



## Property Terms and Conditions

# Terms & Conditions

Lisbon Surf Hostel as a commercial name held by the company OCEANO100FAROL, Lda reg. C-493/2019 RNAAT (in the following "Lisbon Surf Hostel", "LSH", "we" or "us") provides surf camps in Portugal, Lisbon individuals and businesses. These Terms and Conditions govern the contractual relationship between Lisbon Surf Hostel and the Traveler when booking a camp at [www.lisbonsurfhostel.com](http://www.lisbonsurfhostel.com), participating in an activity or buying any related products or services. Since these Terms and Conditions constitute an agreement between you and Lisbon Surf Hostel, it is important that you carefully read these Terms before booking your trip or buying related products or services. Please note that some Activities are sold but not carried out by Lisbon Surf Hostel, different terms may apply to these Activities. English: Lisbon Surf Camp offer products to clients all around the world. Our terms and conditions are written in English. If you have any problem understanding the content in this document, please contact us by phone: +351 911 110 889 or e-mail:

[hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com)

Lisbon Surf Camp is a Portuguese registered company, and has therefore based these terms and conditions on the general conditions for package tours set down by the RNAAT C-493/2019.

## DEFINITIONS

1.1 The following terms and definitions shall have the meaning in these Terms as set forth in this provision: "Activities" The Activities provided at the destination and included in the Surf Camp Packages, such as surfing lessons etc. The Activities may be provided by Lisbon Surf Hostel, an affiliate, a partner or subcontractor to Lisbon Surf Hostel. "Agreement" These Terms, the Booking Confirmation and other brochures, catalogues and printed materials provided by Lisbon Surf Hostel.

"Booking Confirmation" The confirmation of the Traveler's booking of a Surf Camp Package sent to the Traveler if the booking is accepted. "Website" Lisbon Surf Hostel website [www.lisbonsurfhostel.com](http://www.lisbonsurfhostel.com) "Surf Camp Pack" Lisbon Surf Hostel provides

Surf Camp Packs to the Traveler. Surf Camp Packages refers to an arrangement that has been designed before an agreement is reached and which consists of: transport and accommodation, or any of these services in combination with any tourist service that is a non-essential part of the arrangement and which is not directly linked to transportation or accommodation. In addition, it is a condition that the event lasts more than 24 hours or includes overnight stays and is sold or marketed for a common price or for separate prices linked to each other "Terms" These Terms and Conditions (this document). "Traveler" Natural persons and businesses who buy Lisbon Surf Hostel services and products (you).

## **THE BOOKING**

2.1 By booking a Surf Camp Package you acknowledge that you have read, understand and agree to be bound by these Terms. 2.2 When a booking has been submitted to Lisbon Surf Hostel, we will send you a Booking Confirmation immediately after pressing the "confirm" button in the booking system. The booking is binding upon both parties only when such Booking Confirmation has been sent to you. 2.3 If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party. By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your booking, notifying Lisbon Surf Hostel if any changes or cancellations are required, and keeping your party informed. 2.4 Anyone under the age of 18 on the date of first travel is considered to be a minor. All bookings made by a minor traveling without a parent or guardian require the written consent of a parent, guardian, or any other person who is required by applicable law for any minor to travel. 2.5 A minor participating in the Surf Camp Package "youth camp" must bring the original written consent in signed form and deliver it to the camp manager upon arrival. Lisbon Surf Hostel has the right to reject a Traveler if he or she is without the necessary documents. 2.6 Anyone booking a booking under a 3rd party group organizer such as a university, school, company, etc., might have additional terms specified separately in the organizers' contract, and it is the organizer's responsibility

to inform the traveling party of these terms if they affect the traveler in any way or form. 2.7 Group guest list information will be shared with the group organizer, hereunder booking number, payment status, and contact information. 2.8 Before invoicing a group organizer where the group organizer takes full responsibility for the total payment of the group, the privacy statement as well as terms and conditions will be shared with the group organizer for pre-approval. 2.9 Any participant will by confirming a booking also confirm and accept our terms and conditions, data protection policy, and package travel agreement visible in the last booking step of the order. 2.10 Group organizer takes on the responsibility of accepting these terms on behalf of their travel group.

