







GENERAL TERMS AND CONDITIONS

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TERMS AND CONDITIONS - MADEIRA SURF CENTER

1. OBJECT AND SCOPE OF APPLICATION

1.1. This document sets out the General Terms and Conditions applicable to the provision of services by Madeira Surf Center, a trademark registered with the INPI under no. 722437, Surf School no. 707 certified by the Portuguese Surfing Federation (FPS), and a tourist animation operator registered with Turismo de Portugal under RNAAT no. 295/2020, headquartered on Madeira Island, Portugal.

1.2. Official contacts: book@madeirasurfcenter.com | +351 911 986 083.

1.3. These Terms govern participation in surf school activities, equipment rental, surf guiding, SUP tours, lesson packages and surf camp, as well as any complementary services provided by Madeira Surf Center to purchasers/participants.

1.4. Subscribing to the services provided by the company implies full acceptance of these conditions, pursuant to Decree-Law no. 39/2008 of March 7th, Decree-Law no. 108/2009 of May 15th, and any other applicable legislation.

2. BOOKINGS, CANCELLATIONS AND REFUNDS

2.1. The booking of any service provided by Madeira Surf Center is considered valid and non-refundable, regardless of its type (lessons of any level, rentals, Surf Guide, SUP tours, lesson packages and surf camp).

2.2. By making a booking, the purchaser acknowledges that payment constitutes a definitive commitment to participate, with no right to a refund, except in cases expressly provided for in these Terms.

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- 2.3. The booking is valid after confirmation by Madeira Surf Center and full payment of the agreed amount.
- 2.4. Cancellation or modification less than one month in advance does not entitle the purchaser to a refund of any amounts paid.
- 2.5. In exceptional situations, duly reviewed and confirmed by Madeira Surf Center, a refund of up to a maximum of 50% of the total booking value may be issued, depending on the amount of notice given and the seriousness of the justification for the cancellation conditions.
- 2.6. Unjustified absence [no-show], requests for changes or cancellations made on the same day, or delays exceeding 15 minutes from the scheduled time for the lesson or service result in the total loss of the right to the service and to any refund.
- 2.7. In the situation described above, and even in the event of non-compliance, if the purchaser still wishes to use the service, they shall pay a fee of 100% of the amount previously paid.
- 2.8. If the purchaser wishes to change the schedule or date, they must submit the request at least 48 hours in advance, and its acceptance is subject to Madeira Surf Center's availability. Requests made less than 24 hours in advance may incur additional administrative fees defined by Madeira Surf Center, similar to those in the previous paragraph.
- 2.9. The right of withdrawal under Article 10 of Law no. 24/96 [Consumer Protection Law] does not apply to activities with a specific date or period, in accordance with Article 17[1][I] of Decree-Law no. 24/2014 [distance contracts].

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2.10. Madeira Surf Center may change the prices of services and experiences without prior notice and undertakes to keep participants informed through our website and our partners' sales channels.

2.11. Bookings made or services already contracted will not be affected, provided they were paid before the changes referred to in the previous paragraph.

3. SCHEDULES AND ACTIVITY LOCATIONS

3.1. The participant accepts that the schedule and location of activities may be changed due to weather conditions, sea conditions, tides, or other safety-related factors.

3.2. The final decision regarding the schedule, location and format of the activity is the sole responsibility of the instructors and the management of Madeira Surf Center, based on technical and safety criteria.

3.4. The schedules displayed online are for information purposes only and are subject to change according to the criteria previously defined.

3.5. Changes made by Madeira Surf Center due to safety reasons or environmental conditions do not entitle the client to compensation, discounts or refunds.

3.6. These provisions apply to all modalities offered by Madeira Surf Center, including individual lessons, group lessons, SUP tours, Surf Guide, packages and Surf Camp.

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3.7. Failure to appear at the new schedule or location communicated constitutes non-compliance by the purchaser and is considered a no-show cancellation, with no right to a refund.

