



# STANDARD TERMS & CONDITIONS

Last Updated: February, 2025

## 1. General Information

1.1. The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference, constitute a legal agreement (collectively, this "Agreement") and are entered into by and between you ("you," "your," "User") and Bespoke LLC ("Company," "we," "us," "our").

1.2. This Agreement contains important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that apply to your access and use of [www.BespokePrivateTours.com](http://www.BespokePrivateTours.com) (the "Website"). Please read this Agreement carefully. By accessing or using the Website and its content, you hereby accept Bespoke's Terms and Privacy Policy.

1.3. If you do not agree to these Terms, do not use this site.

1.4. All bookings are made with Bespoke LLC (doing business as Bespoke Experiences), a registered company in Louisiana, United States, and Ontario, Canada, with its U.S. office at 936 Conti Street, #13, New Orleans, LA 70112, and its Canadian office at 1041 Pine Street, #7, Dunnville, ON N1A 2N1.

1.5. Bespoke and Bespoke Experiences are registered US trademarks (Reg. Nos. 4,846,050 and 4,850,277) with all rights reserved.

## 2. Modification of Terms

2.1. Bespoke may change these Terms from time to time. When we do, changes will be published on this page, and the "Last Updated" line above will be updated. By continuing to use our Website, you agree to these updated Terms.

## 3. Reservation & Payment Terms

3.1. Upon initial inquiry, Bespoke will confirm feasibility and provide an estimated budget. To secure your reservation, a **non-refundable reservation deposit (RD) of \$250** (or 50% of the

experience total at Bespoke's discretion) is required at the time of booking. This deposit is applied toward your total experience cost.

3.2. **Full payment is required upon itinerary approval** (minus the \$250/50% RD). Until payment is received, vendor rates and availability are subject to change.

3.3. **Projects exceeding \$10,000 must be paid via bank wire transfer.**

3.4. Bookings made **within three (3) days of execution** require full payment upfront before any revisions to the itinerary are made.

3.5. Any incidental expenses incurred on behalf of the client during the experience must be settled within 72 hours of receiving the reconciled invoice.

3.6. If payment remains unpaid **seven (7) days past the due date**, Bespoke reserves the right to cancel the booking and release the reserved date/time to other clients without notice. Late payments may be subject to a **5% weekly late fee**.

## 4. Pricing & Adjustments

4.1. U.S.-based projects are quoted in USD; Canadian projects in CAD.

4.2. Bespoke reserves the right to adjust pricing due to fluctuations in vendor costs, transportation fees, currency exchange rates, or government-imposed charges.

4.3. No refunds will be issued in the event of favorable currency exchange fluctuations.

4.4. Custom Experience Markup & Pricing Transparency

Bespoke curates exclusive experiences with a 20% markup on custom-planned itineraries that involve:

- Private venue buyouts, high-profile reservations, and exclusive access arrangements.
- Commission-based art purchases or private studio visits.
- VIP security, concierge staffing, and white-glove service logistics.

## 5. Intellectual Property & Confidentiality

5.1. All Bespoke-curated itineraries, including routes, logistics, vendor arrangements, and proprietary experiences, are the exclusive intellectual property of Bespoke. Itineraries may not be copied, resold, or used for commercial purposes without prior written consent.

### 5.2. Confidentiality & Exclusive Experience Protection

Bespoke Experiences specializes in crafting exclusive, highly personalized travel experiences. As such, all itineraries, vendor relationships, and service details are strictly confidential.

Clients and third parties may not:

- Share Bespoke-curated experiences with competing travel providers.

- Publicly disclose or replicate any exclusive Bespoke Experience elements without prior written consent.
- Engage Bespoke suppliers directly for future experiences that replicate Bespoke's curated services.

### 5.3. Confidentiality & Guest Data Protection

Bespoke Experiences respects your privacy and the confidentiality of your personal and travel information. We will not disclose, sell, or share your personal data with third parties beyond what is necessary to fulfill your bespoke itinerary.

5.4. Bespoke retains exclusive rights to any proprietary service methodologies, pricing structures, and itinerary development processes. Any unauthorized use, reproduction, or sharing of Bespoke's proprietary travel plans is prohibited.

## 6. Changes & Cancellations

6.1. **Changes by Bespoke:** While Bespoke aims to provide all experiences as planned, itinerary modifications may occur due to vendor availability, weather, or unforeseen circumstances. Any significant changes will be communicated in advance. No refunds will be issued for minor adjustments.

6.2. **Changes by the Client:** Requests for itinerary changes must be made in writing. An administrative fee of \$50 per traveler may apply, plus any additional supplier costs.

### 6.3. Client Cancellations & Refunds:

- **More than 45 days prior** – 90% refund (minus the non-refundable deposit).
- **31–45 days prior** – 50% refund (minus the non-refundable deposit).
- **15–30 days prior** – 25% refund (minus the non-refundable deposit).
- **14 days or less** – No refund.

6.4. If a third-party vendor (e.g., private yachts, exclusive venues, or specialty transportation) enforces a stricter cancellation policy, their terms will supersede Bespoke's refund policy. Clients are responsible for any non-recoverable vendor costs.

## 7. Third-Party Suppliers & Subcontracting

7.1. Bespoke Experiences may engage trusted third-party vendors, including transportation providers, accommodation partners, guides, and experience hosts, to facilitate your itinerary. While Bespoke carefully selects and vets these vendors, we are not responsible for their independent actions, policies, or service quality.

