

1. SCOPE/CONCLUSION OF THE TRAVEL CONTRACT

These conditions apply to all legal relationships between customers, business partners and travel agents (participants) with the SURFinn Vieux Boucau / Biencuit S.A.R.L. (organizer).

When reserving and registering for one of the products and activities described on our website, the customer automatically agrees to the following terms and conditions. The registration may be made in writing, verbally, by telephone or by screen system. Registration shall also be valid for all participants listed in the registration, for whose contractual obligations the applicant is liable just as for his own obligations, unless he explicitly and separately declares otherwise.

2. REGISTERING/DOWNPAYMENT

After registering for a vacation / other activity the participant will receive a confirmation. This confirmation may be sent via email.

With every reservation, a down payment of 30% of the total amount must be made. The remaining amount must be paid 6 weeks before arrival. When the reservation is done closer than 6 weeks before arrival, 100% must be paid. The reservation is official when the down payment or the whole amount has been paid.

3. PRICES/PAYMENT/SERVICES

All prices are being displayed in euros and need to be paid in euros. The prices as detailed on our website vary by season (high/mid/low). The prices are based on a stay of 7 nights, starting Saturday at 16.00 o'clock until Saturday the following week 10.00 o'clock.

Payment can be made in cash, online using PayPal or iDeal or by bank transfer.

The total amount includes all the services described and outlined in the offer. Exceptions and other agreements need to be specifically confirmed in written form, by SURFinn / Biencuit SARL. SURFinn / Biencuit SARL is allowed to imply small changes if they are necessary after having agreed to the contract and only if they are not specifically changing the average of the vacation.

4. DURATION OF STAY

Except when otherwise stipulated, duration of the stay is 1 week.

Check in: Saturday at 16.00 o'clock. Check out: Saturday 10.00 o'clock the latest.

If you wish to arrive earlier or if you would like to stay longer it is possible to store your luggage in one of the common areas.

The SURFinn has room for a maximum of 26 people.

A surf poncho and bedsheets, pillows and blankets are available for everyone.

All surf- and sportgear (like the standard surfboards, wetsuits, beach games, etc.) can be used for free, however, the renter respects and agrees to the terms of use, outlined by SURFinn / Biencuit SARL, before using them. Two exceptions:

1. High performance surfboards can be rented per week
2. Bikes can be rented per day or per week

5. BREAKFAST AND DINNER

Rental of a room includes breakfast every morning. We offer a special dinner three times per week and this is optional. There's no possibility to cook for guests within the SURFinn premises.

6. RESPONSIBILITY/LIABILITY ACCOMMODATION HIRE

SURFinn / Biencuit SARL has an insurance called Responsabilité Civile Professionnelle auprès de n° de contrat (third party insurance). SURFinn / Biencuit SARL advises every renter to not take any valuable items on holiday. SURFinn / Biencuit SARL cannot be made responsible for any loss, damage or theft of luggage of the renter.

7. RESPONSIBILITY/LIABILITY DURING THE SURF SESSIONS

During the surf lessons the participant benefits from the guaranty as stated in the third party insurance of SURFinn / Biencuit SARL. However, SURFinn / Biencuit SARL always advises the participant to book travel insurance for the stay. Surf guiding participation is at own risk. SURFinn / Biencuit SARL is never responsible for (deathly) accidents or injuries. The renter must be aware of the weather and water conditions and the possible consequences those imply, before going into the water to surf. The participant only enters the water during surf guiding if he/she is convinced that it lies within his comfort level of his surf skills at that moment. Next to the surf lessons it is possible to use the surf- and bodyboards. This is at the own risk and responsibility of the user. At the given moment, the renter himself makes sure that he chooses material which suits his level of surfing that the time. He is aware of possible risks and dangers with regards to the surf spot, the current in the water, the tide and the weather conditions. By using the material outside the surf lessons the renter states that he is capable of responsibly using the material independently. In case of damage, loss or theft of the material, the renter is responsible replacement and/or repair of the material.

