

ANDREIA BERNARDES +351 **917861656 RUBEN AFONSO** +351 **911986083**

book@madeirasurfcenter.pt

WWW.MADEIRASURFCENTER.COM

ESTRADA DA CALÇADA Nº38 9240-218 SÃO VICENTE, MADEIRA PORTUGAL

RNAAT 295/2020 COORDENADA GPS NIF 515733113 32.8000079, -17.0459034



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

- 1. The cancellation or change of schedule of booked lessons with less than one-month prior notice shall not entitle the customer to the refund of charged booking amounts.
- 2. In case you are entitled to refund max refund amount shall be up to 50%.
- In case of no-show or arrival in the middle of the lesson, the customer shall not be entitled to a refund. If the customer arrives in the middle of the lesson and requests a change or cancellation, he/she shall not be entitled to the refund of half of the total amount paid for the missed lesson. To avoid paying two lessons, please respect the schedule.
- You may request to change the day of your lesson, provided you do so at least 48 hours prior to the scheduled time. In order for us to analyse the feasibility of such change, you shall send us your request to the following email address: book@madeirasurfcenter.com.
- 5. All experiences cancelled due to bad weather will be postponed to a later date or provided via other services made available by MADEIRA SURF CENTER.
- Any transfer fees or bank commissions charged by banks shall be borne by the customer. MADEIRA SURF CENTER will not cover these fees and commissions in case of cancellation of the booking.
- 7. PayPal payments shall be subject to payment of administrative fees by the customer. MADEIRA SURF CENTER will not cover these fees in case of cancellation of the booking.
- 8. If students negligently or deliberately lose, steal or cause irreparable damage to the equipment provided by us during lessons, the security deposit shall be fully charged.
- 9. If the equipment is accidentally damaged (broken, cracked, etc.) during a lesson, the security deposit made by the customer shall not be charged.
- 10. If the equipment is accidentally damaged during a rental, the security deposit made by the customer shall be partially charged. However, if the equipment is lost or irreparably damaged during a rental, the security deposit shall be fully charged (or, alternatively, the customer shall replace the lost or damaged board with another of the same value).
- MADEIRA SURF CENTER may change the price of the services and experiences it provides without prior notice. We will keep you updated through our website and our partners' sales channels. Bookings already made or contracted services shall not be subject to price changes without prior notice.
- 12. Disclaimer conditions unequivocally accepted by the customer when purchasing any of our products or services (where applicable):
 - As the parent or legal guardian of an underage participant, I acknowledge and accept the risks involved in surfing. On my behalf and on behalf of the minor, I agree that neither the owner of the company nor any permanent or temporary employee of MADEIRA SURF CENTER shall be held responsible or prosecuted for any damage arising from personal injury, including death and damaged or lost property, that the minor or I may sustain as a direct or indirect result of a surfing lesson.
 - I will take full responsibility for the equipment used in the surf experiences provided by MADEIRA SURF CENTER. Therefore, I promise to take proper care of the equipment and return it in the same conditions in which it was delivered to me, other- wise I shall be liable for paying the costs of the repair.

- 13. All lessons include insurance covering the accidents set out in these Terms & Conditions.
- During lessons, instructors may collect audio-visual content for the sole purpose of promoting our company on all its websites and sales channels or through our partners' own means of communication. Students (or their legal guardians) consent to this right of the company when booking and paying for the lessons.
- 15. Student participation in the experiences provided by MADEIRA SURF CENTER is at their own risk.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER



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FACEBOOK INSTAGRAM, TIKTOK, YOUTUBE
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TERMS AND CONDITIONS OF THE SURF EQUIPMENT RENTAL AGREEMENT/CONTRACT:

- By your signature on the SURF EQUIPMENT RENTAL AGREEMENT/CONTRACT, you indicate that you have read and accept all terms and conditions below. SURF CENTER, has arranged for you to rent surfing equipment, including but not limited to surfboards, wetsuits, surfboard bags, fins, bodyboards, surf skates and leashes. All persons renting and/or using rented items are required to sign **SURF EQUIPMENT RENTAL AGREEMENT/CONTRACT** and agree to the terms of this Agreement prior to rental.
- The renter or rental agreement holder ("The Renter" from now on) must be over 18 years old. The Renter will be responsible for the equipment preservation and they must have a valid ID or Passport.
- The undersigned is aware that surfing is an activity that involves the risk of injury or even death. Sport, specifically surfing carries with it a degree of risk to both people and property, even if enjoyed under proper supervision by qualified instructors. It is also a strenuous activity that requires those taking part to have a reasonable standard of swimming and fitness.

