

TERMS AND CONDITIONS

Global Surf offers products to clients all around the world. Our terms and conditions are written in English. If you have any problem understanding the content of this document, please contact us by phone: 00 972 9 973 3943 or e-mail: info@globalsurf.com

Global Surf is a company registered in Israel, and has therefore based these terms and conditions on the general conditions as applied in the Consumer Protection Law in Israel. Having said the above, our operations in each and every country, are registered by a local company which is part of Global Surf HQ.

to be specific, Global Surf Lanka is a company registered in Srilanka, therefore any online payment process through this website in regards to our Srilankan property and / or operations, therefore, our terms and conditions will be aligned in the general conditions as applied with law of Srilanka.

The services listed on this site are subject to the following terms and conditions:

Registration of a client to one or more of the packages constitutes his explicit consent to these terms and conditions.

It is known to the client that these conditions and restrictions constitute a condition of the contract of engagement between him and Global surf and even obligate him.

All the services offered by Global Surf are services provided by a third party and are considered as a link agent subject to the terms and tariffs.

It is hereby brought to your attention that there may be cases in which the hotel and / or any of the overseas service providers will be obliged to change the hotel booked and / or the service promised. In this case, the agent shall arrange for the client to be transported to the hotel at the same level as the service.

THE CONTAINS OF THE AGREEMENT

Upon the execution of the booking, purchase of the package and / or tourism and / or tourism products, as specified in the order form, and after signing the order form, the client declares that he has entered into an agreement with Global Surf for the purchase of services and the client declares that he has read and understood the terms and conditions of warranty And agreed that they are an integral part of the provisions of the agreement between the parties, and these conditions are acceptable to him.

The parties declare that any prior agreement and / or summary of the statements is oral and written in writing, and that this order replaces any representation or data given to the passenger, in writing or orally.

It is agreed by the parties that the terms and conditions of liability described bellow, plus the order form, constitute the full terms of the agreement between the parties and there are no other conditions apart from them.

By engaging the booking agreement, the client also becomes obligated to pay the following invoice(s) / credit card payment by the given amount depending on the booking date, by the set date.

PRICES AND TERMS OF PAYMENT

- **Price**

Exchange rates, fuel tax, port taxes and currency levies at package prices denominated in foreign currency.

Actual payment will be made after receiving confirmation of all the components of the order only.

The charge will be made in NIS or USD and will be calculated according to the cash sale rate as determined by law, as published on the last business day prior to the actual payment date.

A change in currency rates may result in a change in the price of the packages.

Global Surf reserves the right to change the prices of the packages at any time.

Fuel surcharges, increased port taxes and various levies will apply to the customer subject to the requirements of regular airlines, suppliers, and wages, even if the payment for the vacation was paid in part or in full. In this case, the Customer may receive the document indicating the price changes from Global Surf.

- **Terms of payment**

The billing procedures of Global Surf involve transmission of one invoice, with two different payment dates; one for the deposit of 40%, and the other payment date is for the remaining 60% of the booking value. The remaining 60% of the value is set to be paid within 45 days before the arrival date.

If the service is purchased less than 45 days prior to arrival, a full payment will be requested upon booking time. The booking is a preliminary reservation until first payment is received and can be a subject of cancellation.

If the payment is delayed, a reminder with additional fee and new date of payment will be issued. By furthermore delays of payment, the case will be transmitted to a debt collector. Be aware that the booking is an obligating agreement of purchase, and that you as a client is obliged to pay unless you commence a written cancellation in accordance of the terms below.

- **Payment of Deposit**

Payment for bank transfer:

Customers who wish to make a bank transfer will be charged the full payment,

Payment for credit order – An additional 4% for payment by credit card

- **Direct payment of the full amount**

The full amount of the purchase will be invoiced/set to be paid when arrival date is 45 days or less, from the booking date. If the terms of payment listed above are not withheld, Global Surf have the right to regard the booking as annulled, and can prospectively sell the booking to someone else.

- **Invoice per mail**

With this I agree that the invoice will be dispatched by email. I confirm that it is my responsibility that my e-mail account is set so that email from info@globalsurf.com or any alliance of @globalsurf.com do not end up in the junk mail or marked as spam.

