

Terms of Service for Guests

Last updated: 28 February 2025

Introduction

Welcome to Downtime Limited. By booking and using our curated luxury experiences and accommodations ("**Services**"), you agree to comply with these Terms of Service ("**Terms**"). Please read them carefully before proceeding. If you do not agree to these Terms, you should not use our Services.

These Terms are available at www.boon.club and may be updated periodically. Your continued use of our Services signifies your agreement to any updated Terms.

1. Your Agreement with Us

1.1 These Terms form a legally binding agreement between you ("**Guest**" or "**you**") and Downtime Limited ("**we**," "**us**," or "**our**"). Hereafter collectively referred to as "**Both parties**"

1.2 By booking and/or using our Services, you confirm that you:

- a. Are at least 18 years old;
- b. Acknowledge, read, understood, and agree to these Terms; and
- c. Are legally permitted to enter into these Terms in your jurisdiction.

1.3 If you are booking on behalf of a group, you are responsible for sharing these Terms and ensuring all group members are aware and comply with these Terms.

2. Booking and Payment

2.1 All bookings are subject to availability and confirmation by us via email.

2.2 In the event the booking is not available the booking will be rejected, and the payment will be released back to the originally chosen card.

2.3 Payments must be made in full at the time of booking unless otherwise specified or agreed with us

2.4 Prices listed on our website include all applicable taxes unless stated otherwise. These prices include VAT but may exclude any service fee. These will be added to the total amount at checkout. The service fee may vary depending on a number of factors, the Experience Provider you select, and the value of your booking, these costs will always be shown to you before you complete and pay for your booking.

2.5 We accept payments through the methods outlined on our payments page of our website. You are responsible for ensuring your payment details are accurate and up to date.

2.6 Failure to complete payment will result in the cancellation of your booking.

2.7 You agree not to offset any amounts due under these Terms or withhold any payments for any reason for our Services unless expressly authorized in writing by us. All payments are due in full without deduction, setoff, or counterclaim.

3. Cancellations and Refunds

3.1 Guest-Initiated Cancellations

a. You may cancel your booking at any time prior to the commencement; however, refund eligibility depends on the timing of your cancellation:

- **More than 14 days before the booking Start Date:** Full refund
- **Between 7 and 14 days before the booking Start Date:** 50% refund of the total booking amount.
- **Between 1 and 6 days before the booking Start Date:** 25% refund of the total booking amount.
- **Less than 24 hours before the booking Start Date:** No refund will be provided.

b. For the purpose of this clause, "**Start Date**" refers to the date on which you have booked your experience with the chosen Experience Provider, as confirmed in your booking confirmation by us.

c. Cancellations must be made through the Boon website or by contacting us directly using the details below.

3.2 Boon-Initiated Cancellations

a. In rare cases, we or Experience Providers may need to cancel your booking due to unforeseen circumstances, including but limited to:

- Force majeure events (e.g., natural disasters, pandemics, government restrictions); or
- Safety concerns; or
- Technical issues.

b. In such cases, we will notify you as soon as possible and offer you one of the following options:

- An alternative booking of equal or greater value (subject to availability); or
- A full refund of the total booking amount.

3.3 Changes to Bookings

If you wish to amend your booking (e.g., change dates or modify the experience), such changes will be subject to availability and may incur additional fees. Any significant amendments to your booking made within 7 days of the booking start date may be treated as a cancellation and subject to the scaled refund policy outlined in 3.1.

3.4 Refund Processing

Where eligible, refunds will be processed to your original payment method within 14 business days. We are not responsible for delays caused by your bank or payment provider. If you establish any difficulties, please contact your bank or payment provider.

3.5 Non-Refundable Elements

Certain add-ons, third-party services, or promotional bookings may be non-refundable. These will be clearly stated at the time of booking if these are applicable.

3.6 . Complaint Handling:

In the event of any dissatisfaction or complaint, you must notify us immediately by using the contact details below. We are committed to resolving complaints in a timely and fair manner.

3.7. Resolving Complaints and Damage Claims Between Members

If a complaint or damage claim arises between you, we encourage you to resolve the matter amicably with us. If a resolution cannot be reached, we suggest using mediation services before a court claim is made.

4. Use of Services

4.1 Guest Responsibilities

4.1.1 You must treat your accommodation, staff, third-party providers ("**Experience Providers**"), and other guests with respect at all times. Your conduct must align with our terms as well as any applicable third-party terms that govern the Services or experiences provided. You acknowledge that failure to adhere to these standards may result in consequences, including but not limited to cancellation of your booking, denial of service, removal from the premises, and potential liability for damages or additional costs incurred due to misconduct. **It is your responsibility to familiarize yourself with any third-party terms that apply to your booking or experience.**

4.1.2 Comply with any rules or guidelines provided during your stay or Services;

4.1.3 Ensure the safety and security of the property during your stay;

4.1.4 You must not sublet or transfer your booking without our prior written permission;and

4.1.5 You must adhere to all local noise ordinances and avoid disruptive behavior, particularly in residential areas.

4.2 Prohibited Activities

4.2.1 You must not:

- a. Engage in illegal, disruptive, or harmful activities during your stay or Services.
- b. Use our Services for any purpose other than personal leisure.

