

WorkFrom Ltd
Terms & Conditions

Date: 10 July 2022

Introduction

These Terms and Conditions contain important information about participating in a WorkFrom Ltd (“us, “we”, our”, “WorkFrom”) Travel Programme (as defined below), and/or using our website, application, or any other services, including Events (collectively the “**Services**”), offered by us, including any future changes to these terms and conditions (“**T&Cs**”), limitation of liability, and our proposed method of dispute resolution.

Please carefully read these T&Cs. If you have any specific questions, please contact us at info@workfromholidays.co.uk. By participating in a Travel Programme and/or by using our Services, you hereby agree to these T&Cs and to be bound to the terms herein.

Section 1: Important Notice

1. Acceptance

By participating in a Travel Programme and/or by using our Services, you hereby (b) agree to be bound to the terms of these T&Cs, (b) confirm that you are an adult with full authority to enter into these T&Cs and any further agreements between you and WorkFrom; (c) confirm and agree that you have read and understand these T&Cs; and, (d) agree that these T&Cs constitute a legally binding contract governing your rights and obligations as a participant and the relationship between you and WorkFrom.

2. Disclaimer and release

2.1. WorkFrom shall not provide any warranties, representations or indemnities hereunder, or in respect of any Travel Programme or participation or the use and enjoyment of our Services, and WorkFrom's responsibilities and liabilities are expressly limited as provided in these Terms and Conditions.

2.2. WorkFrom and any of its respective employees, directors, officers or advisors shall not be liable for, and you waive any claim for:

2.2.1. any damage to, or loss of, property or injury to, or death of, persons suffered during a Travel Programme, whether or not occasioned directly or indirectly by an act or omission of WorkFrom or any Third Party Provider, including but not limited to any latent or undisclosed defect in any aircraft, watercraft, vehicle, hotel, apartment, workspace or other service or property operated or provided by WorkFrom or any Third Party Provider; and

- 2.2.2. any loss or damage due to delay, cancellation, or disruption in any manner caused by WorkFrom or the Third Party Providers, or any negligent or willful act or failure to act of WorkFrom or any Third Party Provider or of any other third party, or any laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by an event constituting force majeure, including strikes, fire, flood, war, rebellion, conflict and unrest, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control.
- 2.3. You hereby waive any claim against WorkFrom and any of its respective employees, directors officers, and advisors for any such loss, damage, injury, or death and assume the risk of WorkFrom's negligence.
- 2.4. You hereby agree to all releases set out herein in lieu of executing any additional waivers that may be required in connection with such activities, and you further agree that you may be required by WorkFrom or any relevant third party to execute additional written waivers where necessary.
- 2.5. The benefits of the waivers set out in any additional written waivers shall apply equally to WorkFrom and shall not limit the waivers or releases herein.
- 2.6. You hereby release WorkFrom and all entities associated with WorkFrom and agree not to sue or bring any proceeding against any of the same for any actions, claims or demands that you, your assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damages resulting from your engaging in the Travel Programme, or the use of our Services.

3. Changes

- 3.1. WorkFrom reserves the right to vary these T&Cs at any time and without any prior notice. However, on making any changes to these T&Cs, we will notify you by displaying a notice on our website at workfromholidays.co.uk and by sending you an email to your designated email address, and/or by some other means.
- 3.2. Please ensure that you carefully review all changes to these T&Cs, as once these T&Cs have been updated, your continued participation in a Travel Programme and/or use of the Services will constitute acceptance of the updated terms.
- 3.3. If you don't agree with the new T&Cs, you are free to reject them; however, this shall result in you being unable to use some or all of our Services, and you shall no longer be able to participate in a Travel Programme.

4. Privacy Policy

By joining a Travel Programme or using the Services in any manner you are agreeing to our Privacy Policy. The protection of your data is important to us. Please review our Privacy Policy for more information about how we collect, use, and store data.

