

Concierge Service Terms and Conditions

The concierge service is owned and operated by Ten Lifestyle Management Limited (“**Ten**”, “**us**”, “**we**” “**our**”). Ten is a lifestyle concierge company registered in England and Wales (CRN: 4688658) whose registered address is 2nd Floor, Fitzroy House, 355 Euston Road, London NW1 3AL.

Ten is owned by Ten Lifestyle Group Plc, a publicly listed company on the London Stock Exchange (“[TENG](#)”).

Ten provides concierge services (the “**Concierge Service**”) to eligible individuals on behalf of its client (the “**Service Provider**”), collectively and individually known as “**Members**” or “**you**”.

The Concierge Service is provided primarily through personalised advice and bookings via phone or email and procuring goods and services provided by third party suppliers (“**Suppliers**”).

The following terms and conditions (the “**Terms**”) govern our provision of Concierge Services to Members.

1. Our Contract

1.1. Please read these Terms carefully before using the Concierge Service. For the purposes of these Terms:

- a) By using the Concierge Service you confirm that you accept these Terms and Privacy Statement, as provided to you from time to time, and that you agree to comply with them. If you do not agree to these Terms, and Privacy Statement, you must not use the Concierge Service;
- b) individuals eligible to receive the Concierge Service as per instruction from the Service Provider are known as the “**Lead User**”;
- c) each individual that the Lead User grants permission to use the service on their behalf is a “**Authorised User**” (the Service Provider will determine the limit on the number of Authorised Users per Lead User);
- d) Lead Users and Authorised Users are each known as a “**Members**”;
- e) all Members must be at least 18 years of age and possess the legal authority to enter into this agreement;
- f) all information provided by Members to us, the Service Provider or the Suppliers should be true and accurate;
- g) when using the Concierge Service and/or any content or materials available from us, you agree to be bound by these Terms which shall form a legally binding agreement between you and us.
- h) we reserve the right to update or change these Terms from time to time at our discretion, and your continued use of the Concierge Service will be subject to the then current version of these Terms. We recommend that you read the current version of these Terms each time before you use the Concierge Service.

2. Our Services

2.1. The Concierge Service we provide by phone, email includes:

- a) the ability to place a new request with the Concierge Service;
- b) the ability to engage services and/or order goods from Suppliers; and
- c) the ability to request to be updated on specific information.

2.2. If you use one of the phone numbers provided to you to call and speak to one of our representative’s a (“**Lifestyle Manager**”), please note that telephone calls to us will be monitored for training and quality purposes.

2.3. We reserve the right at any time to modify the Concierge Service we provide to you and to add or remove content, or stop providing the Concierge Service for any reason.

2.4. Unless otherwise stated in writing by us and with the exception of some travel bookings (see section 6 and Appendix 1 of to these Terms, when you make a request for goods or services from a Supplier through the Concierge Service you will enter into a contract directly with the Supplier for the provision of the goods or services and you will be bound by the Supplier’s terms and conditions (including but not limited to their cancellation and/or return terms). In these circumstances, it is very important for you to review any applicable terms and conditions before you complete the transaction.

2.5. Where there are specific terms and conditions between us and you for types of Concierge Services provided by email or phone, these are outlined below.

3. Dining

3.1. Ten works with third party restaurant and dining Suppliers to offer exclusive and non-exclusive bookings, special benefits and offers to Members as part of the Concierge Service.

3.2. You accept that special benefits and offers with Suppliers are subject to availability and may change from time to time and without notice. It is

important to note that not all of the Concierge Services are available in all jurisdictions.

- 3.3. We reserve the right to deny restaurant reservation requests from you if you repeatedly fail to show up for bookings or violate any Supplier's terms and conditions including their cancellation terms.

