

GENERAL TERMS AND CONDITIONS

DUOTONE PRO CENTER ZANZIBAR

DPC ZANZIBAR GENERAL TERMS AND CONDITIONS (01/2022)

ZANZIBAR FISHING CLUB LTD (HEREINAFTER REFERRED TO AS "MVUVI") OFFERS THE FOLLOWING SERVICES:

- Kiteboarding, Foil Wing, Kitefoil, Stand up Paddling, lessons and rental.
- Renting-out of watersports equipment as well as other types of sports equipment.
- Rental of storage boxes and places for private equipment.

The following regulation contains the rules and conditions which the guests must follow when entering the Duotone Pro Center Zanzibar or when using any of its goods and services.

A. RULES ON THE WATER

All nautical activities are performed under every customer's own responsibility. During these activities the general navigation guidelines and all rules of the competent bodies must be followed. Wearing a life west is legally required.

1. Shoes, helmets, buoyancy aid have to be worn during lessons at all times
2. Rentals are encouraged to wear shoes, as there are sharp corals and sea urchins
3. No equipment is allowed to be left on the beach unattended

4. It is strongly prohibited to do any water sports activities outside the reef
5. Rentals must stay within view of the kite center at all times
6. It is mandatory for children to wear a lifejacket at all times
7. It is prohibited to do any water sports activities in stormy weather, please ask your DPC staff if you are unsure

KITE/ WING

8. Kite/Wing is not allowed outside the designated area (3x length of pontile) unless being accompanied by an instructor
9. It is prohibited to Kite/Wing at the reef
10. Kite/ Wingfoiling is prohibited during off-shore wind unless accompanied by an instructor
11. No jumping/ tricks near the boat or the pontile
12. Rentals/Lessons must keep a safety distance of at least 200 meters from the pontile
13. Rentals must keep a 100m distance away from students/lessons
14. Kite rental is only allowed to independent riders (VWDS 4 or IKO Level 3) who know how to go upwind
15. WING rental is only allowed to independent riders, minimum foiling distance 100 meters (jibbing, tacks not necessary)

SUP

16. SUP is not allowed outside the designated SUP area (2x length of pontile) unless being accompanied by an instructor

17. SUP is prohibited during off-shore wind

18. The SUP is restricted to 1 person per SUP

19. It is not allowed to go with the SUP under the pontile

20. It is mandatory to wear a footstrap and shoes at all times

21. Rentals must bear caution not to damage the SUP on sea urchins or sharp corals

B. STORAGE

22. All guests/customers are responsible for their own material, equipment rented from the center, and the property/goods of Duotone Pro Center as well as for the sorting and return of the gear. It is forbidden to leave the materials unattended or in any other way which endangers the safety of people, and property. The owner or renter bears full liability for any damage caused by negligently behaviour

23. The sports equipment must be placed in the appropriate stands without creating any obstacles for other users

24. Storing equipment and belongings is at its own risk. Therefore, Duotone Pro Center Zanzibar cannot be held liable or responsible for any loss, theft or damage of private equipment or belongings. We kindly ask not to leave valuables unattended in the area of the center. Customers are obligated to keep the storage and locker area closed after each use, and to respect the opening times of the center

C. EQUIPMENT RENTAL CONDITIONS

25. To rent kite equipment, you must be an independent rider (VDWS level 4 or IKO level 3) with the ability to ride upwind. If you do not have a license, a check-up is required (20 USD) and will grant you a license upon successful completion. To rent wing foil equipment, you must be an independent rider able to foil a distance of 100 meters (jibbing and tacking skills are not required). If you do not have a license, a check-up is required (20 USD) and will grant you a license upon successful completion.

26. Full kite equipment includes Kite, Bar, Harness, Twintip, Life Jacket, Shoes, Helmet. Full Wing equipment includes Wing, Foilboard & Foil, Life Jacket, Shoes, Helmet.

27. By renting in our center you relieve Mvuvi of any civil liability from any responsibility regarding the use of the sports equipment requested for hire.

28. By renting in our center you assume all and any responsibility for any damage caused to the same equipment or damage to the third parties, exempting Mvuvi, its collaborators or instructors.

29. If the equipment gets damaged, the renter agrees to cover the repair cost. Damages are being charged based on the damage pricelist (see below). If damaged equipment is beyond repair or repair will devalue the product too much, the renter agrees to pay the retail price of the damaged product and the product will go into the ownership of the renter

30. By renting in our center you assume in your own, every and each responsibility for possible damages suffered to your own person consequent from exercise of the sport practice and from the use of the equipment, to have adequate capacity and appropriate competence to be sufficiently prepared and to know the basic rules of behaviour and navigation for the sport in which you require specific equipment, to know the school regulations and its procedures and to approve it.

31. By renting in our center, you declare to not have medical conditions that prohibit the practice of sports at an amateur level.

32. Life jacket is included in the rental price. Rental gear must be returned at 6:30pm the same day.

33. As deposit, a valid ID document (passport/ driver license) is required which will be kept during the rental period.

34. All material is assigned to you by our team for your personal use, only. Please check the condition of the material when handing it over in order to report any damage immediately. When returning the material, we ask that you check the material for any damage.