### 3. OBLIGATIONS OF THE TRAVELER

3.1 The Traveler is responsible for having a complete and valid passport and other documents necessary for the fulfillment of the Surf Camp Package and, if circumstances so require, visa and required vaccinations. 3.2 Travelers are individually obliged to acquire travel insurance that covers medical treatment. The Activities that are offered through Lisbon Surf Hostel include a certain risk (even with the presence of instructors/guides), and it is the Traveler's responsibility to make sure their insurance covers injuries caused by the Activities Lisbon Surf Hostel or any affiliate or subcontractors to Lisbon Surf Hostel offers at any given destination. 3.3 The Traveler is responsible for booking flights and/or other transport to the destination stated at the time of booking of the Surf Camp Package. The Traveler shall, when booking a Surf Camp Package, inform Lisbon Surf Hostel of their nationality, including information about possession of Portuguese or foreign passports, and possibly dual citizenship, in order for Lisbon Surf Hostel to fulfill its obligation to inform about any passport and visa requirements. Lisbon Surf Hostel's obligation to provide information regarding passport and visa requirements only applies in relation to EEA citizens. 3.4 The Traveler shall immediately after receiving the Booking Confirmation go through the Booking Confirmation, tickets, and other travel documents and make sure that the information is in accordance with the Agreement and that the name is spelled in the same way as it is in the passport. 3.5

The Traveler shall immediately inform Lisbon Surf Hostel of any changes to the Traveler's contact information, such as address, e-mail address, telephone number, errors in spelling, or other information relevant to Lisbon Surf Hostel's opportunity to contact the Traveler. 3.6 The Traveler shall behave and not in any way impair the comfort and enjoyment of the other members of the Surf Camp Package. Lisbon Surf Hostel reserves the right to withdraw any booking, service, or Activity made and/or to decline or refuse any individual as a member of the Surf Camp Package if it appears, at Lisbon Surf Hostel's discretion, that such an individual is likely to endanger the health or safety or impair the comfort and enjoyment of the other members of the Surf Camp Package.

#### **4. PRICE AND PAYMENT**

4.1 Information in brochures and catalogues (both analogue or digital) is included in the Agreement. The information is binding if we do not explicitly reserve the right to make changes in the catalog or brochure and the Traveler has received information about such changes prior to the conclusion of the Agreement. 4.2 The price must be stated in such a way that the total price per Surf Camp Package is clearly stated. The price should include all services included in the Agreement as well as mandatory taxes, charges and fees national and/or foreign authorities may charge for the services provided. 4.3 Payment for web clients can be made against credit/debit cards and can be divided into 2 payments; consisting of a deposit of 20% and the remaining amount, 80%. The remaining 80% has to be paid in full by credit card 30 days prior to arrival at the latest to avoid cancellation of booking and loss of deposit. Lisbon Surf Hostel will send out a payment reminder for this one week prior to payment due date to the travellers given email. The traveller has at all times access to their invoice / payment status and payment method via their guest log in given at time of booking. 4.4 Companies and large group bookings will also have the option to pay against invoice. When booking a Surf Camp Package a deposit of 30% of the total price is to be paid immediately. The remaining 70% of the value is set to be paid within 30 days prior to the arrival date with credit card. When payment is made against invoice, which is offered only for agents, and group travels, the Traveler will receive one invoice, with two different payment dates; one for the deposit of 30%,

and the other payment date is for the remaining 70% of the booking value. 4.5 Please note that if the Surf Camp Package is purchased less than 30 days prior to arrival, full payment is due at the time of booking. A credit card payment will be the mandatory way of paying the full price. The booking is a preliminary reservation until payment is received, and can be subjected to cancellation. 4.6 Special arrangements are included in the Agreement only if these are sold or marketed together with the main arrangement for a common price or for separate prices linked to each other. 4.7 At the Traveler's request, additional special services are included in the Agreement only if expressly confirmed by us. Such confirmation must be made in writing. Costs or discounts linked to the additional services or specifications shall be clearly stated in the price schedule. 4.8 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 obligatory agreement of purchase, and that you are obliged to pay unless you commence a written cancellation in accordance of the terms within section. 4.9 If the terms of payment listed above are not withheld, Lisbon Surf Camp have the right to regard the booking as annulled, and can prospectively sell the booking to someone else.

