

# ALLGEMEINE GESCHÄFTSBEDINGUNGEN

The terms and conditions are written in english, as we offer services to guests around the world. If you need help understanding the following content, please dont hesitate to contact us by e-mail: [smile@surf-spirit.info](mailto:smile@surf-spirit.info)

## 1. Agreement

When a booking has been committed and confirmed by Surf Spirit (operator), an agreement between the person who made the booking (participant) and Surf Spirit has been made. The person doing the booking is accepting the responsibility in a booking agreement for themselves, as well as prospective others that the person has booked accordingly. By booking on the behalf of others, it becomes the same person's responsibility to make the others aware, as well as get their acceptance of the terms and conditions.

If there is any change of substance in the booking confirmation of Surf Spirit, this confirmation represents a new offer. It builds the basis for the contract if the person who made the booking agrees through a clear declaration or through payment.

## 2. Payment

The Payment, which means the full amount of the package, for the journey is due up to 14 days after the booking has been made.

Cancellation fees recording to the cancellation requirements will be due for immediate payment.

If the trip is purchased less than 30 days prior to arrival, a full payment will be requested upon booking time.

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 customer are obliged to pay unless you commence a written cancellation in accordance of the terms. If the terms of payment listed above are not withheld, Surf Spirit has the right to regard the booking as annulled, and can prospectively sell the booking to someone else.

### 2.1. 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 e-mails from [management@surf-spirit.info](mailto:management@surf-spirit.info) and [smile@surf-spirit.info](mailto:smile@surf-spirit.info) do not end up in the junk mail or marked as spam.

## 3. Services

Our contractual services are in accordance with the authoritative decription of services (brochure/catalogue/website) as well as the travel documents, particularly the registration and the confirmation. Additional agreements, special agreements, agreed special requirements of the travelling person have to be documented in the registration and, particularly, in the travel confirmation.

### 3.1. Change in services

Changes or deviations of individual travel services from the agreed upon content of the travel contract that occur after contract conclusion and are not caused by Surf Spirit against an act of good faith, are permitted to the extent that they are not major and don't impact the overall design of the booked trip.

The operator will notify the participant about a subsequent change of the package's price or a permissible change of an important part of the travel services immediately upon knowledge.

In the case of an extensive alteration of an essential service, it is the travelling person's right to withdraw from the contract or to require the participation in another journey that is at least equal in services offered, if the operator is able of offering such a journey without any additional charges to the travelling person.

#### **4. Participants right to change, cancel or refund**

Surf Spirit offers a 14-day return policy on this purchase and the participant will get the entire amount refunded if the participant do not want to keep the order. This is valid until 60 days prior to arrival date. Send us a written cancellation with the order number and your account number included, and we will refund the amount within 4 weeks from the cancellation date. All cancellations and refund demands must be sent in written form, by e-mail to [management@surf-spirit.info](mailto:management@surf-spirit.info)

After the 14 days has passed, the participant can cancel with the cancellation fees stated in 4.1.

#### **4.1. Cancellation with amends of the participant**

The date of which Surf Spirit receive the cancellation will be crucial for the amount of the amends refunded / the participants payment responsibilities. Cancellation in days before departure: Percentage of total amends refunded:

From 91 days or more to arrival; 85% (you will be charged 15 % of the total amount) 61-90 days to arrival; 70% (you will be charged 30 % of the total amount) 31-60 days to arrival: 50% (you will be charged 50 % of the total amount) Under 30 days to arrival: 0% (you will be charged 100 % of the total amount)

There will be no refund if the customer chooses to cancel the retreat after it has commenced, unless the cancellation is based on force majeure.

#### **4.2. Change of date**

Surf Spirit will do their best to change the date of a booking if this is a request from the participant for an administrative fee of 25 Euro. A change of date can be made up to 60 days before arrival.

A change of date beginning on the 59th day before arrival counts as a cancellation under the same conditions as outlined above and means a simultaneous re-registration.

An extended period of stay or the booking of additional services are, as long as they increase the travel price, for free. All that is charged are the surcharges. Precondition of every rebooking is the availability of capacity.

#### **4.3. Transfer of package**

The participant has the right to transfer the package to someone who fulfils the terms and conditions of participation in the package, for a fee of 25 Euro. The prerequisite is that Surf Spirit is notified within reasonable time before the retreat starts. The transfer will not be possible if the package also includes products from providers who forbid such transfer.

#### **4.4. Participants interruption of the journey**

If the participant does not call on individual travel performance duly offered to him due to reasons he is to answer for (for example a premature return trip or other compelling reasons), he has no claim to a proportionate reimbursement of the travel price.