4. COMMUNICATION WITH THE CLIENT

4.1. The only valid contact for contracting and managing the services provided by Madeira Surf Center is via WhatsApp, in writing, to +351 911 986 083 or any other number provided in the booking.

4.2. The schedule and location of the service are communicated on the day immediately prior, up to 24 hours before the scheduled start.

Except in cases of force majeure, this communication may also be made with a minimum notice period of 12 hours.

4.3. The purchaser must check the messages sent and ensure their contact number is active.

4.4. Communication may alternatively be made via email to: book@madeirasurfcenter.com

4.5. Communications are deemed valid and binding [Article 224 of the Civil Code].

5. WEATHER CONDITIONS AND SAFETY

5.1. The activities depend on variable conditions that are beyond the control of Madeira Surf Center.

5.2. Rain, fog or cloudy weather do not constitute grounds for cancellation if safety is ensured.

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5.3. Decisions are based on the technical assessment of the instructors, prioritising safety.

5.4. If we determine that exceptional conditions are adverse and unsuitable for the provision of the purchased service (for example: storms, lightning, dangerous sea conditions, strong winds), the activity will be rescheduled or adapted (different location, schedule or format), with no right to a refund.

5.5. If, due to force majeure, the service cannot be provided during the purchaser's stay, Madeira Surf Center will compensate by offering equivalent services, with no right to a refund. If it is impossible to provide such compensation, the amount paid will be refunded, provided the purchaser proves that they cannot, under any circumstances, make use of identical or proportional services at another time.

5.6. Madeira Surf Center reserves the exclusive right to decide on safety and may interrupt or cancel the activity provided, with no right to compensation or refund of amounts paid by the purchaser. Madeira Surf Center exclusively reserves the right to decide on safety conditions and may interrupt or cancel the activity whenever sea, weather or logistical conditions are not suitable for the participants' level, with no right to compensation or refund of amounts paid by the purchaser.

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6. PRICES AND PAYMENT

- 6.1. Prices are indicated in euros [€], including VAT at the applicable legal rate.
- 6.2. Madeira Surf Center may change prices without prior notice, while maintaining the amounts of already confirmed bookings.
- 6.3. Confirmation and payment of bank fees and transfer charges are the sole responsibility of the purchaser.
- 6.4. Payments via PayPal or equivalent platforms are subject to non-refundable administrative fees.
- 6.5. Failure to pay within the specified period may result in cancellation of the booking.

7. EQUIPMENT AND CLIENT RESPONSIBILITY

- 7.1. The equipment provided by Madeira Surf Center is in good and safe condition.
- 7.2. The purchaser is responsible for proper use and for any damage, loss or theft resulting from negligence or misuse of the equipment and materials used or provided by Madeira Surf Center, and is liable for compensation equivalent to the value of the damaged, lost, stolen or improperly taken item.
- 7.3. If the purchaser suffers accidental damage during activities provided under the direct supervision of Madeira Surf Center instructors, the purchaser must use their own health insurance, without which they will not be able to participate in the activities provided.

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7.4. The purchaser declares that they have health insurance covering accidents or damages occurring during the activities provided by Madeira Surf Center.

7.5. Equipment must be returned in the same condition in which it was delivered, under penalty of repair or replacement costs as indicated in point 7.2.

8. PARTICIPATION CONDITIONS

8.1. Participation in activities requires adequate physical and psychological fitness, and the purchaser declares that they do not suffer from any medical conditions that would prevent participation.

8.2. Participation under the influence of alcohol, drugs, or psychotropic substances is prohibited; the instructor may exclude the purchaser with no right to a refund.

8.3. Participation implies acceptance of the inherent risks associated with surfing.

8.4. For minors, the legal guardian must sign a liability waiver provided by Madeira Surf Center [Article 493 of the Civil Code].

8.5. The participant acknowledges that there are inherent, visible and hidden risks associated with surfing.

8.6. Participation in lessons and related activities may involve injuries. No refunds will be made in the event of accidents during activities or during the stay, even if occurring during or at the start of a lesson package.

