WAVERIDERS BOOKING CONDITIONS

Your holiday is operated by Ski Safari Ltd. ("the Company") trading as Waveriders, which is registered in England under company number 3196000. The following conditions, together with the information set out in the relevant brochure and website will form part of your contract with the Company.

Booking your holiday: To secure your booking you should complete the Booking Information Form, which you will be sent when your plans are finalised, and return it to the Company with a deposit of £250.00 per person. The deposit we require may be higher if special terms apply, for example, a special offer flight which requires immediate payment of the full flight cost, or during peak times where we require a higher deposit to secure your accommodation. We refer to this as a "special booking" in these conditions. We will notify you at the time of your initial enquiry if this applies along with the amount of deposit that is required to secure the booking. Please note that if you subsequently cancel, you will incur the cancellation charges set out in the amendments, transfers and cancellation clause. We strongly recommend that you obtain insurance to cover the event of cancellation prior to departure.

If you book within 10 weeks of departure you must forward the full cost of your holiday with the form. Within 14 days we will send you our confirmation invoice which acts as our acceptance of your booking in accordance with the terms and conditions set out below. A binding contract will come into force between us at the time we send out our confirmation invoice, and until then we shall have no liability to you whatsoever. The contract is made in accordance with English Law and is subject to the jurisdiction of the Courts of England and Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland or Northern Ireland can deal with any disputes.

A deposit is accepted in part payment of the agreed cost of the booking. The balance must be received at our offices 10 weeks before the departure date. This payment date will be clearly stated on the confirmation invoice. If payment of the balance is not received in full, the Company reserves the right to cancel the holiday in accordance with the cancellation clause below.

For all payments made by credit card, there is a 2% fee of the total cost of your payment. If you cancel your holiday subsequently, the 2% fee is non-refundable in all circumstances.

Consumer protection: The air holidays and flights in our brochure and on our website are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 4488. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Please note that ATOL protection does not cover the event of airline insolvency. For further information, visit the ATOL website at www.atol.org.uk. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution we pay to the CAA. This charge is included in our advertised prices. For holidays that do not include flights, you are protected by our Total Payment Protection (TOPP) insurance cover. In the unlikely event of our insolvency, you would acquire the benefit of this policy, and it would ensure that payments made by you for your holiday arrangements would be refunded. If you are already away on holiday, arrangements will be made to ensure you can continue with your holiday or you will be refunded for any holiday you have been unable to complete.

Prices and payment: No surcharges will be applied within 30 days of departure. All products in our brochure and on our website are based on exchange rates and known costs as at May 1 2009. The price of your travel arrangements is subject to surcharges for increases in transportation costs such as fuel charges, the cost of dues and taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, government action such as increases in VAT or any other government imposed increases, and currency in relation to adverse exchange rates. Even in this case we will absorb or retain an amount equivalent to 2% of the holiday price excluding amendment charges. Only amounts in excess of 2% will be surcharged or reimbursed and if this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid to the Company except for any amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days of the date of the invoice. Where a surcharge or refund is payable, there will be an administration fee of £1 per person. Please note that travel arrangements for your holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel. Some airlines may apply a surcharge after a booking has been confirmed. This surcharge can be avoided by paying the full cost of the flight as soon as the airline or their agent notifies the Company of the

surcharge. In this event, the Company will give you the option to increase your non-refundable deposit to avoid the surcharge or to apply the surcharge in accordance with this clause.

Flight information: At the time of publication of our brochure and website we do not have the exact details of the airline operator, aircraft type and destination airports applicable to your particular holiday, although this information will be available prior to you making your booking and will be discussed as part of your itinerary planning. The Company reserves the right to change any of the prices, services or other particulars contained in our brochure and on our website at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into a contract with you. Should any of these details change after making your booking you will be advised of the changes. Should you decide to subsequently cancel the booking, you may do so in accordance with the amendments or cancellation clause below.

Transport delays: The Company has no control over the time flights and other transport departs and therefore cannot guarantee that flights or any other transport will depart at the time specified. In the event of any delay, we are under no liability to you whatsoever to provide appropriate meals etc. Although we will use our best endeavours to arrange for the air carrier or other transport provider to do so, we will not make any such provision.

Brochure information/weather: The Company makes every effort to ensure that the information contained in our brochure and on our website is as accurate as possible, and whilst correct at the time of publication, it may be subject to alteration. Please note that there is not a common classification system in North America to grade hotels and resorts. We have graded hotels and resorts on our website and in our brochure on the basis of our knowledge and experience. If the Company receives prior notification of alterations to any accommodation, services or facilities we will inform you as soon as reasonably possible. It should be noted that destination information is for guidance purposes only and that the photographs printed in the brochure and on the website are used to give an impression of the accommodation and services offered. The Company cannot guarantee that the weather conditions will be suitable for sporting or other outdoor activities including wind conditions. The Company shall not be held responsible for any loss, delay or costs whatsoever connected with adverse weather conditions.

