

SURFING PERSIA Booking Terms & Conditions

Thank you for booking and travelling on with SURFING PERSIA.

These Terms and Conditions apply to any travel products and services purchased from SURFING PERSIA, and govern the contractual relationship between you and SURFING PERSIA with respect to any such travel products and services.

Your contract is with SURFING PERSIA. This Company's registration number is 126-21387 and its registered office is: Safarhaye Bartare Donya Tour & Travel Agency, G104, first floor, Zeytoon Complex, Paramount Crossroad, Shiraz, Iran.

P.O.BOX: 7133897646.

Please read these Terms carefully before book a SURFING PERSIA Tour:

The Client or 'you' – Is the person whose signature and details appear on the booking form.

“Tax” or “Taxes” means any sales taxes or value added taxes.

The Date of arrive in Iran – Is the date of starting the tour.

If you have confirmed a booking on any Products you shall be deemed to have accepted these Terms and Conditions on behalf of all clients named in the booking (including minors and those under a disability) and travelling on or otherwise participating in any Products (hereinafter “you”, the “Client(s)”), and by such travel or participation all passengers indicate their assent to these Terms.

THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when SURFING PERSIA has received the applicable deposit from the Clients and the Clients have received the invoice of such booking by this company.

Any client confirming a booking on any Products with more than one client warrants to SURFING PERSIA that:

- i) They have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking.



- ii) The information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with SURFING PERSIA for the purposes of completing the booking.
- iii) They will inform all other named clients of the applicability of these Terms to the booking and the Clients' relationship with SURFING PERSIA.

SPECIAL REQUIREMENTS

SURFING PERSIA will endeavor to accommodate the special requests of Clients, but we are not liable for any failure to accommodate or fulfill such requests.

YOUR DETAILS

To confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. The Company reserves the right at any time to require the Client to produce a doctor's certificate, certifying that the Client is fit to participate in the tour. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Your booking cannot be confirmed without provision of these details.

PRICES, SURCHARGES AND TAXES

Due to the nature of travel the prices are subject to change at any time. Even Before or after booking confirmation, up to 30 days before the departure.

After a Confirmation Invoice has been issued by SURFING PERSIA to the Client, SURFING PERSIA reserves the right to impose surcharges on any Product(s), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Products. SURFING PERSIA shall provide notice to the affected Client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.



Liability

Changes, revisions, or other amendments may be made in any “SURFING PERSIA” brochure or on the “SURFING PERSIA” website before a contract is concluded, and such changes, revisions or amendments shall be incorporated as amendment.

The client acknowledges that due to the changing nature of travel, they are responsible for keeping up to date on the details of their travel on the “SURFING PERSIA” website.

Deposits and Payments

Your reservation is confirmed upon our receipt of requested deposit.

- Final payment — Final payment is due in our office 30 days prior to departure.
- Late bookings — late bookings are accepted up to the day of departure if permitted subject only to space availability.
- Electronic Documents — Documents will normally be issued 15 days after final payment and will be sent to you by email.

SURFING PERSIA reserves the right to change dates, itineraries and prices due to errors or misprints and also major price increases in air tickets, accommodation and other services.

Booking Conditions (Group and Tailor-made Tours)

1. The Booking Form:

1.1 To make a booking for a package of Iran Tour or a tailor-made trip the Client(s) must select a package or complete Plan My Trip on the website. In some circumstances we will contact you for temporary payments where certain services such as accommodation and flights have to be secured in advance.

2. Balance of Payment:

2.1 In the case of international payments the Client will ensure that the full amount is received by the Company after all bank charges have been levied.

3. Failure to pay the Balance of Payment:



If the balance of the monies due from the Client to the Company is not paid 45 days prior to departure, we will treat the Contract as cancelled by the Client and retain the deposit (where applicable).

4. Passports, Visas & Health Matters:

Passports, visas and insurance must be arranged prior to the departure. If you are unable to travel due to not having or not being able to obtain the appropriate visa, we reserve the right to retain the cost of the trip. If we are arranging your visa for an administration fee and this is refused, the administration fee will be non-refundable.

5. Cancellation by the Client:

5.1 Cancellation & Refund Policy

If you cancel your tour for any reason including medical or personal reasons, cancellation fees will apply and it is applicable based on time that we receive your **written cancellation request**.

Cancellation Fee Based on Time of Cancellation

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

- 25-35 days before departure – 30% of the tour price.
- 19-25 days before departure- 50% of the tour price.
- Less than 19 days departure – 100% of the tour price.

All cancellations must be in written and be made by the person who signed the booking form.

Deposits are non-refundable.

- a) 45 days or more prior to departure – loss of deposit
- b) 30-45 days before departure – 30% of tour cost
- c) 15-30 days before departure – 60% of tour cost
- d) Less than 15 days – 100% of tour cost

All cancellations must be in writing and be made by the person who signed the booking form.

5.2 Any payments for flights are non-refundable.



5.3 After the Departure Date, no refund for any unused portion or part of the tour or services.

If the client of their own volition makes any alteration to departure time or any part of the tour, such alteration will be entirely at the client's expense and liability, and the client should forthwith communicate with SURFING PERSIA.

6. Cancellation by the Company:

6.1 The Company reserves the right to cancel the Client's tour, however, the Company will normally not do so, unless forced to do so due to unforeseen circumstances such as flight cancellations, civil or political unrest or force majeure.

6.2 In the event of cancellation caused by unforeseen circumstances such as flight cancellations, civil or political unrest or 'force majeure'.

6.3. The tour price will be refunded after deduction of monies paid for cancellation charges may apply for flights, hotel reservation and visa. In addition, 10 percent of the total price.