Section 2: The Services

5. General

- 5.1. WorkFrom provides travel programme of varying lengths for remote workers, ("**Travel Programme**").
- 5.2. WorkFrom also provides local experiences, side trips, community events, meetups and other services for WorkFrom participants as outlined on its website ("**Events**").
- 5.3. WorkFrom may organise and negotiate such Events as shall be provided by independent third party providers ("**Third Party Providers**"). When provided by Third Party Providers, WorkFrom shall only act as an arranger, and all services provided therefrom (either before, during or after such Event, and including but not limited to housing and transportation) are provided, owned and operated by the Third Party Providers, whose employees, facilities, vehicles or vessels, products and services are not subject to our supervision or control.
- 5.4. The Third Party Providers are solely responsible and liable for providing their respective products and services pursuant to the Event(s), unless otherwise specified by us. For the avoidance of doubt, WorkFrom shall not be deemed to be acting as an agent of the Third Party Providers and shall not be responsible for their actions or omission.
- 5.5. Our responsibility in connection with your Travel Programme is strictly limited to the provisions set out herein, and WorkFrom shall not provide any warranties, either express or implied, regarding the suitability, safety, insurance or other aspects of the products and services provided by us or any Third Party Provider and any transportation, tours, services, products or facilities provided by Third Party Providers.

6. Your Account

- 6.1. You may be required to sign up for an account, and select a password and username ("**User ID**").
- 6.2. You hereby warrant and represent that by creating a User ID, you shall have provided us with accurate, complete, and updated registration information about yourself.
- 6.3. You are prohibited from (a) creating a User ID that contains name(s) that you do not have the right to use, or (b) using another person's name with the intention of impersonating that person, or (c) transferring your account to anyone else without our prior written consent, or (d) sharing your account or password with anyone.
- 6.4. You are required to protect the security of your account and your password, and you shall remain responsible for any activity associated with your account.

7. Communications

- 7.1. By creating a User ID, you hereby agree to receive communications from us, including messages that we may send you from time to time (e.g., via email, phone call, SMS, and/or text message). You hereby warrant and represent that by providing a wireless phone number and/or email address, the person to whom that phone number and/or email address belongs agrees to receive communications from us.
- 7.2. You hereby agree to indemnify us from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including any legal fees incurred therefrom) arising from or in any way related to your breach of this clause 7.

8. Activity Release

- 8.1. To the extent you engage in any activities in connection with the Travel Programme or any of our Services, you acknowledge that you have voluntarily elected to participate in such activities.
- 8.2. You further acknowledge and agree that the activities are voluntary recreational activities and that no officer, supervisor or other employee of WorkFrom has required you to engage in such activity.
- 8.3. You hereby confirm that you are aware of all risks and hazards associated with the activities and voluntarily assume all risk of loss, damage or injury to person or property which may arise from or is related to your engaging in the activities, whether such risk is known or unknown to you.

9. Limitation of Liability

- 9.1. To the fullest extent allowed by applicable law, under no circumstances and shall we be liable to you, your employer, your client(s) or potential client(s), your guests/visitors, or to any other person for:
 - 9.1.1. any indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage or delays, regardless of whether we have been advised of the possibility of such damages, or
 - 9.1.2. any damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, or
 - 9.1.3. any change in your employment status as a result of participating, or
 - 9.1.4. any amount, in the aggregate, in excess of the amounts paid by you to us in connection with the Travel Programme or the Services in the twelve (12) month period preceding the applicable claim, or
 - 9.1.5. any matter beyond our reasonable control.

- 9.2. WorkFrom shall not be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

10. Risk

- 10.1. Travel Programmes travel to a large number of countries around the world; in joining WorkFrom, you agree to assume responsibility for your own safety, and you acknowledge that we cannot guarantee your safety at any time.
- 10.2. Local conditions, including but not limited to infrastructure, road conditions, medical care, plumbing, agriculture, sanitation, building codes, safety, and security, may differ significantly from those found in the United Kingdom or your home country (as applicable).
- 10.3. You acknowledge that there may be "trouble spots" in the world in terms of war, terrorism, conflict, unrest, crime, Acts of God, civil commotions, labour disputes, pandemics, and/or other potential sources of harm at any given moment. The UK government provides advice on foreign travel (which may vary from time to time). Please use the following link before deciding whether you would like to participate in a Travel Programme or to participate in any Events: <https://www.gov.uk/foreign-travel-advice>. WorkFrom shall not assume any responsibility for gathering such information or providing it to you. In addition, by participating in a Travel Programme, you acknowledge and agree that an inherent risk of exposure to COVID-19 exists in any public place where people are present and you and any guests shall voluntarily assume all risks related to exposure to COVID-19 and agree not to hold WorkFrom liable for any illness, injury, death, and/or medical expenses.
- 10.4. WorkFrom and any of its employees, officers, directors and advisors shall not be responsible and shall assume no liability for any changes to the UK government's advice on foreign travel to a location wherein you are participating in a Travel Programme and/or Events.

