

## TERMS AND CONDITIONS FOR EXPERIENCES

### 1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply experience services or activities (which may include the supply of products and/or digital content) ("**Experiences**") to you, a registered user of the Yuup website at [yuup.co](http://yuup.co) or the Yuup mobile device apps, (collectively, the "**Yuup Platform**"). Information about the Experiences we offer which are published on the Yuup Platform are called "**Experience Listings**".

References to "**Yuup**" mean Project 3 Ventures Limited (company number 12394684 registered in England and Wales), registered address 64 New Cavendish Street, London W1G 8TB, United Kingdom.

- 1.2 **Why you should read these terms.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Experiences to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** You can find our full name, registered or trading address and VAT registration number (if any) in the Experience Listing.
- 2.2 **How to contact us.** You can contact us via the Yuup Platform as indicated in the Experience Listing.
- 2.3 **How we may contact you.** If we have to contact you we will do so via the Yuup Platform or by using the telephone, email address or postal address you inputted into your Yuup Account.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 OUR CONTRACT WITH YOU

- 3.1 **You must be able to contract with us.** In order to enter into a contract with us, you must be: (i) an individual of at least 18 years of age; or (ii) a company or other legal entity in good standing under the laws of the country in which you are registered or organised, and in each case be able to enter into legally binding contracts.
- 3.2 **Booking on behalf of other people.** You may place orders with us, using the Yuup Platform, for an Experience to enjoy for yourself (whether accompanied by other attendees or not), or as a gift for someone else. You may also purchase credit in the form of a gift card to be redeemed for Experiences with us through the Yuup Platform, either to enjoy yourself or as a gift for someone else. If you are booking an Experience for someone else (a "**Participant**"), you confirm that: (i) you are legally authorised to act on

behalf of that person, in particular if they are a minor; and (ii) each Participant agrees to comply in full with all these terms. Minors may only participate in an Experience if accompanied by an adult who is responsible for them. Before they participate in an Experience, Participants may need to agree in writing to comply with these terms, the Experience Listing will say that if this is the case and you must ensure that the Participants sign any documentation or provide any information that we reasonably request in this respect.

- 3.3 **How we will accept your order.** If we accept your order, we will send you a written booking confirmation ("**Booking Confirmation**") through the Yuup Platform, at which point a contract will come into existence between you and us on these terms.
- 3.4 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing through the Yuup Platform and will not charge you for the Experience. This might be because the product forming part of an Experience is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Experience or because we are unable to meet a delivery deadline you have specified.
- 3.5 **Your order number.** We will assign a booking ID to your order which will appear in your Booking Confirmation. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.6 **We only deliver to the UK.** If there is any aspect of your Experience which requires us to deliver anything to you, currently we are only able to make delivery to an address within the UK.

## 4 ABOUT OUR EXPERIENCES

- 4.1 **Images are only illustrative.** Any images of our Experiences on the Yuup Platform (including any images of any products or packaging) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of any part of the Experience. Your Experience may vary slightly from those images. Although we have made every effort to be as accurate as possible, if products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 10% tolerance.
- 4.2 **Making sure your measurements are accurate.** If we are making a product forming part of an Experience to measurements you have given us, you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

## 5 YOUR RIGHTS TO MAKE CHANGES

- 5.1 If you wish to make a change to a product forming part of an Experience that you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Experience, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make

the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11.1 below).

## 6 OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to Experiences.** We may change an Experience (or any part of it): (i) to reflect changes in relevant laws and regulatory requirements; and (ii) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your enjoyment of the Experience, which will always match the description in the Experience Listing.

6.2 **More significant changes to Experiences and these terms.** In addition, as we informed you in the Experience Listing, we may seek to make more than minor changes to these terms or the Experience, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a full refund.

## 7 RESTRICTIONS AND OBLIGATIONS

7.1 Certain Experiences may be subject to restrictions such as age, health, fitness levels, proficiency or other requirements. Certain laws, like the minimum legal drinking age may also apply (collectively, "**Restrictions**"). Any Restrictions will be clearly set out in the Experience Listing, which you review before you enter into a contract with us.

