

# STA SURF TOURS TERMS AND CONDITIONS

## 1. ORGANIZATION

1.1. Please note that SURF TRAVEL ACADEMY (STA) serves as a promoter for the services and programs offered by our PARTNERS. All bookings made with transportation, accommodation, and other service providers are solely the PARTNER's responsibility and are subject to their respective terms and conditions and the limits of liability set forth by the PARTNER and their service providers.

1.2. By signing up for a surf tour program, the CLIENT agrees to the specific conditions of participation in the trip, which complement these terms and conditions.

1.3. STA shall not be held responsible for possible situations such as death, bodily injury, damage and/or loss and/or luggage delay in the services provided by other service providers mentioned above.

1.4. By booking a trip through STA, the CLIENT acknowledges and accepts all the terms and conditions established.

## 2. RESPONSABILITY

### 2.1. RESERVATION

To enroll for the surf trip, the CLIENT must pay a reservation fee (percentage varies per tour) and fill out the provided form. STA will consider the enrollment valid only after these two steps are complete. Once STA confirms the reservation via email, the reservation will be effective. STA will then make the reservation with the PARTNER on behalf of the CLIENT.

## 2.2. PRICE

The prices displayed on STA surf tours are determined by the base cost set by the PARTNER and the expenses of the Adventure Leader and exclusive activities included in the program.

The CLIENT will be informed if there is a price increase at the trip's destination. If the CLIENT wishes to cancel the trip due to this increase, they may do so, but the reservation fee will not be refunded.

## 2.3. CANCELLATION BY STA

Please note that STA reserves the right to cancel the surf tour if the minimum number of participants required is not met. In such a scenario, the CLIENT will be notified of the cancellation via email at least 30 days before the start of the trip. The full amount paid to STA will be refunded to the customer, except for any other payments made for services purchased from third-party providers. Alternatively, the CLIENT will be given the option to reschedule the trip for another date.

STA may change or cancel the CLIENT's reservation due to operational requirements or circumstances beyond its control.

STA will contact the CLIENT in advance if the surf tour changes or a cancellation occurs. The CLIENT will be notified at least 30 days before the surf tour starts, unless STA cannot comply with the established period due to reasons beyond its control.

If the change or cancellation by STA is due to reasons of force majeure such as war or threat of war, political instability, armed conflicts, riots, serious protests, terrorism, natural disasters (such as fires, public health risks, epidemics, bad weather conditions, floods, earthquakes, typhoons, tsunamis, among others), STA will refund the trip to the CLIENT. However, STA may withhold some costs incurred due to the cancellation.

STA is not responsible for any additional costs or travel plans impacted by date changes or cancellations.

## 3. DETAILS AND CONDITIONS

3.1. Besides the provided conditions, we advise the CLIENT to review the proposed surf tour program. STA's liability is limited to the terms and information available at the time of reservation.

3.2. No refunds will be made for meals, accommodation, excursions or delays that may arise beyond STA's control.

3.3. All costs related to accommodation damage or extra cleaning fees are the CLIENT's responsibility, who must report any issues to the Adventure Leader or accommodation service.

3.4. STA promotes surf tours that are always different, so it is common for them to be adjusted according to the dynamics of the group or to improve the program. If there are changes or circumstances beyond STA's control that make it necessary to make changes, the CLIENT entrusts us with this.

## 4. OTHER RESPONSIBILITIES

Once the CLIENT pays the initial reservation fee, they are giving authorization to STA to handle all the necessary steps required to carry out each surf tour with the PARTNER on the CLIENT's behalf. These steps will be following the terms and conditions set by the PARTNER.

## 5. CLIENT RESPONSIBILITIES

### 5.1. BOOKING

Once the CLIENT has paid the reservation fee for the trip within 2 days of booking, an email from STA confirming the payment will be sent to the CLIENT. This confirmation email will indicate that the CLIENT'S reservation has been confirmed.

If the CLIENT has any special requirements, such as dietary needs, it is important to indicate them when filling out the booking form. However, STA cannot guarantee that these requirements will be met, nor can it assume liability if the PARTNER cannot fulfill the CLIENT's requests.

### 5.2. PAYMENT OF THE REMAINING AMOUNT

The CLIENT will pay the remaining amount of the surf tour up to 60 days before the trip's starting date (unless otherwise indicated due to the characteristics of the surf tour or

the PARTNER). If requested, the PARTNER may issue a receipt for the total amount paid by the CLIENT.

### 5.3. CANCELLATION BY THE CLIENT

The CLIENT may withdraw from the surf tour up until the start date. To cancel, the CLIENT must email STA and wait for confirmation.

In case of cancellation by the CLIENT, the reservation fee is non-refundable. However, the CLIENT can use it for another available date within the current year.

### 5.4. CHANGING RESERVATIONS

If, after confirming the reservation, the CLIENT wishes to change the same trip to an alternative date, they may do so subject to availability and as long as that date is available in our offer.

