# TERM OF SALES

## OCEAN VOODOO LDA - KITE SURFING SCHOOL PORTUGAL

The present conditions of sale aim to define the contractual relations between KITE VOODOO SCHOOL and the buyer, and the conditions applicable to any purchase made through service providers and / or intermediary partners, whether the buyer is professional or consumer. These booking and cancellation conditions will prevail over any other general or specific conditions not expressly approved by KITE VOODOO. KITE VOODOO reserves the right to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of purchase by the buyer.

#### 1. The rates

Kite surf lessons and courses are sold at the price indicated on the site and KITE VOODOO brochure. The prices are indicated in euros inclusive of tax and can be changed at any time by the management. In this case, the applicable prices will be those defined between the management and the client on the date of the booking.

## 2. Bookings

Customers who wish to subscribe to a registration must complete and sign the booking registration form on which it will indicate all the contact details requested. He must also make the payment if needed under the conditions provided and confirm his registration. The confirmation of the reservation entails acceptance of these conditions of sale, the acknowledgment of having perfect knowledge of them and the waiver of availing oneself of its own purchasing conditions or other conditions. For minors, parental authorization must be completed on site. Kitesurfers must not suffer from any contraindication to the practice of kitesurfing and report during registration any health problem, even mild.

#### 3. Payment terms

When registering for a kitesurf course with KITE VOODOO, the buyer must send a deposit check or a bank transfer if the booking is in July or August to confirm registration (25% of the booking).

The full price of the lessons or package taken by the student must be paid no later than the last day of the lessons program.

#### 4. Cancellation and refund

<u>Cancellation by KITE VOODOO:</u> In case of bad weather conditions (thunderstorm, too strong sea, pollution), Kitesurf lessons cannot be provided by KITE VOODOO instructors. In this case, we offer customers to postpone the course as much as possible or it will also be offered a refund, in the event that no solution of replacement is found.

<u>Cancelation by the trainee:</u> You can cancel a reservation up to 1 month before the course or package date without any fees.

From 1 month before the course or the package date, the deposit in non-refundable.

In case of a cancelation less than 24h before the course or package date, the full price of the course or package is due.

We will reimburse the lessons <u>only</u> on presentation of a medical certificate stipulating the contraindication to the practice of kitesurfing by the trainee concerned.

<u>Deposit refund terms:</u> Any cancellation occurring: - One month before the service: full refunded deposit

- Less than one month before the service: the deposit will not be refunded
- Lessons not completed because of the student will not be reimbursed.
- A service started and interrupted cannot be reimbursed.

# 5. Payment

Lessons can be paid by bank transfer or in cash or credit card on site

# 6. Responsibilities of the buyer

Parents or legal guardians of minors must ensure the progress of the service. KITE VOODOO is in no way responsible for students outside of class. Course participants are required to follow the safety instructions, otherwise they will be excluded from the session.

## 7. Responsibility of KITE VOODOO

KITE VOODOO cannot be held responsible for any moral or bodily harm caused by third parties to course participants. KITE VOODOO provides legal liability coverage in accordance with the law. If the customer wishes additional guarantees, it is up to him to subscribe them personally. KITE VOODOO cannot be held responsible for thefts committed on the beach or in the vehicle. It is advisable not to come to class with valuables.

## 8. Image rights

In the event of image capture (photos or videos), the participant must notify KITE VOODOO of the refusal that his image be reused and / or disseminated via the communication media of KITE VOODOO, to the supervisor or to the manager of the activity.

#### 9. Personal data

KITE VOODOO data are not communicated to any external partner but can keep customers informed of events or services offered for KITE VOODOO.

# RENTAL TERM AND CONDITIONS

The present conditions aim to define the contractual relations between KITE VOODOO and the CUSTOMER who may sign a rental contract for the use of sport equipment. KITE VOODOO reserves the right to modify its conditions at any time. In this case, the applicable conditions will be those in force on the date of purchase by the buyer.

#### 1. General Provisions

Rented equipment to the customers are exclusive property of KITE VOODOO and are destined to aquatic sports at Praia Luzia Mar - Cabedelo.

#### Terms and Conditions

The client agrees to take on responsibility for possible damages or loss of equipment and accessories during the rental period.

The client has the responsibility and the obligation to knowledge and comply the rules of navigation and defined usage for the several beaches.

The signing rental contract will only performed when the client provides a copy of an identity document.

The client is required to perform an inspection of the equipment when picked up. At the end, the equipment should be in the same state when it was delivered to the client. Fees can be applied if the equipment is not in the same state as delivered.

# 2. Rental prices:

The prevented price included the VAT and the prevailing rate. The client may check the price list at the reception desk or on <a href="www.kitevoodoo.com">www.kitevoodoo.com</a>.

# 3. Insurance and accidents:

As a Touristic maritime operator (RNAAT: 175/2022), we own a civil responsibility and personal accidents insurance. The client is always responsible by any caused damaged in the equipment, third parties and himself. If the customer wishes additional guarantees, it is up to him to subscribe them personally.

# 4. Damages:

In case of any type of damage, rented equipment susceptible of mending, by delinquency of the customer, the same should warn immediately KITE VOODOO and deliver the equipment at the school. OCEAN VOODOO will charge the calculated amount of the time the equipment will not ne used and the value of repair. In case of damaged of rented equipment the client and the third partied the client is

the entirely responsible. In case of total damages, total loss, theft or robbery the client is subject to pay KITE VOODOO the amount shown in the chart of the kitesurf brand in force of the present year.

#### 5. Cancellation and refund:

<u>Cancellation by KITE VOODOO:</u> In case of bad weather conditions (thunderstorm, too strong sea...), rental equipment booking cannot be provided by KITE VOODOO. In this case, we offer customers to postpone the rental as much as possible or it will also be offered a refund, in the event that no solution of replacement is found.

<u>Cancelation by the customer:</u> we will reimburse the rental price <u>only</u> on presentation of a medical certificate stipulating the contraindication to the practice of kitesurfing by the customer concerned.

## Deposit refund terms:

Any cancellation occurring:

- One month before the service: full refunded deposit
- Less than one month before the service: the deposit will not be refunded
- Lessons not completed because of the student will not be reimbursed.
- A service started and interrupted cannot be reimbursed.

# 6. Payment

Rental price can be paid by bank transfer or in cash or credit card on site

### 7. Image rights

In the event of image capture (photos or videos), the participant must notify KITE VOODOO of the refusal that his image be reused and / or disseminated via the communication media of KITE VOODOO, to the supervisor or to the manager of the activity.

# 8. Personal data

KITE VOODOO data is not communicated to any external partner. We can use it to keep customers informed of events or services offered by KITE VOODOO.