

SURF SISTAS TERMS AND CONDITIONS

In these terms and conditions:

We, us, our, and 'the company' means Big Friday Ltd.
Our registered office is at 15 Curzon Drive, Church Crookham, Hampshire, GU52 6JL

You, 'the client' or 'the customer' means the persons listed on the confirmation letter. If the confirmation letter lists a limited company 'you', 'the client' or 'the customer' means that company.

'The holiday', 'the package' or 'the weekend' comprises the component travel arrangements, accommodation and activities sourced and organised for Big Friday clients by Big Friday Ltd.

Big Friday Ltd give notice that these terms and conditions together with your confirmation letter and invoice comprise the agreement or contract between the company and those listed on the confirmation letter. No representative of the company has the right verbally to vary these terms and conditions or the information within the Big Friday web-site, or to enter within verbal agreements with customers of the company.

By partially or fully paying the invoice or signing and returning the confirmation letter the customer is understood to accept Big Friday Ltd's terms and conditions.

Alterations by Us

If we have to alter your booking before departure any alteration will either be major or minor. Where an alteration is minor, we will, if practicable advise you before departure, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below.

When an alteration is a major alteration (and a major alteration is an alteration which involves a change to accommodation of a lower rating, or a change of activity for the duration of your holiday for reasons other than those out of our control such as weather) we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (where this is of a lower price we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid.

Where after departure a significant proportion of the services contracted for is or cannot be provided (for reasons other than those out of our control such as weather), you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements.

Cancellation by the Company

We reserve the right in any circumstances to cancel your holiday. If we have to cancel your holiday, you will have the choice of taking an alternative holiday if we are able to offer one (and where this is of a lower price we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition in appropriate cases, and where such cancellation is not due to force majeure as defined below, we will pay you compensation that is reasonable taking into account all the circumstances.

Force majeure is any unusual and unforeseeable circumstance beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war, threat of war, riots, civil strike, terrorist attack, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers, or other similar events beyond our control.

Transfer of Bookings

You may transfer your booking up to 14 days before 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. The right to transfer is subject to the

payment of any additional charges of whatever sort imposed by the suppliers providing the component parts of the holiday.

Surcharges

We will not impose any surcharges on the price of your booking less than 30 days before departure. In addition, if surcharges become necessary before that time, we will absorb an amount of up to 2% of the total holiday price (excluding any amendment charges). Surcharges may be imposed to cover increases in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services. Where a surcharge is payable there will be an administration fee of £1 per person. If this means paying more than 10% of the original holiday price, you will be entitled to cancel with a full refund of any monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of the date of our invoice confirming the surcharge.

Our Liability

1. Our obligations and those of any suppliers providing any service or facility involved in the holiday you book with us are to provide services and facilities with reasonable care and skill.

2. Where you do not suffer death or personal injury we accept liability should any part of your holiday booked with us not be as described by us and not be of a reasonable standard, and, subject to (4), (5) and (6) below, will pay you compensation of an amount which could be reasonably expected, taking into account all the relevant circumstances. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

3. Where you suffer death or personal injury as a result of an activity forming part of your holiday booked with us before departure, we accept responsibility as subject to (4)(5) and (6) below.

4. We accept liability in accordance with (2) and (3) above and subject to (5) and (6) below except where the cause of the failure in holiday arrangements forming part of 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, and is your own fault, or the actions of someone unconnected with the holiday arrangements forming part of your package or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

5. Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant international conventions, namely the Warsaw Convention 1929 (as amended by the Hague protocol) the Berne Convention 1961, and the Paris Convention 1962. Copies of these conventions are available for inspection at our offices.

6. It should be noted that our acceptance of liability in (2), (3) and (5) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of the holiday arrangements forming part of your package or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Clients' Dissatisfaction with the Holiday".

7. 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 suffered directly or indirectly from any aspect of any holiday arrangements booked with us.

Booking and Payment

Reservations can be made over the telephone or by email and are confirmed only upon receipt of the full payment. Full payment is required at the time of booking UK based trips and 50% payment is required at the time of booking non-UK based trips.

Upon receipt of your booking by telephone, post or email we will send by email, post or fax a confirmation letter and paypal invoice and it is at this time that a valid contract comes into existence between us. The balance of the monies payable by the customer must be paid at least 30 days before departure or upon receiving the confirmation invoice if this is less than 30 days before departure. If the company does not receive the balance within this time, we reserve the right to cancel the booking without further reference to the customer and any deposit paid shall be forfeited. Payment may be made by bank transfer, paypal or cash. Cheques should be made to Big Friday Ltd.

