



## **BOOKING CONDITIONS FOR WHITEMIST LTD.**

Booking Conditions Once you have decided on the exact Concierge Service you require, please carefully read the following conditions, as these form the basis of your relationship with WHITEMIST LTD, Inc. ('WHITEMIST LTD' or 'us') a global bespoke luxury travel concierge company and with any supplier with whom you have a direct contract. Except where otherwise stated, these booking conditions only apply to Concierge Services which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you or, where we act as an agent as set out below, arrange for you. All references in these booking conditions to "holiday", "booking", "contract", "corporate event", "bespoke experience or event," "package", "tour" or "arrangements" mean such leisure and/or business travel arrangements unless otherwise stated. In these booking conditions, "you" and "your" means all persons named on the booking or any of them as applicable (including anyone who is added or substituted later). Definition WHITEMIST LTD is a global bespoke luxury travel and concierge company that offers consulting services in luxury travel and luxury concierge services; in other words, the Company facilitates and arranges the availability of luxury travel, entertainment, lifestyle, and unique experiences as well as goods and services to its clients by acting as an intermediary between clients and suppliers, vendors, sellers, brokers and other third parties (collectively "Supplier"). The entertainment, lifestyle, and unique experiences and goods and services shall also mean tangible and intangible lifestyle experiences and goods and services. The Company agrees to use reasonable business efforts to identify, recommend, and secure the appropriate luxury concierge services and/or unique entertainment, lifestyle experiences as well as goods and services to its clients.

### **1) Your Contract**

The below are the booking conditions of WHITEMIST LTD and how the company provides Concierge Services to its clients. It is well noted that Third Party Supplier's own terms and conditions are not applicable to these terms and conditions; all arrangements made with Third Party Suppliers will also include their own terms and conditions for your review when necessary. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the below terms of these booking conditions. The client understands and agrees that he has read and understood the booking conditions and cancellation policies of the Company and agrees to be bound by its terms as soon as he is paying the Company's invoice for the Concierge Services. The client agrees that the Official Business Hours of Service for the Company are Monday to Friday from 9am to 5pm GMT. Some Concierge Services that are offered outside of the Official Business Hours of Service and during the holidays will be subject to an additional surcharge fee (please refer to section 4 for Service Fees). The Company shall have the right to make any necessary changes to the services to comply with applicable laws or safety requirements that do not materially affect the nature or quality of the services. The Company shall notify the client in any such event. The Company shall have the right to refuse service at any time if they do not comply with applicable laws or safety requirements. The Company agrees to use reasonable care, skills and business efforts to identify and secure the luxury travel, lifestyle experiences as well as goods and services to its members.

### **2) Currency and Payment**

It is noted that the GDP (BRITISH POUND) is the primary currency used by the Company. Based on the location of the Concierge Services, the Company also uses other currencies such as, EUR for requests located in Europe, GBP for requests located in the UK. WHITEMIST LTD accepts different methods of payment: Bank Transfer, Certified cheque, Cash, all major Credit Cards (American Express, Visa, MasterCard). To prevent fraud and limit chargebacks, we prefer payments of over GDP 2,500 to be paid through certified cheque or wire transfer unless prior arrangements with the Company. Payments through a Credit Card incur an additional Convenience fee surcharge of 4% on the total amount. WHITEMIST LTD will provide an Invoice to the Client for all Concierge Services.

