

## **THE PERFECT WAVE UK TRAVEL COMPANY LTD TERMS AND CONDITIONS.**

**Prices and deposits:** All prices are subject to availability and can be withdrawn or varied without notice. Prices are quoted in both Euro and British Pounds so please be aware of which currency you are quoted in.

All deposits are required to be paid before bookings will be processed. Full payment required minimum 90 days before departure – this may be earlier subject to individual operators' policies. Some air tickets & specials may be instant purchase. If bookings are made inside of 90 days; then full payment required immediately.

**Balance payments and Foreign Exchange rate fluctuations:** All balance payments for holidays are subject to foreign exchange rate fluctuations until paid in full. These are calculated based on the difference in currency you were quoted in at the time of your booking and what currency the resort, camp or boat you will be paid in. Ask your surf travel specialist if you have any questions. You can avoid this risk by paying for your full holiday up front.

**Cancellations:** All deposits are non-refundable. Cancellations within 90 days may be fully non-refundable and subject to the terms of the supplier which your holiday is booked with. Please ensure you have the relevant travel insurance that may cover you in the case of unforeseen circumstances such as illness or accidents. Some cancellations may be partly refundable, but cancellation charges will apply. The Perfect Wave is unable to provide any refund to you until we receive the funds from the relevant supplier. In the case of airline refunds, this may take up to twelve weeks. Fees will also apply where a booking is changed or tickets/documents are reissued.

**Changes to Travel Documents Travel documents include:** (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date changeable and subject to cancellation and/or amendment fees. All travel documents are non-transferable. All airline tickets must be issued in the name of the passport/photo identity holder, some carriers will deny carriage if the name varies and the booking may be cancelled. It is your responsibility to collect, or ensure you have received, all travel documents from us prior to travel. Please contact your consultant minimum 2 weeks prior to departure if you have not received your documents.

**Travel Insurance:** Travel Insurance is strongly recommended by The Perfect Wave. Travel Insurance is deemed compulsory by many of our operators. To travel on any of our surf charter boats you MUST have adequate travel insurance. These details should then be provided to your next of kin and your surf travel specialist.

**Taxes:** Certain taxes are mandatory in various countries. There may also be an additional local tax charged at some airports. All taxes are subject to change without notice. Additional surcharges are applicable to some bookings particularly those that stop in the USA. The cost of taxes cannot be confirmed until the date of final payment / ticket issue, as they fluctuate daily and are subject to conversion by the rate of exchange on the day the ticket is issued.

**Health:** It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. You should consult your doctor regarding health requirements for your destination.

**Passports & Visas:** It is your responsibility to ensure that you have valid passports (including min 6 month validity for most country entry, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of entry. If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it. We can obtain visas for you if you wish; fees will apply for this service.

**Agency:** The Perfect Wave acts as an agent only. We sell various travel related products on behalf of numerous transport, accommodation and other service providers, such as airlines, and boat charter operators. The Perfect Waves' obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. The Perfect Wave has no responsibility for these services nor do we make or give any warranty of representation regarding their standards. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not The Perfect Wave. If for any reason, any travel service provider is unable to provide the services for which you have contracted your remedy lies against the provider and not with The Perfect Wave.

### **Duty of Care - 20 point checklist**

The Perfect Wave team has a lot of experience in operations and hospitality, we audit to the best of our ability, the operations that we represent. Although we are unable to inspect all the 300 experiences that we represent, we have been able to visit the majority of operations between all team members in our network. Now we understand that there is no way to guarantee that something won't go wrong on your surf holiday, but we are confident that we only represent the best operators that can and will deal with any issues that occur and do the right thing by their guests. What we have created to ensure that we have the best operators is the following "20 point checklist" that all operations need to supply us with before we list their surf experience. To view this checklist please - [CLICK HERE](#). However we do need to reiterate that although TPW have done the maximum due diligence possible to ensure you have a successful trip, it is impossible to guarantee and you need to be aware it is unlikely but possible something may still go wrong. We are solely a travel agent working for both the operators and yourself, and we are not responsible or liable for any issues you may have with the operator, as per the Travel Agents Act. We will guarantee though, that we will work for all our clients that have reason to be unhappy with an operation, and we will use our strongest influence to ensure the operator does the right thing by all our clients.

**Liability:** The Perfect Wave does not accept any liability of any nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense, inconvenience or loss of enjoyment caused directly or unavoidably indirectly or any other event which is beyond our control & which is not preventable by reasonable diligence on our part. Neither The Perfect Wave nor any of its representatives accepts any responsibility for oceanic occurrences or climatic conditions that do not match your expectations or are beyond your capabilities. **All activities engaged in are solely at your own risk and of your own choice.**

**Debit/Credit Card Transactions:** Card surcharges apply when paying by credit or debit card. All cards are charged (Visa/ Mastercard/Credit or Debit) a 2.5% fee; If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider, and not against The Perfect Wave. In the event that payment has been made to The Perfect Wave by credit card, you agree that you will not seek to charge back your payment to The Perfect Wave.

**Privacy Policy:** The Perfect Wave is committed to protecting the privacy and confidentiality of your personal information. The Perfect Wave will not pass on any of your details to a third party unless you authorise us to do so.

Your travel documents will be emailed to your registered email address 1 month prior departure.

Travel Advice For up to date travel advice please contact the Department of Tourism and Foreign Affairs in your country of residence.