6. 4 In the case of any cancellation, the Company will not accept liability for any incidental expenses that the client may incur as a result of cancellation or for any other loss or damage howsoever caused arising out of cancellation.

8. Surcharges:

8.1 The price of your holiday is subject to surcharges on the following items:

Government action, currency, fuel for road vehicles and increase in scheduled airfares and hotel charges.

8.2 Prices quoted by the company are subject to change; if the flight price has increased at the time of booking we reserve the right to pass this surcharge to the client.

9. Transfer of booking by the Client:

9.1 If prior to 90 days before departure, the Client wishes to transfer from the tour they have booked to another available one, a transfer fee of €50 is payable.



9.2 Any transfer made by the Client later than 90 days prior to departure will be subject to the Company's discretion and subject to a €50for administration fee and any additional costs incurred by the Company in respect of that change.

If for any reason the Company deems the transfer unfeasible then conditions relating to cancellation by the Client apply.

10. Changes by the Company:

10.1 It is unlikely that the Company makes any changes to our published itineraries, but the arrangements are planned in advance. Occasionally, changes may occur without prior notice, which the Company reserves the right to do, at any time.

10.2 The Client should agree that the nature of the itineraries offered by the Company require a degree of flexibility and that the contents and timings of the tour (including the arrival time at the tour's destination, changes in route or method of transport) may be materially and consequentially effected as a result of Force Majeure, weather, local political conditions, natural disasters (including landslides, quakes and severe flooding), strikes, entry or border difficulties, mechanical breakdowns, flight cancellations, sickness or other unforeseen circumstances. You must be prepared to accept this flexibility and to accept that we cannot be held responsible for delays and alterations in the schedule, or for expenses incurred as result of any delay or alterations arising from any such circumstances.

10.3 We inform you any occurred changes we will contact you by your email.

10.4 If a major change to an itinerary is necessary prior to commencement of the tour – including a date change – the Client will have the choice of either accepting the change of arrangements, taking another available tour from the Company, or cancelling the tour and the cancellation conditions will apply to them.

10.5 However the Company reserves the right to alter itineraries after departure, without refund if it is believed by the Company to be in the interest of the client to do so.

If an itinerary has to be changed during a tour, it will be up to the Company to decide the new itinerary.



Should a Client choose not to participate in the revised itinerary they will be asked to sign off the tour, and although all reasonable help will be given to facilitate their personal plan, no refund or compensation will be payable in respect of any unused hotel accommodation, air tickets or any other services on a Tour.

11. Company & Client Responsibility:

11.1 The Client's booking is accepted on the understanding that they realize the potential risks and hazards that can be involved in tours of this kind including injury, loss or damage to property, discomfort and inconvenience.

The Client also realizes that they may travel to remote areas where possible problems may include: forces of nature; terrorism; civil unrest; war and accidents.

11.2. Our responsibility will start upon your arrival in Iran, usually at the airport in the city at the beginning of the trip.

We are not responsible for any additional expenses and potential risks incurred by you in getting to the meeting point.

12. Travel Insurance:

12.1. The Client will effect and maintain sufficient and appropriate medical expenses. The tour is a journey of a hazardous nature and the Client must be satisfied that such insurance covers:

- Medical expenses & Hospitalization abroad, except aesthetic treatments, chronic ailments or illnesses existed prior to the inception date of the policy (except emergency cases, and hospitalization more than 24 Hours)
- Emergency dental care; it is restricted to treatment of pain, infection and removal of the tooth affected.
- Emergency return home following death of a close family member or serious illnesses.
- Transport or repatriation in the case of illness or accident.
- Repatriation of mortal remains.
- Legal Assistance.
- Repatriation of family member traveling with the insured.
- Loss of passport, driving license, national identity card abroad.



- Loss of registered luggage Benefits of this clause and previous one cannot be accumulated.

12.2. The insurance policy and the receipt of premiums paid there under will be produced to the Company prior to departure and to the tour guide on the first day of the tour. If you join the holiday without adequate insurance you may not be allowed to continue on the holiday, with no right to refund. If circumstances give rise to a claim the client will forthwith pursue his remedies under such policy.

12.3. Travel insurance is compulsory for all our travelers and should be taken out at the time of booking.

13. Acceptance of Risk:

The Client acknowledges that there is a significant element of personal risk in participating in the tour. The Client accepts and consents to the personal risks inherent in the implementation of this Contract, and accepts the limitations of the Company's liability set out herein as being reasonable. It is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You also acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

14. PASSPORT AND VISAS

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip.

Your passport must be valid for at least 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the website for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.



15.FLEXIBILITY

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

16. Tour Guide:

The Company will appoint a Professional Tour Guide. The tour guide has absolute discretion and authority to secure implementation of the company's obligations.

17. CHANGE OF ITINERARY

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary in emergency situations.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

You must at all times comply with the laws, customs, foreign exchange and drug regulations, and you also agree to travel in accordance with our responsible travel guidelines.

18. General Conditions:

18.1. No person, save with the express permission in writing of the director of SURFING PERSIA Tour Operator has the authority or is empowered to waive or vary any of the conditions.

18.2. This Contract shall be construed in accordance with Iranian law and the parties irrevocably submit to the exclusive jurisdiction of the Iranian Courts to settle any disputes, which may arise out of or in connection with this Contract.



19. OPTIONAL ACTIVITIES

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way.

20. CLAIMS & COMPLAINTS

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If the tour guide does not solve the problem, please contact us immediately at +45 86 22 71 81 (outside opening hours are used +45 23 46 15 81).

21. PHOTOS AND MARKETING

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

22. PRIVACY POLICY

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip.

23. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and alter the terms and conditions at any time, and it is the Clients responsibility to be familiar with them. The latest terms and



conditions can always be found on the Company website www.surfingpersia.com and will supersede any previous versions.