7.2 If it becomes apparent that, through no fault of our own, it is necessary for us to impose additional Restrictions to your Experience ("**Additional Restrictions**") after you enter into a contract with us, we will notify you of those Additional Restrictions as soon as possible. If you or anyone taking part in an Experience cannot reasonably comply with any Additional Restrictions, you have the right to terminate your contract with us. If you do terminate your contract, it will end immediately and we will ask Yuup to refund you on our behalf in full for the Experience which has not been provided.

7.3 Subject to this clause 7, you must comply (and must procure that Participants comply) with the Restrictions and any Additional Restrictions. If you do not (or Participants do not), we may, at our sole discretion, cancel your contract with us. If that is the case, you will not be entitled to a refund and you may be liable to pay us compensation in accordance with clause 11.5.

7.4 At your sole discretion you may want to inform us of any medical or physical conditions, or other circumstances that may impact your ability (or any Participant's ability) to take part in the Experience.

7.5 Before and during an Experience you must (and must procure that any Participants also comply with this clause 7.5) at all times adhere to our lawful instructions.

7.6 If you have (or any Participants have) any questions about any Restrictions or any Additional Restrictions you can contact us by using the contact details listed in clause 2.2.

## 8 PRODUCTS

- 8.1 **Some Experiences come with products, if so, these terms apply:**
- 8.2 **Delivery costs.** The costs of delivery for any products forming part of an Experience will be set out in the Experience Listing.
- 8.3 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.
- 8.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and any products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 8.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.5 will apply.
- 8.6 **Collection by you.** If you have asked to collect any products from our premises, you can collect them from us at any time during our working hours. You can find out what our working hours are by contacting us using the contact details in clause 2.2.
- 8.7 **When you become responsible for the products.** Any products forming part of the Experience will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 8.8 **When you own products.** You own any products we deliver to you (or you collect) once we dispatch the products, provided payment has been made to Yuup in accordance with clause 13.

## 9 YOUR RESPONSIBILITIES: ACCESS AND INFORMATION

- 9.1 **If you do not allow us access.** Some Experiences may require you to give us access to your property or other premises. If you do not provide us with the access we need as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the premises we may end the contract and clause 11.5 will apply.
- 9.2 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Experience, for example, such as personal details or selected options. If so, this will have been stated in the Experience Listing. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 11.5 will apply). We will not be responsible for supplying the Experience late or not supplying any part of it if this is

caused by you not giving us the information we need within a reasonable time of us asking for it.

## 10 SUSPENSION

- 10.1 **Reasons we may suspend Experiences.** We may have to suspend the delivery of an Experience (or a product forming part of it) to: (i) deal with technical problems or make minor technical changes; (ii) update the Experience to reflect changes in relevant laws and regulatory requirements; or (iii) make changes to the Experience as requested by you or notified by us to you (see clauses 5 and 6 above).
- 10.2 **Your rights if we suspend an Experience.** We will contact you in advance to tell you we will be suspending the delivery of an Experience (or a product forming part of it), unless the problem is urgent or an emergency. If we have to suspend an Experience we will adjust the price so that you do not pay for anything while it is suspended. You may contact us to end the contract for an Experience if we suspend it, or tell you we are going to suspend it, in each case for a period of more than a week and we will refund any sums you have paid in advance in respect of the period after you end the contract.

