and

10.1.2. not disclose the Disclosing Party's Confidential Information, subject to section 10.3, to any other person without the Disclosing Party's prior written request or approval.

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- 10.2. Section 10.1, above, shall not apply to the extent that a party's Confidential Information:
- 10.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its representatives in breach of these Terms and Conditions), or;
 - 10.2.2. was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or
 - 10.2.3. was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
 - 10.2.4. was lawfully in the possession of the Receiving Party before it was disclosed to it by the Disclosing Party as evidenced by written records; or
 - 10.2.5. the parties agree in writing is not confidential or may be disclosed.
- 10.3. Notwithstanding the foregoing restrictions in sections 10.1 and 10.2, the Company may disclose the Member's 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 reasonably need to know the such Confidential Information. The Company shall ensure that such Personnel and Suppliers are aware of, and as far as commercially reasonable comply with, these confidentiality obligations.
- 10.4. The Company shall not, and shall endeavour to ensure that the Personnel do not, use any of the Member's Confidential Information received otherwise than for the purposes of these Terms and Conditions and the provision of the Services.
- 10.5. 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.
- 10.6. The Receiving Party may disclose the Confidential Information of the Disclosing Party 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 Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section 10.6, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 10.7. The obligations in this section 10 shall survive any termination of Membership.

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11. Employment by Member of Employees of the Company

- 11.1. For the purposes of this section 11, "Employee" means any employee of the Company or any member of its Group.
- 11.2. The Member acknowledges that the Company expends significant time and expense in recruiting and training its employees and the loss of Employees would cause significant and irreparable harm to the Company. 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 eight 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, the Member shall either immediately notify the Company or the Company shall notify the Member if they become aware of such engagement, in which case, the Company shall be entitled to:
 - 11.2.1. charge the Member a fee representing 40% (forty per centum) of the Employee's annual basic salary and guaranteed bonuses (as at the date of the termination of employment) (the "Agreed Sum") payable within 30 days upon notification by either the Member or the Company; and/or
 - 11.2.2. terminate the Membership with immediate effect without any penalty or obligation to return any pre-paid Membership Fees.
- 11.3. The Member acknowledges and agrees that:
 - 11.3.1. the Agreed Sum is a genuine and conservative pre-estimate of loss that the Company will suffer as a consequence of the Employee leaving the Company;
 - 11.3.2. there are inherent difficulties in determining (at the Effective Date) a precise pre-estimate of the 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; and
 - 11.3.3. 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.
- 11.4. 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).
- 11.5. The obligations in this section 11 shall survive any termination of Membership.
- 11.6. The obligations in this section 11 shall not apply with respect to Employees located in the State of California, or in any other jurisdiction where prohibited.

12. Data Protection

The Member should refer to the Company's Privacy Policy available at https://www.somersetwhite.com/files/ugd/09a857_bb52d1f2e6f64805ba63ee83bcd4d36f.pdf for information on how the Company uses and protects personal information processed by the Company in connection with these Terms and Conditions, including personal information about the Member, Agreed Users and the Member's family and household member.

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13. Anti-Money Laundering

13.1. The Member warrants and agrees 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 any such laws and regulations.

13.2. When onboarding the Member and providing the Service as part of the Membership, the Member acknowledges that the Company undertakes certain 'Know Your Client' and due diligence procedures, in addition to gathering information about the Member and any other relevant parties, this may also include identity, fraud and credit checks and other consideration relevant to matters in section 13.1. The Member agrees to provide all such relevant information as the Company may require in relation to this, during onboarding and the Membership, as soon as possible. If the Member is unable to provide this, the Company may not be able to onboard the Member or may have to suspend or cancel the Membership. The Member further agrees to provide any additional information reasonably requested by the Company to comply with its anti-money laundering and compliance obligations.

14. Notices

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

14.1.1. 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

14.1.2. sent by email to, in the case of the Company, notices@somersetwhite.com and, in the case of the Member, the email address set out in the Membership Application Form or such email address that the Company has been instructed to use by the Member in writing.

14.2. Any notice or communication sent in accordance with 14.1 shall be deemed to have been received:

14.2.1. if delivered by hand, on the signature of the delivery receipt; if sent by pre-paid first-class post or other next Business Day delivery service, at 9am on the second Business Day after posting; or

14.2.2. if sent by email, at 9am on the next Business Day after transmission.