- **Open purchase policy – Customer protection law**

A customer may cancel the transaction in accordance with the provisions of the Consumer Protection Law, 5741-1981 (hereinafter: "the Law") within fourteen days from the date of making the transaction or from the date of receipt of the disclosure document at the latest, provided that the cancellation is done no later than seven business days before the date on which the service should be provided. Cancellation of the transaction must be done in writing, by e-mail or personal delivery to Global Surf. In any case of such cancellation notice, the customer will be charged a cancellation fee at a rate not exceeding 5% of the relative cost of the order (services performed in Israel or departing from Israel such as a flight) or NIS 100 per consumer, whichever is lower, provided that the cancellation of the order is not due to a defect or non-conformity in the service as defined in Section 14E (a) of the Law, then no cancellation fee shall be collected. (2) of the Consumer Protection Law, ie, when the date set for granting the service (accommodation, travel, freedom or recreation) falls within the provisions of the Law Seven days, which are not days of rest, from the date of making the transaction, cancellation fees will apply as determined by the airlines, hotel suppliers, other tourism and Global Surf.

The policy is only valid by sending us a written cancellation with the order number included within the time limit stated above.

Send this to info@globalsurf.com and we will refund you the purchase within 4 weeks from the cancellation date.

- **THE CUSTOMER'S RIGHT TO REFUND, CANCEL OR CHANGE**

It is agreed that cancellation of vacation will take effect upon receipt of notice of cancellation at Global Surf in writing only and signed by the customer, whether by email, and / or a letter. It is the customer's responsibility to ensure that the cancellation notice is indeed received and to receive written approval.

Cancellation from the time of booking up to 45 business days prior the date of arrival – 30% of the cost of the package per passenger

Cancellation of 45 to 31 business days prior the date of arrival – 50% of package cost per passenger

Cancellation of 30 business days prior the date of arrival – 100% of the package cost per passenger

** Cancellation fees specified above, valid for all packages unless sent and approved by the customer other cancellation terms for special packages.

In case of cancellation, the flight ticket price will be deducted from the package price and will be charged separately according to the airline's policy.

Cancellation to be made on a no-business day shall be considered for the purpose of determining the cancellation fee, as if it were performed the following day.

- **Wind, wave, and weather conditions**

Global Surf is not responsible for wind, wave, and weather conditions during your stay, and will have the right to cancel surf lessons if wind, surf, and weather conditions make it impossible or unsafe to run lessons as planned. Instructors and guides working for Global Surf will have the full right to take decisions about whether the conditions are appropriate or not for lessons, and will also do their best to give the missing lesson(s) back at another time during your stay. Clients cannot claim a refund because of surf or weather conditions.

- **Cancellation by force majeure**

Global Surf shall be exempt from liability for passengers in connection with the cancellation and / or alteration of the package they have ordered, in any time period caused directly or indirectly by force majeure, strikes, closure, disorder, fire, flooding, weather, civil disobedience, war , Military operation, invasion, epidemics, disease, boycotts, arrests, technical malfunctions and / or any action beyond the reasonable or unpredictable control of Global Surf. Global Surf require that the client insure himself with extensive personal insurance covering the damages and all the events described above. Global Surf reserves the right, in its sole discretion, to cancel any flight and / or service and / or package for any reason, and / or replace any product Which was purchased by the passengers within the framework of the services offered, all subject to the law.

- **Cancellation with amends**

The date of which Global Surf receive the cancellation will be crucial for the amount of the amends refunded / the customer's payment responsibilities. Cancellation in days before arrival: Percentage of total amends refunded:

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- From 45 days or more to arrival; 70% (you will be charged 30% of the total amount)
- 31-45 days to arrival: 60% (you will be charged 40 % of the total amount)
- Under 30 days to arrival: 0% (you will be charged 100 % of the total amount)

After the arrival, no money will be refunded for any part of the package that the client did not use, including lessons, equipment rental, meals, entrance to attractions, etc., even if caused by an injury, unless the cancellation is in accordance with section 4.2.