4. Tickets

- 4.1. Ten works with third party ticketing and event Suppliers to quote details of face value tickets, hospitality tickets and tickets from secondary market agents to Members as part of the Concierge Service.
- 4.2. All tickets are subject to availability.
- 4.3. If you decide to order tickets from a Supplier quoted by us, you shall authorise us to arrange for payment of the tickets on your behalf. Once you have given us authorisation to purchase tickets with the Supplier on your behalf, you will be liable to pay the full price for the tickets. Once the purchase is confirmed, no refunds or exchanges will be available.
- 4.4. You shall enter into a contract for the sale and/or supply of the tickets with the relevant Supplier. Ten or the Service Provider shall not be party to this contract.
- 4.5. You should ensure that you check both the booking confirmation and the tickets you receive and notify us immediately if any details are incorrect or there are any discrepancies. Where an error has been made by us, we will endeavour to resolve the error with the appropriate level of cost and/or compensation. In all other cases, we will endeavour to assist you with correcting the error without incurring any financial liability.
- 4.6. We will endeavour to advise you if any tickets have restricted view prior to your purchase. Tickets will be considered restricted view only if specified by the Supplier, box office, venue and/or on the physical tickets.
- 4.7. The Supplier, together with us, will select the method and company used for ticket delivery. Often tickets will be sent via secure post or courier which will require a signature upon delivery. When delivery is attempted, if you are unavailable you will need to collect from the local sorting office or, where appropriate, organise a re-delivery directly with the courier company. We will offer support with any deliveries but will not be held liable for errors not caused by us.
- 4.8. Tickets are usually delivered between 5 to 7 days before the date of the event, with the exception of theatre tickets, which are sent once after the booking is made. The date upon which tickets are released is controlled by the promoters of the event (and not us), who often delay delivery in order to reduce both fraudulent activity and the risk of tickets being misplaced.
- 4.9. When tickets are purchased through secondary ticket agents, the Supplier will make every effort to deliver them several days before the event. However, they reserve the right to deliver tickets up to 24 hours in advance and on rare occasions

may arrange for you to meet a representative at the venue.

- 4.10. It is your responsibility to advise us of any change of address which may affect your booking, or if you plan to be away in the days leading up to the event.
- 4.11. If tickets are misplaced and originally purchased through a face value box office, tickets can often be duplicated. It is unlikely that tickets will be re-issued prior to the event date and will therefore need to be collected from the box office. In order to collect tickets in this way, the cardholder and the card that was used to purchase the tickets need to be present. Letters of authorisation are subject to the venue box office's discretion and in some instances, may not be accepted.
- 4.12. If tickets purchased through secondary ticket agents are misplaced, it is extremely difficult to arrange duplicates or box office collection, since they usually need to be collected by the individual who originally purchased the tickets. If this occurs, we will endeavour to arrange for duplicates or collection, but if we are unable to do so we cannot provide a refund.
- 4.13. If you find you are unable to attend an event and would like advice on re-selling your tickets, please contact us for further information.
- 4.14. While we will endeavour to update you if we become aware of any changes made to the date or time of your event, we cannot take responsibility to inform you if an event is cancelled or to provide details if it is rearranged by the event promoter. Where tickets are purchased through the secondary market, tickets will usually be valid for the rescheduled date. If you are not able to make the new date, refunds are at the relevant Supplier's discretion. We are not responsible for any additional financial outlay, such as for accommodation or transport, that occurs as a result of a cancelled or rescheduled date.
- 4.15. For tickets purchased direct through the box office, if the event is cancelled, you will receive a full refund direct from the box office. If the event is postponed, refunds will not be given until a new date has been rescheduled. If you cannot attend the new date, then you are normally entitled to a full refund.
- 4.16. Please ensure you check your credit card statement that your credit card has been charged for the amount of your tickets within 3 to 5 days of booking. If this is not the case then please call your Lifestyle Manager.
- 4.17. In the unusual event that a Supplier (box office or secondary market ticket supplier) goes insolvent, bankrupt or does not deliver the tickets, we cannot accept liability for the loss of tickets. The relevant terms and conditions between you and the Supplier will apply. We shall offer assistance and act on behalf of the Member to endeavour to remedy the situation. As a minimum, this will include:
- a) advising the Member of the chargeback process, if they have paid by debit or credit

card, whereby Visa / MasterCard / Amex go to the vendor to try to re-coup the money. Note that there is a time limit within which this chargeback process is applicable; and / or

- b) if the Member chooses to purchase new tickets, sourcing alternative tickets to match the original order as closely as possible in terms of location, price and date.

5. Events and Benefits

- 5.1. Ten works with Suppliers to share details of events and/or benefits to Members as part of the Concierge Service.
- 5.2. Benefits are subject to availability.
- 5.3. Benefits may be withdrawn at any time and without prior notice.