14.3. For the purpose of this section, any times shall be the time at the destination of receipt.

14.4. 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.

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15. General

Third party rights

- 15.1. Subject to section 15.2 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.
- 15.2. 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 they were a party to them.

Waiver

- 15.3. 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.
- 15.4. 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

- 15.5. 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.
- 15.6. 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

- 15.7. 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 15.8 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 these Terms and Conditions except, however, for those matters to be arbitrated.

Mandatory Arbitration

- 15.8. Any dispute or controversy between the Member and the Company arising out of, relating to, or associated with these Terms and Conditions, 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 Commercial Arbitration Rules of the American Arbitration Association. The determination of the tribunal 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

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competent jurisdiction. Notwithstanding the foregoing, any party hereto may seek interim or provisional equitable relief in a court specified in section 15.7 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 15.5 and 15.6, 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 these Terms and Conditions, and the arbitrators' failure to comply with this provision shall constitute grounds for vacating an award.

No Partnership or Agency

- 15.9. 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, constitute any party the agent of another party, or authorise 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 the Company providing or booking Services hereunder.

Variation

- 15.10. The Company may vary the Terms and Conditions from time to time and will notify the Member in writing in advance 30 days prior to such variation. Upon receiving a notice of a material or substantial variation of these Terms and Conditions, the Member may cancel its Membership by serving notice in writing or email 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. The Member's continuing request for or use of Services will constitute acceptance of the varied Terms and Conditions in any event.
- 15.11. Where the Member wishes to raise any queries, concerns or complaints with the Company, they should write to the Company at 379 W Broadway, Second Floor, New York, NY 10012.
- 15.12. Except as expressly agreed otherwise by the Member and the Company in writing, the Terms and Conditions, the Member Application Form and the Side Letter (as defined in Schedule 1 and in respect of Event Services only) 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.
- 15.13. Except as expressly provided in sections 15.5 15.6 and 15.10, 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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Schedule 1 **Event Organisation**

1. This Schedule applies to a request by the 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. In the event of any conflict between the terms of the Side Letter and these Terms and Conditions the terms of the Side Letter shall prevail.
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 organisation 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 invoice issued in accordance with section 4.4 of the Terms and Conditions. In addition, the Member agrees to pay the event management fee 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. The Company shall be entitled to pay the Event Management Fee from the Expense Account in accordance with section 5.
4. The Company shall be reimbursed by the Member for authorised 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 section 5 of the 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 paragraph 5.3 of this Schedule 1, 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, including any markup fees chargeable on those expenses by the Company; 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.

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- 5.3. Notwithstanding paragraph 5.2 of this Schedule 1, 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, calculated based on the proposed total Event spend at the date of cancellation. 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).

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 the Member's liability nor release the Member from its responsibilities or obligations set out in these Terms and Conditions and does not absolve any act or omission on the part of the Member or any member of its Group.
- 6.2. The Member is 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 the Member, Agreed User or any third party as a result of any such act or omission by an Event Supplier and, for the avoidance of doubt, the provisions of section 9 of these Terms and Conditions shall apply.

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

- 7.1. The Company will engage Event Suppliers on behalf of the Member and facilitate payment to Event Suppliers. The Member agrees to forward by direct debit or 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 direct debit or 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. If the Event cannot proceed due to Force Majeure, 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 or refunded. 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

References to “Somerset White,” “we,” “us” or “our” means the Company and references to “you” or “your” means the Member, Agreed User, or Traveler (as applicable).

The terms and conditions set out below (the “Travel Services Terms”), 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 (“Travel Services”). The Member and/or Agreed Users are responsible for ensuring that all members of your travel party (each, a “Traveler”) are made aware of and comply with the Travel Services Terms.

These Travel Services Terms include important information and set out contractual terms and conditions which apply to any Travel Services. 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. Outside of these Travel Services Terms your travel may be subject to local, state, or federal rules, laws, or obligations and it is your sole responsibility to be aware of and comply with them.

1. **Agent for Suppliers**

- 1.1. 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” in this Schedule 2). 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’s time spent providing the Travel Services will be charged to and paid by you in accordance with the Service Fees provisions of the Membership Terms and Conditions.