## 11 CANCELLATIONS AND REFUNDS

- 11.1 **You can change your mind.** You can cancel a confirmed booking at any time within the cancellation period set in our cancellation policy for the relevant Experience Listing by using the form available in your booking record and Yuup will refund the full amount of the Fees (as defined in Clause 13.1 below) to you on our behalf. However, you will not get a refund if you cancel after the relevant cancellation period has expired, unless agreed by Yuup in writing.
- 11.2 If we cancel a confirmed booking (other than in circumstances listed in clause 11.3(iv) below), Yuup will, on our behalf, give you a full refund of the Fees for the booking (unless we allow you to apply the refund against any new booking you wish to make).
- 11.3 We have the right to cancel a confirmed booking in the following circumstances: (i) if Yuup have requested that we cancel the booking in accordance with the [Customer T&Cs](#) or the [Host T&Cs](#); (ii) if there is a safety risk to you or any Participant or any of their property may be damaged; (iii) if any of the events set out in clause 14.6 prevents us from providing the Experience; or (iv) if you have failed to comply with these terms such that we are unable to provide the Experience or it would be unsafe or unlawful to do so (for example, if you have not provided any information or access to any premises or materials that you have requested in accordance with these terms).
- 11.4 If we cancel for the reasons described in clause 11.3(iv) above, Yuup may give you a partial refund of the Fees in accordance with our Cancellation Policy.
- 11.5 **You must compensate us if you breach the contract.** If we end the contract in accordance with any of Clauses 7.3, 8.5, 9.1 or 9.2, we will refund any money you have paid in advance for an Experience we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaching the contract.

- 11.6 **Returning products after ending the contract.** If you end the contract for any reason after products forming part of an Experience have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services using the contact details in clause 2.2 for a return label or to arrange collection.
- 11.7 **When we will pay the costs of return.** We will pay the costs of return: (i) if products forming part of an Experience are faulty or misdescribed; (ii) if you are ending the contract because we have told you of an upcoming change to the Experience or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 11.8 **What we charge for collection.** If you are responsible for the costs of return and we are collecting a product forming part of an Experience from you, we will charge you the direct cost to us of collection.
- 11.9 **How we will refund you.** We will arrange for Yuup to refund you (on our behalf) the price you paid for the products forming part of the Experience including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 11.10 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of any goods delivered as part of an Experience, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - (c) We may deduct from any refund an amount for the supply of the Experience for the period for which any part of it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 11.11 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products forming part of the Experience are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we

receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## 12 IF THERE IS A PROBLEM WITH THE EXPERIENCE

- 12.1 **Summary of your legal rights.** We are under a legal duty to supply Experiences that are in conformity with this contract. See information in the [Schedule](#) for a summary of your key legal rights in relation to the Experiences. Nothing in these terms will affect your legal rights.
- 12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products forming part of an Experience you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please use the contact details in clause 2.2 for a return label or to arrange collection.

## 13 PRICE AND PAYMENT

- 13.1 **Experience prices.** Unless you are redeeming a gift card or any credit or reward, the price of the Experience (which includes VAT and any delivery or additional fees or charges) will be the price set out in the Experience Listing when you placed your order on the Yuup Platform ("**Fees**"). We take all reasonable care to ensure that the price of the Experience advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the Experience you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Experience, we will adjust the rate of VAT that you pay, unless you have already paid for the Experience in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Experiences we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Experience's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Experience's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods forming part of an Experience that were provided to you.
- 13.4 **When you must pay and how you must pay.** Payment will be as follows:
  - (a) Yuup will, on our behalf, collect any Fees (or redeem any gift cards, credit or rewards) at the time of your booking request or upon your receipt of our Booking Confirmation (see clause 3.3). Although Yuup is not a party these terms, we have appointed Yuup as our payment collection agent for the limited purpose of

accepting payments from you on our behalf. When you pay the Fees to Yuup, that satisfies your obligation to pay us the Fees for the Experience you have booked.

- (b) The Yuup Platform uses Stripe Payments Europe Limited (“**Stripe**”) to process your credit/debit card to pay the Fees. As a third-party payment service provider, Stripe may charge you additional fees when processing the payment of the Fees. We are not responsible for any of Stripe’s fees. When using Stripe to make payment Stripe may also impose additional terms and conditions, please review Stripe’s terms and conditions before using their platform to pay the Fees.
- (c) You agree to pay all amounts agreed (or determined) through the complaints resolution process set out in clause 16 in connection with your Experience, and you agree that Yuup may use Stripe to collect any payments due from you to us.