8.7. In the event of a medical emergency, the participant authorizes Madeira Surf Center to seek medical assistance on their behalf, assuming all resulting expenses.

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8.8. The participant confirms that they are in good health and fit to participate in surf lessons without risk to their safety. Any medical conditions, injuries, or limitations that may interfere with participation must be disclosed to Madeira Surf Center in advance.

8.9. The participant agrees to immediately notify the team of any changes in their health status.

9. SURF GUIDE PROGRAM

9.1. This program is intended for experienced surfers who wish to explore different beaches accompanied by a certified guide.

9.2. It includes technical guidance, transportation between designated beaches, and logistical support, and is not considered a lesson.

9.3. The final decision regarding beaches and schedules rests with the guide, based on weather, sea, and safety conditions.

9.4. Madeira Surf Center is not responsible for changes due to tides, winds, impassable access, or other external factors.

9.5. The same policies regarding cancellation, rescheduling, and payment as for lessons apply.

9.6. The participant agrees to have valid personal insurance against risks and to comply with all safety instructions.

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9.7. Participants must realistically assess their surfing level and provide truthful information; overestimating their level may lead to unsuitable experiences. Madeira Surf Center is not responsible for false expectations or incidents resulting from statements that are not reflected in practice.

10. INSURANCE

10.1. All activities include personal accident and civil liability insurance, as required by Turismo de Portugal. Although all activities include insurance, the participant must have additional coverage for periods outside supervised activities and their own mandatory health insurance.

10.2. Coverage is contracted with Allianz Portugal – Policy No. 205727313 [Civil Liability] and No. 205713802 [Personal Accidents].

10.3. Coverage is valid only during the official activity period and according to the limits and conditions of the policies.

11. CONDUCT DURING ACTIVITIES

11.1. The purchaser must follow the instructions of the instructors, respect other participants, and comply with safety rules.

11.2. Madeira Surf Center may remove participants who disrupt normal operation or compromise the safety of activities, with no right to a refund.

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12. LIABILITY AND PERSONAL BELONGINGS

12.1. Madeira Surf Center is not responsible for loss, damage, or theft of personal belongings in facilities, vehicles, or on beaches.

12.2. Purchasers are advised not to bring valuables.

13. AUDIOVISUAL CONTENT AND IMAGE RIGHTS

13.1. During activities, photographs and videos may be captured for promotional purposes.

13.2. By purchasing the service, the participant [or their legal representative] authorizes the free use of their image under Article 79 of the Civil Code.

14. LIABILITY, WAIVER AND ACCEPTANCE

14.1. By accepting these terms, the participant releases Madeira Surf Center, its instructors, and staff from any liability for injuries, damages, or losses that may occur during lessons, including damage to personal belongings.

14.2. This waiver applies to any situation arising from participation in lessons, except in cases of proven negligence by Madeira Surf Center.

14.3. Participants must declare in advance any relevant medical condition and acknowledge that they participate at their own risk.

14.4. Madeira Surf Center's insurance does not cover injuries suffered and/or caused to third parties during surfing, equipment use, or participation in lessons.

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14.5. Madeira Surf Center is not responsible for any incidents, damages, or losses resulting from the use of rented equipment, nor for accidents occurring during lessons or activities.

14.6. Participation in activities implies full acceptance of this liability waiver.

14.7. The conditions of liability exemption are unequivocally accepted by the client upon purchasing any of our products or services.

14.8. The parent or legal guardian of a minor participant acknowledges and accepts the inherent risks of surfing and declares:

"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 liable or sued for any damages resulting from personal injury (including death) or property damage or loss that the minor or I may suffer, directly or indirectly, as a consequence of a surf lesson."

14.9. Any participant declares upon purchasing the services:

"I commit to assume full responsibility for the equipment used in the surf experiences provided by Madeira Surf Center, promising to properly care for it and return it in the same condition in which it was delivered; otherwise, I agree to pay for repair costs."