The undersigned hereby acknowledges that he/she is responsible for their own suitability to surf or participate in watersports and is hereby strongly encouraged to have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability. Whereas MADEIRA SURF CENTER takes all reasonable measures to ensure the safety and good condition of the equipment prior to rental period, the undersigned is responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. MADEIRA SURF CENTER does not seek to limit or exclude any liability for personal injury or loss of life which may occur as a result of its own negligence or that of its employees, officers or agents however, MADEIRA SURF CENTER assumes no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own, its employees, officers or agents.

- A full payment is required at the time of pick-up for any rented surf equipment.
- Depending on a board rented a 250€ to 500€ deposit must be paid (cash). This amount will be returned once the rented equipment is brought back, if there isn't any additional charge due to damaged items or extended time of usage without previous agreement.
- Renter's personal information will be only used to guarantee a correct service.
- 7. The Renter declares to be in good health conditions required for the practice of this sport. The Renter must always keep in mind our recommendations regarding their level and conditions of the beach.
- 8. The surf equipment will be picked up on the SURF CENTER and it will be taken back to the same place and time confirmed with the Lessor (SURF CENTER from now on "the Lessor"). Any severe breach of the schedule will be charged with an extra payment of 20 €, equivalent to half day rental price. Return of equipment before the scheduled time will not imply any refund or discount.
- The Renter must be insured with sufficient coverage for any possible scenarios that could happen while the duration of the rental. The lessor is not responsible for any accidents, injuries, or any other damage happened to the Renter or anyone/anything else during the rental period.
- 10. The Renter must take care of the equipment and take the necessary measures to protect it. E.g. not leaving the board facing the sun, not sitting on the board if it is on the sand/a rock.

- 11. The rental does not include wax an extra charge of 5€ will be added to the total price if required.
- The rental does not include car roof rack for car transportation an extra charge will be added to the total price if required.
- 17 It is totally forbidden to lend, sell or exchange the rented surf equipment.
- The Lessor could end unilaterally the rental agreement before the expiry date in the event of severe breach of contract by the Renter in relation to the correct use and care of the equipment. In this event the Lessor would be entitled to take back the rented equipment without any possible claim from the Renter.
- 15. The Renter could extend the duration of the contract. In this event, the Renter must inform the Lessor previously, before the end of the contract.
- The Renter agrees to pay the Lessor the prices specified in the current contract that includes all legally applicable taxes, and also any replacement costs or any other charges mentioned above.
- 17 | All court costs, resulting from a breach of the obligations stated in this contract will be borne by the Renter.
- The rented surf equipment will be returned in the same conditions and cleanliness they were given at the time of the pick-up. Otherwise, the Renter must inform the Lessor about any damage. The following replacement costs are accepted in this contract by the Renter:

- BOARDS:

Severe deterioration or break, loss or theft will incur in an extra charge of 500 € for a beginner and intermediate board type, and for performance boards up to 6'6' will incur in an extra of 600€. Dirty boards have an extra charge of 10 € (for cleaning service).

Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (60 € - 250 €).

- LEASHES:

Loss or theft will incur in an extra charge of 40 €. Break or slight deterioration - will not incur in any extra charge as they are consequence of regular usage.

- FINS:

Break, deterioration or loss, will be valued according to damage (50 € - 150 €). In most cases, replacement of the item will be required.

- WETSUITS:

Break or important deterioration like zips, theft or loss will incur in an extra charge of 100 €. Partial deterioration - will not incur in any extra charge as they are consequence of regular usage.

- BODYBOARDS:

Break or important deterioration, theft or loss will incur in an extra charge of 100 €. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (50 € - 150 €)

- FLIPPERS:

Break or important deterioration, theft or loss of one or both pairs will incur in an extra charge of 60 €. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20 € - 50 €).

- CAR ROOF RACK AND STRAPS:

Break or important deterioration, theft or loss will incur in an extra charge of 70 €. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20 € - 30 €).

-SURF SKATES:

Severe deterioration or break, loss or theft will incur in an extra charge of 350€ for any SKATEBOARD type. Dirty boards have an extra charge of 10 € (for cleaning service).

Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (80 € - 250 €).

-SURF BOOTS:

Break or important deterioration, theft or loss of one or both pairs will incur in an extra charge of 60 €. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20 € - 50 €).

- 1 O The customer declares to have read the above conditions and to accept them all.
- This contract is subject to Portuguese jurisdiction.





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TERMS AND CONDITIONS OF THE SURF LODGE:

- 1. Check in and Check out Normal Check in starts at 3 pm to 7 pm. Upon request, every effort will be made to accommodate earlier or later Check Ins. It is however, allowed to drop off luggage prior to Check-In if desired. Checkout time is before 12 (midday). Please tell us in advance if you require a later Checkout and we will do our best to accommodate your request.
- Room keys on arrival and on departure The keys will be handed over to the guest after payment and administration. Special arrangements for key collection must be made for late arrivals. On departure, please close the gate and leave the keys on the mailbox. Guests do not have to lock the door room on departure. However please close the door completely when leaving. Guests must lock their rooms on their way out and keep their set of keys for the duration of stay. Please always lock the gate behind as you leave or when you are on the property. The cost for replacement of lost room keys or damaged locks is applicable.
- Parking Lot Parking is available free of charge for all house guests on the street outside the guesthouse.
- Smoking Smoking is not allowed inside the house.

 Smoking is permitted outside the house, please use the ashtrays placed in the yard and barbecue area. Do not leave or throw cigarettes to the garden.
- Guest Rooms Please do not use flammables for heating, cooking or the like, irons candles, etc., in the guest room or corridors without the consent of the Surf lodge owner. Cooking, eating and storing food in the rooms is not allowed. Please use the Kitchen or Living Room in the main house for that. Please do not use guest rooms for business activities or for any purposes other than accommodation use, without the consent of the Surf Lodge owner. Bed linen and bath towels are provided. Please do not take the bath towels to the beach. We have upon request towels for the beach if you need. There are extra blankets stored in the Wardrobes.
- 6. Heating Heating is provided during the winter months (December-- March). We do, however insist that you DO NOT leave the heater on when you are not in the house or hang on clothes for your safety.
- 7. Hot water Check the water temperature before shower, please. If you using the hot water from the shower and it's not working Please contact the cleaner or the Guesthouse owner to assist you.
- Outside Lights At night if you are going outside we recommend to use the outside lights. It might be useful to see the path and stairs. You can switch ON and OFF on the living room or in your left entering the gate. Please leave them off when you are not using it.
- **9** First Aid Kit / Fire extinguisher The first aid kit and the fire extinguisher are located in the Kitchen.
- 10. Wireless Internet
 The WIFI password is 911986083.
- Breakfast Please help yourself preparing your Breakfast. Milk, juice, yogurts, cheese, ham, jam, butter will be on the fridge. Cereals, Coffee, Tea, Bees Honey, sugar and fruits will be on the counter top on the kitchen. The local Bakery will deliver every morning (between 07:30 and 08:00), Fresh bread and cakes on the gate, so if you are the first guests waking up, please collect the bread bag that will be hanging on the gate. If weather permits you can have breakfast on our patio and enjoy the powerful mountain view. When you finish your breakfast please put the dirty dishes inside the dish washer.