7.2. If a third-party supplier requires separate terms and conditions (such as liability waivers for certain activities), the guest must comply with those terms. Bespoke reserves the right to substitute vendors or modify itinerary elements to ensure seamless execution.

## 8. Exclusive VIP & Celebrity Clientele Policy

8.1. Bespoke provides strict privacy and discretion for VIP and high-profile clients. To maintain security and exclusivity:

- No guest details will be shared publicly or with external vendors without prior approval.
- Bespoke staff and third-party suppliers are bound by strict non-disclosure agreements (NDAs).
- Clients may request additional security measures, personal assistants, or bodyguards at an additional cost.
- Bespoke does not permit social media tagging of clients unless explicitly authorized.

8.2. Clients requiring a full anonymity package (private bookings, alias usage, restricted staff access) may request our **Ultra-Luxury Discreet Service Package**.

## 9. Private Aviation & Yacht Charter Terms

9.1. For private aircraft and yacht charters arranged through Bespoke:

- A **non-refundable deposit of 50%** is required at booking.
- Full payment must be received **30 days prior** to departure.
- Cancellation policies follow the charter operator's terms and may differ from Bespoke's standard refund policies.
- Clients are responsible for compliance with all customs, immigration, and maritime regulations.

9.2. Failure to comply with operator policies may result in denied boarding or additional charges.

## 10. Travel Disruptions & VIP Contingency Planning

10.1. Bespoke provides personalized assistance for unforeseen travel disruptions, including flight delays, last-minute itinerary changes, and vendor-related adjustments. However, clients acknowledge that:

- Airline disruptions, customs delays, or missed connections are outside Bespoke's control.
- Additional costs may apply for expedited rebooking, alternative transport, or extra accommodations.
- Clients are encouraged to purchase **comprehensive travel insurance** to cover unexpected itinerary modifications.

## 11. High-Risk Activities & Custom Liability Waivers

11.1. Certain activities—such as helicopter tours, adventure sports, water excursions, and private charters—carry inherent risks.

- Clients acknowledge and accept all associated risks.
- Additional activity-specific waivers may be required before participation.
- If a client refuses to sign a waiver, they will be excluded from the activity without refund.

11.2. Bespoke reserves the right to deny participation to any guest who does not meet activity safety requirements.

## 12. Medical

12.1. You are responsible for informing Bespoke of any medical condition that could affect your performance during the experience and of any pre-existing medical problems/conditions. If your medical condition changes during the course of the experience, you must keep Bespoke informed.

12.2. Any medical information you submit to Bespoke will be held in the strictest confidence, and Bespoke will abide by all obligations under the Data Protection Act and associated legislation.

## 13. Documentation

13.1. You are responsible for obtaining all required travel documentation. You must obtain any required visas and have a passport that is valid for at least six months from the date that you enter all foreign countries. It is also your responsibility to ensure that these documents are in good order and that you have them with you when necessary.

13.2. Bespoke is not responsible for any costs incurred due to your not having the correct documentation when required.

## 14. Force Majeure

14.1. Bespoke is not responsible for cancellations, modifications, or delays due to unforeseen circumstances beyond our control, including but not limited to:

- Natural disasters, extreme weather, pandemics, or government restrictions.
- Transportation strikes, supplier insolvency, or travel warnings issued by the U.S. Department of Homeland Security.
- Acts of war, terrorism, or civil unrest.

14.2. In such cases, Bespoke will:

- Offer alternative arrangements where possible.
- Provide future travel credits at our discretion.
- Refund only amounts recoverable from vendors.

14.3. Guests are strongly encouraged to obtain **comprehensive travel insurance** to cover unforeseen cancellations or delays.

## 15. Consumption of Alcohol & Liability

15.1. Guests are responsible for their own alcohol consumption and behavior during Bespoke Experiences events and excursions. If alcohol is served or consumed, the guest assumes full responsibility for their conduct and any consequences thereof.

15.2. Bespoke does not assume liability for any incidents, damages, or injuries resulting from alcohol consumption. If a third-party venue requires a designated host or chaperone, the guest must comply with those policies.

15.3. Guests who engage in disruptive or unsafe behavior due to intoxication may be removed from the experience without refund.

## **16. Complaints & Dispute Resolution**

16.1. Clients must submit written complaints within **14 days of experience completion**. Bespoke will review and provide a resolution proposal within **30 days**.

16.2. If a dispute remains unresolved, both parties agree to **mediation** before pursuing legal action. Legal jurisdiction is as follows:

- **For experiences in the U.S.:** Louisiana courts.
- **For experiences in Canada:** Ontario courts.

## **17. Responsibilities & Limitations of Liability**

17.1. Bespoke is not responsible for:

- Delays, cancellations, or service failures by third-party vendors.
- Guest loss of property or personal injuries.
- Any losses due to failure to secure proper travel insurance.

17.2. Guests assume all risks associated with adventure-based activities and must sign vendor liability waivers as required.

## **18. Final Provisions**

18.1. Bespoke reserves the right to modify these terms at any time. By submitting payment, the client acknowledges and agrees to these Terms & Conditions in full.

**BY PAYING YOUR DEPOSIT, YOU AGREE TO THESE TERMS AND CONDITIONS.**