14.10. By making a reservation with Madeira Surf Center, the participant confirms that they have read, understood, and agreed to all terms described in this document.

14.11. If the participant does not accept any of the terms, they must contact the Madeira Surf Center team before the start of activities to clarify doubts or resolve any issues.

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15. APPLICABLE LAW AND JURISDICTION

15.1. These terms are governed by Portuguese law.

15.2. For any disputes, the competent authority, in the first instance, is the Consumer Disputes Arbitration Center of the Autonomous Region of Madeira [CACC RAM], an alternative dispute resolution entity [ADR] in accordance with Articles 5 and 16 of Law No. 144/2015.

TERMS AND CONDITIONS FOR THE SURF EQUIPMENT RENTAL AGREEMENT

1. By signing the Surf Equipment Rental Agreement/Contract, you declare that you have read and accept all the terms and conditions below.
2. Madeira Surf Center provides you with surf equipment for rental, including, but not limited to, surfboards, wetsuits, board bags, fins, bodyboards, surf skates, and safety leashes.
3. All persons renting and/or using the rented equipment must sign the Surf Equipment Rental Agreement/Contract and agree to the terms of this agreement before renting.
4. The renter or holder of the rental contract (hereinafter referred to as "Renter") must be over 18 years of age. The Renter is responsible for the preservation of the equipment and must possess a valid identification document or passport.
5. The undersigned acknowledges that surfing is an activity that involves a risk of injury or even death. The sport, including surfing, carries a certain degree of risk to both people and property, even when practiced under the proper supervision of qualified instructors. It is also a demanding activity that requires participants to have a reasonable level of swimming ability and physical fitness.
6. The undersigned acknowledges that they are responsible for their own fitness to surf or participate in water sports and are strongly encouraged to consider any conditions that may raise concerns, such as, but not limited to, pregnancy or physical limitations, including swimming ability.
7. While Madeira Surf Center takes all reasonable measures to ensure the safety and good condition of the equipment prior to the rental period, the undersigned is responsible for immediately reporting any damage caused to the equipment or that becomes apparent while it is in their possession.

TERMS AND CONDITIONS FOR THE SURF EQUIPMENT RENTAL AGREEMENT

8. Madeira Surf Center does not seek to limit or exclude any liability for personal injury or loss of life that may occur as a result of negligence by itself or its employees, directors, or agents. However, Madeira Surf Center assumes no responsibility for personal injuries, losses, damages, consequential damages, or third-party claims that occur without fault by itself, its employees, directors, or agents.
9. Full payment is required at the time of collection of any rented surf equipment.
10. Depending on the board rented, a deposit ranging from €50 to €400 must be paid, either in cash or by card. Bank fees for deposits made by card are the responsibility of the Renter. This amount will be refunded once the rented equipment is returned, provided there are no additional costs due to damages or extended use without prior agreement.
11. The Renter's personal data will be used solely to ensure the correct provision of the service.
12. The Renter declares that they are in good health, necessary for participation in this sport. The Renter must always consider the recommendations provided, taking into account their level and the beach conditions.
13. The surf equipment will be collected at Madeira Surf Center and must be returned to the same location and at the time confirmed with the Lessor (hereinafter referred to as the "Lessor").
14. Any significant delay in returning the equipment will incur an additional fee of €20. Returning the equipment before the agreed time will not entitle the Renter to any refund or discount.

TERMS AND CONDITIONS FOR THE SURF EQUIPMENT RENTAL AGREEMENT

15. The Renter must have insurance with sufficient coverage for any situations that may occur during the rental period. The Lessor is not responsible for any accidents, injuries, or other damages suffered by the Renter, or caused to third parties or property, during the rental period.

16. The Renter must take care of the equipment and take necessary measures to protect it. For example: do not leave the board directly exposed to the sun, do not sit on the board when it is on the sand or on a rock.

17. The rental does not include surfboard wax — an additional cost of €5 will be added to the total price if required.

18. The rental does not include a roof rack for car transport — an additional cost will be added to the total price if required.

