

Ticket to Ride Travel (hereafter TTRide) offers the opportunity to participate in specialist and challenging travels that allow you to take part in Holidays and Courses (hereafter referred to as holidays) involving Boardsports (surf, kitesurfing, and windsurfing) at a range of locations worldwide. Weather conditions or sea states may sometimes mean that planned boardsports trips or lessons are not possible. Boardsports also expose you to risks such as drowning, or being harmed by sea creatures. We accept your booking on the understanding that you appreciate the potential risks involved in participating in the sports and travelling experience, including injury, disease or loss/damage to personal property, inconvenience and discomfort and that you are physically capable of participating fully in the sports.

Package

A 'package' is defined as a pre-arranged combination of at least two of the following: (a) transport; (b) accommodation; (c) other services not related to transport or accommodation but are a significant part of the booking. This must be booked by you through us at an inclusive price, and where the combination must last for longer than a period of 24 hours (or involve overnight accommodation). In the case of the arrangements, which you make with us for your holiday, not amounting to a 'package' (as outlined in the terms above) we act as booking agent only.

1. Booking Confirmation

1.1 All bookings are made with Ticket to Ride Limited a company registered in England with Registered No. 05670921 of Ramsfold Farm, Roundhurst, Haslemere, Surrey, GU27 3BN (TTRide.) In these booking conditions "you" and "your" means all persons named as a booking and "we" and "us" means TTRide. No employee of TTRide other than a director has authority to vary these terms or offer any discount or refund.

1.2 This booking will become the binding contract between TTRide, and you, only when TTRide sends you a Booking Confirmation.

1.3 Upon receipt of your completed Booking Form, and Deposit in accordance with clause 3.1 below we will endeavour to accept or decline your application within 14 working days. In the event that it is not possible to arrange your holiday we will either refund the Deposit that you have paid, or look to offer you an alternative package.

1.4 Once we have received your deposit TTRide shall send you a Booking Confirmation together with a payment schedule, via post, or email.

1.5 When you receive the Booking Confirmation please check the details carefully and inform us immediately in anything is incorrect.

1.6. When you make a booking with us you are making an offer to us to buy some of our advertised services. We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion. Once the contract is made between us we will perform our obligations to you in accordance with these booking terms and conditions.

2. Conditions of Entry

2.1 Your Booking Confirmation is subject to the following conditions:

2.1.1 You shall comply with the payment schedule laid out in clause 3;

2.1.2 All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead name' for your booking. The lead name will be responsible for making all payments due to us in accordance with our contract.

2.1.3 You shall disclose any medical conditions that may affect your full participation on any activity on your Holiday, and warrant that you are medically fit to participate.

2.1.4 You shall comply with the laws, customs, foreign exchange, and drug regulations of the country of your Adventure at all times during your Holiday.

3. Payment

3.1 A non-refundable deposit as laid out on the website must be made with each booking, unless stated otherwise this will be 20% of your full booking fee.

3.2 The final invoice given to you, and usually paid no later than 60 days before your departure.

3.3 In the event that a booking is made within the time frame mentioned above you will have to pay the full cost of the Holiday within 14 days after the Booking Confirmation is sent.

3.4 Payments made to TTRide are not fully refundable see clause 10.3, and therefore it is advisable that travel insurance is taken out by the time of the first payment.

3.5 If you do not pay any invoice by the due date we reserve the right to cancel your booking and your deposit will be forfeited.

4. Prices

4.1 TTRide reserves the right to impose surcharges in respect of unforeseen cost increases with respect to fuel, currency, or UK government action. TTRide will absorb increased costs of up to a 2%, only if the cost increase exceeds 2% will we ask you to pay the difference. If the surcharge exceeds 10% you have the right to cancel and receive a refund for all the invoices paid.

4.2 No refunds shall be given if currency rates improve.

4.3 VAT has been added to the prices to comply with HM Custom and Excise regulation in force as of 1st October 1998.

5. Our Holidays and Courses

5.1 You accept that any information supplied by TTRide regarding our Holidays, including content published by third party advertisers, is provided in good faith and based on the knowledge and information given to TTRide prior to the publication of the written material and sometimes months prior to time of departure.

