



Company information

Fluid Feeling Ltd. (as later defined) is a company incorporated and registered in England and Wales with company number 6104933.

Fluid Feeling Ltd's registered office is at Sheldon House, Chapel Street, Monyash, Derbyshire, DE45 1JJ.

Contract

- Your attention is drawn to the following booking terms and conditions that govern the contract between Fluid Feeling Ltd. ("FFL", "the Company", "our", "us", "we"), and you (the "Client", "you", "your"), the "Agreement". A binding contract is made between you and FFL when FFL acknowledge receipt of your emailed FFL booking form (the "booking form"), via an email booking confirmation letter ("the Booking Confirmation").
- Your submission of a booking form to FFL signifies that you have read, understood and accepted that these terms and conditions shall apply to your booking and that you shall be bound by these terms.
- If any details contained in the Booking Confirmation you receive are incorrect you must inform us by email and by phone as soon as practicable but no later than 5 working days after receiving your Booking Confirmation. Administration charges may apply after that time period. FFL cannot accept responsibility if you fail to immediately bring to our attention any discrepancies between the booking form you submitted and the Booking Confirmation you receive. FFL will not be liable if you are unable to travel due to errors in your booking details unless you have informed us of these in accordance with this clause.
- Please note that your place on a FFL course will only be secured once FFL is in receipt of a deposit that has been cleared by FFL's bank.

Deposit & payments

- A deposit of 20% of the total course price becomes payable on your receipt of the Booking Confirmation. The deposit payable, the chosen course, chosen course dates and a payment schedule for the remainder of the course price will be contained within the Booking Confirmation.
- The aforementioned deposit is non-refundable unless:
 - FFL is unable to deliver the course for which the deposit was originally paid and a mutually acceptable substitute course cannot be found; or
 - FFL agrees to reimburse the deposit
- If you are booking on a course due to commence in less than 60 days, the full course price is due on receipt of the Booking Confirmation.
- Payments should be made either by bank transfer, by direct debit, or by debit / credit card payment using Google Checkout. Details of all payment methods and any applicable charges will be contained in the Booking Confirmation.
- The full course price is due no later than 60 days prior to your course start date.
- Course prices on FFL's website exclude V.A.T. If applicable, such taxes shall be charged at the appropriate prevailing rate and no Client shall be entitled to withhold or delay payment due under the terms of this agreement, nor exercise any right to offset such charges.
- If any part of any monies sent are returned by FFL's bank, FFL reserves the right to interpret this as a cancellation and to require a Cancellation fee as set out below.

Changes to bookings & substitution of persons

- FFL reserves the right to make changes to the advertised course content as are necessary by reason of circumstances beyond its reasonable control.
- If you wish to change any part of the course you booked with us after receiving your original course Booking Confirmation (e.g. accommodation, destination, dates etc.), you acknowledge that such changes are dependent on availability and to the extent that any such changes are possible. A processing fee of GBP 25 will be charged along with any additional monies required to effect the requested change.
- Up to the start date of the course, you may request that a third party enter into your rights and obligations arising out of this contract. FFL may object to such substitution, if the person concerned does not meet the specific course requirements or statutory provisions or administrative orders prevent his/her participation.
- If a substitute person takes your place as the participant named in the Booking Confirmation, FFL are entitled to charge a fee for any costs incurred in connection with participation of the substitute person.
- If a third party enters into the agreement, both you and the third party are jointly and severally liable to us for the course price and additional costs arising out of such substitution.

Cancellation of a course

Cancellation by you, the course participant

- You are entitled at any time prior to commencement of the course to cancel. The date of receipt of such cancellation by FFL will determine the amount payable. Customers are advised to notify FFL of cancellation by email as soon as possible.
- Our per-person lump-sum claim to cancellation fees ("Cancellation fees") is calculated as follows:

| Cancellation fee schedule | |
|--|------------------------------|
| 60 days or more before course start date | non-refundable deposit (20%) |
| 59 - 46 days before course start date (inclusive) | 50% |
| 45 - 31 days before course start date (inclusive) | 75% |
| 30 days or less before course start date (inclusive) | 100% of the course price |

- You acknowledge the Cancellation fees are reasonable to protect FFL against losses caused by commitments entered into with suppliers in anticipation of your attendance on the course.