## **5. OPEN PURCHASE POLICY**

5.1 Lisbon Surf Hostel offers a 14 day full refund policy on this purchase when purchased more than 21 days prior to the arrival date of the Surf Camp Package, and a 3 day full refund policy when purchased 10 or less days to the arrival date of the Surf Camp Package. You will get the full amount refunded if you wish to use this open purchase policy. The policy is only valid by sending us a written cancellation with the order number included within the time limit stated above. 5.2 Send a written refund request to [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com) and we will refund you the purchase within 30-60 days from the cancellation date. 5.3 After the 14th day (3 days when 21 or less days to arrive) has passed, the Traveler can cancel and get the full payment back only if the traveller has purchased Lisbon Surf Hostel cancellation fees stated in 1.1. The cost of the cancellation fee will not be refunded under any circumstances after 14 days of booking. 5.4 Lisbon Surf Hostel offers a 14 day full refund policy on

gift cards/travel vouchers. After the 14th day, gift cards/travel vouchers will not be refunded.

## **6. PRICE CHANGES**

6.1 If cost increases occur for us after the Agreement becomes binding, we may raise the price for the Surf Camp Package with an amount corresponding to the cost increases if these are due to: 6.1.1 changes in transport costs, including fuel prices; 6.1.2 changes in taxes, fees and duties or fees for certain services, such as airport, port, landing and start-up fees or 6.1.3 changes in exchange rates used in calculating the price of the Surf Camp Package. 6.2 If a cost increase occurs due to any of the changes in 6.1 I-III above, the price may be increased by an amount corresponding to Lisbon Surf Hostel share of the cost increase incurred when fulfilling the Agreement. For example, if a fee according to 6.1 above increases by 10€ for each Travel, the price may be increased by the same amount. 6.3 The right to increase the price as stated above is only available if the cost increase exceeds 10€. 6.4 The price may not be increased during the last 20 days prior to the agreed date of departure. We undertake to inform Travelers about price changes as soon as possible. 6.5 The price for a Surf Camp Package should correspondingly be reduced if our costs decrease earlier than 20 days prior to the agreed departure date, for the same reasons as stated above in section 6.1. In case of cost reduction, the price should be reduced only if the cost reduction exceeds 10€.

## **7. TRANSFER OF SURF CAMP PACKAGE**

7.1 The Traveler has the right to transfer the Package Tour to another person, if this person complies with these Terms and the Agreement and fulfils the conditions of participation in the Surf Camp Package, for a fee of 25€. The prerequisite is that Lisbon Surf Hostel is notified within a reasonable time before departure. The right to transfer the Surf Camp Package may be limited, in whole or in part, by us if a transfer is not possible due to conditions imposed by subcontractors. Restrictions on the right to transfer a Surf Camp Package shall always be clearly stated in the Agreement. 7.2 The Traveler and the person to whom the Surf Camp Package is transferred are jointly and severally liable for the amount remaining to be paid for the

Surf Camp Package and for all additional costs resulting from the transfer. In addition, we are entitled to reasonable compensation for the extra work and additional costs we incur as a result of the transfer.

## **8. CHANGES REQUESTED BY THE TRAVELER BEFORE DEPARTURE**

8.1 For changes made after the Agreement has become binding upon the parties, Lisbon Surf Hostel has, in addition to the reimbursement for the actual costs resulting from the changes, the right to charge an administrative fee. The Traveler's changes in this section 8.1 refers to changes made to the date of the Surf Camp Package, the destination or the Travelers participating in the Surf Camp Package etc.

