

KEY POINTS

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

In respect of bookings made in the European Economic Area (EEA) ONLY: we provide protection for your money via a financial failure insurance policy with MGA Cover Services trading as Affirma, Kemp House, 152 City Road, London, EC1V 2NX, Tel: +44 (0) 203 540 4422.

PLEASE NOTE: Financial failure insurance is only applicable to bookings made in the EEA. Our ABTA membership does not apply to any bookings which are made outside the EEA.

NB read the full terms below for more information and for other important rights and obligations.

BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of Day 8 Experiences Ltd (referred to in this document as '**Day 8**' and trading as '**OH!SO**'), a company registered in the United Kingdom with the number 07387592 whose registered address is Unit 1 Utopia Village, 7 Chalcot Road, London NW1 8LH.

Please ensure you read this document in full before booking. Important sections are underlined. Any references to 'you' are to the you, the holidaymaker, who has contracted with DAY 8 either in your own right or on behalf of others

THE NATURE OF THESE TERMS

1. As soon as any payment is made, a contract will automatically arise between you and DAY 8, granting both parties respective duties and obligations under that contract. These terms and conditions will form the basis of the contract between you and DAY 8.
2. DAY 8 reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to OH!SO website.

BOOKING PROCEDURE

1. To make a booking, an individual may either book a single spot for themselves, or act on behalf of multiple individuals by booking several spots (the "**Booking**"). Where multiple spots are booked, the person who made the booking shall be the main point of contact between DAY 8 and the Booking unless and until agreed otherwise between OH!SO staff and the relevant guest.
2. In circumstances where multiple spots or booked by a single person, the full names of every member of the Booking shall be required immediately after making the Booking.

3. Prior to confirming the booking, the booker will be provided with details of all the facilities and costs included as part of the trip. Any bookings made are subject to our booking terms and conditions at all times.
4. To confirm a place on the selected trip, the booker will be obliged to pay a EUR(€) 100 deposit per person. This is a non-refundable deposit, and through payment of the deposit our obligations with suppliers and relevant third parties begin.
5. The action of completing the booking confirms that the booker or Booking agree that:
 - a. DAY 8 will contact you as soon as possible to confirm your booking, the total price due under the contract, and details of how to access additional facilities such as the date when your deposit will be due and the details of the payment plan. The confirmation will take place immediately (subject to our terms and conditions);
 - b. DAY 8 reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking due to capacity issues or issues out of DAY 8's control; and
 - c. DAY 8 is not liable to reimburse the booker or the Booking for any transport costs (including airline costs) incurred by the booker or the Booking within the period of 5 working days from the time the booker completes the booking on OH!SO's website where the booking is cancelled under clause 5(b). Therefore, the booker and the Booking are strongly advised to make any necessary transport arrangements following the expiration of 5 working days from the time of completion of the booking.
6. Upon confirmation, each booker will receive a trip voucher. This must be redeemed upon arrival at the event, either by being printed out or shown on a mobile phone or other device. Failure to provide the trip voucher shall give OH!SO staff the right to refuse accepting you on the event. In such circumstances you will not be reimbursed by DAY 8 for any associated travel costs.
7. The booker, who is liable for the Booking, confirms that through making a booking via OH!SO's website they have the authority to act on behalf of the Booking and that each member of the Booking has read and agreed to all relevant terms and conditions. This is a condition of making a booking with DAY 8.
8. DAY 8 operates a strict age policy that all guests be at least 18 years old on the date of departure. As such, DAY 8 reserves the right to reject you or anyone on your Booking once you attend the event should it be discovered you are in fact in violation of our age policy. In such circumstances you will not be refunded any sums paid, nor will DAY 8 assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.
9. DAY 8 does not accept liability for the costs associated with any errors in your confirmation email that are not due to DAY 8 and are not brought to our attention within 5 working days of the date of that confirmation email. DAY 8 reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and notify you of any corrections made.

PRICING

1. DAY 8 reserves the right to change the price of your booking before your booking is confirmed.
2. Any such changes will be communicated to you. DAY 8 reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.
3. The default invoice price is in EUR(€) but you may be able to pay in GBP(£) or any other currency specified as being available and accepted by PayPal from time to time.

4. DAY 8 can change your holiday price after you've booked, only in certain circumstances:
 - a. Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or embarkation or disembarkation fees at ports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.
 - b. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:
 - 1) you must do so within the time period shown on your final invoice
 - 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place

5. Unless stated otherwise on the booking confirmation, the cost of the holiday in question shall not include food and beverage.