### **3) Booking and Confirmation**



You may book by email, telephone, via our website, or through one of our authorised agents. We will communicate with you by e-mail in relation to your request for services (including sending you documents such as your confirmation of service(s) and invoice(s) if necessary). The Company encourages you to retain all hard and digital copies of all documents sent and other important communications. We will contact you by telephone if you do not provide us with an e-mail address. All the correspondences from WHITEMIST LTD will be sent by e-mail however depending on the request for services and select third-party suppliers, certain documents may need to be sent by postal mail or express courier. The client may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All e-mails should be sent to [enquiries@whitemist.uk](mailto:enquiries@whitemist.uk). You must send us a fully completed booking form together with a deposit of 30% of the total cost of arrangement for the concierge service(s) whether it be in luxury travel, entertainment, lifestyle, private or corporate concierge services unless otherwise stated WHITEMIST LTD or a third-party supplier. If your booking is less than 8 weeks before departure, full payment (100%) must be sent with your booking form unless otherwise decided by WHITEMIST LTD. Where we act only as an agent (see clause 1(a)) you will be advised of the applicable deposit and payment timetable at the time of booking. On receipt of your completed booking form and the applicable payment and providing your requested arrangement for concierge service is available, WHITEMIST LTD will issue a confirmation invoice. It is at this stage that a binding contract comes into existence between you and WHITEMIST LTD or between you and the Third-Party Supplier, as applicable. Please note, though, that if you book a tailor-made corporate, leisure travel, or an extension to a brochure tour, your accommodation, flights, etc. will only be requested by WHITEMIST LTD once your booking form together with a deposit has been received. Your confirmation invoice, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights, etc. which are still on request and not confirmed at the time the confirmation invoice is issued. Once payment has been made, any subsequent request to have that payment refunded and to pay by an alternative means may require you to pay an administration fee of GDP 1000. It is the client's responsibility to check the confirmation invoice and any other documents we send you carefully and immediately notify WHITEMIST LTD if there is any error or inaccuracy, as it may not be possible to make changes later. Where we act only as a booking agent for a Third-Party Supplier, we will have no responsibility for any documentation errors except where we made those errors ourselves. The full balance of the cost of your arrangement for concierge service is payable not less than four (4) weeks before the start of the request unless you are informed otherwise. If all payments (including any surcharge where applicable) are not received on time by WHITEMIST LTD, we (or we acting as agent for the Third-Party Supplier where applicable) are entitled to assume that you wish to cancel your booking and will retain the deposit of 30% paid. If we do not cancel straight away because you promise to make a payment, but you still fail to do so, you must pay the cancellation charges shown in the cancellation clause depending on the date we (or we acting as agent for the Third-Party Supplier where applicable) reasonably treat your booking as cancelled by you. Providing full payment has been received, all necessary documents (if applicable) will be sent by email to you before the start of the concierge service. Please note that Third Party Suppliers' policies may vary unless your request for concierge service is made within their cancellation policies.

#### **4. The Fees**

WHITEMIST LTD charges five (5) types of fees. Depending on the nature and the complexity of the request, the deadline, the number of people, the level of assistance required, and the overall budget, WHITEMIST LTD can invoice the client for one or multiple fees if they require multiple concierge services, goods, and activities. The five (5) fees charged by WHITEMIST LTD are the reservation fee, the service fee, the trip (or event) planning fee, the last-minute/weekend surcharge fee, and the research fee.

Reservation fee: For all basic concierge services, including but not limited to plane tickets and hotel bookings, restaurant, spa, car rental nightlife reservations, wellness, and spa services as well as suggestions, expert advice, and all other non-complex concierge services and activities, WHITEMIST LTD will charge you a NON-REFUNDABLE flat reservation fee ranging between a minimum of £80 up to a maximum of £400 per person or for the whole group. The amount of the reservation fee will depend on the nature and complexity of the request, the number of people,



and the deadline for the request. It is noted and understood that the reservation fee is for the Company's effort, time, legwork, and expertise. The reservation fee can also be charged in other currencies such as in EUR, GBP based on the location of the request.

**Service fee:** For complex goods and services, including but not limited to yacht sales and charters, private jet sales and charters, sales and rentals of real estate (houses, chalets, apartments), sales and rentals of exotic luxury cars, VIP tickets to exclusive events and shows, VIP hospitality packages to sporting and lifestyle events, event planning, pre-made VIP packages, hard-to-find luxury items, collectibles and gifts, and other non-basic concierge services, WHITEMIST LTD will charge a service fee on top of the total bill. This service fee is fixed at 25% of the total cost of the products and/or goods or concierge service(s).