19. It is strictly prohibited to lend, sell, or exchange the rented surf equipment.

20. The Lessor may unilaterally terminate the rental agreement before its scheduled end in case of serious breach of contract by the Renter, particularly regarding proper use and maintenance of the equipment. In this case, the Lessor has the right to recover the rented equipment, and the Renter may not make any claims or requests for compensation.

21. The Renter may request an extension of the rental period. In such a case, the Renter must inform the Lessor in advance, before the end of the initial contract.

22. The Renter agrees to pay the Lessor the prices specified in this contract, including all legally applicable taxes, as well as any replacement costs or other charges mentioned above.

TERMS AND CONDITIONS FOR THE SURF EQUIPMENT RENTAL AGREEMENT

23. All legal costs arising from the Renter's failure to fulfill the obligations set out in this contract shall be borne by the Renter.

24. The rented surf equipment must be returned in the same condition and clean, as it was delivered at the time of collection. Otherwise, the Renter must inform the Lessor of any damages.

25. The following replacement costs are accepted by the Renter under this contract:

Replacement / Equipment Damage Costs:

Surfboards

Severe damage, breakage, loss, or theft will incur an additional fee of €500 for beginner or intermediate boards, and up to €600 for performance boards up to 6'6".

Dirty boards will incur an additional fee of €10 (cleaning service). Partial damage, such as holes, dents, scratches, etc., will be evaluated and charged according to the severity of the damage (between €60 and €250).

Leashes [Safety Cords]

Loss or theft will incur an additional fee of €40. Breakage or minor deterioration will not incur any additional cost, as they are considered normal wear and tear.

Fins

Breakage, deterioration, or loss will be evaluated according to the damage (between €50 for a single fin and €150 for the complete set). In most cases, item replacement will be required.

Wetsuits [Neoprene Suits]

Partial damage will be evaluated and charged according to the condition presented. Major breakage or deterioration (such as damaged zippers), as well as theft or loss, will incur an additional fee of €100.

TERMS AND CONDITIONS FOR THE SURF EQUIPMENT RENTAL AGREEMENT

Bodyboards

Partial damage, such as holes, dents, etc., will be evaluated and charged according to the severity of the damage [between €50 and €150].

Fins [Flippers]

Major breakage or deterioration, theft, or loss of one or both pairs will incur an additional fee of €60. Partial damage, such as holes, dents, etc., will be evaluated and charged according to the damage [between €20 and €50].

Car Roof Rack and Straps

Major breakage or deterioration, theft, or loss will incur an additional fee of €70.

Partial damage, such as holes, dents, etc., will be evaluated and charged according to the damage [between €20 and €30].

Surf Skates

Severe damage, breakage, loss, or theft will incur an additional fee of €350, applicable to any type of skate. Dirty skates will incur an additional fee of €10 [cleaning service].

Partial damage, such as holes, dents, etc., will be evaluated and charged according to the severity of the damage [between €80 and €250].

Surf Boots

Major breakage or deterioration, theft, or loss of one or both boots will incur an additional fee of €60. Partial damage, such as holes, dents, etc., will be evaluated and charged according to the damage [between €20 and €50].

26. The Renter declares that they have read the above conditions and accept all their provisions.

27. This contract is subject to Portuguese jurisdiction.

TERMS AND CONDITIONS - MADEIRA SURF LODGE

1. OBJECT AND SCOPE

This document establishes the General Terms and Conditions applicable to the booking and use of the Madeira Surf Lodge tourist accommodation, located in São Vicente, Madeira Island, Portugal. These Terms govern the contractual relationship between Madeira Surf Lodge and its guests, applying to all stays, bookings, payments, cancellations, use of facilities, and additional services.

2. ACCOMMODATION CAPACITY AND USE

- 2.1. The accommodation is intended exclusively for tourist and leisure purposes; its use for commercial, professional, illegal, or public order-contrary purposes is prohibited.
- 2.2. The maximum occupancy of each room/unit must be respected.
- 2.3. The guest is responsible for the behavior of all persons included in their reservation and must ensure compliance with these conditions.