11. Changes to itineraries, Travel Programmes, and Events

We reserve the right, without penalty, to make changes in the published itinerary whenever, at our sole discretion, we determine that conditions warrant such change or we deem it necessary for the comfort, convenience, or safety of participants. Every reasonable effort will be made to operate Travel Programmes as planned, but alterations may still occur after final itineraries are sent.

Section 3: Eligibility

12. Right to remove participants

- 12.1. WorkFrom reserves the right in its sole discretion to accept, decline to accept, or remove any participant or guest on a Travel Programme or any part thereof at any time.

12.2. WorkFrom reserves the right to expel any participant from a trip or remove a participant from a vessel, vehicle, event, activity, workspace, or accommodations for any reason, including, but not limited to:

12.2.1. lack of payment, or

12.2.2. if we deem it necessary for the comfort, convenience or safety of the other participants, including if their behaviour is deemed to cause or be likely to cause danger to themselves or danger, distress or annoyance to other participants, or

12.2.3. if we reasonably determine their condition would adversely affect their health, safety or enjoyment, or that of other participants, or

12.2.4. if we determine they have engaged in illegal actions.

12.3. WorkFrom reserves the right to alert the police and/or local authorities if:

12.3.1. a participant's behaviour is deemed to cause or be likely to cause danger to themselves or other participants,

12.3.2. if we reasonably determine the participant's condition would adversely affect their health or safety or that of other participants.

12.4. If we remove a participant or a participant's guest from a trip in progress or remove someone from a vessel, vehicle, event, activity, workspace, or accommodations, they will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of their participation and they will be responsible for that month's fee in its entirety and their travel costs as they leave the Travel Programme.

13. Employment

13.1. Travel Programmes are designed to accommodate remote workers, and as such they have requirements related to your work situation. Each participant shall be required to have work throughout the entirety of the Travel Programme and is solely and individually responsible for securing and maintaining a job that can be performed remotely throughout the duration of the Travel Programme.

13.2. Freelancers, contractors, entrepreneurs, and people engaged in ongoing education are eligible to join Travel Programmes. The determination of whether your work fulfils the requirements of this section is within WorkFrom's discretion.

14. Background Check

WorkFrom reserves the right to do background checks and to consider the results of said background checks in determining the eligibility of an applicant/participant.

15. Documentation / Visas

- 15.1. Participants are responsible for obtaining any documents required for their participation in a Travel Programme, such as a valid passport, all visas, vaccination certificates, and any other documents.
 - 15.2. Failure to obtain documents does not negate the application of these T&Cs, and any extra costs incurred for rerouting due to travel without the necessary documents will be the participant's responsibility.
 - 15.3. WorkFrom is not a legal advisor or a professional advisor and it does not provide guidance on visa processes.
16. Taxes and Other Charges
- 16.1. Participants are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments, in their home country and associated with their participation in the Travel Programme or the use of our Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.
 - 16.2. For the avoidance of doubt, we are not a tax advisor or a professional advisor and it does not provide tax guidance.
17. Illegal Activity
- 17.1. All participants are expected to abide by the laws in each country that they visit.
 - 17.2. If at any point during the Travel Programme you perform or engage in any illegal activity, we shall not be responsible for legal ramifications of that action, and you may be removed from the Travel Programme at your own cost, and without refund to you.
 - 17.3. We have no responsibility or obligation to notify participants of all applicable local laws.