8.2 Change of dates cannot be made less than 30 days prior to the arrival date.

Downgrading the package from full package to bed and breakfast package can be done as long as its 7 days or more to arrival day. Each separate week in a package starts on the camp arrival day. To downgrade separate weeks in a long duration pack (more than 1 week) the downgrade has to be requested at least 7 days or more

before the week in question starts. Adding services can be made up until 3 days prior to arrival. Change fee of 25 eur will be added to the invoice.

8.3 Lisbon Surf Hostel will do their best to change the date of a booking if this is a request from the Traveler. However, be aware that this has to be done at the latest 30 days prior of the departure, as well as that such change is dependent of the availability on the desired dates. Change of date will entail an administration fee of 25€ per person in the

booking. 8.4 Change of date will potentially result in added costs according to price adjustments alongside seasonal circumstances at the destination. Lisbon Surf

Hostel is required to inform the Traveler of a prospective rise of Surf Camp Package costs by requests from Travelers to change the dates of a Surf Camp Package.

8.5 The person responsible for the booking and payment, can request to change the name of the traveller in their booking, but only if the package already has been paid in full. Lisbon Surf Hostel accepts name change, but will not accept responsibility for payment from the person taking over the booking. This is considered an interaction between the original traveller and the new traveller.

## **9. CHANGES/CANCELLATIONS MADE BY LISBON SURF HOSTEL BEFORE DEPARTURE**

9.1 Lisbon Surf Hostel may change the terms of the Agreement after the Agreement has been concluded. If the Surf Camp Package has to be cancelled or if it cannot be carried out as agreed, the Traveler will be informed as soon as possible. 9.2 If the change results in a reduction of the value of the Surf Camp Package, the Traveler is entitled to a price reduction. However, this does not apply to any changes or deviations that may be considered to be of minor importance to the Traveler. 9.3 If we can not fulfill what we have committed to under the Agreement and this constitutes a significant breach of contract for the Traveler, the Traveler may: cancel the Agreement and recover all the amount paid by the Traveler who made the booking under the Agreement; or participate in another Surf Camp Package, if we can offer this. 9.4 In so far as the Traveler wishes to terminate the Agreement for the reasons stated in this section 9, Lisbon Surf Hostel shall be informed within a reasonable period of time. If this is not done, you will lose the right to terminate the Agreement. 9.5 If the replacement Surf Camp Package is less than the original Surf Camp Package, we will refund the price difference to the Traveler.

## **10. CHANGES MADE BY LISBON SURF HOSTEL AFTER DEPARTURE**

10.1 Due to later events, we may not be able to provide parts of the agreed services after departure. For certain Surf Camp Package, it may for example be difficult to predict the precise outcome because of their special nature. Changed natural conditions, road change, political events, etc. may cause us to make changes to the travel plan. In such cases, if possible, we will offer the Traveler compensational Surf Camp Package. If the change causes a degradation for the Traveler, this may be entitled to damages and / or deductions. 10.2 If Lisbon Surf Hostel finds it necessary, an already started Surf Camp Package can be cancelled or changed. By such cancellations, the Traveler has the right to demand the refund of an amount equivalent to the amount of days the Traveler has not made use of. When changing the Surf Camp Package, the Traveler will be informed of what refund regulations that will abide at the specific destination, and the possibility to make the choice whether they want to cancel the Surf Camp Package, or accept the changes that will be made. 10.3 If changes to the agreed services under 10.1 or 10.2 are due to



circumstances beyond our control which we could not reasonably have expected to count on when the Agreement was concluded and whose consequences we could not reasonably have avoided or overcome, the Traveler is not entitled to damages. If changes are due to subcontractors we have hired, we are free of liability only if it is due to a circumstance beyond the subcontractor's control.