4.3 Termination of Services

4.3.1 We reserve the right to terminate your booking without refund if you:

- a. Violate these Terms.
- b. Engage in behavior that endangers others or causes damage to property.

5. Liability and Disclaimers

5.1 Downtime Limited endeavors to provide accurate descriptions of all Services but cannot guarantee they will meet all your personal expectations. Downtime Limited acts solely as an intermediary connecting Guests with independent Experience Providers. Experience Providers are independent contractors and are not employees, agents, or representatives of Downtime Limited. Accordingly, Downtime Limited To the fullest extent permitted by law is not responsible for:

- Any act, omission, negligence, or misconduct of the Experience Provider; accommodation provider; third-parties or unforeseen events;
- Any failure by the Experience Provider to deliver services as promised; and
- Any injuries, losses, or damages suffered by Guests as a result of their participation in the Services

5.3 You acknowledge and agree that participation in our Services may involve inherent risks. You are encouraged to follow all safety instructions provided by Experience Providers and accommodations to mitigate potential risks. By booking, you assume all responsibility for such risks. We will not be liable for any damages, including but not limited to loss of business or profits, arising from contract, tort, or otherwise due to your use or inability to use the website, or any material contained within them, or from any decisions made as a result of using them.

5.4 Nothing in these Terms excludes or limits your statutory rights or our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or anything else that cannot be excluded under applicable law. Our total liability will be limited to the amount you paid for the specific booking or Service in question.

5.5 We strongly recommend obtaining travel insurance to cover potential disruptions, cancellations, or other issues during the use of our Services.

6. Changes to Services

6.1 We reserve the right to modify, reschedule, or cancel Services due to unforeseen circumstances, including but not limited to:

- 6.1.1 Weather conditions.
- 6.1.2 Health and safety concerns.
- 6.1.3 Operational challenges.

6.2 In the event of significant changes, we will notify you promptly and offer alternatives or refunds via email or phone.

7. Force Majeure

7.1 Neither party shall be liable for failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of nature, pandemics, government action, war, strikes, failure of third-party systems, technology, or infrastructure.

7.2 In the event of a force majeure occurrence:

- We will notify you as soon as possible and provide reasonable assistance in rescheduling your booking.
- If rescheduling is not possible, we will offer a refund or credit at our sole discretion, based on the circumstances of the event and any non-recoverable costs incurred.
- Refunds, if applicable, will be processed within 14 business days.

7.3 Experience Providers are responsible for their own contingency planning in the event of force majeure, and Downtime Limited shall not be liable for any additional costs or losses incurred by Guests or Experience Providers due to such events.

8. Privacy and Data Protection

8.1 Your personal information will be collected, used, and stored in accordance with our Privacy Policy.

8.2 By using our Services, you consent to the processing of your data for booking, communication, and service improvement purposes.

9. Confidentiality

9.1 Both parties shall maintain confidentiality of all proprietary and confidential information during your interaction with us for our Services, including but not limited to personal data, business practices, and any other sensitive information disclosed. This obligation remains in effect even after the termination of these Terms.

10. Member Accounts

10.1 Guests will be required to create and maintain an account to access our Services. You are responsible for providing accurate, up-to-date information and ensuring the security of their account details. You must notify us immediately of any unauthorized use of their account. We reserve the right to deactivate accounts after prolonged inactivity or in cases of misuse, with prior notification to the account holder.

11. Reviews

11.1 You will be invited to provide feedback or reviews about your experience after using the Services. All reviews must be factual, respectful, and non-defamatory.

11.2 We reserve the right to moderate, remove, or edit your reviews that violate these Terms or

are deemed inappropriate.

11.3 Reviews submitted by you will be retained indefinitely. You may request the removal of their reviews after submission by contacting us directly.

12. Content:

We are permitted to access and use the content made available by you during your use of the Services. Any content created by you, such as photos or reviews, remains your property. However, by submitting or making such content available to us in any manner, including but not limited to sharing, tagging, or leaving behind physical media (e.g., disposable cameras or printed photos), you grant us a non-exclusive, royalty-free, perpetual license to use, edit, and distribute the content for promotional and marketing purposes. You are responsible for ensuring that any content you create does not infringe upon the rights of others, including privacy and intellectual property rights.

13. Intellectual Property (IP):

All intellectual property rights related to our Services, content, branding, website, and any materials provided to you are the exclusive property of Downtime Limited. You agrees not to copy, distribute, modify, or use any of our intellectual property without prior written permission

14. Additional Provisions

14.1 **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

14.2 **Entire Agreement:** These Terms, together with our Terms of Use, Privacy Policy, Terms of Service for Experience Partners (if applicable), and Cookie Policy, constitute the entire agreement between you and Downtime Limited regarding your use of our Services.

14.3 **No Waiver:** Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

15. Governing Law

15. 1 These Terms are governed by and construed in accordance with the laws of the United Kingdom.

15.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of London, United Kingdom.

Contact Us

For questions, concerns, or assistance, please contact us:

- **Full name of legal entity:** Downtime Limited
- **Email address:** george@boon.club
- **Postal address:** 128 City Road, London, United Kingdom, EC1V 2NX
- **Telephone number:** 07516 68441