Cancellation and / or termination by FFL

- FFL are entitled to cancel any course prior to the start date without due notice or to terminate it after commencement of the course, if you interfere with execution of the course over a sustained period despite being requested to desist from doing so by us, or if you infringe the agreement to such an extent that termination without due notice is justified. If we terminate the agreement, we reserve the right to the course price. Any additional costs incurred in connection with repatriation shall be borne by you.
- FFL may cancel a course up to 4 weeks prior to departure due to unusual and unforeseeable circumstances beyond the Company's control, the consequences of which could not have been avoided even if all due care had been exercised. Customers will be entitled to either:
 - A substitute course of equivalent or superior price if we are able to offer such a substitute; or
 - to take a course of a lower price if we are able to offer one and we will refund the difference in price between the price of the course purchased and the substitute course; or
 - to have repaid all monies paid under the contract as soon as possible.
- Cancellation by FFL for any of the above reasons will not entitle the customer to any further compensation.

Items not included in the course price

1. Flight arrangements

- FFL does not arrange any air travel for clients to reach their chosen course destinations.
- FFL course prices do not include and make no provision for air travel costs which are payable by the Client at his / her own expense.
- It is the Client's sole responsibility to arrange his / her own flights and should a Client cancel a course due to no flights being booked, the Cancellation fee schedule above shall apply.
- Your contract for flight arrangements is not with FFL and as such, FFL shall not be liable for any delay, loss of luggage or cancellation of your outbound or return flights, and in particular FFL is not obliged to make any refund to you for any delay to the your participation in the course. Any matters relating to the airline, such as but not limited to lost / delayed baggage is the sole responsibility of the airline.
- FFL can provide details of flight providers should a Client request this information.

2. Cost of passports, visas or airport taxes (where required)

3. Excess baggage

4. Insurance

5. Personal laundry

6. Food or drinks (unless otherwise stated)

7. Any gratuities

8. Transport during time at destination (unless otherwise stated)

Our Liability / Disclaimer

- Our obligations and those of our suppliers providing any service or facility included in your course, are to arrange for the provision of such services and facilities to a reasonable standard, as described on our website.
- Standards of, for example, safety, hygiene and quality vary throughout the destinations that FFL offer. Sometimes these standards will be lower than those which would be expected to be found in the UK. The Client agrees to accept the accommodation they booked and that was arranged on their behalf by FFL which shall be represented accurately on FFL's website.
- The services and facilities included in your course will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

Force Majeure

FFL shall not be liable to refund any monies paid by the Client or for any loss or damage arising from any matter outside the reasonable control of FFL including (but not limited to) Acts of God, de jure or de facto Wars (whether declared or not), Civil disturbances, strikes or other industrial action, acts of government, acts of third parties, breakdown in machinery or equipment, activities on adjoining land including building works or failure of public supplies including (but not limited to) electricity and water. Where acts of third parties are involved we shall in no circumstances be required to institute any form of legal process.

Environmental conditions & dangers

As a kitesurf, snowkite, windsurf and surf course provider, the natural environment is an intrinsic part of all FFL courses that we cannot reasonably be expected to control. This includes but is not limited to wild animals and natural disasters. Our course destinations and dates are all selected based on historical weather statistics to perform above average and to provide a good natural environment for the sports we offer. As a company, FFL is not responsible for poor conditions, bad weather or natural dangers that you as a Client may experience. We provide destination descriptions and links to weather forecasting sites on our website to assist you in your decision but ultimately, researching conditions for the course and dates you have selected is your responsibility.