## **11. THE TRAVELER'S RIGHT TO CANCEL THE SURF CAMP PACKAGE**

11.1 The Traveler's cancellation of the Surf Camp Package must be done in writing, either by mail or e-mail to the addresses listed in section 19 in these Terms. Send us a written cancellation with the number of your Booking Confirmation and your account number included, and we will refund the amount within 2 weeks from the cancellation date. 11.2 Please note the 14-day open purchase policy as stated in section 5 above. 11.3 The date of which Lisbon Surf Hostel receive the cancellation will be crucial for the amount of the refund / the Traveler's payment responsibilities. Cancellation in days before departure: Percentage of total refund: 11.4 Cancellation terms without insurance 11.4.1 From 61 days or more to arrival; 75% (you will be charged 25 % of the total amount) 11.4.2 60 days or less to arrival: 50% (you will be charged 50 % of the total amount) 11.4.3 Under 30 days to arrival: 0% (you will be charged 100 % of the total amount) 7 11.5 There will be no refund if the Traveler chooses to cancel a Surf Camp Package after it has commenced, unless the cancellation is in accordance with section 12.

## **12. LISBON SURF HOSTEL RIGHT TO CANCEL THE SURF CAMP PACKAGE**

12.1 In accordance with paragraph 9 in this agreement, Lisbon Surf Hostel has the right to cancel the booking and retain the deposit if payment has not been made in full within 60 days of arrival. It's important to place payment by credit card in order to assure that payment is registered in Lisbon Surf Hostel system on the payment due date (60 days prior to arrival). 12.2 If you have been offered an invoice payment it's important that you place payment at the very latest 1 week PRIOR to payment due date, to ensure that payment is registered on your booking at the time of the payment due date. A delay of 1 week when paying via bank transfer is considered

normal procedure and therefore a payment a week prior to due date is necessary when paying with bank transfer.

### **13. FORCE MAJEURE**

13.1 Lisbon Surf Hostel, as well as the Traveler, has the right to withdraw from the Agreement, after the Agreement has become binding upon the Parties, if a natural disaster, war, mobilization or military call-up of larger scale, requisition, seizure, authority regulations, contagious diseases and riots or other events that significantly influences the performance of a Surf Camp Package or the conditions of the travel destination at the time when the Surf Camp Package is to be carried out. If the Traveler or Lisbon Surf Hostel waive the Agreement under this provision, the Traveler is entitled to a refund of what he / she has paid under the Agreement. If Lisbon Surf Hostel waive the Agreement under this provision, the Traveler is not entitled to damages or any other penalties. 13.2 The assessment of whether an event is considered to be such an event as specified in 13.1 shall be made taking into account official statements from Portuguese and other international authorities. A statement issued by the Ministry of Foreign Affairs refraining from travel to the current travel destination shall be regarded as such an event. 13.3 The Traveler is not entitled to withdraw from the Agreement in accordance with clause 13.1 if, at the conclusion of the Agreement, he / she knew that such an incident occurred as referred to in this section 12 or if the event was generally known. 13.4 The cancellation by force majeure is not valid if the camp at the destination does not have to close due to the force majeure, e.g. if there is a volcano eruption causing a cloud of ashes that will lead to flight cancellations. Lisbon Surf Hostel does not offer or sell flights, and is therefore not obliged to refund their packages if there is a flight cancellation that leads to the customer being hindered from arriving in time.

### **14. CANCELLATION & TRAVEL INSURANCE**

14.1 Please note that Lisbon Surf Hostel do not have any registered travel guarantee.

14.2 Cancellation insurance Lisbon Surf Hostel offer cancellation insurance as an additional product by booking. The following insurance only applies to packages and payments conducted to Lisbon Surf Hostel. E.g. for stay at one of our destinations, classes, food, tours and airport transports arranged by Lisbon Surf Hostel. Lisbon