SURFinn / Biencuit SARL will not return any money with regards to the surf lessons if those have to be cancelled because of bad/dangerous weather conditions. This also includes calm weather conditions which lead to no waves to surf or if the weather conditions lead to waves which are too dangerous to surf with regards to the level of surfing of the participants at the time.

8. RESPONSIBILITY/LIABILITY OF THE RENTER/PARTICIPANT/EXCLUSION FROM THE STAY

The use of drugs (as stated in article 627 du code de la santé publique) at the SURFinn is strictly forbidden. Ignorance of this prohibition shall lead to immediate exclusion of further participation or hire.

SURFinn / Biencuit SARL cannot be made responsible for any intentional damage or theft of objects caused by one of the renters/participants during his/her stay at the SURFinn.

In case of an early end of the booking or non-participation of one of the activities, because of whatever reason, SURFinn / Biencuit SARL will never pay back any money for the services not made use of. It is not possible to sign a complaint against the assigned and agreed price. It is the responsibility of the renter/participant to look into the price and agree to the price before reserving and to realize that the price includes a combination of activities.

Every renter/participant is attending at own risk. SURFinn / Biencuit SARL cannot be made responsible for problems which come up during the stay. SURFinn / Biencuit SARL is not responsible for accidents, damage or loss of items and people, death of participants in any imaginary way.

9. COMPLAINTS

According to Journal Officiel des Consommateurs Européens LI158 et des directions du Conseil, the renter/participant must file a written complaint which informs SURFinn / Biencuit SARL about any complaints or remarks which have to do with his stay and while making use of our services/activities of SURFinn / Biencuit SARL. All complaints must be send to the board of SURFinn / Biencuit SARL in written form within one month after departure.

SURFinn / Biencuit SARL cannot be held responsible for any loss of luggage or other items belonging to the renter/participant during his/her stay. If the items will be found later they can be send to the renter/participant, given that the renter covers the costs.

10. TRAVEL INSURANCE

We always advise the participant to book cancellation- and travel insurance after having registered with SURFinn / Biencuit SARL

11. MODIFICATION / CANCELLATION

A modification of a booking after confirmed reservation costs € 30 per booking and modification.

Every cancellation made by the renter/participant costs:

More than 60 day before arrival: loss of the down payment (30 % of the total amount)

Between 60 and 46 days before arrival: a payment of 50 % of the total amount

Between 45 and 21 days before arrival: a payment of 75 % of the total amount

20 days or less before arrival: a payment of 100% of the total amount

The official moment of cancelation will be the moment where we receive your cancelation. We must be notified written or by electronic means. It is possible to suggest another person that will come in your place.

12. CANCELLATION OF THE CONTRACT DUE TO EXCEPTIONAL CIRCUMSTANCES

SURFinn / Biencuit SARL has the right to terminate the travel contract with immediate effect if it is not justifiable for the participant to carry out the journey through force majeure (eg epidemics, storms, disasters, war) or unacceptable danger to the participant. Reimbursement of the payments will be made, considering the costs of the organizer.

13. OFFSETTING/RIGHT OF RETENTION

Complaints against SURFinn / Biencuit SARL can only offset with undisputed or legally binding claims. Likewise, the right to withhold a right of retention does not apply, unless their claim comes from this contractual relationship and is undisputed and legally established. An assignment of the participant's claims against the organizer from this contractual relationship is prohibited.

14. SEVERABILITY CLAUSE

Only these terms and conditions are applicable to the contract. Other terms and conditions will not be accepted and valid, even if the organizer does not explicitly object to them. Contrary terms and conditions of the participant are not recognized.

The invalidity of individual terms of this contract or of the general terms and conditions does not lead to the ineffectiveness of the entire travel contract. Rather, it must be replaced by one which comes closest to the agreed upon.

15. JURISDICTION

All disputes arising from this legal relationship are governed by French law. In addition, if a participant / tenant is a consumer, the mandatory consumer protection act, applicable in the country in which the participant / tenant is resident, are applicable.

CONTACT

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