Amendments, transfers or cancellation:

(A)**By you**. If you wish to change details of your booking, let us know in writing as soon as possible and we will do our best to accommodate you. Any change is subject to availability and any airline minimum night stay requirements. If we can accept the change there will be an amendment fee of £25.00 per person plus any supplier fees, such as airline costs, that may be applicable .

You should note in particular that airlines in particular may treat a change to a booking as a cancellation and new booking and therefore charge a 100% cancellation fee. This, for example, may apply to a flight booked with an incorrect passport name. Airlines are very strict in this instance and do not allow name changes to be made. If an incorrect name is given at the time of booking by you, 100% cancellation charges apply in respect of your flight cost, plus £25.00 amendment fee and a new flight will need to be purchased by you (which may be at an increased rate) to permit travel.

In a group booking where preferential group rates are obtained with certain airline carriers, if members of the group cancel and reduce numbers to below the requisite number for a group after the deposit is paid, the balance due for the cancelled seats will be payable. There may also be additional charges for other components of your holiday. You will incur the cancellation charges as set out in this clause for general bookings and we reserve the right to recalculate the balance of the holiday accordingly.

You may change your booking up to 30 days prior to departure by transferring it to another person if you are unavoidably prevented from travelling, and the transferee meets any conditions which may apply to the holiday and agrees to the terms of the booking agreement. The transferor and the transferee will be jointly and severally liable for the terms of this contract. This right of transfer is subject to the payment of an administration fee of £25.00 per person together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the holiday. Please note that flight bookings are not transferable. A flight booked in the name of the transferor would have to be cancelled and a new seat booked in the name of the transferee. This is subject to availability at the time of the transfer and, given that flight costs may have increased since the original booking, additional charges may apply.

If you or a member of your party are forced to cancel arrangements which have been confirmed, we require notification in writing from the person who completed the Booking Information Form. Cancellation charges will be calculated as set out below.

For all bookings, except those departing 18 December – 4 January (see below)

Days prior to departure date when notification letter is received	*Cancellation charge*
From booking to 70 days prior to departure	Deposit forfeit (£250.00 per person or increased deposit for special bookings)
69-45 days prior to departure	50% of total holiday cost (or deposit plus 50% of remaining holiday cost for special bookings)
44-35 days prior to departure	75% of total holiday cost (or deposit plus 75% of remaining holiday cost for special bookings)
34-0 days prior to departure	100% of total holiday cost (or deposit plus 90% of remaining holiday cost for special bookings)

For bookings departing 18 December – 4 January

Days prior to departure date when notification letter is received	*Cancellation charge*
From booking to 70 days prior to departure	Deposit forfeit (£250.00 per person or increased deposit for special bookings)
69-45 days prior to departure	75% of holiday cost (or deposit plus 75% of remaining holiday cost for special bookings)
44-35 days prior to departure	90% of holiday cost (or deposit plus 90% of remaining holiday cost for special bookings)
35 days to departure or after	100% of total holiday cost

(B) By the Company.

(i) The Company reserves the right to make changes to your holiday arrangements after we have confirmed your booking, and if we do so, we will use our best endeavours to inform you before departure and make suitable alternative arrangements.

(ii) Any change we make to your holiday will be either major or minor. A major change includes a change of UK departure airport (not including between airports in London), a change of flight time by more than 16 hours, or a change to a lower category of accommodation. Any other change, for example a change in airline or car rental company, will be classed as a minor change. If there is a minor change, we will do our best to notify you of this, but we are not under any obligation to do so or to pay you compensation. If there is a major change, we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change, taking an alternative holiday (and where this is of a lower price, we will refund the difference, but where it is of a higher price, you must pay the difference), or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges. In addition, in appropriate cases (on the assumption that the full balance has been paid) we will pay you compensation which is reasonable given the circumstances in question. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure or underbooking (as defined below).

(iii) If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference, but where this is of a higher price, you must pay the difference) or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges. In addition, (on the assumption that the full balance has been paid) and where such cancellation is not due to underbooking or force majeure (as defined below), we will pay you compensation which is reasonable given the circumstances in question. Where such cancellation is due to underbooking, we will inform you within 7 days of the departure date.

(iv) Underbooking is the situation in which the minimum number of bookings required to run a holiday or part of a holiday is not met. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could foresee or avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions,

level of water in rivers or other similar events beyond our control.

(v) In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you to continue your holiday at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure or underbooking (as defined above).

Your responsibilities: It is your responsibility to obtain all documents (e.g. passport, visa, driving licence) required for your holiday, to ensure that these are in proper order and to take them with you. The Company will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred as a result of such failure. You are responsible for checking in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility if you miss flights as a result of late check-ins and no credit or refund will be given if you fail to take up any component of your holiday. No credit or refund will be given for lost, mislaid or destroyed travel documents.