Section 4: Payments, Cancellations, and Refunds

18. General payment terms
- 18.1. WorkFrom takes full payment from its participants in advance of a Travel Programme by means of electronic transfer (and for the avoidance of doubt, we do not accept cash or cheques).
 - 18.2. Should participants wish to cancel their participation in a Travel Programme, they shall be entitled to a full refund of their payment if they notify us not less than 24 hours after payment of the Travel Programme. For the avoidance of doubt, you shall not be entitled to any refund if you cancel your participation:
 - 18.2.1. after 24 hours of payment of the Travel Programme, or
 - 18.2.2. during the Travel Programme, or
 - 18.2.3. after the Travel Programme has ended.

19. Billing

- 19.1. We use various third-parties for billing, payment processing, and financing options ("**Third Party Processors**"). The Third Party Processors use and store the financial information you provide, and the processing of payments and billing will be subject to the terms, conditions and privacy policies of the Third Party Processors in addition to these T&Cs.
- 19.2. For the avoidance of doubt, we shall not be responsible for errors by the Third Party Processors.
- 19.3. By choosing to participate in a Travel Programme, you agree to pay us, through Third Party Processors, all charges at the prices then in effect for the Travel Programme in accordance with the applicable payment terms and you authorise us, through the Third Party Processors, to charge your chosen payment provider ("**Payment Method**").
- 19.4. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Third Party Processors make even if it has already requested or received payment.

20. Payment Method

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, lender, credit card issuer or other provider of your chosen Payment Method. If we, through the Third Party Processors, do not receive payment from you, you agree to pay all amounts due upon demand.

21. Recurring Billing

- 21.1. You hereby acknowledge and agree that Travel Programmes may have an initial and recurring payment feature and you accept responsibility for all recurring charges when prompted or requested.

Section 5: Health & Medical

22. Health Requirements.

- 22.1. By registering for a Travel Programme and/or using the Services, you certify that you do not have any mental, physical, or other condition or disability that would create a hazard for yourself or other participants.
- 22.2. Participants must be in good physical and mental health.
- 22.3. Any condition (physical or mental), diet, or treatment requiring special attention must be reported to us in writing prior to the Travel Programme.
- 22.4. We encourage participants to consult a doctor for specific medical advice related to any activities or destinations.

- 22.5. We reserve the right to request that a participant obtain medical consent prior to departure as a condition of participation, and/or after a trip has begun as a condition of continued participation, should WorkFrom deem it necessary to do so.

23. Medical Authorisation and Coverage

- 23.1. During a Travel Programme, the availability of medical care may be limited or delayed.
- 23.2. You therefore acknowledge and agree that all or part of your participation in a Travel Programme may be in areas where medical care and evacuation may not be available.
- 23.3. In the event a participant becomes sufficiently incapacitated as to be unable to direct their own care, there is no one on the trip who can direct the participant's care, and we are unable or do not have time to contact a participant's emergency contact, the participant, by agreeing to these T&Cs, authorises any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, calling an ambulance, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of a licensed physician deemed competent to render the necessary care.
- 23.4. In addition, by agreeing to these T&Cs, you certify that you have medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the participant, or that in the absence of this medical insurance coverage, you agree to pay all costs of rescue and/or medical services as may be incurred on your behalf.

24. Emergency Contact

We reserve the right to contact your stated emergency contact for any reason related to your health or safety.

25. COVID-19 Vaccination Policy

- 25.1. By participating in a Travel Programme, you hereby confirm that you have received all necessary COVID-19 vaccinations to permit you to travel, or you are compliant with the travel requirements of the country wherein the relevant Travel Programme is taking place.
- 25.2. We shall not be responsible for any refusal of entry into a country, and you shall be fully responsible for fully complying with all travel requirements.

Section 6: Legal

26. Agreement to Arbitrate

- 26.1. Any dispute arising out of or in connection with these T&Cs, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, privacy laws, or other statutory or legal rights, or any question regarding the existence, validity or termination of these T&Cs, or for any losses, damages or expenses relating to or in any way arising out of or connected with your participation in a Travel Programme, or the use and participation our Services, or against WorkFrom, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 26.2. The number of arbitrators shall be three.
- 26.3. The seat, or legal place, of arbitration shall be London, United Kingdom.
- 26.4. The language to be used in the arbitral proceedings shall be English.
- 26.5. The governing law of the contract shall be the substantive law of England and Wales.