35. It is in the discretion of the kite school to terminate the rental agreement at any time.

D. PRICES & PAYMENT TERMS

36. All prices are inclusive of tax. Credit card payments are subject to 5% surcharge. Payment is upfront and in full amount. Discounts cannot be accumulated.

E. BOOKING & CANCELLATION POLICY

Lessons

37. All courses are booked for the specified dates and are non-transferable

38. No course booking is confirmed before payment, or reservation fee is received. The student may change the booking at any time up to 1 month prior to the course start date by sending an email and changing the date of the course

39. At the moment of pre-booking we ask for the payment of the full amount. In case of cancellation within 1 month prior the lesson/rental date, the reservation deposit will not be refundable

40. The student must accept that all courses are weather dependent and that this may adversely affect your course. If in the judgement of kite centre a course is unable to start due to the weather conditions, or because safety could be compromised for any reason, students will be offered a credit in respect of any days owed to them

41. Students with pre booking need to contact or pass by the kite centre the day before to check the time to start the lessons. Students should be punctual and available at each start of a session. Those who do not attend the sessions booked in for, will lose those sessions and this is non-refundable

42. The time for lessons are rounded up by half an hour

43. In case there is a half hour left due to bad weather conditions the full lesson will be charged

44. Lessons cancelled (last minute) by students, when weather conditions are teachable (at the discretion of the kite school), will be charged at 100 %

45. Students that are late or don't show are charged fully

Rental

46. At the moment of pre-booking we ask for the payment of the full amount. In case of cancellation within 1 month, the reservation deposit will not be refundable.

47. Before rental is confirmed, the renter must prove the level of competence, With strong doubt the renter has to take a refresher

48. Reservations have priority of walk-in guests

49. A guest can not claim or make a reservation for a specific size or type board or kite/wing, first in has first choice

50. The rental time must be consumed in one go and cannot be split between days or throughout the day.

Cancellation

When a booking is confirmed and after confirmation a booking is cancelled we follow the following cancellation policy:

- 100% refund in case of cancellation 1 month prior the starting date

No Wind Policy

51. If courses are canceled due to no wind conditions (at the kite school's discretion), any payments made will be refunded. **The refund will be determined by the actual hours used and the corresponding consumed package (1h, 3h, 6h, 9h), not the initially purchased package.** For example, if a customer bought a 9-hour package but only used 4 hours, the refund will be based on the 3-hour package plus an additional 1 hour.

F. LIABILITY INSURANCE

52. All students are insured through the Duotone Pro Center Zanzibar liability insurance. If you rent, (Kite, Wing, Foil, SUP), as well as if you rent after the end of a lesson, you are not insured for yourself or against third parties. You are liable for damage to the material, loss of the material and damage to third parties (people / material). **We strongly recommend liability insurance. Further information at our office.**

Not covered (also with insurance):

- Kite surfing on the reef
- Learning new tricks like handle passes/kite loop, advanced wing-foil jumps
- Breakage due diligence
- Kite surfing with low tide around or on the seaweed farms
- Rental material has to be used at the spot in front of the watersports centre

G. DAMAGE PRICELIST

- Lost Kite/Wing/SUP equipment: 100% of retail price
- Broken Kite/Wing (complete rip): 70% of retail price
- Broken Kite/Wing (cut, hole)small: 20% of retail price
- Broken Kite/Wing (cut, hole)big: 50% of retail price
- Broken line: \$50
- Lost fin: \$20
- Broken board: \$100% of retail price
- Hole in the Kite/Wing Foilboard: 100% of the retail price
- Damaged board twintip, waveboard: 50% of retail price
- Damaged / broken footpads: \$50
- Damaged/broken bar: \$200

H. LIABILITY WAIVER

- I understand and acknowledge that watersports activities have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate.

- I expressly and voluntarily assume all risk of personal injury or death sustained while participating in watersports activities whether or not caused by the negligence of the released parties.

- I agree that i will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

- I confirm that i am an open water swimmer.

- I am not under the influence of alcohol or drugs.

- I am in good health condition and have no medical condition that may interfere with the said activities. I am not pregnant or nursing. I have no mental impairment that may affect my judgment of danger and information given during the practice of watersports activities.

- The school manager and/or the instructor has given me the full opportunity to ask any and all questions about watersport activities and all of my questions have been answered to my total satisfaction.
- I acknowledge that i have been given adequate opportunity to read and understand this document.
- I further represent that i am at least 18 years of age or that as the parent or legal guardian i waive and release any and all legal rights that may accrue to me or to my minor child as the result of any injury that my son or daughter (minor) may suffer while engaging in waterports activities.
- I give my consent to the instructor or center to share my personal information to the iko in order to receive my certification.

I. DATA POLICY & NEWSLETTER

53. All participants agree to the privacy policy (data protection act) of DPC as shown on the website and also agree to receive communication from DPC and the Boards & More brands Duotone, Fanatic and ION such as e-mails and/or newsletters. At any time, participants can ask to modify or remove personal details from the database. you will find further information about our [privacy policiy here](#).

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