Surf Hostel cancellation insurance does not give rights to claim any indirect loss, and does therefore not apply to costs such as airline costs, lost vacation days from work, etc. The cancellation insurance secures full refund of the purchased package from Lisbon Surf Hostel minus cancellation fee if the cancellation is in accordance with the following notions: 1) The cancellation insurance fee is 15 % of the total amount purchased. 2) The cancellation with the use of cancellation insurance must occur in writing to [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com) at least 1 day prior to arrival. Cancellations on or after the arrival date is not considered valid. 3) The cancellation insurance is personal and can only be used for the traveller who chose to buy the cancellation insurance. For bookings with multiple travellers, each traveller must purchase their own insurance under their name. Insurance can not be transferred to other customers. 4) If the customer has bought the organisers cancellation insurance, it is the organisers responsibility to refund the individual customer as soon as the customer provides the cancellation documentation and within 2 weeks. By cancellation regarding multiple persons in one travelling party, the refund will go through to the person listed as responsible for the booking. 14.3 When paying by bank or credit card, special terms apply to the bank / card supplier.

## **15. REFUNDS, COMPLAINTS, CLAIMS AND ERROR CORRECTION**

15.1 In the event of a defect in the agreed services, the Traveler shall immediately, after having noticed or should have noticed the defect, give Lisbon Surf Hostel or to the subcontractor to which the fault relates a complaint, so that we or the subcontractor are given the opportunity to correct the defect. Complaints should be made on the journey if possible. If it has been possible to make the complaint before returning home, but this has not happened, the Travellers right to complain has been lost. 15.2 The Traveler shall, as far as possible, ensure that the complaint is documented in writing by us or our subcontractor at the destination. The Traveler may not invoke a defect if a complaint has not been made in accordance with the section 14.1 above. 15.3 Claims for damages or deductions shall be made to Lisbon Surf Hostel immediately after the end of Surf Camp Package and within 7 days of check out date to [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com) 15.4 If a claim is made due to defects in the Surf Camp Package later than two months from the date on which the Traveler noticed or should have noticed the defect, the Traveler is deemed to have lost the

right to invoke the defect. 15.5 If we offer to correct the error, the Traveler may not demand a deduction or cancel the Agreement, provided that the correction is made within a reasonable time and at no additional cost or material disadvantage to the Traveler. 15.6 The Traveler should always limit his / her injury to the furthest extent possible.

## **16. PARTICIPATION IN ACTIVITIES**

16.1 Please note that sometimes Lisbon Surf Hostel only acts as an intermediary and does not organize or perform the Activity at the destination. Activities may be organized and performed by an affiliate or subcontractor to Lisbon Surf Hostel. 16.2 If the Activity is not organized by Lisbon Surf Hostel, Lisbon Surf Hostel is not responsible for the performance of the Activity. Different terms, regulations or laws may apply to an Activity not performed by Lisbon Surf Hostel and the relationship between the Traveler and the party responsible for the Activity. 16.3 If the Activity is not performed by Lisbon Surf Hostel, the Traveler shall be informed who the responsible party is. If the Traveler has questions, requests or complaints regarding the performance of the Activity the party responsible for the Activity should be contacted directly. 16.4 Travelers participate in all Activities on their own risk and are responsible for assessing whether a Surf Camp Package and/or Activity is suitable for them or not. Travelers should consult a physician to confirm their fitness for travel and participation in any planned Activities. 16.5 Lisbon Surf Camp does not provide medical advice. It is the Travelers responsibility to assess the risks and requirements of each aspect of the Surf Camp Package and Activity based on their unique circumstances, limitations, fitness level and medical requirements. 16.6 In order to participate in an Activity, you must upon request provide any medical information reasonably requested by Lisbon Surf Camp and may be required to complete Lisbon Surf Hostel medical information form available at the time of booking or at the destination of the Surf Camp Package. 16.7 Medical forms are mandatory for certain Package Tours. 16.8 Lisbon Surf Hostel reserves the right to deny the Traveler permission to travel or participate in any aspect of a Surf Camp Package or Activity at any time and at the Traveler's own risk and expense where Lisbon Surf Hostel determines that the Traveler's physical or mental condition

renders the Traveler unfit for travel or represent a danger to he or herself or others.