Personal risk

You acknowledge and agree that wind, snow, water-sports such as, but not limited to, kitesurfing, snowkiting, windsurfing, surfing, diving, snorkelling, swimming, wake-boarding travel by boat and other activity sports, whether on land or in water, involve a degree of personal risk to the participant.

- At the start of your course with FFL, you will be required to sign a liability waiver form stating that you acknowledge the risk of accident, personal injury or death and agree to participate at your own risk.

- Nothing in the liability waiver form will affect FFL's liability to you for death or personal injury resulting from the negligent acts or omissions of FFL and / or any of its employees. All reasonable precautions have been taken by FFL to ensure the course providers are qualified to run the course and it is the provider, not FFL, who owe you a duty of care to ensure your safe participation during the course.
- Activities that you reserve and participate in outside of your FFL course (such as but not limited to, site-seeing trips and excursions (by boat, air travel or on land), diving, wakeboarding, horse riding, health & beauty treatments) shall be undertaken at your own risk.

FFL's maximum contractual liability to you for any claim or other matter except personal injury, whether in contract or tort, even if caused by the negligence or otherwise of FFL, is limited to the full course price paid or to be paid, to the extent that:

- damage incurred by you is due neither to wilful conduct nor gross negligence by you in which case any damages will be further limited under the principle of contributory negligence; or
- to the extent that FFL is responsible for damage caused to you only through the fault of a service provider.

This section covers injury, illness or death while you are using the holiday services that we have arranged for you, including accommodation. FFL have no direct control over the way our suppliers provide their services, however everyone employed or contracted by FFL or by their suppliers is expected to carry out their duties properly. If these duties are not carried out properly (or at all) and that fault results in your injury, illness or death, FFL may make a payment to you.

- No payment will be made if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. FFL will not make any payment if your illness, injury or death was your own fault. If a payment is made, it will be similar to one you would receive under English law in an English court.
- Any payments made for injury, illness or death are made on the basis that you are expected to accept that:

1. You must tell FFL and the supplier involved about your injury or illness while you are in the resort. You should also write to FFL at the address given above about your claim within three months of coming home from your holiday to allow us to investigate it properly. Please include as much evidence as possible, including a letter about your injury or illness from your doctor if you can.

2. You may be required to transfer to FFL any rights you have against the supplier or any other person.

3. You should co-operate fully with FFL to enforce any rights or bring any claim regarding the injuries that we have compensated you for.

4. Any payments we make may be limited in accordance with international conventions or any other laws or regulations that limit our liability to you.

- We ask you to transfer your rights to us so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this. If we get back from the supplier more than we have paid you plus these costs, we will give the extra money to you.

You acknowledge that FFL will not be liable for any incidental or consequential damages arising out of or in connection with this Agreement or FFL's obligations thereunder, including, but not limited to, loss of enjoyment, loss of opportunity, loss of business and distress, regardless of whether the action is in contract or tort (including, but not limited to, negligence), to the full extent that the law allows.

FFL shall not be liable for defective services within the context of third-party services that are merely negotiated and are expressly characterised as third-party services in the course description.

Your Responsibilities

Medical conditions

It is a condition of your contract with FFL that you inform FFL at the time of booking a course of all medical conditions and illnesses, of the body and of the mind, both past and present, which could affect your safe participation in a course or that of fellow course participants. FFL reserves the right to refuse anyone participation on a course without justification or to terminate participation should it arise that the Client has withheld information from FFL either wilfully or otherwise. Failure to inform FFL of such information breaks the Agreement between FFL and the Client and the Cancellation fees above shall apply. This clause is included for the safety and well-being of all FFL course participants and not for FFL's financial gain. Any information supplied to FFL will be held in the strictest of confidence in accordance with FFL's Privacy

Policy as posted on the FFL website.