3. BOOKINGS AND PAYMENTS

- 3.1. Bookings are confirmed only after full payment of the total stay amount.
- 3.2. Payments must be made exclusively through authorized sales platforms (such as Booking.com, Airbnb, Expedia, or the official website), and full prepayment is always required.
- 3.3. Madeira Surf Lodge reserves the right to refuse bookings made with incorrect data, suspected fraud, or non-compliance with payment policies.

TERMS AND CONDITIONS - MADEIRA SURF LODGE

4. CANCELLATIONS, CHANGES AND NO-SHOW

- 4.1. Cancellations made less than forty (40) days before the check-in date are non-refundable.
- 4.2. In case of no-show or early departure, the full booking amount will be charged, with no refund.
- 4.3. Date changes are subject to availability and may incur additional costs.

5. CHECK-IN E CHECK-OUT

- 5.1. Check-in: from 3:00 PM; Check-out: until 11:00 AM.
- 5.2. A self check-in system is used, with codes and instructions sent via email/message on the day of arrival.
- 5.3. For arrivals outside check-in hours, guests must follow the self check-in instructions provided by management.
- 5.4. Failure to comply with check-out times may incur additional charges.

6. CLEANING, TOWELS AND BED LINEN

- 6.1. Cleaning service is provided every four (4) days.
- 6.2. Bed linen and towels are provided and replaced according to the internal schedule.
- 6.3. Extra towel changes are available upon request, for an additional fee of €30.
- 6.4. Additional cleaning may be requested for a fee of €50.
- 6.5. Towels are intended exclusively for personal hygiene; their use for the beach, makeup, footwear, or cleaning surfaces is prohibited.

TERMS AND CONDITIONS - MADEIRA SURF LODGE

6.6. Beach towels may be provided upon request.

7. CONDUCT AND GOOD PRACTICES

7.1. Guests agree to use the facilities appropriately and responsibly, respecting other guests and internal regulations.

7.2. Smoking is prohibited inside houses, rooms, and indoor common areas. Smoking is allowed only in designated outdoor areas with ashtrays. Disposing of cigarette butts in the garden is prohibited.

7.3. Quiet hours must be respected from 9:00 PM to 8:00 AM.

7.4. Any abusive behavior, excessive noise, damage, or disturbance may result in immediate termination of the stay without refund.

8. RESPONSABILIDADE POR DANOS

8.1. Guests are responsible for any damage, loss, or negligence caused to the accommodation, facilities, or equipment.

8.2. Madeira Surf Lodge may charge for the repair or replacement of damaged property [according to the internal replacement table when applicable].

8.3. Normal wear and proper use are not considered damage.

8.4. Any damage or anomaly must be reported to management immediately.

TERMS AND CONDITIONS - MADEIRA SURF LODGE

9. BREAKFAST

9.1. Self-service breakfast is included in the room rate and served daily in the main house between 8:00 AM and 10:30 AM.

9.2. Product choices and usage rules are detailed in the Accommodation Information Book.

10. USE OF FACILITIES AND SERVICES

10.1. The accommodation has shared common areas: living room, dining room, kitchen, patio, garden, and jacuzzi.

10.2. The jacuzzi can be used between 9:00 AM and 9:00 PM, following hygiene and safety rules indicated in the Information Book.

10.3. Cooking, eating, or storing food in rooms is prohibited.

10.4. Laundry service is available upon request (additional cost of €10 per use).

10.5. An outdoor area is provided for cleaning and drying surf equipment; waxing ("wax") inside houses/rooms is prohibited.

10.6. The Honest Bar operates on a responsible consumption principle; payment is made in cash (identified box) or by card with staff.

11. SECURITY AND CCTV

11.1. Outdoor common areas are equipped with CCTV systems in compliance with data protection laws, solely for security purposes.