**Planning fee:** If the Company is asked by the Client to consult, recommend, prepare and create any customized luxury travel offer and/or luxury event offer based on the client's interest, the Company will charge a trip (or event) planning fee for this specific concierge service. It is noted that the trip (or event) planning fee is NON-REFUNDABLE and is for the Company's effort, time, legwork, and expertise. For transparency, the trip (or event) planning fee could be a fixed fee between a minimum of £800 up to a maximum of £8,000 per person or for the whole group OR, a variable fee between 25%-30% of the total cost of the trip (or event). The amount of the trip (or event) planning fee depends on the nature and complexity of the request and varies according to the number of travellers, the budget and deadline of the request, the level of assistance required during the trip (or event). The planning fee can also be charged in other currencies such as in EUR, GBP based on the location of the request.

**Last-minute/surcharge fee:** For any last-minute (48hrs and less) concierge services requested on the weekend by private or corporate clients, WHITEMIST LTD will add a NON-REFUNDABLE last-minute surcharge fee on top of the fee of your original service. The last-minute surcharge fee starts at a minimum amount of £280 for the whole request or activity. Depending on the nature and the complexity of the request, the deadline we're given, the number of people, the last-minute surcharge fee can go up to a maximum amount of £8,000 for the whole request or activity. The last-minute/surcharge fee can also be charged in other currencies such as in EUR, GBP based on the location of the request.

**Research fee:** To start working on any complex concierge service, private or corporate event, extensive travel arrangements for corporate or private clients or to work on custom proposals (itineraries), WHITEMIST LTD requires the payment of a fixed research fee ranging between a minimum of £800 and a maximum of £3,200. The amount of the research fee depends on the nature and the complexity of the request, the budget, the level of assistance and the deadline we have. The research fee is refundable at 50% if the client cancels the concierge service within the first 6 days of payment; on the 7th-day, the company retains the full amount of the research fee for its time, effort, and legwork and there is no refund. Please note this deposit will NOT become part of the total cost of the trip or concierge service. The research fee can also be charged in other currencies such as in EUR, GBP based on the location of the request.

The Company may also charge a minimum administration fee of £400 or more for miscellaneous fees such as currency exchange fees, wire transfer fees, shipping and handling of all bookings, reservations, and travel and event arrangements when necessary. It is well noted the administration fee can be charged in EUR, GBP, or CAD depending on the location of the request.

It is important to note that you can be invoiced for one or more fees if you require multiple concierge services, goods, and activities.

WHITEMIST LTD has the right to charge a discretionary amount on some luxury concierge services under certain circumstances: short notice, urgent, once-in-a-lifetime experiences, or very complex and unusual requests from clients. You will be notified of the fee before the service is rendered.

The Company reserves the right to increase/decrease the amount of the fees (reservation fee, trip planning fee, service charge, last-minute surcharge, and research fees) at any time for any or no reason at all. The Company agrees to notify the client of any changes well in advance.



## 20. Ad Hoc Services for Non-Members and One-Off Enquiries

For clients who are not members and for one-off enquiries, WHITEMIST LTD offers ad hoc services. The fees for these services will be determined based on the nature of the specific service requested. Below are the general guidelines for the fees associated with ad hoc services:

- **Hourly Planning Service Fee:** If the requested service involves extensive planning and is not covered by a membership, a planning fee of £125 per hour will be applicable.
- **Service Fee for Goods or Concierge Services:** For the procurement of products, goods, or concierge services, a service fee of 25% will be charged on top of the total cost of the items or services requested.

*Please note that these fees are subject to change and may vary based on the complexity and nature of the specific ad hoc service. Clients will be notified of the applicable fees before the commencement of the service.*

## 21. Bespoke Memberships

At WHITEMIST LTD, we offer various bespoke memberships tailored to meet your unique needs and lifestyle. These memberships provide exclusive access to a range of services, ensuring a seamless and stress-free experience. Choose the membership that aligns with your requirements:

1. **Corporate Membership (£225 per month, including VAT):** Tailored for businesses, this membership offers comprehensive concierge services to enhance corporate experiences.
2. **Projects Membership - One-Off Assistance:** Introducing our On-Demand Lifestyle Concierge. Enjoy the flexibility of one-off assistance for singular projects and sudden needs. The bespoke membership cost will be calculated based on the services needed and quoted individually.
3. **Life Management Membership Plan - Your Day-to-Day Personal Assistant (£60 per month with £100 joining fee):** Transform your daily life into a seamless, stress-free experience with a dedicated personal assistant at your fingertips. This monthly retainer cost ensures that your day-to-day needs are expertly handled.