Flights

Your course price makes no inclusion or provision for air travel to and from your chosen destination. This is the Client's sole responsibility

Passports & Visas

All course participants must hold a passport with at least 6 months validity remaining, for entry into most countries. Visas are the sole responsibility of the Client but advice and assistance will be provided when requested. FFL will not be liable for any losses caused by you not being able to participate in the course due to your failure to obtain relevant visas or not holding a passport with sufficient validity at the time of travel. FFL and any employees of FFL cannot take responsibility for your Passport / Visa requirement. The Foreign and Commonwealth Office (FCO) issues up to date information on Visas and entry requirements. You should visit the FCO website or that of the relevant destination country's Embassy or High Commission for more information.

Insurance

It is a condition of your contract with FFL that you take out appropriate personal, medical, third party liability (minimum sum insured of up to GBP 2,000,000 per claim for personal liability) and travel insurance prior to your course start date. It is the Client's sole responsibility to ensure that he / she is covered for all sporting and extreme sporting activities that he / she envisages participating in during his / her course, that he / she is covered for the full duration of his / her course at the destination of choice. Geographical exclusions can apply so please check thoroughly. It is also advisable that the insurance covers you for the cost of the course in the case of unavoidable cancellation and for flight cancellation, damage to or loss of personal belongings. Failure to take out suitable travel insurance breaks the Agreement between FFL and the Client.

Vaccinations & health

You must ensure that you have complied with any health requirements, such as vaccinations, for any country you may be visiting. Advice is available online at www.doh.gov.uk, and the [Foreign and Commonwealth Office \(FCO\)](#) issues up to date information on their website. Otherwise the governmental Health Advice for Travellers booklet is available upon request. You should consult your GP if you have a medical condition of any kind or have any concerns or queries regarding vaccinations or other health matters. FFL will not be liable for any losses caused by you not being able to participate in the course or illness incurred due to your failure to comply with the health requirements or recommendations of the Government or FFL. It is your responsibility to comply with these, and FFL accept no responsibility for bringing these to your attention.

Safety instructions

You agree that you will observe all safety instructions given by the course provider and / or FFL.

You may be excluded at any time from participating in the course if you:

- Behave in an anti-social or unacceptable manner to any member of staff (including staff of any service provider) or other course participants;
- act in a manner which is dangerous to yourself or other course participants;
- act in a manner which disrupts the course;
- do not follow the course provider's or FFL's safety instructions or directions;
- are accused of any criminal offence, and / or
- are found in possession of or found to be using illegal drugs

You will be responsible for any costs incurred in connection with being excluded from the course under this section, including the entire cost of your repatriation.

Breakdowns / Complaints

In case of breakdowns in, or complaints about the property in which you are staying, the course providers or equipment that you are using or any other aspect of your course you should complete a destination complaint form BEFORE you return home and inform a representative of the course provider immediately. No complaint will be considered unless this has been done. FFL will attempt to resolve problems, where possible, during your course. If the issue is not corrected to a reasonable standard FFL will investigate the complaint when you return to your country. You are responsible for detailing your complaint and supplying any available supporting evidence in writing by email or by post to our registered company address. We regret we cannot accept liability in relation to any complaint which is not brought to our attention entirely in accordance with this clause.

Miscellaneous

- During your course, FFL may take still photographs and video material. FFL reserves the right to use any such material exclusively in FFL's advertising or marketing material or on the company website without your permission. Your agreement to these terms and conditions signifies your consent to such use.
- If any provision of this Agreement is held to be void or unenforceable in whole or part, the other provisions of this Agreement shall continue to be valid.
- FFL are not bound by any patent typing, printing and computational errors.
- These contract terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the English courts. This version of FFL's terms and conditions, dated 18 / 07 / 07 shall affect all bookings made after this date, and all courses commencing 30 days or more after this date. These terms and conditions supersede all prior agreements between you and FFL, whether oral or written, by phone or e-mail. FFL may modify these terms and conditions by giving you notice by e-mail or displaying the amended terms on FFL's website. The amended terms will bind all bookings made after the date that they are posted, and all courses commencing 30 days after the date that the amended terms and conditions are posted on this website.

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