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 hereby consent to any such price increases and authorize your Payment Card or other credit, or debit card used to make the relevant Travel Services purchase 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.

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4. Itineraries

- 4.1. Itineraries are subject to change without notice due to circumstances outside of Somerset White's control.

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.
- 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. The name on your airline tickets must be identical to the name that appears on your passport.
- 6.5. **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 a qualified healthcare professional 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 a qualified healthcare professional at least 6 weeks before departure. For up-to-date medical advice we strongly recommend that you visit.

- 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.

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- 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 a qualified healthcare professional.
- 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 a qualified healthcare professional before confirming your booking.
- 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 dietary requirements should be flagged prior to travel; however, it may not be possible for special diets to be catered to in some destinations. We will advise the 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. **If you Change your Trip**
- 8.1.1. If, after any part of your Trip has been booked or you have commenced your Trip, 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.
- 8.1.2. Where a change can be made, we will charge you for any additional costs incurred as a result of such change including any costs imposed or incurred by any of our Suppliers and including, for example, any cancellation charges as well as our reasonable costs for dealing with the change which we will notify to you in advance of taking steps to make a change. 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.
9. **If you Cancel your Trip**
- 9.1. Any refunds or credits for cancellations will be subject to the terms and conditions of the relevant suppliers and may be limited or excluded. Somerset White shall have no obligation to refund any amounts where suppliers do not offer refunds.
- 9.2. 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.

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

- 10.1. 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 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.

11. Flights and your Responsibility

- 11.1. Where flights or other travel arrangements are booked independently by you or any third party, Somerset White cannot accept responsibility for any consequences, delays, or costs arising as a result of those arrangements. It is your responsibility to ensure any independently booked components are compatible with your final itinerary.
- 11.2. 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 indicated) 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. When you book with us, you accept responsibility for any damage or loss caused by you or any other 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.
- 11.7. 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 members 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.

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12. **Travel Advisories / Warnings and your Responsibility**

- 12.1. 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.

13. **Excursions**

- 13.1. 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 the services and not with us.

14. **Villas and Private Stay Accommodation**

- 14.1. If you book a private villa, guest house, residence, apartment 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 with any issues which may arise in relation to your villa, you authorise us to communicate with the villa owner on your behalf.
- 14.2. 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).
- 14.3. 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.
- 14.4. 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.

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14.5. Exclusions

14.5.1 Unless otherwise indicated in the villa particulars, 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 initial details were sent, car rental or transportation to and from the property and anything else which is not specifically included in the description for the villa. Telephone, internet, fax, heating, air-conditioning and pool heating charges are charged separately and will therefore be payable locally by you on departure.

14.6. Extra Services

14.6.1 The Somerset White team will be happy to arrange further services, 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 staff services on your behalf at most Villas. However, these services are subject to availability and cannot be guaranteed.

14.6.2 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.

14.7. Maximum Number of Guests

14.7.1 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.

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14.8. Safety and Protection

14.8.1 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.

14.9. Swimming Pools

14.9.1 The majority of villas 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.

14.10 Arrival Times and Departure Times

14.10.1 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.

14.11 Telephone / Internet

14.11.1 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 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.

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14.12 Pets

- 14.12.1 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.

14.13 Local Wildlife

- 14.13.1 Please note that the majority of 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).

14.14 Vehicles

- 14.14.1 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.

15 Yacht Charters

15.1 Embarkation and Disembarkation Times

- 15.1.1 To allow time for cleaning and re-stocking of provisions, you must embark your vessel after 16:00 on the first day of your charter, and you must disembark by 10:00 on the departure day unless otherwise specified.

15.2 Common Additional Costs

- 15.2.1 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.

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15.3 Additional Cruising

- 15.3.1 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.

15.4 Delivery

- 15.4.1 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).

15.5 Re-Delivery

- 15.5.1 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.

15.6 Use of the Yacht

- 15.6.1 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.

15.7 Maximum Number of Passengers Aboard

- 15.7.1 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.

15.8 Responsibility for Children & Non-Swimmers

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

15.9 Health Considerations

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

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15.10 Bad Weather

15.10.1 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.

15.11 Yacht Descriptions

15.11.1 Every effort is made to ensure that the details, description and prices contained in our documentation 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. 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.

