



Water Expeditions Ltd  
Le Morne Brabant  
91202, Mauritius

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## **TERMS AND CONDITIONS**

Water Expeditions Limited is a private limited company incorporated under the laws of Mauritius, bearing Business Registration No. C16137960, and which registered office is at Villa Mon Reve, Morcelement Cambier Le Morne, Mauritius (“**Water Expeditions**”). Water Expeditions specialises in the organisation of sport expeditions and trips in Mauritius and around the World.

1. **Application** – These Terms and Conditions shall apply to the Services provided by Water Expeditions to you and to the relationship between Water Expeditions and you from the date you have signed the Terms and Conditions herein.
2. **Declaration Form** – The Declaration Form signed by you and the information and terms contained therein are incorporated by reference into these Terms and Conditions.
3. **Services** – The Services provided by Water Expeditions consist of (i) the organisation of Sport expeditions and coaching of the Sport chosen by clients, and (ii) if applicable, arranging, booking, paying for transfer facilities and accommodation.
4. **Sport** – The sports offered by Water Expeditions are dangerous and risky and/or extreme by nature. The Sports offered are kite surfing, stand up paddle, yoga, fre-diving and surfing.
5. **Skills and Experience** - The Sports offered by Water Expeditions as part of its Services are suited to persons who are very experienced and skilled in the specific Sport which they have in the Declaration Form selected to practice with Water Expeditions only. You confirm that you have the required level of experience and skills in the Sport chosen. You confirm that you are well aware of the risks inherent to the Sport you have chosen both in terms of accidents which could happen in the course of practice of the Sport and which could cause severe personal injury to you and weather conditions required to enable the safe and/or proper practice of the Sport.
6. **Fitness to Practice** – You confirm that you are physically and mentally fit to practice the Sport chosen, and that you are not aware of any condition or disease which you may have, which could put you, your health or other persons at risk by the simple practice of the Sport. You confirm that you are not undergoing any treatment, medical or otherwise, which could put you, your health or other persons at risk by the simple practice of the Sport.

7. **Third Parties** – If as part of the Services, Water Expeditions is to organise flights, transport or accommodation for you, you undertake not to cause any damage to the premises you will be occupying nor cause any loss or injury to any person with whom you come in contact during the expedition and to comply with the laws and regulations of the country of the expedition. You undertake to always comply with the rules and regulations of the premises which you occupy and the instructions given to you by third parties. Water Expeditions shall not be liable for any personal injury or damage caused to, or loss incurred by, resulting from the negligence or other wrongful act or omission of a third party (including the transport and accommodation providers).
8. **Equipment** – You undertake to bring your own equipment which is necessary for the proper practice of the Sport. If in exceptional circumstances, you are in need of equipment for the proper practice of the chosen Sport, such equipment shall be rented by Water Expeditions to you. Water Expeditions shall not be liable for anything which may result from you not having the required equipment or from you not being able to use your equipment. You shall make use of the equipment provided by Water Expeditions in a reasonable and careful manner.
9. **Safe Practice** - You agree to always comply with the instructions given to you by Water Expeditions and any of its employee, agent or subcontractor and you undertake to practice the Sport chosen in a reasonable and safe manner so as to not to cause personal injury to others, not to endanger their lives of others nor to cause damage to their property.
10. **Force Majeure** - You acknowledge that the practice of the chosen Sport may be delayed, postponed or canceled upon the occurrence of an event that is beyond the reasonable control of Water Expeditions, including without limitation, acts of God, cyclones, exceptionally strong winds, lack of wind, exceptionally big waves, insufficient waves, exceptionally high/low tides, strong currents, long lasting heavy rains, fog, fires, floods, explosions, riots, wars, sabotage, terrorism, vandalism, accidents, governmental acts, injunctions, strikes. In the event that a Force Majeure event results in the cancellation of part or all of the Sport Expedition, Water Expeditions may but shall not be obliged to give to you a voucher representing part of the price paid by you for the expedition and/or the tip, which you may use in the future as payment for further Services.
11. **Insurance & Travel**– You confirm that you hold a valid travel, medical, repatriation and public liability insurance which shall cover you for any injury sustained by you during the duration of the expedition and for the practice of the Sport in the location chosen and for any injury or loss or damage caused by you to others during the expedition and the trip (if applicable). Water Expeditions shall not be liable for any claim, loss or damage resulting from the absence or lack of proper insurance cover in accordance with these Terms and Conditions.
12. **Declaration of Truth** - You declare that all the information provided by you in the Declaration Form is true to the best of your knowledge. You undertake to inform Water

Expeditions of any change in the information provided by you in the Declaration Form up until the end of the expedition and/or trip.

13. **Payment** – You shall effect payment of the price of the Services as follows: **50%** within 7 days of signing these Terms and Conditions, and **50% 30x** days prior to the starting date of the expedition.

Payment shall be effected via Bank Transfer to **Water-expeditions bank account annexed.**

14. **Cancellation policy** – Cancellation of your booking shall result in the following cancellation fees which shall from the date of cancellation become the property of Water Expeditions:

- Cancellation made 90-75 days prior to commencement of services: 20% of the total price
- Cancellation made 74-30 days prior to commencement of services: 50% of total price
- Cancellation made 29-0 days prior to commencement of services: 100% of total price

15. **Jurisdiction and Governing Law** - These Terms and Conditions shall be construed in accordance with the laws of the Republic of Mauritius. Any dispute arising out of or in relation to these Terms and Conditions and/or the provision of the Services to you, including any dispute of a tortious nature, shall be submitted to the exclusive jurisdiction of the Mauritius Courts.

**I hereby declare having read and accepted the above Terms and Conditions:**

**Signed:** .....

**Dated:** .....