6. Travel

- 6.1. We may engage certain local travel agencies to act solely in the capacity of agent for Suppliers of air, hotel, car and other travel-related products and services ("**Travel Supplier(s)**") to provide Members with the ability to purchase airline tickets, hotel accommodation, car rentals and other travel-related products and services ("**Travel Services**") in accordance with the Travel Policy set out in Appendix 1 to these Terms, which includes our cancellation policy.

7. Fair Usage Policy

- 7.1. You must make sure that any use of the Concierge Service complies with these Terms.
- 7.2. If you breach this Policy, we may: (a) give you a notice to stop or moderate the unacceptable use(s); or (b) terminate or suspend your Concierge Service, with or without notice as we consider appropriate, under the Terms.
- 7.3. There is no specified limit on the usage of our Concierge Service. However, if we feel that your activities are so excessive that other Members could be detrimentally affected, we may give you a written notice (by email or otherwise) or limit the number of requests you can submit in a given time period. In extreme circumstances, if the levels of activity do not promptly decrease after the warning, we may terminate or suspend your account after prior consultation with the Service Provider.
- 7.4. You are responsible for all use of the Concierge Service through your account and for any breach of these Terms whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.

8. Complaints

- 8.1. Please contact us immediately should you be dissatisfied with any aspect of the Concierge Service you receive and we will use reasonable endeavours to look into the issue within two working days of receipt of your notification and to

respond to you as soon as reasonably practicable.

- 8.2. Ten or the Service Provider will not be responsible for the failure of any Supplier to provide any goods or services or the negligence of the Supplier providing them. However, we will endeavour to assist you in the resolution of any such issue.

9. Material

- 9.1. The material in our communications is subject to our copyright protection, unless otherwise indicated. Our copyright-protected material may be reproduced free of charge in any format or media without specific permission, provided the material is not for public use and not for profit, material or financial gain. This is subject to the material being reproduced accurately and not being used in a derogatory manner or in a misleading context.
- 9.2. Where the material is being published or issued to others, the source and copyright status must be acknowledged. Any permission we provide to reproduce our copyright-protected material does not extend to any material shared in our communications which is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned. If there is a restriction on reproduction, any other proposed use of the material would be subject to our approval. Application should be made to the Content Director, Ten Lifestyle Management Limited, 2nd Floor, Fitzroy House, 355 Euston Road, London NW1 3AL.

10. Intellectual Property

- 10.1. The Content (as defined below) is protected by applicable intellectual property laws and all Content is owned by or used by Ten under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials received from Ten, and the images, graphics, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information received from Ten are subject to the intellectual property rights of Ten, its subsidiaries and affiliates, and their respective licensors and licensees (collectively "Content"). The Content may not be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you. No Content shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any Content without Ten's prior written permission.

11. Contact

If you have any queries or comments about these Terms or our or any Supplier's use of your personal data, please get in touch with your Lifestyle Manager via the phone number and email address provided for the Concierge Service.

12. Changes to these Terms

We reserve the right to update these Terms periodically. If any changes are made, we will notify you as required by law.

13. Notices

A notice or other communication under or in connection with these Terms shall be in writing and shall be delivered personally or sent by first class post, fax or email to the party due to receive the notice or communication at its registered address or the fax or email address specified in writing to the other.

14. General

If any of the above provisions are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms shall remain in full force and effect unless the business purpose of these Terms are substantially frustrated thereby.

Any payment transactions carried out by us or our third party payment processing services shall subject

to applicable regulatory obligations and are secure with PCI-DSS.

15. Indemnification

You agree to indemnify, defend and hold Ten, the Service Provider and its business partners, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable professional legal advisors' fees and expenses, related to your violation of these Terms.

16. Governing Law and Jurisdiction

16.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

Last modified on 18 March 2024.

Appendix 1 TRAVEL POLICY

Ten and the Service Provider together with their parent companies, subsidiaries, affiliates and agents, and their respective officers, directors, employees, representatives, agents and licensors, shall be referred to collectively as the "Covered Parties" and each individually as a "Covered Party".