27. Arbitration Fees

- 27.1. The LCIA Rules shall govern payment of all arbitration fees. WorkFrom will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration.
- 27.2. You shall be responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses.
- 27.3. Fees and costs may be awarded as provided pursuant to applicable law.

28. Indemnity

- 28.1. If requested by us, you will defend and indemnify us from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party arising out of or in any way related to:
 - 28.1.1. your use of accommodations or workspace provided for you, or your actions during a Travel Programme or Event;
 - 28.1.2. your violation or alleged violation of these T&Cs or your violation or alleged violation of any applicable law;
 - 28.1.3. your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or
 - 28.1.4. any dispute between you and a Third Party Provider.
- 28.2. You must not settle any such claim or matter without our prior written consent.
- 28.3. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defence of any such claims.

- 28.4. Both WorkFrom and the participant acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these T&Cs, any of WorkFrom's respective officers, directors, employees and advisors are third party beneficiaries of these T&Cs, and that upon your acceptance of these T&Cs, the employees, officers, directors and advisors will have the right (and will be deemed to have accepted the right) to enforce these T&Cs against you as the third party beneficiary hereof.

29. Severability

If any provisions contained in these T&Cs are deemed invalid, void, or unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary and shall not affect any other terms or negate the validity of the rest of this agreement, which shall remain in full force and effect.

30. Entire Agreement

- 30.1. These T&Cs, any specific agreements made pursuant to a Travel Programme or Event, and any official WorkFrom policies and waivers constitute the entire and exclusive agreement between you and WorkFrom relating to the subject matter of these T&Cs.

- 30.2. These T&Cs supersede all prior or contemporaneous communications or proposals relating to the subject matter of these T&Cs.

31. Assignment

- 31.1. You shall not have the right to assign, transfer or sublicense these T&Cs, any specific agreement made pursuant to these T&Cs, or your acceptance into a Travel Programme, or any accommodations, workspace seats, or services provided as part of a Travel Programme, without first obtaining our consent.

- 31.2. We may assign, transfer, or delegate any of our rights and obligations without consent.

- 31.3. You hereby acknowledge and agree that these T&Cs do not create any agency, partnership, joint venture, or employment relationship between you and WorkFrom, and neither party has any authority to bind the other in any respect.

32. Confidential Information

- 32.1. Throughout the course of your participation in a Travel Programme or while using the Services, you may be exposed to information, WorkFrom vendors, Third Party Providers, documents, trade secrets, processes, and procedures that are confidential, proprietary to, and/or the intellectual property of WorkFrom (collectively "**Confidential Information**").

- 32.2. You hereby agree that you will not: (i) collect and/or copy Confidential Information for any use outside of the enjoyment of your participation in a Travel Programme; (ii) disseminate or publish Confidential Information; or, (iii) use Confidential Information to harm or compete with WorkFrom.

33. Force Majeure

- 33.1. Neither you nor WorkFrom shall be considered to be in default or breach of these T&Cs, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of these T&Cs, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond either of our reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of either you or us or property or equipment of others which is deemed under our control ("**Force Majeure**").
- 33.2. For the avoidance of doubt, Force Majeure shall not include an act of negligence or intentional wrongdoing by you or WorkFrom.
- 33.3. If either you or WorkFrom are claiming a Force Majeure event, then the claimant shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event.

34. Waiver

- 34.1. If we do not enforce any part of these T&Cs, our decision not to enforce shall not be deemed to be a waiver of any further rights hereunder, and does not mean we give up the right to later enforce that part or any other part.
- 34.2. In order for any waiver of compliance with these T&Cs to be binding, we shall provide you with written notice of such waiver through one of our authorised representatives.

35. Travel Insurance

You must have adequate travel insurance in order to participate in a Travel Programme. We may provide information about insurance options and references to trusted insurance partners during onboarding; however, you alone shall be responsible for securing said insurance and WorkFrom may or may not require you to present proof of said insurance.