5.2 Note that prices outside the scope of your Package, such as visas, airfares (if not included), varying costs with respect to taxes (either in the UK or abroad), and activities not included in the Adventure may vary. TTRide accepts no liability for increases in cost in these areas.

5.3 You agree to comply with all reasonable requests made by the TTRide staff with regards to your personal wellbeing, and the wellbeing of others.

5.4 You agree to comply by the rules, and abide by the Terms and Conditions of all Third Party Suppliers who may provide you with products, or services, during your Holiday. If TTRide has provided you the details of such Third Party Suppliers this information and/or assistance is given to you for your convenience only, and does not constitute an endorsement of the respective Third Party Supplier. We accept no liability from you in

respect of products or services procured by you from Third Party Suppliers, such as but not restricted to, travel agents, insurance providers, and local suppliers.

6. Liability

6.1 Whilst TTRide takes all necessary, and reasonable, precautions to prevent accidents of injury, you acknowledge and agree that some of the activities in which you participate on your Holiday or the accommodation package carry a risk of accident or injury.

6.2 Nothing in these booking conditions shall exclude or limit TTRide's liability for i) fraud, or other criminal act, ii) personal injury, or death, caused by the negligence of TTRide employees in connection with the performance of their duties, or iii) any other liability that cannot be excluded by law.

6.3 Except where provided by Clauses 6.6 And 6.7 TTRide accepts responsibility for any loss or damage resulting from our failure to perform, or improper provision of the services TTRide has agreed to provide you.

6.4 Subject to Clause 6.2 in no event will TTRide be liable under these booking conditions for any damages relating to: i) Cancellation of flights, or costs incurred directly from missed flights, ii) loss of opportunity, and/or iii) any inconsequential loss. Such liability is excluded whether such damages were reasonably foreseeable, or actually foreseen.

6.5 Subject always to Clauses 6.2 and 6.3 above, we do not accept responsibility for any loss or damage you suffer where your failure to perform, or improper performance, is not due to negligence from TTRide or that of our employees, agents, contractors, or service providers, including but not limited to where any such failure or improper performance is attributable, in whole or part to:

6.5.1 you or another member of your party;

6.5.2 any circumstances beyond our reasonable control, which could not have been foreseen or avoided if all due care had been taken, including but not limited to, war or threat of war, riot, civil unrest, strike, industrial action, threat of or act of terrorism, mechanical breakdown, act of God, adverse weather conditions, or any other event of force majeure where events arise for reasons other than TTRide's negligence; or

6.5.3 any Third Party Supplier unconnected with the provision of the services we have agreed to provide you, and is not foreseeable or avoidable.

6.5.4 any third parties with whom you may have made any bookings or arrangements direct

6.6 Subject to the limitation of liability set out in clause 6.8 below, our liability to you for any loss or damage you may suffer, whether as a result of failure to perform, or the improper performance, of the services we have agreed to provide to you or otherwise is limited to £2 500 000 for all claims arising from a single event.

6.7 You accept that adverse weather conditions may prompt the cancellation of scheduled events during your Holiday. The availability of advertised facilities might also be hindered due to local weather conditions, or circumstances beyond our control, including but not limited to public holidays, or routine maintenance. TTRide is not liable for such cancellations.

6.8 TTRides liability to you for the non-performance or improper performance by any air, sea or rail carrier or any hotelier for any services to be provided by them as part of your Adventure is limited to the amount you can validly cover against such a carrier or hotelier:

6.8.1 in accordance with any applicable domestic law, or the laws of England, for claims other than death or bodily injury arising out of travel, carriage, or accommodation within the UK or which is otherwise international; and

6.8.2 in accordance with any international convention (if there is any) governing such service, for all claims arising out of travel, carriage or accommodation.

6.8.3 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.