17. Terms of Travel Services

- 17.1. You agree that:
- a) you are responsible for any error in the accuracy of information that you provide in connection with any Travel Services;
 - b) you are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of any Travel Services;
 - c) airfare prices are not guaranteed until flights are ticketed. Airfare fees that may apply after the initial ticket purchase including, but not limited to, (i) airline fees for itinerary changes or cancellations, (ii) after-purchase upgrades, including preferred or priority seat assignments, (iii) checked baggage fees, or (iv) in-flight food and beverage (not included in the advertised rates and will be your responsibility). Post-booking fees and charges vary and are determined by the airline carrier, and can vary by airline.
 - d) with respect to car rental, additional charges, taxes, and fees may apply at the time of rental or check-in and will be billed at that time directly to you. Car rental companies will require a payment card at the time you pick up the vehicle;
 - e) you will only use Travel Services to purchase travel for legitimate travel reservations and/or tickets for you or for another person for whom you are legally authorised to act;
 - f) you will inform any other individuals for whom you have purchased reservations and/or tickets of these Terms and you agree to all additional terms and conditions of purchase introduced to you by Ten and the relevant Travel Supplier(s) in relation to specific Travel Services. The terms and conditions of Ten and the relevant Travel Supplier(s) will be available for review prior to or at the time of purchase or reservation;
 - g) we do not provide or source financial services advice or medical advice at any time; and
 - h) unless otherwise stated, when you make a request for services from Travel Supplier(s) through our Concierge Service, Ten will act as your agent and you will enter into a contract directly with the Travel Supplier(s) for the provision of the Travel Services and you will be bound by the Travel Supplier(s)' terms and conditions (including but not limited to their cancellation terms), which will be made available to you before or at the time you complete your booking.
- 17.2. All policies and procedures are subject to change at any time at our discretion and without notice.
- 17.3. All prices quoted are based on rates in effect at the time of booking and are subject to change without notice. As the transaction will be processed in the stated currency, additional currency conversion, foreign transaction and other similar fees may apply depending on your place of booking. Please contact your bank for more information on these fees prior to booking if you have any questions or concerns.
- 17.4. Travel benefits may not be combinable with a Travel Supplier's other offers.
- 17.5. AIRLINE TICKETS & POLICIES: All airline tickets are subject to the published contract of carriage and rules of the airline carrier on which you will travel. The contract of carriage in use by the applicable airline shall be between the applicable airline and the passenger only. The Covered Parties assume no responsibility in the determination and application of the terms and conditions applicable to this contract of carriage. A Travel Supplier that is an air carrier is required to make available to the public the terms of its contract of carriage and make available the fare rules for all air carrier tickets before booking.
- 17.6. The Covered Parties maintain no control over the personnel, equipment or operations of any airline. Covered Parties do not guarantee or insure the Travel Services provided by any Travel Supplier of air travel and will not be responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, non-performance, inconvenience, overbooking, irregularity or any consequences there from, which may be occasioned through the neglect or default, or any other action or inaction by any Travel Supplier.
- 17.7. You agree to abide by the terms and conditions imposed by any Travel Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and your being liable for any costs incurred by a Covered Party as a result of such violation. Ten and the other Covered Parties are not responsible for any such action by air carriers due to your failure to abide by such air carrier's rules.
- 17.8. Neither Ten nor the other Covered Parties, nor any provider of air traffic data makes any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information and expressly disclaims liability for any errors and omissions.
- 17.9. Travel reservations are subject to the rules of each Travel Supplier on your itinerary. A government issued picture ID is required for all domestic travel. A valid passport, and in some cases visa and certain health requirements, are required when traveling internationally. For international travel, please check with your consulate in the destination country for visa travel requirements.

- 17.10. Electronic documents such as e-confirmations and e-documents will be provided to the email address given by you at the time of booking. Ten and the other Covered Parties are not responsible for any change in the contact information provided by you at the time of booking.