16 Liability

16.1 All Travel Services and trips organized by us are subject to these conditions. 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 provides 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, even if some of those entities utilize the Somerset White name on signs, uniforms, documents, or otherwise. All such persons and entities are independent service providers. 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, Suppliers, or of any other third party.

16.2 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, 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.

16.3 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.

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16.4 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.

17 Assumption of Risk

17.1 You are aware that You acknowledge and agree that there is a risk of cybersecurity breaches, failures of information systems, or loss of data during or in connection with your Trip or any Services, and you accept all such risks.

17.2 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.

18 Bankruptcies

18.1 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.

18.2 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 is recommended for passengers to protect themselves in case of airline bankruptcies.

19 Infectious Disease Release

19.1 You acknowledge that while on or traveling to or from your 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.

19.2 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 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.

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

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

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- 19.3.2 Risk of your travel insurance not covering infectious disease related claims.
- 19.3.3 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.
- 19.3.4 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.
- 19.3.5 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.
- 19.3.6 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.
- 19.3.7 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.

20 Voluntary Participation

- 20.1 You acknowledge that you have voluntarily decided to undertake a trip organized 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.

21 Assistance Required during your Trip

- 21.1 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.

22 Claim and Arbitration Timeframes

- 22.1 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

RECRUITMENT TERMS FOR THE INTRODUCTION OF PERMANANT OR TEMPORARY CONTRACT STAFF (TO BE CONTRACTED BY THE MEMBER, ACTING AS EMPLOYER)

If the Member (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 “Recruitment Services”) the following terms (“Recruitment Terms”) will apply:

1. Definitions

For the purposes of these Recruitment Terms, 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 company 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 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 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.
- 1.4. “Introduction” means (i) the interview of an Applicant by or on 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 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 Price Guide;
- 1.6. “Price Guide” means a schedule detailing the amounts payable to the Company by either the Client upon appointing the Company to search for an Applicant and on the Engagement of an Applicant.
- 1.7. “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 and any bonuses/incentives, commission earnings, inducement payments car allowances, health insurance payments and any guaranteed payments to which the relevant Applicant may be entitled. 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.
- 1.8. “Temporary Placement” is a placement that lasts 6 months or less, details of which are in the Price Guide.

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2. **The Agreement**

- 2.1. These Terms 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 authorizes the Company to act on its behalf in seeking Applicants, including advertising for such Applicants through such methods as determined by Company in its sole reasonable discretion.
- 2.3. Prior to engaging the Company to fill a vacancy under these Recruitment Terms, unless prohibited from doing so under any third party contract, the Client shall notify the Company of any other third parties it has engaged or will be engaging to fill the same vacancy.
- 2.4. 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.
- 2.5. 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 the Company's Recruitment Terms. The Company will provide advance notice of such third party fees and terms.
- 2.6. The Company, may, in its sole discretion, accept or decline any services under these Recruitment Terms to search for an Applicant or facilitate an Engagement.

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 you to prevent or control such risks;
 - 3.1.4. the experience, training, qualifications and any authorisations 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;

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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 its reasonable endeavours to ensure that all Applicants are suitable for the Engagement but gives no warranty in this regard and the Client must also satisfy itself as to the suitability of the relevant Applicant.

4.2. The Company cannot guarantee to find a suitable Applicant for each or any vacancy.

4.3. The Company may be required or tasked with carrying out The Company may be required or tasked with carrying out various background checks on Applicants on behalf of the Client (subject to the Applicant providing consent where necessary and payment by the Client of any fees set out in the Price Guide for such background checks), 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 in respect of the Engagement and 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.

4.5. The Company uses independent third-party service providers to conduct Applicant background checks and the Company is not responsible for the accuracy or legality of such checks.

4.6. Where the Applicant is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Company shall, in addition to the obligations in section 4.3, take reasonably practicable steps to:

4.6.1. obtain confirmation of the Applicant's identity.

4.6.2. obtain confirmation that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary, or which may be required by law or by any professional body; and

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4.6.3. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Applicant and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Applicant, and

If the Company has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

4.7. Should the Client be provided with a non- Should the Company provide any non-disclosure agreement, offer letter, contract, or template document to the Client or Applicant, the Company does not guarantee or warrant that such documents are fit for the purpose the Client requires or legally enforceable. It is the Client's sole responsibility to ensure such documents are suitable and legally binding, and the Company recommends that the Client seeks independent legal advice before relying on them.