## 5. Products and Goods Purchased

The Company acts as an agent for the Client in sourcing the products and/or goods and accordingly any contract of purchase will be entered into between the Client and the relevant Supplier/Partner, unless otherwise specified.

Clients acknowledge and agree that products and/or goods may be purchased at a value higher than face value subject to such higher value being approved by the Client in advance.

Where a client requests the Company to purchase certain products and/or goods on his behalf, the Company will invoice the Client for all products/goods purchased for the Client plus the percentage of the Service Charge fee stated in 4(c) and any other reasonable fees incurred in the purchasing of such goods for or on behalf of the Client. Clients will be notified of such fees at the time the request is approved by the Company.

Where products and/or goods have been purchased and the item is not suitable, reimbursement to the Client will be based on the terms and conditions set by the relevant Supplier/Partner, unless otherwise specified. It is important to note that the fee charged by the Company to purchase the products and/or goods is non-refundable. The Company agrees not to charge an additional fee if the product is replaced.

## 6. Tickets, Invitations and Experiences Purchased for events.

It is noted that the Company is not involved in the actual performance or execution of the event and/or experience; the company is also not an agent, employer, or employee of the Supplier or the Client for any purpose. The Client acknowledges that the company's responsibilities in connection with the event or the experience are limited to facilitating the availability of the event or the experience and collecting payments from the Client on behalf of the Supplier, and that the Supplier, not the Company, is responsible for honouring the terms and conditions of any event or experience.



Clients acknowledge and agree that tickets and invitations to a sold-out event, party, concert, show, or experience may be purchased at a value higher than face value and are most of the time non-refundable. The Client agrees and acknowledges that the Company will use reasonable business efforts to facilitate the acquisition of the event or the experience (via tickets and/or invitations) from an identified Supplier. The Client also agrees and acknowledges that the Company cannot guarantee the Supplier will honour the access to the event or the experience or that such event or experience will not be subject to cancellation, postponement, and other modification.

Where a client requests the Company to purchase certain tickets, invitations, experiences on his behalf, the Company will invoice the Member for all tickets and invitations purchased for the Member plus the percentage of the Service Charge fee stated in 4(c) and any other reasonable fees incurred in the purchasing of such tickets and invitations for or on behalf of the Client.

Clients will be notified of such fees at the time the request is approved by the Company.

Where tickets and invitations to an experience or event have been purchased and such event or experience is subsequently cancelled or postponed, reimbursement to the Client will be based on the terms and conditions set by the relevant Supplier/Partner unless otherwise specified. It is important to note that the fee charged by the Company to purchase the tickets or invitations is non-refundable.

### **7) Alterations by you**

If you wish to make any amendments to your request or concierge service after the confirmation invoice has been issued, you must inform us in writing, and we will do our best to help. Please note, however, that if you (i) perform changes to the start date of your request, travel or destination, event, or (ii) if you perform changes to your booking less than four (4) weeks before departure, this will be treated as a cancellation and a new booking, and you will be liable for the cancellation charges set out in the cancellation clause for a travel request. In the event a change can be made, you must pay all costs and charges incurred or imposed by any of our suppliers (or Third-Party Suppliers where applicable) together with an amendment fee of £400 per booking before the change can be made.

If you wish to change any aspect of your request or concierge service after it has commenced, WHITEMIST LTD and/or their agents will do their best to assist, subject to you being responsible for any cancellation charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by WHITEMIST LTD and/or their agents in attempting to secure or securing any revised arrangements.

### **8) Changes or Alterations by us or the Third-Party Supplier**

Clause 8(a) applies only if your contract is with us. Occasionally, we must make changes to and correct errors on the website and other details both before and after bookings have been confirmed or also cancel confirmed bookings which we reserve the right to do. Most changes are minor. Occasionally, we may have to make a “significant change” in your original arrangement. If we must make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before the start of the request or concierge service, we will offer you the choice of the following three options: In terms of request and concierge service (except for luxury travel and event arrangements), we will (i) offer an alternative option and cover the cost of the difference in the original price or (ii) offer a full refund only for the specific request or concierge service that is changed or cancelled or (iii) offer a future credit in the exact value for a future request or concierge service. Please note, the above options are only available for “significant changes” which may affect the level and quality of the service rendered. These options are not applicable to minor changes that do not affect the level and quality of the request and concierge service.