18. Additional Travel Information and Terms

- 18.1. A government issued picture ID is required for all domestic travel. Additional identification such as a passport, visa and certain health requirements may be required for international travel. The name on the airline reservation must match exactly the name as it appears on the government issued ID. For international travel requirements, contact the embassy/consulate of the country to which you are travelling, to determine entry documentation and other requirements, such as immunizations that must be satisfied by you, including return entry into your home country. It is your responsibility to obtain proper travel identification and satisfy all other requirements for the destination. Carriers cannot board any passenger who fails to carry required documents. Passenger identification must match the name on the airline reservation or ticket(s). Some airlines may require You to show the payment card used as payment for your ticket(s).
- 18.2. Minors under the age of 18 or age of majority in your country who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country to which you are traveling for additional information.
- 18.3. The Covered Parties have no special knowledge regarding the suitability for disabled persons for any travel itinerary. The Covered Parties also have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.
- 18.4. For information concerning possible dangers at international destinations, we recommend contacting your government's agency responsible for travel advisory matters.
- 18.5. For medical information, we recommend contacting your governmental agency responsible for health and medical matters.
- 18.6. **BANKRUPTCY OR FLIGHT CHANGES, DELAYS OR CANCELLATIONS:** Each Covered Party shall have no liability if a travel provider is not able to honour an airline ticket purchased through the Concierge Service for any reason, including, without limitation, bankruptcy proceedings, strikes, labour shortages or flight delays, overbooking, cancellations or termination of service. Ticketed passengers may be entitled to refunds from the airline providing the transportation depending on the terms of the contract of carriage and other applicable rules of the airline.
- 18.7. **ITINERARY CHANGES OR CANCELLATIONS:** Ten do not charge fees for cancelling your booking, but you may be subject to the individual cancellation policies of the property, the tour operator, the airline, the car rental company or any Travel Supplier you book with through the Concierge Service. Cancellation policies will be provided to you before you complete your booking. Accordingly, carefully review your ticket purchases for any errors or discrepancies prior to purchase. If you need to make changes to your travel itinerary, please call a Lifestyle Manager on the number listed on your email confirmation. In certain circumstances, changes may not be possible. If changes to the travel itinerary are possible, based on the applicable contract of carriage and other rules and regulations for the applicable airline, such changes may be subject to (i) an increase in airfare and related taxes, fees, and charges, (ii) change or service fees charged by the airline, and (iii) certain additional service fees. Such fees and charges may be quoted and charged in local currencies, even if part of your original purchase was made in another currency. Tickets may not be reassigned or transferred to a different airline. Most airline tickets do not retain any value if not cancelled prior to departure.
- 18.8. **PASSENGER NAME AND IDENTIFICATION:** All airline tickets purchased through the Concierge Service must be purchased in the exact name of the person traveling which, to the extent applicable, must be identical to the name that appears on the traveller's passport or other government-issued identification card. Airline passengers must present a government-issued form of identification at the airport on the day of travel. Once purchased, tickets are not transferable
- 18.9. **INTERNATIONAL TRAVEL REQUIREMENTS:** International travel generally requires the passenger to possess a valid passport. Visa policies vary by country and any necessary visas are the sole responsibility of the traveller and must be obtained prior to departure. Travellers are responsible for complying with all government travel requirements, and presenting exit, entry and other required documents such as passports and visas. as a general rule, passports should have at least six months of validity when traveling internationally, please check the requirements of the countries you are flying to and from.
- 18.10. **REQUIREMENTS FOR CHILDREN:** Children under the age of 18 traveling internationally without one or both of their natural parents must carry a notarized letter of permission from the absent parent or parents. Other document requirements may apply depending on the airline and are the sole responsibility of the traveller.
- 18.11. Travel reservations are subject to the rules of each Travel Supplier on your itinerary. The information and descriptions given about Travel Supplier are believed to be accurate, however, the Covered Parties make no warranty or representation regarding the information and descriptions.
- 18.12. The passenger's ticket(s), when issued, shall constitute the sole contract between the Covered Parties and the purchaser and/or passenger and will be subject to the Travel Suppliers' terms and conditions of use.
- 18.13. All airline tickets are subject to the published conditions of carriage and rules of the applicable airline. The contract of carriage in use by the applicable airline shall be between the applicable airline and the

passenger. All flight details should be confirmed with the applicable airline including, without limitation, the schedule of your flight, airline policies, baggage charges, size limitations, or restrictions, and any other additional fees that must be paid directly to the applicable airline. The Covered Parties maintain no control over the personnel, equipment or operations of any airline. The other Covered Parties do not guarantee or insure the Travel services provided by any Travel Supplier of air travel. You agree to abide by the terms and conditions imposed by any Travel Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and any costs incurred by a Travel Supplier as a result of such violation.