- **Change of date**

Global Surf will do their best to change the date of a booking if this is a request from the customer. However, A changing starting from \$ 75 will apply to a customer whose order has been approved and wants to change the date / hotel and / or to change the name if the change request has been submitted up to 45 business days prior to the date of arrival, in addition to the existing difference Place on the selected hotel / hotel.

Please note that the airline may charge extra for luggage.

- **TRAVEL INSURANCE, VISA AND HEALTH**

The clients required to insure himself in a travel insurance policy, which includes extreme sport covering.

Global Surf is not responsible for damages caused to passengers as a result of accident, illness, client negligence, damage to luggage, theft, loss and medical expenses. If the client decides to precede his return for any reason, it will be the sole responsibility of the passenger.

Global Surf is not responsible for any refunds of services not used by the client for any reason whatsoever.

- **Visa determinations**

The customer must ensure that his passport is valid for at least six months from the date of arrival and send passport photocopy according to the request of the travel agent. Any problem caused by the fact that a customer chose not to send passport photocopy is the responsibility of the customer only. The customer must ensure that he has any visa and / or documents required for his arrival and entry into the country of destination. Global Surf is not responsible for these issues.

- **Flights, transfers, & Airports**

- **Flights**

Flights are regular flights or charter flights.

All times and flight times may change without notice. In the event of delays in flights, Global Surf will not be responsible for any disruption caused or loss of services.

Flight times are in the hands of the airline and Global surf cannot guarantee it.

All other conditions appear on a flight ticket.

Cancellation fees for airline ticket – starting at 250 USD up to 48 hours prior to appearance

Change of flight ticket – from 100 USD on a free class basis

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- **Baggage and Miscellaneous on Flight**

Since each airline has different terms, conditions, rules and restrictions, both in terms of the weight allowed in baggage and in terms of flying sports equipment, you must obtain the flight-specific conditions that you purchased during the booking.

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- **Arriving for flights**

Please note that the airline usually requires to report at the flight counter at the exit or back at least 3 hours before the scheduled flight time, for security reasons and to complete arrival arrangements.

Global Surf will not be liable for any damage caused to the clients a result of his delay in stabilizing according to the requirements of the airline. In order to remove a book, it is the passenger's responsibility to report to the airport on a flight back to Israel and to keep up to date.

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- **Airports**

Global Surf is not responsible for the security and / or safety procedures applicable at various airports around the world. Please note that in many countries it is forbidden to bring appliances, cameras, toiletries and more on the plane.

The client must check in advance what accessories cannot be loaded on the plane, and arrange accordingly.

You shall not hear any complaint and / or complaint against Global Surf regarding the damage and / or loss caused to the clients a result of bringing these prohibited accessories.

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- **Transfers**

In packages that include transfers, transfers are not private (unless ordered) and are not directly from the airport to the hotel / apartments, but are carried by bus / minibus that collects / distributes customers at a number of sites / hotels.

Passengers are sometimes required to move to another vehicle during the trip.

The duration of travel varies and is conditioned by weather and traffic conditions.

In the event of a delay beyond reasonable, customers are required to inform the transfer provider specified on the voucher, or to inform Global Surf.

- **Strikes**

The client acknowledges and acknowledges that Global Surf is not responsible for any delay in flight and / or flight cancellations and / or damage to the quality of the resorts resulting from the strike and / or disabling of any factor, including employees of the airport, the airport, the hotels and their employees, Refund and / or compensation in such cases except in the case of a Force Majeure as defined by any law, at the discretion of Global Surf.

- **THE OBLIGATIONS OF THE PARTIES**

The obligations of the Global Surf

Global surf shall Provide the services accordingly to what is agreed with the customer, as written in section 6. If unforeseen conditions still make it necessary to make changes in the provided services, Global surf will do its best to ensure the customer experience will not change.

The obligations of the customer

The customer is obliged to pay the agreed amounts within the time set in the terms and conditions. Essential non-compliance of payment gives the organizer the right to annul the booking. The customer is obliged to give the organizer the relevant information that he understands or should understand, is of importance to the execution of the package tour. The customer is furthermore obliged to read the terms and conditions the organizer has enclosed in his catalogue or other informational documents, as well as adjust to the claim regulations that is stated under section 9.