## **14 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) for fraud or fraudulent misrepresentation; (iii) for breach of your legal rights in relation to the Experience as summarised at clause 12.1 and in the [Schedule](#); and (iv) for defective products under the Consumer Protection Act 1987.
- 14.3 **When we are liable for damage to your property.** If we are providing services that form part of the Experience in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 14.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.5 **We are not liable for business losses.** We only supply the Experience for domestic and private use. If you use the products forming part of an Experience for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



- 14.6 **We are not responsible for delays outside our control.** If our supply of the Experience is delayed by an event outside our control (whether caused, for example by inclement weather, fire, flood or other natural disaster, accident, trade dispute, government action, epidemic, pandemic, or any other reason beyond our control) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any aspect of the Experience you have paid for but not received.

## 15 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 We will use your personal information to deal with your request to book an Experience with us and, if applicable, to provide you with the Experience that you have requested and as otherwise set out in any privacy notice we provide to you.

## 16 DISPUTE RESOLUTION

- 16.1 By accepting these terms and in accordance with the contract you have with Yuup ("**Customer T&Cs**") and the contract we are part of with Yuup as a host ("**Host T&Cs**"), you agree that Yuup may act as intermediary between you and us in the event that a dispute between you and us arises.
- 16.2 If for any reason you (or any Participant) are not satisfied with your Experience and you consider that we have breached these terms, please contact Yuup with full details of your complaint ("**Customer Complaint**") so that Yuup can talk to us about it. If we consider that you (or any Participant) have breached these terms and caused us any loss or damage, we will contact you directly.
- 16.3 If you have a Customer Complaint, Yuup will give us the opportunity to respond. If we agree to compensate you or if Yuup reasonably determines that we have breached these terms, Yuup will work to compensate you for any loss or damage you have suffered (subject to clause 14 above).
- 16.4 You may appeal a decision taken by Yuup on the basis of this clause 16 by contacting Yuup's [customer services](#).
- 16.5 You do not have to accept any decision Yuup makes about a Customer Complaint. You have the right to take legal action at court against us or Yuup or us.
- 16.6 You agree to cooperate reasonably with and assist us in good faith in resolving any Customer Complaints (or other disputes we have with you), and to provide us with such information and take such actions as may be reasonably requested by us in connection with any such complaints or other claims made by anyone else.
- 16.7 Customer Complaints must be made to Yuup in writing as set out above within three (3) days after the relevant Experience. Yuup will not help to resolve any disputes with us after that period - Yuup will provide you with our contact details for you to resolve the dispute directly with us.

## 17 OTHER IMPORTANT TERMS

- 17.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire agreement between you and us pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between you and us in relation to our delivery of the Experiences.
- 17.2 No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or your use of any of the Experiences.
- 17.3 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.4 **You need our consent to transfer your rights to someone.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.5 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.6 **If a court finds part of this contract illegal, the rest will continue in full force and effect.** Each of the paragraphs of these terms operates separately.
- 17.7 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Experience in the English courts (save that, if you are resident in Scotland or Northern Ireland you also have the option of bringing legal proceedings in Scottish or Northern Irish courts, respectively).

## Schedule – Summary of key legal rights

This is a summary of your key legal rights under the Consumer Rights Act 2015 (the “**Act**”). These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

### 1) Experiences: goods

If the Experience involves us supplying any **goods**, for example a handmade plant pot, the Act says the goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following: (i) up to 30 days: if your goods are faulty, then you can get an immediate refund; (ii) up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases; and (iii) up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

### 2) Experiences: digital content

If the Experience involves us supplying any **digital content**, for example a mobile phone app or a subscription to a music streaming service, the Act says digital content must be as described, fit for purpose and of satisfactory quality: (i) if your digital content is faulty, you're entitled to a repair or a replacement; (ii) if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and (iii) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

### 3) Experiences: services

If the Experience involves us supply any **services**, for example a boat ride, the Act says: (i) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it; (ii) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and (iii) if you haven't agreed a time beforehand, it must be carried out within a reasonable time.