If you have any special requests these should be indicated on your booking form. We will notify the relevant supplier of your request, every effort will be made to meet it, but this cannot be guaranteed, nor will we accept any liability if such requests are not met. If you wish to change any detail of your booking we will do our best to help, but any change will of course, be subject to availability.

Please note that if the customer amends a booking in any way any consequential amendment charges imposed by suppliers will be payable by the customer.

Cancellation by the Client

You, or any member of your party, may cancel your holiday at any time providing the cancellation is communicated to us in writing. As this incurs administrative charges we will retain your deposit and in addition may apply cancellation charges up to the maximum shown as follows:

49 days or more 20% only
30-49 days 50% of total cost
21 - 30 days 70% of total cost
20 days or fewer 100% of total cost

Note: If the reason for cancellation is covered under the terms of an insurance policy you may be able to reclaim these charges.

Clients' Dissatisfaction with the Holiday

In the unlikely event that a Big Friday holiday is not up to the standard as outlined on our web site a complaint should be made immediately and during the course of the holiday to a Big Friday representative. In addition if it is not possible to resolve the matter, a complaint should be made to the company. If by the end of your holiday it has not been possible to resolve the complaint to your satisfaction, you must notify the company in writing within 28 days of your return. Failure to do this may reduce or extinguish any rights you may have to claim compensation from Big Friday Ltd or any of its suppliers.

Client Protection

All monies paid to the Company will enter a client account. Your funds are held in this account and may not be released until you have returned from your holiday. In the unlikely event of the company becoming insolvent, your payment is protected by the company's Client account, so your peace of mind is guaranteed. This means that your money will be refunded in the event of our insolvency.

Website Description

We reserve the right to change any of the prices, services or other particulars contained on the company web site before we enter into a contract with you. If there is any change, we will advise you before we enter into such a contract. Please note that photographs used on the website and in promotional material are only used as examples and actual experiences may differ.

Client's Responsibility for Accommodation

Each person making a booking shall indemnify the company against all actions, loss, damages and costs whatsoever, in consequence of any claim by any person arising out of any act or default on the part of the client from the date of departure to the time of the said person's return. The company reserves the right to deal with or settle any such claims as they in their absolute discretion think fit. The company takes no responsibility for your personal belongings, money or travellers cheques, either inside or outside the accommodation.

By entering into an agreement with Big Friday the client agrees to abide by the house rules of the accommodation in which they stay and/or the safety/behaviour rules of activity suppliers. Big Friday will supply a copy of all supplier rules with the confirmation letter.

Misbehaviour

We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any client whose behaviour is such that it is likely, in our opinion, or that of our other agents or suppliers, to cause distress, damage, danger or annoyance to other customers, property or any other third party. Under such circumstances we will be under no obligation whatsoever to offer any refund, pay any compensation, or cover any costs you may incur. Under no circumstances are you entitled to sub-let your accommodation to anyone other than those listed on your confirmation letter.

Activities

All the activities supplied by Big Friday suppliers carry with them a degree of risk both to people and property, even though enjoyed under proper supervision by qualified instructors. They are also strenuous activities that require those taking part to have a reasonable standard of health and fitness. All clients must make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking at the time of booking. No-one should participate in any activity if they are suffering from a heart condition or are pregnant. Clients taking part in water sports must be able to swim at least 50 metres. No client should in any circumstances take part in an activity while under the influence of any alcohol, drugs or medication, which may adversely affect their physical abilities.

All clients must agree to abide by all instruction and all decisions that Big Friday's activity supplier's staff and instructors make, in order to secure the safety and comfort of all participants. Clients will have the use of supplier's equipment during their stay, and are responsible for immediately reporting any damage caused to the equipment, or which becomes apparent whilst the equipment is in their possession.

Suppliers' Conditions

Suppliers will often have their own booking conditions or conditions of carriage, and you will be bound by those as far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier, or give the supplier the right to alter or cancel arrangements without penalty. Where relevant, copies of such conditions will be available for inspection at our offices, or at the offices of the relevant supplier.

Delays

In the event of any delay at your outward or homeward point of departure Big Friday Ltd may provide refreshments. We regret that Big Friday Ltd is unable to make any further arrangements.

Law and Jurisdiction

The contract is governed by English Law with any action arising out of it being subject to the exclusive jurisdiction of the courts of England and Wales.