- 18.14. Special requests made to a Travel Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.
- 18.15. Upgrades are not permitted on certain itineraries. Please check with the applicable Covered Parties directly.
- 18.16. Travel Suppliers' policies are subject to change at any time without notice.
- 18.17. Covered Parties are not responsible for any lost or damaged luggage before, during or after travel.
- 18.18. Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.
- 18.19. **BAGGAGE FEES:** Baggage policies and fees vary by Travel Supplier Please check with the Travel Supplier for baggage charges, size limitations, weight and other restrictions.
- 18.20. **DESTINATION TAXES:** Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes on location. Ten is not the vendor collecting and remitting taxes to the applicable taxing authorities. Neither Ten nor other local travel agencies procured through Ten are co-vendors associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.
- 18.21. **PAYMENT:** Full payment with a payment card may be required to make a reservation. Should an error occur in processing your payment card for applicable charges, Ten reserves the right to resubmit the charge to your payment card company. Ten also reserves the right to re-invoice your reservation should an error be made in computing your holiday price. Rates are subject to change, including, but not limited to, increases in or establishments of surcharges, applicable taxes, government fees, and airfare and hotel prices.
- 18.22. Details you provide when you register for this Concierge Service will govern the currency you elect from time to time when you make travel bookings online or with a Lifestyle Manager. You will be charged in the currency you elected at time of check out so please be sure to check your elected currency prior to completing your transaction.
- 18.23. **HOTEL TAXES AND SERVICE FEES:** Ten markets hotels under a 'prepaid/merchant' model where the 'prepaid/merchant model applies, Ten or other local travel agencies procured through Ten collects the designated amount from you in advance and manages the payments to the hotel on your behalf. In connection with facilitating your hotel arrangement, the amount you are charged may not include all taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, goods and services tax, and/or other similar taxes. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount paid to the hotel at the time of booking does not include any extra person charges, incidentals, gratuities, or other charges incurred during your stay. You will be fully responsible for any excess charges or fees incurred by you during your stay and related taxes. There will be no refund for unused services or early check-out.

19. Cancellations

- 19.1. A "Cancellation" means any change made to the name of a traveller when booked (name change), the substitution of one traveller in place of another, a reduction to the number in the party, reduction of a portion of the package, and/or the termination of the entire trip. Changing the date of departure or return date is also classified as a "Cancellation". All other changes are defined as a revision.
- 19.2. **CHANGE/CANCELLATION POLICY:** If your plans change, your right to a refund will be governed by the cancellation terms of the Travel Supplier(s) (as described at the time of booking, in your contract with the Travel Supplier(s) and the below):
 - a) Cancellations, refunds, changes, exchanges and transfers are wholly subject to the terms and conditions of the applicable Travel Supplier(s). Accordingly, carefully review your ticket purchases and reservation details for any errors or discrepancies prior to purchase. If you need to make changes to your travel itinerary, call a Lifestyle Manager on the number listed on your email confirmation. In certain circumstances, changes may not be possible. If changes are possible, changes to travel itinerary shall be subject to fees charged by Travel Suppliers and subject to the Travel Suppliers' terms and conditions;
 - b) hotel reservation cancellations are subject to individual Travel Suppliers' cancellation policies. Failure to cancel prior to scheduled check-in time will be considered a no-show and will not be eligible for refund.
 - c) car Rental cancellations are subject to individual Travel Suppliers' cancellation policies;
 - d) separate cancellation penalties may apply to holiday or special event departures in addition to non-refundable deposits; and

- e) Travel Supplier penalties are subject to change at any time without notice.

20. Package revisions

- 20.1. In the event that you purchase a single "Packaged" product of flights and accommodation provided by one of our Travel Suppliers, you will be charged for the full amount of your itinerary at the time of booking. You may have separate charges for each product in the package, totalling the amount quoted for your itinerary. No aspect of the itinerary is guaranteed (including price, availability or dates of travel) until full payment is received.
- 20.2. All travellers must travel on the same itinerary. Individual travellers cannot be added or deleted from an itinerary after booking.
- 20.3. Any changes must be made directly by calling a Lifestyle Manager on the number listed on your email confirmation, and shall be subject to Travel Supplier charges as described below (other than those subject to cancellation penalties listed in section 2):
- 20.4. AIRLINE TICKET CHANGES: This refers to the change policy set by the individual airline. Changes to travel dates or destination may be allowed and are subject to the rules of the airline. Additional airfare and/or exchange fees may apply. Name changes on airline reservations are not permitted by some airlines.
- 20.5. HOTEL CHANGE POLICIES: This refers to changes to hotel reservations. These are allowed subject to individual Travel Suppliers' policies. Travel Supplier change fees may apply.
- 20.6. CAR RENTAL POLICIES: This refers to changes to a car rental reservation. These are allowed but Travel Supplier change fees may apply.