PAYMENTS

1. You will pay DAY 8 the sum specified in the confirmation invoice.
2. The default invoice price is in EUR(€). If you choose to pay with GBP(£) or USD (\$) (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which DAY 8 may apply in any future payment transactions. For this reason, you are advised to pay in EUR(€) if you do not agree to pay any price variations as a result of fluctuations in exchange rates including the internal exchange rate which DAY 8 may apply in any future payment transactions.
3. The payment instalment plan will vary depending on what has been agreed between yourself and the OH!SO team in writing. This will be up to the each guest's discretion, and may be made up of as many installments as the booker likes up to and including 60 days before departure. Once it is 60 days before departure and an outstanding sum is due, DAY 8 reserves the right to cancel your booking and retain a cancellation charge subject to these terms and conditions.
4. The above clause will not apply in circumstances where the booking is made through a travel agent or other third party. In such circumstances the terms and conditions of that party will prevail and the booker will be subject to any installment plan chosen. In any event, full payment will be due up to and including 60 days prior to departure.
5. The payment of any installment is at each guest's sole responsibility and as such DAY 8 shall not be responsible for any failure on the individual's part to make the relevant payment. For the avoidance of doubt DAY 8 shall not be responsible for reminding or requesting payment from the individual on the relevant payment date.

6. Should the guest transfer the booking to another individual, the installment plan previously arranged between the booker and the OH!SO team shall prevail unless agreed otherwise in writing between a member of the OH!SO team and the new guest.
7. It is the guests' responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by DAY 8 without a refund. If you are likely to be unable to make a payment on time you must contact DAY 8 as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, DAY 8 will communicate this to you in writing.
8. If payments are not made from an account/card in the name of the booker, DAY 8 reserves right to request authorisation from the account holder.

CANCELLATION AND VARIATION POLICIES

Variation by DAY 8

1. As DAY 8's booking information is prepared well in advance, some minor aspects of your booking (e.g. minor itinerary amendments due to weather) may have to change closer to the time of your holiday in order to make the booking work.
2. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able to either:
 - a. cancel the booking with a refund of all sums you have paid;
 - b. choose to accept the changes; or,
 - c. make an entirely new booking.

You must inform DAY 8 of your decision within 3 working days of being informed of the changes made to your booking. If no action is taken DAY 8 shall be entitled to cancel your booking and issue a full refund.

3. There is a possibility that the bus or accommodation you select when booking may not be available. Should this be the case, DAY 8 shall notify you as soon as possible. DAY 8 reserves the right to either cancel your booking or offer you a replacement holiday.
 - a. For the avoidance of doubt, if DAY 8 offers a more expensive replacement, which contains all the same facilities as the holiday you chose on booking, this shall be considered an upgrade.
 - b. If you are upgraded, DAY 8 reserves the right to downgrade you to a holiday of the same quality as that which you originally booked in the case that the upgrade offer becomes unavailable. Should this happen, DAY 8 guarantees that you will receive the same quality and type of holiday you originally booked or better.
4. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us (€)
More than 84 days	0
Between 83-29 days	10

Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

Cancellation by DAY 8

5. DAY 8 reserves the absolute right to cancel your booking under any circumstances. If DAY 8 cancels your booking under this clause you will be entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept DAY 8's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement.
6. DAY 8 will not cancel your booking under the above clause after the balance due date unless you default in the payment of the balance or such cancellation is necessary as a result of unavoidable and extraordinary circumstances (see definition below).
7. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above):

Period before departure in which we notify you	Amount you will receive from us (€)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not exclude you from claiming more if you are entitled to do so.

8. DAY 8 reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, fire, natural disaster, industrial actions, war, riots, and natural disasters. There may be many other such situations. In such circumstances you will be entitled to a refund of all monies paid but no compensation will be payable to you.

Cancellation by You

9. If you decide to cancel your booking;
 - a. the booker must inform DAY 8 in writing as soon as possible. Your booking will not be cancelled until DAY 8 receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during DAY 8's normal office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received; and
 - b. as any payment by you triggers DAY 8's obligations with suppliers and other third parties, any sum paid towards the first instalment (the non-refundable deposit), even if not the full amount, will not be refunded.
10. If you cancel your booking to an OH!SO event at any destination the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:
 - a. From and including 90 days prior to the event date : deposit amount

- b. Thereafter, until 45 days prior to the event date (check your booking to see the exact date): 50%
 - c. Thereafter, until 30 days prior to the event date (check your booking to see the exact date): 75%
 - d. Within 29 days, or less, prior to the event date (check your booking to see the exact date): 100%
11. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by DAY 8. DAY 8 may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. DAY 8 will take reasonable steps to ensure that all costs and losses are kept to a minimum.
12. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

Variation by You

13. If you would like to change any aspect of your booking, the booker must inform DAY 8 as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request.
14. Please note that DAY 8 may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at DAY 8's discretion.
15. Changes of dates will be treated as cancellations and charges will be applied. However, in the event that a more expensive booking is subsequently made and the previous holiday is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee equivalent to 10% of the original booking cost shall be levied in its place.