Passports, Visa and Health requirements: Passport and visa requirements and health requirements and formalities for the destinations featured, and which are current at the time of going to press, are set out in information that we will provide to you at the time of booking but it is your responsibility to make the necessary applications and to comply with any regulations governing entry to your chosen country. If you do not obtain a visa, where this is required, or your passport or any other travel documentation is not in order and you are unable to travel as a result, you will be liable to pay the cancellation charges set out above. Furthermore, we will not accept any responsibility or refund any money in cases where you are unable to travel because of an invalid or mislaid visa or passport. Non British citizens should check with their embassy or consulate to obtain details of the relevant requirements.

The Foreign and Commonwealth Travel Advice Office issues travel advice, which is regularly updated, and which relates to political, economic and other circumstances prevailing in countries throughout the world. If you want any such advice, you should contact them. Their telephone number is 020 7008 1500, and details are also available and at www.fco.gov.uk.

Sources of information about health requirements include the Department of Health's free leaflet Health Advice for Travellers, which is available at www.dh.gov.uk

Client Behaviour: The Company reserves the right in our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our employees or suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport,, you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements.

Insurance: As a condition of booking your travel arrangements with us, you will need to have suitable travel insurance at the time of booking to cover pre-departure cancellation and the entire duration of your trip. If you do not already have travel insurance you may wish to consider Columbus Direct (www.columbsudirect.com), one of the UKs leading travel insurance specialists offering comprehensive cover which is competitively priced. If your insurance policy does not as standard provide cover for all forms of kitesurfing in particular sea kitesurfing, windsurfing, surfing or the activity that you wish to partake in, please ensure that you obtain additional cover for these. If you are suffering from an existing medical condition that may affect your ability to participate in your activity, you are required to disclose this to your insurers and to the Kite Centres in resort. Please also ensure that baggage and kit loss is included in your policy. The Company cannot be held responsible for any such loss or expense. Please note that insurance provided by credit card companies and banks often has limited cover. Please check at the time of booking that the cover provided by such a policy complies with this condition. The Company cannot be held responsible or liable in any way for customers who fail to take out adequate travel insurance.

Our responsibilities:

(i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(ii) For claims which do not involve death or personal injury, we accept, and will only have, liability, subject to paragraphs (iv) and (v) below, should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 2004 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation.

(iv) We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. If your baggage is lost, damaged or destroyed in any circumstance not subject to an international convention the maximum amount of compensation we will pay you will be £500. This sum will be assessed with reference particularly to your loss and the extent to which this has required you to purchase replacements.

(vi) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, we will not consider your claim until such time as you have made a complete assignment to us of any rights you have against the carrier.

(vii) If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.

(viii) You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

Airlines and other suppliers: As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to International Conventions which limit and/or restrict the supplier's liability. Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed. The Company is not liable for any delay and cannot itself make any special arrangements in the event of a delay.

Excursions: Our local representatives may, at your request, make arrangements for excursions locally on your behalf. However, please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. Therefore, when you purchase an excursion locally, whether or not through our representative, your contract is with the local company and we have no liability whatsoever for anything which may go wrong on the excursion.

Injury : There is a risk of injury attached to water sports, including kitesurfing. The risk can be minimised by making sure that you are fit before you travel and ensuring that you conduct the sport in a controlled fashion. Always check that wind and tidal conditions are suitable for watersports and make sure you comply with any restrictions imposed by the lifeguards or any other authority. If you suffer from any pre-existing injuries that may affect your ability to perform the watersport, please consult your doctor before you travel. If you are taking tuition whilst in resort, please inform the watersport's school of any pre-existing injuries that may affect your ability to do the sport. We shall not be liable for any injury or loss of any kind attributable to your failure to comply with the above.

Special requests: If you have any special requests, you should inform us of such requests in writing at the time of booking. We will advise the relevant supplier of any such requests but we cannot guarantee that they will be met. Furthermore, we have no liability to you if such requests are not met. Examples of such special requests include, but are not limited to, airline meals, room-types with benefits that are not paid for, honeymoon benefits, late check-out, baggage storage, special transportation arrangements.

Data Protection: We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

If you have a complaint: If you have a complaint whilst on holiday you must tell the hotelier or other supplier who will try and resolve the matter on the spot. If they are unable to sort out the problem, contact the Company who will endeavour to do so on your behalf. Unless they or the Company have been given the opportunity to rectify the problem at the time it is not reasonable to expect the Company to accept liability for any problem after you return home. If the complaint cannot be resolved there and then you should inform the Company in writing within 90 days of the completion of your holiday. Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against either us or the relevant supplier. If you have a dispute with the Company which you are unable to resolve, you may call upon the low-cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person or £10,000 per

booking form or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.