



These Terms & Conditions apply to any booking made with Zoco Boardriding Limited ("us"). Please ensure that you have read and understood the following Terms & Conditions before signing the booking request form.

#### **YOUR CONTRACT**

The person signing the booking request form (the "Lead Passenger") must have authority to do so on behalf of all persons named on the booking request form. Your contract with us becomes binding when you receive confirmation of our acceptance of your booking.

#### **PAYMENT TERMS**

The Lead Passenger will be responsible for the full cost of the booking and any cancellation or amendment charges. Please check all documents as soon as you receive them and contact us if you think any details are incorrect. Sometimes it is necessary to alter details of our services that are included in our publications, so it is important you check all of the details set out in the documents. We regret we cannot accept responsibility if you fail to notify us of any errors without delay.

If you are making your booking more than 60 days prior to the departure date a deposit (minimum 25% or £100, whichever is greater) is due when we receive the signed booking request form. The balance must be paid 60 days prior to the departure date.

#### **LATE BOOKINGS**

Bookings taken within 60 days of departure require the full amount to be paid.

#### **LATE PAYMENTS**

For late balance payments an additional surcharge of 2% of the outstanding balance will be payable by the Lead Passenger. If any payments are not received by the due dates indicated, we may cancel the booking with consequent loss of deposits and/or payment of the cancellation charges listed below. Where deposits have not been paid by the due date we reserve the right to invoice you for the total amount of your booking.

#### **SURCHARGES**

A surcharge of 3% will be levied for payments made by Credit Card.

#### **PRICING**

All prices quoted are in pounds sterling (GBP). All other currencies are to be used only as a guide. The prices advertised on our website and other media are accurate at the date of publication. We reserve the right to alter prices due to variations in service charges, security/insurance levels or fluctuations in exchange rates up to the day of your departure.

#### **CHANGES/AMENDMENTS BY YOU**

If your booking confirmation has been issued and you wish to make any changes/amendments to it, you will be asked to pay an administration charge of £25 per person. We will consider your request, and if acceptable we will agree to those changes/amendments upon your payment of any further costs incurred making the alteration. All amendments must be notified to us in writing.

#### **CANCELLATION BY YOU**

If you wish to cancel your booking once your booking confirmation has been issued, you must notify us in writing. You will incur the following cancellation charges depending on the length of time between receipt of your request and the departure date:

More than 60 days: loss of deposit  
60-30 days: 60%, Within 30 days: 100%

#### **PART CANCELLATION BY YOU**

Any member of your party listed on the booking request form may cancel their place, subject to payment of the cancellation charge listed above in relation to their place. We will issue the appropriate credit note/re-invoice as appropriate.

#### **TRANSFER OF BOOKINGS**

Any member of the party listed on the booking request form may request in writing that their booking is transferred to another person not already listed. The "Charges/Amendments by You" provisions will apply to a transfer request.

#### **CHANGES/AMENDMENTS BY US**

It is sometimes inevitable that we have to change/amend your booking prior to departure. Where a change/amendment is minor, we will if possible advise you beforehand. If we have to make a major change/amendment to your booking or we are unable to provide the booked arrangements then we will inform you as soon as possible and the "Cancellation By Us" terms will then apply.

#### **CANCELLATION BY US**

In the unlikely event that we have to cancel your booking we will offer you an alternative booking (subject to availability), without any extra charge to you. If the booking you accept is lower in value than your original booking then we will refund the difference in cost. If the alternative we offer is not acceptable to you please notify us in writing as soon as possible, and in any event within 3 days of receipt of our suggested alternative booking details. We will then refund the monies paid by you. Such a payment is to constitute full and final settlement of all claims (if any) that you may have against us in respect of cancellation.