- 12. Refunds There will be no refunds for early departures, for breakdowns of heater, appliances, etc., if said breakdown is due to weather and /or other conditions over which the house owner has no control.
- Valuables, security and storage The Guesthouse owner, is not responsible for lost items. The Guesthouse owner takes responsible steps to ensure the safety and security of all guests and their possessions. Although it's on guests the final responsibility for their own safety and security. Please lock the doors when you leave.
- Toilets No cigarette buds, cotton buds, tampons, sanitary pads or any other material, other than toilet paper may be flushed down the toilet.
- 15 General Guests have no access to the areas marked as "PRIVATE".
- 16. Common areas The living room, dining room, kitchen, patio are common areas of the house and guests are encouraged and welcome to use them to their need or recreation, nevertheless there are some rules to abide by:
- The living room Guests are allowed to use this common area and its appliances i.e. LCD TV and cable TV. Eating and snacking in the living room is not allowed. Should be kept as you've found it nice and tidy. If by any chance you notice any dirty, please inform the owner or the cleaning lady. Avoid making noise or disturbing other guests. Musical instruments, radios, televisions, stereos, and/or any other source of amplified sound shall be played at a volume that shall not disturb or annoy other guests. We shall pay particular attention to limiting noise between 10pm and 8am. We also request the guests to restrain from making any noise outside the building, in the courtyard or directly in front of the building.
- The dining room Please use this common area to have your meals, preparation and cooking should be conducted in the kitchen area. There is also a fridge with local beer and juices. Prices are labelled on the fridge and you can leave the money on the wood box. Empty bottles should be placed on the plastic beer crate outside the house.
- The kitchen Stove shall be clean and free of food and grease. Cabinets shall be clean and neat. Cabinet surfaces and countertop shall be free of grease and spilled food. Cabinets shall not be overloaded. Exhaust Fan shall be free of grease and dust. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner. Please put back into place all dishes, utensils, etc., properly cleaned after use. Food storage areas shall be neat and clean without spilled food. Please Label your food in the refrigerator. Anything not labelled and in non--consumable condition, excluding condiments that are still in consumable condition, will be disposed of. Trash/garbage shall be stored in a covered container until removed to the collection containers. Cooking oils or grease shall not be disposed of down the kitchen drain. Garbage disposal, if any, shall be used only in accordance with the disposal instructions.

 The kitchen includes a refrigerator, microwave, coffee and teapot, and limited dishes, glasses, and utensils for
 - light meal preparation. Please clean up immediately after yourself.
- There is also a small washing machine available for light loads in the kitchen area, please scrape the dishes minimally before putting them on the dishwashing machine. Pots and pans should be cleaned up by hand.
- 7 1 Barbecue Keep the barbecue area clean and after use, leave it as you've found it.
- Your Liabilities We will hold you responsible for any damage or loss caused to our property by your acts or omissions, default, accident or neglect. By booking with us you agree to indemnify us and to pay us on demand an amount reasonably required to make good or to rectify such damage or loss caused by you. Normal wear and tear are excluded. Please report any accidents or incidents to the guest house owner in connection with any property damage.
- General incapacity The Surf Lodge cannot be held liable if any of the following events or conditions prevents the guest house from fulfilling its obligation to guests. However, the guest house will take necessary steps to minimize disruption and discomfort to guests under these conditions: Unanticipated interruption to electricity, water, sewage to and from the guest house; Industrial actions, civil uprising or criminal activity; Fire, frost, flooding, wind or any other force major event.

- Because we have several guests, we ask you to respect each other concerning cleanliness of the common areas and noise level. If we receive complaints, you will be given a warning. Further complaints are subject to the termination of stay. We reserve the right to end a reservation if a guest becomes a disturbance/nuisance to others including management.
- 25. Please respect the house and its occupants.
- Environmental Policy The owners of Madeira North Coast Guesthouse are dedicated to the protection of our planet resources and would encourage our guests to help us by: Switching off lights when not in use; Ensuring that taps are always turned off after use; Avoiding the unnecessary use of towels just use what you need!; We will sort the recyclable rubbish collected from guest rooms i.e. paper, plastic, metal and glass; We thank you in advance for your comprehension and co--operation.
- The Renter must take care of the equipment and take the necessary measures to protect it. E.g. not leaving the board facing the sun, not sitting on the board if it is on the sand/a rock.



TERMS AND CONDITIONS OF THE SURF LODGE



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TERMS AND CONDITIONS OF THE SHAPE ROOM:

- Board repairs shall always be subject to advance payment of a share of the total amount. Such share shall be established according to the budget submitted, corresponding to 50% of the budget submitted.
- MADEIRA SURF CENTER offers free quotes to customers who bring the damaged equipment to the Shape Room. Quotes received outside the Shape Room shall be subject to an extra charge paid on site or included in the final payment. The amount of such extra charge shall be communicated by the shaper at the time.
- Our guests or customers attending surf experiences will benefit from special discounts on the repair of their boards, as well as on the purchase of boards in stock.
- Our guests will be offered free quotes for repair of their boards. 4. I
- Customers will always be contacted once the board has been properly repaired, within the time-frame agreed 5. between the parties.
- All customers shall respect the two-week period for picking up the repaired equipment and pay for the repair, otherwise the board will be sold to cover costs.



TERMS AND CONDITIONS OF THE SHAPE ROOM