6.9 We hereby exclude to the fullest extent permissible under the applicable law all liability that TTRide have not expressly accepted in these booking conditions. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of all of clause 6 'TTRide' includes our employees, sub-contractors, licensors, and suppliers, who shall therefore have benefit of the limits and exclusions of liability set out in the Clause in the terms of Contracts (Rights of Third Parties) Act 1999.

6.10 Nothing in these booking conditions affects your statutory rights as a consumer.

6.11 TTRide accepts responsibility for ensuring that your Holiday is provided as described in your proposal and on our website. If it fails to comply, in whole, or in part, with any description, we will pay you the appropriate compensation (amount payable will depend on the nature, and extent of misdescription.) Certain statements within our documentation may go out of date from time-to-time, so clients wishing to place specific reliance on any statement within any of our documentation, which was believed to be correct at the time, should seek written confirmation of that statement before accepting the offer of a place.

6.12 Unless a longer period is provided for by force of law, any claim or court proceedings you wish to pursue against us must be brought within 2 years of your return from your Adventure 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 the sum of £100.

7. Health and Safety

7.1 Whilst TTRide is committed to ensuring the safety of our clients, we do not accept liability for any negligence on the part of Third Party Suppliers or any other agents used by you. We will provide as much support, and assistance, as possible, whilst limiting this to non-financial support.

7.2 Should TTRide, in the case of an emergency, provide you with any financial support, you are obliged to reimburse all monies given to you within one month of the end of your adventure. The provision of any financial support is entirely at our discretion.

7.3 You accept that all sports carry a risk of personal injury; you have the right to refuse the taking of risks which you believe may endanger your health or safety, or which are not covered by your personal insurance policy. You agree that TTRide will not be held liable for any injury or damage caused to you where you have taken a risk willingly, and the injury or damage arose other than as a result of our negligence.

7.4 You are advised to seek medical advice with regards to the Country you are travelling, and understand that it is your responsibility to seek medical advice with regards to visiting the Country of your Holiday. TTRide will not provide assistance on such medical advice including but not limited to medication, or vaccinations, which should be sought in the UK at least two months before the start date of your Holiday. TTRide will not be liable for any resulting illness that occurs due to your failure to seek such medical advice.

8. Insurance

8.1 You accept that it is compulsory to obtain travel insurance by the time of your first payment, and all payments are accepted on this basis. Your insurance must cover

cancellation, curtailment, repatriation, legal expenses, medical and emergency travel, personal accident, personal liability, rescue and assistance, hijack, and travel delay. You are obliged to ensure that your policy covers all sporting activities that you may be involved in during your Holiday.

8.2 Your policy cover should extend beyond the length of the Holiday by at least two weeks, this is TTRides suggested minimal period, and we recommend you seek independent advice on this length.

8.3 TTRide accepts no responsibility for the loss or damage to your personal property, unless it has been lost at our negligence, it is recommended that you have personal insurance to cover loss of personal property by theft or accident.

8.4 You are also advised to be aware of current Foreign Office travel advice in respect of countries to which you are travelling, see www.fco.org.uk for further details.

9. Visas

9.1 You must possess a full passport valid for at least 6 months beyond your return date of the Holiday. British passport holders will be able to obtain a tourist visa upon arrival at most of the destinations visited in your Holiday. It is your responsibility to obtain and pay for the cost of any visa. Please note that all Visas are issued purely at the discretion of the embassy concerned.

9.2 Your specific passport or Visa requirements, and other immigration requirements are your responsibility and you should seek to conform these with the relevant Embassies and/or Consulates.

9.3 TTRide is not responsible for the issue of Visas, you are responsible for ensuring that your passport, visas and any other travel documents are valid for the duration of your Holiday

10. Cancellation or Alteration by TTRide

10.1 We will do our utmost to ensure the delivery of your Holiday, but in very rare circumstances TTRide may be required to make alteration to a Holiday or even more rarely to cancel confirmed bookings. TTRide reserves the right to make alterations to a Holiday without prior notice, including alterations to the itinerary.