#### **LIMITATION OF LIABILITY/DISCLAIMER**

We shall not be liable for any loss or damage to you or your property arising from any matter or circumstances beyond our reasonable control including (but not limited to) Acts of God, war, civil disturbances, strikes or other industrial action, acts of government, acts of third parties, activities on adjoining land including building works or failure of public supplies including (but not limited to) electricity and water. Nothing in these conditions excludes or limits our liability to you for death or personal injury caused by our negligence; under the Consumer Protection Act 1987; for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or for fraud or fraudulent misrepresentation. Other than claims for death or personal injury, and subject to the above, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated



performance of a booking shall be limited to the price of the booking, and we shall not be liable to you for any other direct, indirect, consequential losses or other claims for additional compensation.

#### **BREAKDOWNS/COMPLAINTS**

If you have a problem or complaint regarding any aspect of your booking you should notify the ground handler and/or the supplier immediately in order that these issues (where possible) can be resolved without delay. You should also retain a record of your complaint and details of the person you reported it to. If you remain dissatisfied, you must write to us giving full details of your complaint within 30 days of the end of the booking period. We will only act upon complaints lodged by you with the ground handler/supplier during the booking period. We regret we cannot accept liability in relation to any complaint, which is not brought to our attention entirely in accordance with this condition.

#### **SUPPLIERS CONDITIONS**

Suppliers will often have their own terms and conditions relating to the services booked by us on your behalf. Copies of these terms and conditions (where applicable) are available upon request and shall also be binding on you.

#### **CONDUCT/MISBEHAVIOUR**

We reserve the right to terminate without further notice the booking for any client/party member whose behavior is likely, in our opinion, or that of the ground handler/supplier/client, to cause distress, damage, danger or annoyance to us, our suppliers, other clients, any 3rd party or property. Upon such termination our responsibility to you and your booking ceases and we shall not be liable for any costs incurred by you or any member of your party.

#### **ACCOMMODATION**

The ground handler allocates all rooms or beds, not us. We have no control over which room or bed you will receive. You are responsible for your own safety and security of your belongings and as such you must take the necessary precautions.

#### **ACTIVITIES**

All boardriding activities carry with them a degree of danger and risk to both people and property, even if carried out under the supervision of qualified instructors. All clients participating in any such activity must demonstrate a reasonable level of fitness and for water based activities must be able to swim a minimum of 50 meters in open water. All clients must inform us in writing (at the time of booking) of any medical conditions, illnesses or allergies. Anybody with a heart condition, or is pregnant, or under the influence of any alcohol, drugs or medicine which may adversely affect their physical abilities must not and may not be allowed to participate in any of the activities under any circumstances. All participants must agree to abide by all instruction and all decisions made by the instructors to ensure their safety. All of the activities are dependent on weather and other factors. If in the interest of safety the activities cannot be pursued we cannot be held responsible. Damage to any equipment must be reported to the ground handler/ supplier immediately.

#### **TRAVEL INSURANCE**

All clients must be covered by adequate travel insurance valid for the full duration of the holiday. In addition, all clients participating in a boardriding activity must have a travel insurance policy that covers each activity undertaken.

#### **VACCINATIONS & HEALTH**

You must ensure that you have complied with any health requirements, such as vaccinations, for any country you may be visiting. For further advice please consult the governmental Health Advice for Travelers booklet and if you have a medical condition of any kind please consult your GP.

#### **PASSPORTS & VISAS**

All British nationals must hold a full 10-year passport, with at least 6 months validity remaining, for entry into most countries. Visas are the responsibility of each person traveling but advice and assistance will be provided when requested.

#### **DATA PROTECTION**

We will use personal information relating to all persons named on the booking request form and any replacements to provide our services, and pass on that information to other suppliers and carriers who may be located outside of the E.U. This includes personal dietary, religious or disability related details.

#### **GENERAL**

We may assign the booking or any part of it to any person, firm or company. If any part of the conditions is found to be wholly or partly invalid, unenforceable or unreasonable by a court or similar body, that part shall be deleted and the rest shall continue in force. Delay or failure to enforce, or a prior waiver of any provision of these conditions shall not be construed as a waiver of that party's rights under the booking. The parties to the Contract do not intend that any condition shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any other person. The booking shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

#### **ZOCO BOARDRIDING Ltd "Fuel Your Addiction"**

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