4.8. 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, the terms of Engagement between the Client and the Applicant, and compliance with applicable law with respect thereto including, but not limited to, federal, state, and local employment and wage and hour related laws, rules, and regulations.

5 **Applicant Trials**

5.3 Should a 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 3 working days for permanent Engagements.

5.4 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 Price Guide.

6 **Notification and Fees**

6.1 The Company's time spent providing the Recruitment Services will be charged to and paid by the Client in accordance with the Service Fees provisions of the Membership Terms and Conditions. The Introduction Fee payable on Engagement (inclusive of Temporary Placements) is calculated in accordance with the 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 Engagement or Temporary Placement, the company shall be entitled to raise a further invoice reflecting the increase in Remuneration (as detailed in the Price Guide, and where applicable in accordance with section 6.6).

6.2 The Introduction Fee payable on Engagement (inclusive of 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 Engagement 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 and where applicable in accordance with paragraph 6.6).

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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 (provided such final interview takes place within 12 months of the Introduction), 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 or work 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; and/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; and/or (b) the period of the second and any subsequent Engagement, in accordance with the Price Guide. If the Client engages the Applicant on a Temporary Placement and then transitions that role to a permanent Engagement (either during the term of the Temporary Placement or following its expiry), the Client will be liable to pay the standard Introduction Fee for the permanent Engagement (as detailed in the Price Guide), save that the Remuneration period used to calculate the Introduction Fee for the permanent Engagement will be reduced by the duration of the Temporary Placement already worked by the Applicant, provided that the Client has paid the Introduction Fee for such Temporary Placement period.
- 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 paragraph 8 of this Schedule 3 below.
- 6.8 Where applicable, sales and taxes shall be charged at the standard rate on all fees. All invoices must be settled in full in US Dollars 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 paragraph 6.2 of this Schedule 3 had the commencement of Engagement taken place.
- 6.10 Additional fees as set out in the Price Guide shall be payable by the Client for any background checks on Applicants requested by the Client in accordance with paragraph 4.
- 6.11 The Company may from time to time offer ancillary services to support the Client with recruitment, engagement and employment of personnel, including support with setting up payroll, subject to payment by the Client of the additional fees for such ancillary services as set out in the Price Guide.

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7 Payment

- 7.1 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 paragraph 6.7 of this Schedule 3, above. No Introduction Fee will be payable unless an offer of Engagement or Engagement has been made in accordance with these Recruitment Terms.
- 7.2 The Introduction Fee is payable within 14 days of the date of the invoice, such invoice to be issued by the Company at any time on or after the date of Engagement acceptance.
- 7.3 If the Introduction Fee, or any other sum payable under the terms of this Schedule, is not paid in full on its due date, the Company shall be entitled to charge interest and shall have the remedies available to it at section 5.1 of these Terms and Conditions.
- 7.4 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 paragraph 8 of this Schedule 3.
- 7.5 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 paragraph 6.4 of this Schedule 3 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 until payment is received in full, at the annual rate of the lesser of: (a) 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.

8 Refunds & Rebates

- 8.1 For permanent Engagements, subject to paragraph 8.3 of this Schedule 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 USD \$250 plus applicable sales taxes. 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 paragraph 8.3 of this Schedule 3, if the Engagement terminates before its agreed termination date, the Client will be entitled to a refund of the Introduction Fee for each week not worked (calculated on a pro rata basis).. For the avoidance of doubt no pro rata refund will be given for any week partially worked by the Applicant.

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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 7.4 of this Schedule 3); 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 Business 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 these Recruitment Terms 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 these Recruitment Terms; (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 paragraph 9.1 of this Schedule 3, above, the Company's total liability to the Client shall not exceed the fees paid by the Client under these Recruitment Terms in Schedule 3. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Recruitment Terms.

10 Early Termination between the Parties

10.1 If the Recruitment Services provided pursuant to these Recruitment Terms are terminated in accordance with section 7 of the Terms and Conditions, 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.

10.2 It is at the absolute discretion of the Company to accept or refuse to perform searches for Applicants or Engagements on behalf of a Client. If prior to or during a search, the Company wishes to terminate the Recruitment Services under these Recruitment Terms, 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.