Change of Customer

16. If the booker or any member of the Booker no longer wish to participate in the holiday or benefit from the services booked, DAY 8 may, subject to availability, agree to a substitute customer being added to the booking. You should notify DAY 8 in writing at least 7 days before the date of your trip of your intention to substitute a person on the booking. However, this is subject to DAY 8's written acceptance of the arrangement and both the leaving and the substitute parties accepting joint and several liability for full payment of any sums outstanding for the booking.
17. DAY 8 reserves the right to apply a EUR(€) 50 name change fee in the event you request any change to be made to your booking. The EUR(€) 50 name change fee shall apply per change requested.
18. In requesting a change of customer the booker must confirm that the new guest has read and agreed to these terms and conditions.

ACCOMMODATION

The terms and conditions of the relevant accommodation provider shall apply when a guest makes use of their services provided. DAY 8 and OH!SO accept no responsibility for any failings on the accommodation provider's part, however shall use its reasonable endeavours to ensure the accommodation provider meets standard practices and policies from time to time.

ITINERARY

1. The itinerary, as provided to you, may be affected by weather conditions. Whilst we try our utmost to ensure the itinerary is followed as closely as possible, DAY 8 cannot be held liable for deviations in the itinerary due to circumstances out of our control.

2. Your itinerary may be subject to change at any time. As such DAY 8 will accept no responsibility for any additional activities or bookings you have incurred at your own expense.

TRANSFERS

1. Your booking does not include: transport to and from your home country, coach transfers between the airport and the marina, or any other type of transport unless you have selected transfers from DAY 8's website as an optional extra if applicable.
2. Bookings who have selected coach transfers between the airport and the marina (or any other type of transfer) from DAY 8's website as an optional extra agree to be bound by the rules and regulations of travel and to following the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the driver or a member of DAY 8's staff will be treated as a breach of contract by the Crew(s) concerned. This may result in the holiday booking being terminated and/or the expulsion of the vehicle of the Crew(s).
3. Coach transfers are offered as a standalone option and are linked directly to published flight times. DAY 8 will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that affects the booked coach transfer. Should a booked flight be cancelled, delayed, have its flight times rescheduled or re-routed by the relevant airline, DAY 8 cannot alter published coach transfer schedules in order to accommodate such changes since coach transfer provide transport for multiple inbound and outbound flights.
4. DAY 8 will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, re-scheduled or re-routed by the relevant airline after a coach transfer has been booked, it is the responsibility of the guest(s) to inform DAY 8. Likewise, if flight details or transfer timings are entered incorrectly by the booker DAY 8 shall not be liable for any direct or indirect loss or damage this causes.
5. It is the responsibility of the booker to ensure adequate time is allowed for the transfer, traffic delays and airport formalities. DAY 8 shall not be liable for any direct or indirect loss or damage resulting from missed flights or appointments.
6. In the event that the relevant coach transfer is cancelled by DAY 8, the affected Booking(s) will be offered a full refund of the coach transfer cost only thereby allowing the affected Booking(s) to use this refund towards making their own travel arrangements to and from the destination.
7. Regardless of mode of transport delays can occur. By choosing to travel by transfer The booker acknowledges on behalf of their Booking that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, DAY 8 cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.

PASSPORTS AND VISAS

8. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.
9. DAY 8 cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through DAY 8.

TRAVEL INSURANCE

10. DAY 8 does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers adventurous activities. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities that you are going to be participating in. We strongly recommend your insurance covers cancellation, personal liability and loss of personal property. It is a condition of your booking that you have a suitable travel insurance policy in place. DAY 8 accepts no liability to those who travel without travel insurance in breach of this clause. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.
- a. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim.
No refunds will be made for any absence from the trip.

YOUR BEHAVIOUR/RESPONSIBILITIES

11. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of the OH!SO team, DAY 8 reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:
- a. your designated driver could refuse to continue to work;
- b. you may be required to leave the vehicle or accommodation you have booked at any time during your booking (and from this point onwards you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and/or
- c. we reserve the right, in our absolute discretion, to ban you from any future OH!SO or other DAY 8 Group event.
12. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. You accept by purchasing a holiday from DAY 8, your purchase is solely and fully at your own risk and accept that you are responsible for your own actions. With accepting these terms and conditions you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
13. DAY 8 acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and DAY 8 accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.
14. DAY 8 operates a zero tolerance drug policy. If you are found in possession of illegal substances, DAY 8 reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the vehicle or accommodation you have booked at any time during your booking. DAY 8 reserves the right to inform the relevant law enforcement authorities as we see fit.
15. You accept that the OH!SO team member allocated to your holiday is in charge. The OH!SO team member will make decisions on behalf of the group based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. DAY 8 will not be liable for any itinerary changes made by the OH!SO team member in the interests of safety and guest experience.
16. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do

everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email info@ohso.co with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of £25. DAY 8 reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. DAY 8 accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