11.2. Madeira Surf Lodge is not responsible for theft, loss, or damage to personal belongings on the premises; safeguarding valuables is the guest's responsibility.

TERMS AND CONDITIONS - MADEIRA SURF LODGE

12. WEATHER CONDITIONS AND FORCE MAJEURE

12.1. The accommodation is not responsible for electricity, water, communications failures, strikes, natural disasters, or events beyond its control.

12.2. Reasonable measures will be taken to minimize disruptions and restore services as soon as possible.

13. ENVIRONMENTAL POLICY

13.1. Madeira Surf Lodge adopts sustainable practices, requesting guests to: **(i)** turn off lights and equipment when not in use; **(ii)** close taps properly; **(iii)** avoid unnecessary towel changes; **(iv)** separate recyclable waste (paper, plastic, glass, and metal).

14. COMPLAINTS AND DISPUTE RESOLUTION

14.1. A physical and electronic Complaints Book is available at www.livroreclamacoes.pt

14.2. For alternative consumer dispute resolution in the Autonomous Region of Madeira, guests can contact the Consumer Arbitration Center of the Autonomous Region of Madeira [CACC-RAM]: www.madeira.gov.pt/cacc

14.3. Electronic Complaints Book: www.livrodereclamacoes.pt

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15. COMPANY LEGAL INFORMATION

Ruben Afonso Unipessoal, Lda.

NIF 515 733 113 • RNAAT 295/2020 • 93949/AL, 44166/AL • Surf School n.º 707 [FPS]

Headquarters: Estrada da Calçada n.º 38, 9240-218 São Vicente, Madeira, Portugal

Contacts: +351 911 986 083 • book@madeirasurfcenter.pt • www.madeirasurfcenter.com

16. ACCEPTANCE OF TERMS

Booking, check-in or staying at Madeira Surf Lodge implies full and unconditional acceptance of these General Terms and Conditions, as well as the Information Book, which complements this document.

TERMS OF USE AND PRIVACY & COOKIES POLICY

Madeira Surf Center

Registered trademark at INPI No. 722437 · Surf School No. 707 – Portuguese Surfing Federation

Tourism Animation Agent RNAAT 295/2020 – Turismo de Portugal

Ruben Afonso Unipessoal, Lda. · Tax ID (NIF) 515 733 113

Head Office: Estrada da Calçada 48, 9240-218 São Vicente, Madeira, Portugal

book@madeirasurfcenter.pt · www.madeirasurfcenter.com

1. PURPOSE

These Terms of Use, Privacy and Cookies Policy regulate the access to and use of the website www.madeirasurfcenter.com, owned by Ruben Afonso Unipessoal, Lda., which operates under the registered trademark Madeira Surf Center. By accessing and using the website, the user fully accepts the conditions described herein and undertakes to comply with them. If you do not agree with any of these provisions, you should refrain from using this website.

2. INTELLECTUAL PROPERTY

All content available on the website — including texts, images, logos, videos, icons, design, software and source code — is the exclusive property of Ruben Afonso Unipessoal, Lda. or of duly authorized third parties.

It is protected under national and international Copyright and Industrial Property laws. The reproduction, copying, modification, distribution, publication or any other use of the content is prohibited without the prior written authorization of the rights holder.

TERMS OF USE AND PRIVACY & COOKIES POLICY

3. USE OF THE WEBSITE

The user undertakes to use the website in a responsible, ethical and lawful manner, refraining from carrying out any actions that may damage, overload or interfere with its operation.

The following is not permitted:

- Using the website for unlawful or fraudulent purposes;
- Introducing viruses, malware or any other malicious code;
- Collecting personal data from other users;
- Using the website for commercial purposes without written authorization.

Madeira Surf Center reserves the right to suspend or block access to users who violate these conditions.

4. CONTENT AND EXTERNAL LINKS

The website may contain links to third-party websites [for example, SumUp, Amenitiz, Bookingkit or others]. Madeira Surf Center is not responsible for the content, privacy policies or practices of those websites.