10.2 If prior to your start date, the alterations make a significant change in the structure or the Adventure, you will be entitled to:

- (a) accept the change and its impact (if any) on the price of the Adventure;
- (b) book another Holiday with TTRide, subject to availability and payment or refund in respect of a different price; or
- (c) withdraw from the Holiday and receive a full refund of any invoices paid. You must inform us of your choice within 7 days of receiving notice of the alterations

If we have to notify you of a significant change prior to the start date of your Adventure, we will pay you the minimum compensation payments set out in the table below depending on the change and the circumstances of the change. No compensation will be payable if the alteration made is a minor one. No compensation will be payable for any incidental costs incurred for visas, vaccinations, or other travel arrangements.

a)	56 and more days before departure	- nil
b)	55-42 days before departure	- £25
c)	41-28 days before departure	- £50
d)	27-14 days before departure	- £100
e)	Less than 14 days	- £150

If after the start date the alterations make a significant change in the structure or the Holiday, TTRide will at no extra cost to you, either:

- (a) make suitable alternative arrangements for the continuation of the Adventure; or
- (b) provide you with transport to the scheduled destination.

Where appropriate in either case TTRide's liability shall be limited to a refund of the Holiday for fee pro-rata depending on the percentage of the total planned Holiday time that has elapsed (e.g. if 30% of the Adventure has elapsed then we will refund 70% of the placement fee.)

Total Payment Protection (topp) Policy cover:

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' prepayments paid in respect of non-flight inclusive packages commencing and returning to the UK, offered in this document (subject to the terms of the insurance policy), for a refund of such prepayments if customers have not yet travelled in the unlikely event of our financial failure.

10.3 TTRide will not provide a refund or compensation if a Holiday is cancelled due to unforeseeable circumstances, beyond its reasonable control which could not have been avoided even if all due care had been exercised. This includes, but is not limited to, war or threat of war, Riot, strike, civil unrest, industrial action, act or threat of terrorism, mechanical act of God, or adverse weather conditions. TTRide will not provide a refund if your Adventure is cancelled or altered in accordance with the provisions of clause 12 below as a result of breach of these Bookings Conditions by you entitling TTRide to cancel.

Cancellation by you

If you wish to cancel your booking before the commencement of your Adventure, you will be required to pay the following surcharges:

a)	56 or more days before departure	- retention of deposit
b)	55-42 days before departure	- 30% of the total cost of your trip
c)	41-28 days before departure	- 60% of the total cost of your trip
d)	27-14 days before departure	- 90% of the total cost of your trip
e)	Less than 14 days	- 100% of the total cost of your trip

If you leave an Adventure before the specific end date, other than as a result of a breach of this agreement, no refund will be paid to you.

11. Complaints

11.1 If, during your Holiday, you wish to make a complaint, you should inform TTRide as soon as possible. We will investigate any claims made and try to resolve them. If the matter cannot be resolved during your Holiday then you must write a letter to our office at least 1 month after the end of your Holiday.

11.2 TTRide will only deal with complaints made by the person on the Holiday.

13. Personal Data, and Image Rights

13.1 We will need to collect certain information such as your name and address, medical details, passport number, nationality etc in order to provide your Holiday. For the Purposes of the Data Protection Act 1998, we are a data controller. We may pass this information to suppliers of your travel arrangements, including hotels, airlines and transport companies. We may also pass this information to security or credit checking companies, and to public authorities such as customs and immigration. If your Holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict in the UK. We will only pass on data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people.

13.2 TTRide reserves the right to use any materials, including but not limited to photographs, film, or creative materials, taken of you during your Holiday, for use exclusively in TTRides marketing, or advertising material, without obtaining further consent.

14. Agreement to Booking Conditions

14.1 It is important that you have read, and understood these booking conditions prior to submitting your application form. If you have any queries or questions regarding the document you are requested to raise these before application.

15. Law

15.1 This contract is intended to comply with the Travel Package Regulations 1992, is subject to English Law, and is subject to exclusive jurisdiction of the English courts.