21. Car rental rules

- 21.1. Driver must be in possession of a valid driver's license (in the relevant locality) and a major payment card in their name.
- 21.2. Some Travel Suppliers require a good driving record and reserve the right to verify drivers' records. Minimum and maximum age requirements may apply, additional charges may apply based on age and will vary by country. Travel Suppliers may reserve the right to deny car rentals for any reason, including past driving records
- 21.3. Car costs may not include drop charges, tolls, taxes, surcharges, upgrades, recoupment fees, airport fees, insurance waivers, fuel, and optional charges such as protection options, special equipment and additional drivers. All such additional charges must be paid directly to the car rental company.
- 21.4. Rental charges are based on each 24-hour period commencing at time of rental, with any additional hours subject to extra charge.
- 21.5. A major payment card or a cash deposit is required to protect against incidental charges and damages, payable directly to the car rental company.
- 21.6. Car rental companies will not refund any unused portion of a rental.
- 21.7. No-shows are non-refundable and will result in a total forfeiture of any payments made.
- 21.8. The early return of car rentals is not eligible for a refund.
- 21.9. Cancellation fees, rental terms, and any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.
- 21.10. For some international rentals, a 3-day minimum may apply.
- 21.11. Geographic and cross border restrictions may apply.
- 21.12. Please contact your insurance company if you are unsure whether or not to accept rental car company insurance.

22. Hotel Rules

- 22.1. Some hotels require a resort fee payable at the time of check-in. These fees are not included in the total price displayed online.
- 22.2. No-shows are non-refundable and will result in a total forfeiture of any payments made.
- 22.3. Early check-out from a hotel is not subject to a refund.
- 22.4. Contact a Lifestyle Manager on the number listed on your email confirmation for all cancellation or modification requests.
- 22.5. Cancellations or modifications handled by the property directly may result in additional fees. When cancelling hotel reservations, you will be held responsible for charges if you do not ask for and retain your cancellation number.
- 22.6. Hotel reservations include room and applicable taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges and any charges for incidentals that you incur while traveling is not included in your reservation rate and must be paid directly by you to the hotel.
- 22.7. Incidental charges may include but are not limited to parking fees, baby-sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.
- 22.8. Hotels may not have actual travellers' names until just prior to arrival.
- 22.9. The hotel may require a major payment card, in the name of one of the guests, or a cash deposit upon check-in.
- 22.10. Reservations do not include services not specified in the reservation confirmation.