16.9 Please note that affiliates and subcontractors organizing Activities also may require the Traveler to complete a medical information form before participating in the Activity. 16.10 Lisbon Surf Hostel are not responsible for wind, wave, snow and weather conditions during your stay, and will have the right to cancel surf/snow/skiing lessons, guided tours up 10 the mountain, if wind, surf, snow and weather conditions make it impossible or unsafe to run lessons as planned.

Instructors and guides working for Lisbon Surf Hostel will have the full right to take decisions about whether the conditions are appropriate or not for lessons, and will also do their best to give the missing lesson(s) back at another time during your stay. Lisbon Surf Hostel will have the full right to take decisions about whether the conditions are appropriate or not for lessons, gear and rentals. Travelers cannot claim a refund because of snow or any other weather conditions hindering Lisbon Surf Hostel in giving safe activity lessons.

## **17. LIMITATION OF LIABILITY**

17.1 Without limiting any other provision of these Terms, to the fullest extent permitted by law, Lisbon Surf Hostel shall not be responsible or assume any liability to any Traveler for: (a) any injury, damage, loss or delay affecting any person or property not arising from Lisbon Surf Hostel own negligence or breach; (b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond our reasonable control, including but not limited to: 17.1.1 actions or omissions of third parties (including any applicable third party service providers); 17.1.2 a force majeure events; 17.1.3 a failure by the Traveler to comply with any of his or her obligations hereunder; 17.3.4 a failure by the Traveler to possess, obtain or maintain any travel documentation required for the Surf Camp Package (e.g. health certificates, visas, valid passports, etc.); 17.3.4 a failure by the Traveler to follow reasonable instructions, including but not limited to noting and complying with specified check-in and check-out and/or meeting places and times. 17.2 To the fullest extent permitted by law, our maximum liability to any Traveler for any loss, damage, cost and/or expense shall in no event exceed the amount of the Surf Camp Package fare paid to and received by us in respect of such Traveler.

## **18. AMENDMENTS**

18.1 Lisbon Surf Hostel reserves the right to update or alter these Terms at any time, and will post the amended Terms on the Website. Any amendment will take effect 10 days after being posted to the Website. An up to date copy of these Terms, as amended, may be accessed at any time on the Website and will be sent to you upon written request to Lisbon Surf Hostel. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Website.

## **19. SEVERABILITY**

19.1 If any provision, or part thereof, in the Agreement would be or become invalid, this shall not render the entire Agreement invalid. Instead, and to the extent the invalidity substantially affects a Party's payoff or performance according to the Agreement, reasonable adjustment shall be made.

## **20. LISBON SURF CAMP CODE OF CONDUCT**

Our aim at Lisbon Surf Hostel is to provide good times for our guests but to everyone working for us. Any breach of these codes done by staff members or guests can be reported via this [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com)

1. Respect in the camp • Respect other guests and staff, including local staff • The camp language at Lisbon Surf Hostel is English to ensure that everyone feels included.

2. Safe environment free of discrimination and harassment • Lisbon Surf Hostel is committed to providing a safe environment for all its guests and employees, free from discrimination on any ground and any form of harassment at the camps. • Lisbon Surf Hostel will operate a zero tolerance policy for any form of harassment at the camps, treat all incidents seriously and promptly investigate all allegations of harassment. Any person found to have harassed another will face disciplinary action, up to and including dismissal from the camp. All complaints of harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

3. Drugs and alcohol • Substance abuse is prohibited. Consumption of alcohol is not banned, but use good judgement and never drink in a way that leads to impaired performance or inappropriate behaviour, endangers the safety of others or violates the law. • Illegal drugs are strictly prohibited at any time.
4. Protection of Camp Property • All guests and staff should treat our camps' property and equipment with respect and care.
5. Communication • Communication between guests/staff should always be in a respectful manner, regardless of gender, origin, position and sexual orientation.
6. Internet usage: • It is prohibited to use our internet connection to: ○ Download or upload obscene, offensive or illegal material. ○ Send confidential information to unauthorized recipients. ○ Invade another person's privacy and gain access to sensitive information. ○ Download or upload pirated movies, music, material or software. ○ Visit potentially dangerous websites that can compromise our network and computers safety. ○ Perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

## **21. CONTACT INFORMATION**

21.1 If you have any questions regarding these Terms, your Booking Confirmation, changes to the Surf Camp Package, refunds, general questions or other, please send us a message to [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com) or send us a letter using the address OCEANO100FAROL, Lda, Av.General Eduardo Galhardo 131, Lisboa, Portugal. You can also reach us by calling +351 911 110 889.