The customer is obliged to bring valid passports and deliver this to the camp manager upon arrival for registration, prospective visas or health certificates, tickets and other documents that are necessary for the travel. Passport will be refunded upon arrival, after all added service costs have been paid to the camp manager on location.

The customer is obliged to gain such documents that might be necessary for the individual travel, and he is obliged to sign the insurances he personally feels necessary. Guests under 18 years of age participating in our youth camp must bring the original Parent Declaration in signed form and deliver to the camp manager upon arrival. The organizer has the right to reject a customer if he is without the necessary documents.

The customer is furthermore obliged to adjust to the organizer's own regulations as they are presented to him before the signing of the agreement, the hotel's or other provider's rules and regulations, as well as the transporter agencies' and the official authorities' rules and laws. The customer shall also adjust to advice given by the organizer such as time and place of meeting during the tour, as well as the advises the tour operators gives in accordance of unforeseen events during the tour. The individual participant on the tour must not present himself or herself in such way it is disturbing the other participants or creates a safety or practical problem to the organizer.

The organizer is entitled to reject a participant at the start of the tour if the participant's behavior or state makes it obvious that he is unable to fulfil the demands in this section. Foul breaches of these terms after the relation is pronounced, entitles the organizer to refuse the specific participant further participation on the tour. The organizer is then without any liability for additional fees in accordance to the change of the return travel. The rejected customer is without right to demand refunds of the unused tour days. The customer is obliged to abide the organizer's prospective regulations of the confirmation of return tickets on charter flights. If this is not withheld, the reserved seats cannot be estimated use.

Furthermore, the customer is obliged personally to stay orientated of prospective changes in the times of arrival by contacting the organizer's representative if the customer has removed themselves from the travel company or in any other way made themselves unavailable for the last 24 hours prior to the arrival. The customer is obliged to pursue the organizer's encouragements to read the organizer's notions, visit information desk or reception, as long as this does not ensure unnecessary hassle or problems for the customer. The customer can be made liable for losses or additional expenses that are inflicted the organizer due to foul breaches of these terms and conditions.

The customer is responsible for destructions etc as following regular indemnification

regulations. The one who books a package tour on the behalf of others, is obliged to ensure that the other participants are able to follow the regulations set down by the organizer, and that the specific package tour is of such a nature that the others may participate without endeavor to themselves or others.

The activities Global Surf offer, involves a certain risk of damage of both person and equipment, even with observation from our guides and/or instructors. Each participant must submit to instructions from Global surf and our instructors/guides to ensure safety and comfort to each and every participant.

Global surf, as well as the instructors and guides Global surf uses, cannot be held responsible for prospective accidents/personal injuries during the stay.

Your participation in any and all activities, facilities, programs, and services provided by Global surf is at your own risk and you assume full responsibility for your choice to use and/or apply the information or instruction you receive and assume any and all risk of injury, illness, damage, loss, or expense that might result.

It's the participant's own responsibility to ensure that he/she has a valid travel insurance (section 5.0). If the equipment is damaged, every participant is obligated to report the damages and cover the cost if these damages are due to carelessness from the participant.

Furthermore, it is the participant's own responsibility to bring a valid passport and visa (section 5.1) as well as the correct vaccinations. If you are uncertain of needing vaccinations, contact the nearest medical centre.

- **CONFLICT MANAGEMENT**

By claims of compensations, the customer shall be informed of the complaint procedure and that if the complaint is not accommodated or that the parties agree, the case can be brought to the court of law in the state of Israel.

- **EQUIPMENT RENTAL LIABILITY**

When renting equipment from Global Surf, the person renting the equipment is personally responsible for the equipment, and for delivering the equipment damage free. The person renting the equipment is also personally responsible for the use of the equipment. Global Surf is not responsible for the use of the equipment, the choice of surf spots or the surf conditions. The use of the equipment is strictly at your own risk.5

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