IMAGE COLLECTION

17. DAY 8 may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through DAY 8 you agree that such images may be collected and used by DAY 8 however DAY 8 sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that DAY 8 will retain ownership of all rights in connection with such images.
18. DAY 8 reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in the above clause. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by DAY 8 to capture content for any authorised purpose, whether for commercial or personal use.
19. If you do not wish to be on camera or video this should be brought to the attention of DAY 8 by sending an email to info@ohso.co before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.
20. By booking through DAY 8, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by DAY 8, you agree and guarantee that you will not under any circumstance use any content captured under this clause for any commercial purposes whatsoever; this does not prevent you from using content captured under this clause for your own personal uses and across your personal social media channels only. Where you breach this clause, DAY 8 reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

21. When you book arrangements with DAY 8, even though we act as an undisclosed agent for suppliers we voluntarily accept that this is a "package" falling within the Package Travel and Linked Travel Arrangements 2018 (**'the Package Travel Regulations'**) for all bookings made within the European Economic Area (EEA). We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.
22. DAY 8 accepts responsibility that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable endeavours to perform our contractual obligations to you using reasonable skill and care according to the laws and regulations of the country where your holiday takes place.
23. DAY 8 will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).

24. Should you require refrigeration or air-conditioning services for medical related issues, DAY 8 must be made aware of such prior to your booking. If made aware as such, DAY 8 will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that DAY 8 will be able to provide the necessary services to you, thus DAY 8 shall accept no responsibility for any loss or damage incurred through its inability to meet these needs.
25. Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of DAY 8 in the discharge of their duties and obligations under these terms and conditions.
26. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.
27. DAY 8 will not be liable where any failure to perform or improper performance of the travel services is due to:
 - a. you or another member of your party; or
 - b. a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or
 - c. unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability is, in all cases save for death or personal injury, limited to 3 times the price of the holiday booked.

Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

28. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of 3 nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
29. DAY 8 will not be liable for the compensation of any lost flights or reimbursement of flight costs.
30. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation DAY 8 will have to pay you will be limited in accordance with any relevant international conventions.

31. You are obliged to assist DAY 8 in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.
32. DAY 8 and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.
33. Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.
34. **Please note:** this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

ADDITIONAL ASSISTANCE

35. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

EXCURSIONS

36. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

COMPLAINTS

37. DAY 8 maintains the highest standards in choosing partners. If you are unhappy with the performance of any element of a booking made through DAY 8, you must address your complaints to an OHISO team member as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.
38. If you are dissatisfied with how your complaint was addressed, please contact our London office within 28 days using the contact details provided on the OHISO website.

DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

39. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. DAY 8 cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.

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

DATA PROTECTION

41. DAY 8 will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. DAY 8 may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data DAY 8 holds about you, for which DAY 8 may charge a small fee, and to correct any inaccuracies in your information.
42. DAY 8 maintains a full privacy policy which may be viewed on OH!SO's website at all times. By booking through DAY 8 you agree to the terms of that privacy policy.

RESELLING

43. DAY 8 does not permit reselling of its products without prior written consent. DAY 8 does, however, work with a select group of country managers/curators who promote DAY 8's products in various locations.
44. If you believe your booking may have been resold in breach of these terms and conditions, please contact OH!SO's Customer Services Department.

ENFORCEMENT

45. No failure or delay by DAY 8 in enforcing these terms shall prevent DAY 8 enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

FINANCIAL PROTECTION – FOR BOOKINGS MADE IN THE EEA ONLY

46. In accordance with the Package Travel Regulations all bookings made in the EEA are fully protected through a Financial Failure Insurance Policy for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of DAY 8.
47. This insurance is with MGA Cover Services trading as Affirma, Kemp House, 152 City Road, London, EC1V 2NX, Tel: +44 (0) 203 540 4422.
48. **Please note: if the booking was not made in the EEA, the scheme of financial protection will not apply to you.**

SEVERABILITY

49. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

50. You may not transfer or assign any of your rights or obligations under these booking conditions without DAY 8's prior written consent.

JURISDICTION

51. Your contract with DAY 8 shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).
52. Alternatively, if the Lead Booker is a resident of Scotland or Northern Ireland then he or she may choose the jurisdiction of the courts of Scotland or Northern Ireland.