This clause 8(b) applies if your contract is with a Third-Party Supplier. If the Third-Party Supplier changes or cancels your request or concierge service, we will pass on the new details to you together with any compensation that the Third-Party Supplier may offer. As a booking agent only for the Third-Party Supplier, we cannot accept any liability for any changes or cancellations made to these bookings.

### **9) Limitation of Liability and Indemnity**



The Company warrants that it will always exercise reasonable care and skill in providing concierge services and, as far as reasonably practicable, such provision will be based on the Client's request and instructions.

Where the Company engages a Third-Party Supplier/Partner to procure concierge services for a Client, it will use reasonable care and skill in selecting and engaging the Supplier. The Company does not provide any recommendations or representations or offer any warranties, express or implied, including (and not by way of limitation because of specification) as to the quality, merchantability, or fitness for a particular purpose or otherwise of the Goods or the standard of Services supplied by the Supplier.

Clients should note that the successful sourcing of Third-Party Suppliers/Partners is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable efforts to locate a substitute and appropriate Supplier from its network of contacts. The client understands and agrees that the Company shall not be responsible for any actions of its Suppliers all of whom are independent contractors.

If the Company furnishes Clients with a Supplier's contact or other information, Clients must solely rely upon their judgment and discretion in selecting and using the services of that Supplier and in entering any contracts with such Supplier. Any Goods or Services provided by the Supplier will be governed by the rules, terms, and conditions formed between the Client and the Supplier. The Company will not be responsible for any Goods or Services provided by the Supplier but will cooperate with Clients in any subsequent dealings with Suppliers.

Any contracts which Clients enter with Suppliers, either directly or through the Company as an agent, are independent of and not connected to or subject to these Terms and Conditions. The Company disclaims all liability for any act or omission of any Supplier, or any loss incurred by a client as a result of any act or omission of a Supplier.

The Company accepts no liability for any Goods or Services provided to a Client while acting upon such a recommendation, and the Client hereby waives any claim or right to assert a claim against the Company with respect thereto.

The Company, including its offices, directors, employees, and affiliates, shall not be responsible, liable for, and hereby disclaims all liability for death or personal injury unless caused by the Company's or such person's gross negligence or wilful misconduct.

In Addition to Clause 9(g), Clients agree that the Company will not be liable for any indirect, consequential, or punitive damages directly or indirectly arising out of this Agreement or the Work regardless whether caused or contributed to by the sole, joint, or concurrent negligence, strict liability, product liability, pre-existing condition, even if such damage was foreseeable or the Company has been advised of the possibility of such damages, except when such damages are caused by the gross negligence or wilful misconduct of the Company, its employees or directors. As used in this Agreement, "indirect damages" or "consequential damages" include, without limitation, loss of revenue, expenses, lawyers' fees, profit or use of capital, production delays, loss of product, reservoir loss or damage, lost savings, loss of facilities or core equipment, damage to reputation, loss of opportunities, losses resulting from failure to meet deadlines and downtime of facilities, vessels or aircraft. In no event will the Company's aggregate liability to the Client or any third party in any matter arising from, relating to or connected with the Company's Services or these Terms and Conditions exceed the amount of the Service Fees (Reservation fee, Service fee, Trip-Planning fee or Last-Minute/Weekend surcharge fee) paid by the Client to the Company for the delivery of the specific request or concierge service. Some jurisdictions may not allow the limitation of liability as set forth in these Terms and Conditions, so this limitation may not apply to you.