If the CLIENT desires to modify their reservation after STA has confirmed it, and it is within 45 days before the start of the surf tour, it will be viewed as a cancellation, and the cancellation policy will be applicable.

The client can transfer their reservation to someone else. However, if STA has already incurred costs related to the booking, those expenses will be charged to the client.

## 6. TRAVEL DETAILS

6.1. It is essential for the CLIENT to be familiar with what is included and excluded from the travel program. If the CLIENT decides not to avail of any activities, accommodations, transportation, meals, or other services offered, STA will not be liable to reimburse the CLIENT. The number of nights booked will be counted from the first day of the trip until the last day, and any additional nights outside of the program cannot be exchanged for program nights. No refund will be given if unforeseeable circumstances beyond STA's control, such as transportation delays, unexpected closures, weather conditions, or other factors, make it impossible to carry out the travel program.

6.2. Please note that STA cannot be held liable if the venues scheduled to be visited are closed without prior notice, if there are any delays or alterations to transportation, or if weather conditions, terrorism, or any other unforeseeable circumstances arise and prevent the CLIENT from attending or using them.

6.3. STA is not responsible for transporting the CLIENT's luggage, and the CLIENT must handle it themselves. If available, the CLIENT can obtain on-site luggage transportation services but will be responsible for any associated costs.

6.4. At its sole discretion, STA reserves the right to decline or revoke the booking of any individual who fails or refuses to comply with the Terms and Conditions mentioned herein. In the event of any CLIENT being removed from the surf tour, STA shall not be held responsible for any costs incurred. The CLIENT acknowledges that they will not hold STA or the PARTNER accountable for any action under the Terms and Conditions.

6.5. Please note that STA will not be responsible for any costs or travel outside the surf tour program, unless it is explicitly stated in the travel program. Throughout the entire tour program, the Adventure Leader will accompany the group from the first day to the last day. Beyond that, the CLIENT will be responsible for their own safety, and STA will not be held liable. If the CLIENT wishes to carry out any activity not included in the program, they may do so at their own risk and expense. Please be aware that STA is exempt from any liability during such activities.

6.6. The CLIENT acknowledges that the Adventure Leader holds supreme authority over all decisions made during the trip. The CLIENT agrees to comply with all rules and regulations the Adventure Leader sets, including the strict prohibition of illegal substances and weapons. Failure to comply with the rules and regulations or to maintain a good atmosphere amongst the group members may result in the immediate and permanent exclusion of the CLIENT from the trip, as determined by the Adventure Leader and STA. In the event of such exclusion, STA will not be responsible for expenses such as flights, transportation, meals, and accommodation, among others.

6.7. It is essential for the CLIENT to have a valid passport that is valid for at least 6 months after the return date, as well as any necessary visas, personal travel insurance, permits, certificates, and vaccinations required for the surf tour. The CLIENT must also comply with all applicable laws in each destination.

6.8. Regarding safety regulations during the surf tour, the CLIENT must comply with them to ensure that in case of an accident or incident, the insurance coverage is not voided due to negligence on the CLIENT's part.

6.9. STA reserves the right to photograph and film the CLIENT during the experience, as well as having access to all images and videos published by the CLIENT regarding the

surf tour so that they can be used as promotional marketing for STA on social or other platforms, without any special authorization or additional costs being required by the CLIENT. If the CLIENT does not wish to be photographed or filmed, or give access to his/her materials, he/she must inform the Adventure Leader at the beginning of the trip.

6.10. If the CLIENT wishes to file a complaint with STA, they should do so during the trip to the Adventure Leader. The Adventure Leader will make every effort to resolve the issue on the spot. If the problem is not resolved, the client has the right to file a complaint by email to STA within 10 working days after the end of the surf tour. STA will analyze the complaint and take appropriate action. Any complaints received by STA after this period will not be accepted.

## 7. INSURANCE

The CLIENT must purchase travel insurance, which may or may not be purchased with the STA's help. The insurance must be adjusted to the duration of your trip, destination and type of activities. By not taking out travel insurance or purchasing inadequate travel insurance, the CLIENT automatically releases STA, the PARTNER and the service providers from any and all liability for the risks and consequential costs incurred by the CLIENT due to not taking out the recommended protection.

## 8. ILLNESS OR ABSENTEEISM

If the CLIENT cancels the surf tour after it begins due to illness, STA will not provide any reimbursement. There will also be no reimbursement in the event of absenteeism.

## 9. WHAT IS NOT INCLUDED IN THE TRAVEL PROGRAMS

Services not included in the surf tour program, such as international flights, are not part of the final trip price. Refer to each surf tour for complete details of what's not included.

## 10. WEATHER CONDITIONS

Under no circumstances can STA be held responsible for weather conditions, and the CLIENT will not be allowed to cancel or change the trip based on weather conditions.