These links are provided solely for convenience and do not imply any endorsement of the external content. The user assumes full responsibility for the use of third-party websites.

TERMS OF USE AND PRIVACY & COOKIES POLICY

5. INFORMATION AND UPDATES

Madeira Surf Center strives to ensure that all information presented on its website is accurate and up to date; however, errors or omissions may occur. The company does not guarantee the absolute accuracy of the information and may change, update or remove it at any time without prior notice. Images and descriptions of products, services or experiences are merely illustrative and not binding.

6. PRIVACY POLICY AND DATA PROTECTION

The processing of personal data is carried out in accordance with Regulation (EU) 2016/679 [GDPR] and Law No. 58/2019, which ensures its implementation in Portugal. The entity responsible for the processing of personal data is Ruben Afonso Unipessoal, Lda. [Madeira Surf Center].

Contact: book@madeirasurfcenter.pt

The personal data collected is used only for legitimate and necessary purposes, such as:

- Processing reservations and contact requests;
- Communicating information related to the services;
- Complying with legal obligations;
- Improving the browsing experience and quality of service.

Personal data may be shared with third-party platforms used by Madeira Surf Center for reservation and payment management [SumUp, Amenitiz, Bookingkit, among others], which have their own privacy policies and security measures.

TERMS OF USE AND PRIVACY & COOKIES POLICY

Data is not transmitted to other third parties without prior consent, except when required by law.

The user may, at any time, exercise their rights to:

- Access;
- Rectification;
- Erasure;
- Restriction of processing;
- Data portability;
- Object to processing.

Requests must be sent by email to book@madeirasurfcenter.pt. The user also has the right to file a complaint with the Portuguese Data Protection Authority (CNPD) via www.cnpd.pt.

Personal data is retained only for the period necessary to provide the services, comply with legal obligations, or until the exercise of the right to erasure.

7. COOKIES POLICY

What are Cookies?

Cookies are small text files stored on the user's device when visiting a website. They help improve the browsing experience, remember preferences, and collect anonymous statistical data about website usage.

Types of Cookies Used

The website www.madeirasurfcenter.com may use:

- Technical or functional cookies: essential for the website to function;

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- Analytical cookies: for anonymous statistical analysis (e.g., number of visits, most accessed pages);
- Third-party cookies: potentially managed by external platforms associated with reservations or payments (such as Amenitiz, Bookingkit, or SumUp).

No personal data is collected through cookies unless the user provides explicit consent.

Cookie Management

The user can configure their browser to block or delete cookies. However, by doing so, some website functionalities may no longer be available. For more information on cookie management, please refer to the “Help” section of your browser.

8. ONLINE RESERVATIONS AND PAYMENTS

Reservations made through the website are subject to the General Conditions of Madeira Surf Center.

Payments are securely processed through certified platforms, such as SumUp, Amenitiz, or Bookingkit, which use appropriate encryption and security protocols.

Madeira Surf Center does not have access to, nor stores, card data or banking information.

9. DISCLAIMER

Madeira Surf Center does not guarantee that the website will operate without interruptions or errors, nor that it will be free of viruses or other harmful elements. It is not responsible for direct or indirect damages resulting from the use or inability to use the website. Access and use are entirely at the user's own risk.

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10. MODIFICATIONS TO THE TERMS

Madeira Surf Center reserves the right to change or update these Terms, the Privacy Policy, and the Cookies Policy at any time without prior notice. Changes take effect from the moment they are published on the website. Regular consultation of this page is recommended.

11. APPLICABLE LAW AND JURISDICTION

These Terms are governed by Portuguese law. For the resolution of disputes related to the use of the website, the competent court is the Judicial Court of the Funchal District, waiving any other jurisdiction.

In the case of consumer disputes, the user may appeal to the Consumer Dispute Arbitration Center of the Autonomous Region of Madeira [CACC-RAM] – <https://www.madeira.gov.pt/cacc>

12. CONTACT INFORMATION

Madeira Surf Center

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