23. Airline rules

- 23.1. It is the responsibility of the traveller to ensure the name is spelled correctly at the time of booking. Name changes are not permitted on some airline reservations.
- 23.2. Failure to use any part of your airline reservation may result in cancellation of continuing or return flight reservations. You must advise the airlines if your travel plans change en route.
- 23.3. Advance seat assignments, if available and allowed by the airline, are not guaranteed. Please inquire with the airline directly about your boarding passes.
- 23.4. Flight schedules are subject to change. the Covered Parties are not responsible for any flight schedule changes made by the airlines. Please re-confirm each flight at least 48 hours prior to departure for domestic flights and 72 hours in advance for international flights. Reconfirmation of flights is mandatory when returning from international destinations.
- 23.5. **BAGGAGE ALLOWANCES:** These vary by airline & all baggage fees are payable directly to the airline and therefore will not be included in your package price.
- 23.6. Airfare is typically non-refundable. In some cases, airfare allows for changes or cancellations. If you are cancelling your trip, you must contact Ten, who will advise you of eligibility for refund. No refunds will be made for missed or unused services or inclusions. If you accept a refund, you waive all other rights and remedies under applicable law.
- 23.7. Airline penalties are in addition to all other penalties detailed above and are subject to change at any time without notice.
- 23.8. Additional costs, fees and taxes are your sole responsibility. These costs, fees and taxes may include without limitation any cost for shipping and handling, any change or cancellation to the itinerary, any fare increase resulting from a change, and baggage charges.
- 23.9. You should check with each airline regarding its specific boarding and check-in requirements.
- 23.10. Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.
- 23.11. Please review your itinerary, as code-share flights may exist. If a code-share flight exists in your itinerary, passengers must check in with the operating airline on day of departure.
- 23.12. All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions.
- 23.13. If your tickets are lost, stolen, or destroyed, contact us immediately for details on how to process your claim. Until any permitted refund or credit is completed by the issuing airline, you remain legally responsible for payment, in full, of the lost, stolen, or destroyed tickets.
- 23.14. **CUSTOMER RESPONSIBILITIES:**
 - a) You are responsible for examining and verifying all information and ensuring that you understand all of the policies, fees and requirements to which you are subject. You must ensure that you and all of your party check-in at least two hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must call or visit the airline's website to verify flight times the evening prior to departure. You must comply with the airline's baggage restrictions as posted by each airline. Please contact your airline for current fees and policies. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies. Unless you file a claim with Ten within 30 days after the termination of your trip, all parties are released from further liability.
- 23.15. **TEN RESPONSIBILITIES:** Ten and the applicable Travel Supplier(s) are responsible to you for making the applicable arrangements for transportation, accommodation and services being booked. The responsibility of Ten does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel operator, ground transportation contractor, optional tour operator or any person rendering any services being offered. Ten or the Travel Suppliers are not responsible for: (i) any changes made by scheduled air carriers which are beyond our control (this includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule); or (ii) damage, delay or vacations affected by weather or other force majeure events beyond our control. In no event shall any Covered Party be liable for consequential damages. Applicable Covered Parties reserve the right to substitute hotel accommodations, if necessary, due to circumstances beyond its control. Special requests such as room location, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed. Special offers may be withdrawn at any time. Rates are based on availability.
- 23.16. **AIR CARRIERS' RESPONSIBILITIES:** Air carriers operating scheduled air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described in vacation brochures, web sites and/or flyers. The services described in vacation brochures/web sites/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures or partners with the named air carriers.

24. Important notice

- 24.1. IN NO EVENT SHALL TEN OR ANY OTHER COVERED PARTY BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THE CONCIERGE SERVICE (THESE TERMS, FLIGHT TERMS, PURCHASE OF, AIRLINE TICKETS, THE USE OF THE AIRLINE TICKETS OR ANY ASSOCIATED TRAVEL, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Further, except as set forth below, Ten and the other Covered Parties accept no responsibility for any damage and/or delay due to any Travel Suppliers cancellations, shortages, sickness, pilferage, labour disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the other Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No other Covered Party shall be responsible for any Travel Supplier's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any other Covered Party be responsible for any other wrongdoing of a Travel Supplier (including any liability in tort), as to any products and/or services available through this Concierge Service. Neither Ten nor any other Covered Party shall be responsible for any Travel Supplier's failure to comply with these Terms, nor for any Travel Supplier's failure to comply with applicable federal, state, provincial and local law. If, notwithstanding the above, Ten or any other Covered Party is found liable for any loss or damage relating to the use of this Concierge Service, you agree the liability of any such party shall in no event exceed the amount of \$100.
- 24.2. Neither Ten, nor other Covered Parties nor any of their affiliates and their employees, officers, directors and shareholders owns, controls or operates any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Ten or other Covered Parties procured through Ten occasionally enter into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Covered Parties are not responsible for any negligent or wilful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond their control. Ten or other Covered Parties act only as an agent for the passenger in regard to travel, and none of the Covered Parties assume any liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.
- 24.3. Ten or other Covered Parties procured through Ten reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability. The issuance of vouchers or tickets shall be deemed to be your consent to the above terms. The passenger's ticket(s), when issued, shall constitute the sole contract between the applicable Travel Supplier and the purchaser and/or passenger, and Ten or other Covered Parties shall have no liability for any actions or omissions of the Travel Supplier or other Covered Parties. In addition, Ten or other Covered Parties shall have no responsibility for any credit or voucher issued by any Travel Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Travel Supplier or applicable Covered Parties.
- 24.4. All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portage charges are subject to deletions, additions or changes without notice. These items are not under the control of any of the Covered Parties, since changes in government regulations and labour agreements cannot always be anticipated. Covered Parties are not responsible for any changes initiated by the passenger after departure.

Last modified 18 March 2024.