The Company shall not be liable to the Client and will not be deemed to be in breach of these Terms and Conditions for any delay in performing, or failure to perform, the Services where such delay or failure is due to causes or events beyond the Company's reasonable control. Neither Party shall be considered in breach of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, act of God, riot, earthquake, storm, war, strike, lockouts, trade disputes or labor disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty in obtaining workmen, materials or transport, failure to obtain a requisite permit or authorization from a governmental authority by reason of any statute, law, epidemic, and quarantine. Should such circumstances occur, then the non-performing party shall, within a reasonable amount of time,



give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance. The Company shall be granted a reasonable extension of time for any delay in its performance of the Services caused by any such circumstances.

#### **10) Insurance**

You are strongly recommended to purchase an insurance policy that covers personal liability, personal accident, lost and delayed baggage, medical expense, cancellation insurance, and more at the time of booking your luxury travel or event arrangement. Clients understand and agree they assume full responsibility for any loss, injury, death, or damage to them, their family, or their dependents arising in connection with their participation, or the participation of their family, in the luxury travel or event arrangement, and for ensuring that they have adequate insurance coverage to cover any loss endured. WHITEMIST LTD does NOT provide an insurance policy and cannot accept any liability for any loss.

#### **11) Force Majeure**

Neither WHITEMIST LTD nor The Third-Party Supplier can accept liability or pay compensation to terminate this contract for any failure to perform hereunder where such failure is approximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane, or another natural disaster), war, global pandemic, invasion, acts of foreign combatants, terrorists' acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or another vital utility service. Any Party asserting Force Majeure as an excuse for performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defence under this clause.

#### **12) Cancellation by you for luxury travel and event arrangements**

Should you wish to cancel your customized luxury travel and event arrangement, you must notify WHITEMIST LTD in writing. This cancellation will be effective on the day we receive your written notification. Please state the reason(s) for your cancellation as you may be covered by your insurance policy. Claims must, however, be made direct to your insurance company and NOT to WHITEMIST LTD. Depending on when notification of cancellation is received, the following cancellation charges will apply as follows for any customized luxury travel or event arrangement:

##### **Weeks prior to Departure/Start Percentage of Travel/Event Arrangement**

Over 8 weeks Deposit 30%

Between 4-8 weeks 50%

Between 2-4 weeks 70%

Less than 2 weeks 100%

No allowance or refund can be made for meals, rooms, excursions, pre-paid hotels, tours and services, luxury concierge services and more, etc., included in the price of your customized luxury travel or event arrangement but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers. The client understands that part cancellation of a booking may result in increased costs for him and/or for the remaining party members.

If your reason for cancelling is because of events beyond your control (ex-illness, death of a close friend, relative, etc.), you may transfer your customized luxury travel or event arrangement



to another party provided that you give us reasonable notice to make such arrangements and that you and the transferee agree to be jointly and severally liable for any outstanding payment under the contract.

### **13) Conditions of Prices**

Once the price of your request or concierge service has been confirmed at the time of booking AND full payment has been received by WHITEMIST LTD, the Client is guaranteed not to receive any increase later. If by any chance, there is an increase in price between the moment the Client's request or concierge service is confirmed by WHITEMIST LTD and the receipt of payment, WHITEMIST LTD agrees to (i) notify the Client of the changes in price and (ii) agrees to offer other suitable options.

The client understands that WHITEMIST LTD's prices always list what is included and what is not included as specified in the agreement, proposal, and/or invoice. Please note additional expenses/charges incurred could be added at the end of a trip, private or corporate event, request, and/or concierge service and then presented to the client for payment.

All services are sold as a complete package. WHITEMIST LTD will NOT provide a breakdown of costs for customized luxury travel or event arrangements for private or corporate clients. All costs quoted are based on availability and are subject to change without notice. Fees for the Company, whether reservation fees, planning fees, service charge fees, last-minute/weekend surcharges, or research fees, are usually included unless specified by the Company.

### **14) Your Responsibilities**

**Passports, Visas, and other Travel Documents:** It is your responsibility to ensure that passports (with at least 6-month validity beyond the date of your return), visas, inoculation certificates, and other necessary travel documents are in order BEFORE your travel begins. WHITEMIST LTD cannot accept liability for your failure to comply with any of these requirements, and we reserve the right to charge you any costs incurred by us due to your failure in any of these respects. It is also your responsibility to check-in for your flights by the correct time and to be in the right place at the right time for any travel arrangements. It is the responsibility of the person who makes the booking to ensure that all members of the party are in possession of all necessary travel, health (as well as necessary vaccination certificates) before departure. We do not accept liability if you fail to do so and no credits or refunds for lost or mislaid air tickets or other travel documents.