#### **4.5. Unused services**

If a partial performance (sport session, tour, etc.) can not be received or just partly received

due to e.g. the weather, the participant has no claim to a proportionate reimbursement of the travel price.

#### **4.6. Defects after departure**

The retreat is deficit when it deviates from what is set or foreseen in the agreement, and that this is not due to the participant or conditions relating to him/her. Deviations from the agreement is not regarded a deficit if they are of less importance, or of a nature that the customer must assume it may occur from time to time. The same abides for deficits in natural conditions that the organiser is not able or should have been able to know or manage. The participant is obliged to claim deficits he/she experiences as soon as possible. If the deficits are detected after the start of the retreat, the participant must claim the deficit on the spot. Claims based on provision of travel services against the terms of the contract must be filed by the participant within a month after the contractually defined end of the journey. This must be made in writing. Otherwise the prospective rights of the participant expire after one month.

#### **5. Cancellations of the operator**

Surf Spirit can cancel a retreat or partial services without observing a notice period before and after the departure if:

it is not enough participants signed onto a tour (notice period given of 4 weeks), the conditions at the destination makes it unadvisable to travel due to risk of the traveller's life and health,

force majeure conditions that was impossible to foresee when the agreement was entered, and makes it difficult or unadvisable to execute the tour,

the participants default of payment exists and despite a written reminder does not immediately fulfil its obligations.

If a cancellation is necessary, Surf Spirit is obliged to execute a written notification as soon as they are aware the conditions that makes the cancellation a fact. A cancellation entitles the participant to receive the full amount paid to Surf Spirit for the package.

#### **6. The commitments of the parties**

##### **6.1. The commitments of the operator**

The operator shall execute the retreat accordingly to what is agreed with the participant. If unforeseen conditions still makes it necessary to make changes in the retreat, the operator shall within reason make sure that the participant experience has the least possible implications. The operator shall as soon as possible inform of conditions that he understands or should understand, is of importance to the participant. He must in coherence to this, ask the participant the questions that are necessary to fulfil the obligation to inform. If the participant states deficits at the retreat, the operator is obliged to do what is reasonably possible to correct the deficits as soon as possible.

##### **6.2. The commitments of the participant**

The participant is obliged to read and understand the terms and conditions. The participant is obliged to gain 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 must bring the original Parent Declaration in signed form and deliver to the camp manager upon arrival. The operator has the right to reject a guest if he is without the necessary documents.

The participant furthermore obliged to adjust to the operators own regulations as they are presented to him before the signing of the agreement. The individual participant at the retreat

must not present himself or herself in such way it is disturbing the other participants, or creates a safety or practical problem to the operator.

The operator is entitled to reject a participant if the participant's behaviour 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 organiser to refuse the specific participant further participation on the retreat. The operator is then without any liability for additional fees in accordance to the change of the return travel. The rejected participant is without right to demand refunds of the unused retreat days.

The one who books a retreat on the behalf of others, is obliged to ensure that the other participants are able to follow the regulations set down by the operator.

The activities Surf Spirit offers, 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 Surf Spirit and our instructors/guides to ensure safety and comfort to each and every participant.

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

The participation in any and all activities, facilities, programs, and services provided by Surf Spirit are at own risk and assume full responsibility for the choice to use and/or apply the information or instruction received 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. If the equipment is damaged, every participant is obligated to report the damages on the spot 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 as well as the correct vaccinations

## **7. Limitation**

Claims asserted by the traveller in accordance with articles 651c-f BGB for losses resulting from fatal injury, bodily harm or damage to health, if they arise from a deliberate or grossly negligent breach of duty on the part of the operator, lapse according to the statute of limitations after 2 years

## **8. Travel insurance, health and visa**

Every participant is individually obliged to acquire a travel insurance that covers medical treatment. The activities that are offered through Surf Spirit include a certain risk (even with the presence of instructors/guides), and it is the customer's own responsibility to make sure their insurance covers the activities Surf Spirit offers at the given destination. Through completing the booking, the participant is releasing Surf Spirit and all of its officers and/or employees, including agents, from negligence and any further legal action by any party. It is the participants own responsibility to make sure that he/she has the right information/documentation regarding visa regulations.

## **9. Validation**

These Terms and conditions of bookings of Surf Spirit is valid from the 01.05.2017.

### **9.1. Invalidity of individual regulations**

The invalidity of individual regulations within the travel contract does not result in the invalidity of the entire contract.

## **10. Operator**

Surf Spirit UG (haftungsbeschränkt) & Co. KG  
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Geschäftsführung: Nils Schlüter, Dana Grote  
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