## **22. GOVERNING LAW AND DISPUTE RESOLUTION**

22.1 This Agreement shall be construed in accordance with, and governed by the laws of Portugal. 22.2 All disputes in relation to this Agreement shall be settled by public courts in Portugal with the District Court of Lisbon as the court of first instance.

### **Introduction**

At Lisbon Surf Hostel, we are committed to protecting the privacy and personal information of our guests and website visitors. This Privacy Policy explains how we

collect, use, disclose, and protect personal information. By using our services or visiting our website, you agree to the terms of this Privacy Policy.

#### Information We Collect

- Personal Information We may collect personal information, including but not limited to:

Full name

Contact information (email address, phone number, postal address)

Date of birth

Nationality

Passport or ID information

Emergency contact details

Dietary restrictions or preferences

Any other information you voluntarily provide to us

Usage Data We may collect non-personal information about your use of our website and services, such as IP address, browser type, device information, referring website, pages visited, and the duration of your visit. This information is collected using cookies and similar technologies.

#### Use of Information

We may use the collected information for the following purposes:

Providing and managing our services

Processing bookings and reservations

Communicating with you regarding your stay or inquiries

Sending relevant information, updates, and marketing communications

Personalizing and improving our services

Analyzing usage patterns and improving our website

Complying with legal obligations

#### Disclosure of Information

- We may disclose personal information to third parties in the following circumstances:

Service Providers: We may share information with trusted third-party service providers who assist us in operating our business and providing services to you (e.g., payment processors, email marketing platforms).



#### Legal Compliance:

We may disclose information if required by law or if we believe such disclosure is necessary to protect our rights, safety, or property, or to comply with a judicial proceeding, court order, or legal process.

**Business Transfers:** In the event of a merger, acquisition, or sale of all or a portion of our assets, personal information may be transferred to the acquiring entity.

#### Data Retention

We will retain personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. When personal information is no longer needed, we will securely dispose of or anonymize it.

#### Data Security

We implement reasonable security measures to protect the personal information we collect and store. However, please note that no method of transmission or storage is completely secure, and we cannot guarantee the absolute security of your information.

- **Your Rights**

You have certain rights regarding your personal information, including:

##### Access:

You can request a copy of the personal information we hold about you.

**Rectification:** You can request corrections or updates to your personal information.

##### Erasure:

You can request the deletion of your personal information, subject to legal obligations and our legitimate interests.

##### Restriction:

You can request the restriction of the processing of your personal information under certain circumstances.

##### Objection:

You can object to the processing of your personal information based on our legitimate interests.

#### Withdrawal of Consent:

If you provided consent for the processing of your personal information, you can withdraw your consent at any time. To exercise your rights or make any requests related to your personal information, please contact us using the information provided in Section 9.

#### Third-Party Websites

Our website may contain links to third-party websites. This Privacy Policy does not apply to those websites, and we are not responsible for their privacy practices. We encourage you to review the privacy policies of any third-party websites you visit.

#### Contact Us

If you have any questions, concerns, or requests regarding this Privacy Policy or the processing of your personal information, please contact us at:

Email: [hello@lisbonsurfhostel.com](mailto:hello@lisbonsurfhostel.com)

Phone: +351961686816

Address: Av.General Eduardo Galhardo 131

#### Changes to the Privacy Policy:

We reserve the right to modify or update this Privacy Policy at any time. Any changes will be effective upon posting the revised Privacy Policy on our website. We encourage you to review this Privacy Policy periodically.

By using our services or visiting our website after any changes to this Privacy Policy, you acknowledge and accept the updated terms.