It is a condition of your contract with us that you act with reasonable prudence and circumspection while on holiday and that you comply with all health, security, and safety requirements. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not known at the time) must be paid direct at the time to the accommodation owner or manager or other suppliers. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) because of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

As between you and Third-Party Supplier which may form part of your customized luxury travel or event arrangement, their conditions of business will apply which may mean that you will be required by such suppliers to sign liability waivers or other documents given by the Third Party Supplier. It is your responsibility to be aware of that.

### **15) Clients' Code of Conduct**

Clients shall refrain from any behaviour that can be described as rude, obscene, offensive, ill-mannered, disrespectful, disorderly, disturbing, disrupting, interrupting, or any illegal activity, which may cause an inconvenience to others or hinder the normal business activity of WHITEMIST LTD, directors, employees, business partners, and/or suppliers. Examples of prohibited behaviour are listed below but are not limited to:

- Fighting, causing/promoting a fight, riotous behaviour, incitement to violence, and causing panic or disruption.





- The use of offensive languages such as swear words or racial slurs as well as inappropriate hand gestures, including but not restricted to gang signs or symbols, loud or boisterous behaviour, or throwing of objects.
- Wearing inappropriate attire with or without offensive content.
- Unauthorised carriage of weapons prohibited drugs, illegal goods, dangerous substances, or any other similar objects, which may give ground to suspect an illegitimate activity of the holder.
- Any other behaviour compromising the professional image of WHITEMIST LTD as a global bespoke luxury concierge company and its well-deserved branding, reputation, quality, integrity, and fair dealing.

Underage family members of the Clients are not allowed to request concierge services unless accompanied by a parent or a legal guardian.

#### **16) Complaints and Problems**

If you have a complaint about any concierge service, request, corporate or private event, and/or travel arrangement booked with or through WHITEMIST LTD, you must tell us right away. We will then take all reasonable steps to help you. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced. If your contract is with a Third-Party Supplier, as we act only as agents, we cannot accept any liability for the arrangements provided by that Third Party Supplier. Any assistance provided in resolving a complaint in relation to any bookings of this type is provided on a goodwill basis and in our capacity as a booking agent.

#### **17) Dispute Resolutions**

If a dispute arises out of, or in connection with these Terms and Conditions, and the parties do not resolve some or the entire dispute through discussions then:

- Written notice, containing a request to negotiate, shall be given by either party to the other(s). This notice shall be given promptly to prevent further damages resulting from delay and shall specify the issues in dispute.
- Negotiations shall occur first between representatives of the Client and a Manager or an employee of WHITEMIST LTD who played a supervisory role in the performance or management of the service. If the representatives do not resolve some or all the issues in the dispute within 30 days after notice has been given, then the parties shall attempt to resolve the issues in dispute through the second level of negotiations between the Client himself/herself and a senior-level manager from WHITEMIST LTD.
- All information exchanged during these negotiations shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.
- If the parties do not resolve some or all the issues in dispute through the second level of negotiations within 30 days after notice has been given, then the parties agree to attempt to resolve the dispute through arbitration, in accordance with the Terms of Arbitration set out in Appendix A to this Agreement.

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#### **18) Governing Law**

This Agreement (and any contract you may have with WHITEMIST LTD) and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the United Kingdom. The parties to this Agreement hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales, and all courts or tribunals exercising jurisdiction in the United Kingdom to hear appeals therefrom. Should any provision of these Terms and Conditions be deemed invalid by a court having jurisdiction, such provision will be dissociated from the other provisions of the Terms and Conditions, and the latter will remain in effect.

#### **19) Contact Us**

If you have any queries or complaints regarding these booking conditions or Terms and Conditions, please write to WHITEMIST LTD



*Updated March 5th, 2024.*

Best regards,

Luella Carr and Amelia Mist, WHITEMIST LTD Team