

General Terms and Booking Conditions

REGISTRATION AND PAYMENT > Surf Lessons

The registration can be done in written or oral form and occurs by the applicant for all named or listed participants. The applicant takes responsibility for the contractual obligation of the registered persons if he/she has taken a separate commitment through an explicit declaration. If the participant has registered for the surf course including accommodation, he/she has to transfer 200€ per person as a deposit on the account of Rapa Nui Aloha S.L. The claim of participation is valid with the incoming payment. The remaining sum needs to be transferred two weeks prior to the start of the travel to the account of Rapa Nui Aloha S.L. As soon as the deposit is on the bank account, Rapa Nui Aloha S.L. will send an invoice per E-Mail, which serves as a booking confirmation. If the participant registers for a surf course excluding accommodation, the contract is valid with acceptance through Rapa Nui Aloha S.L. The payment is due on the first surf course day.

ELIGIBILITY REQUIREMENTS/ OBLIGATORY SUPERVISION

The participant explicitly declares that there are no concerns from a medical point of view for the practice of surfing. Swimming skills and athletic capacity are requirements for the participation. The course participants need to obey to the instructions of the surf teachers. In case of irresponsible behavior, which jeopardizes the health or image of the participants or Rapa Nui Aloha S.L., the participant can be suspended from the course. In this case Rapa Nui Aloha S.L. will not refund the paid amount. The Rapa Nui Aloha Sports S.L. does not take obligatory supervision over underage participants apart from legal existing liability for premises.

LIABILITY

The participation in the surf course, the travel, the claiming of the website listed services and the stay happen on your own responsibility. The liability of the Rapa Nui Aloha Sports S.L. does not extend to dangers that necessarily are connected to the sport of surfing and knowingly are hazarded by the participant as well as to damages that are caused by other participants or third parties. A liability insurance of Rapa Nui Aloha Sports S.L. exists, which only takes effect on the shuttle routes but not on losses and damages to the belongings of the participants. The equipment has to be handled with care. The participant is liable for any damages caused to grossly negligent behaviour or losses. The Rapa Nui Aloha Sports S.L. is not liable for weather conditions. If the course is not realizable due to weather conditions, the amount will not be repaid.

CANCELLATION AND RESIGNATION BY THE CUSTOMER

Cancellations of bookings can be made at any time. We kindly ask that cancellations be sent in writing, either as a letter or by email. The cancellation is considered valid from the time it is received. If you cancel accommodation and surf lessons with us, Rapa Nui Aloha Sports, up to 30 days before arrival due to illness or personal reasons, a processing fee of 50% of the travel price will be charged. For cancellations made from 30 days before arrival up until the arrival date, an 80% processing fee on the travel price will be charged.

Travel cancellation insurance is not included in the price, and it is advisable to purchase such insurance. Additionally, it is recommended to consider a comprehensive insurance package.

REPLACEMENT / CHANGE OF RESERVATION

Until the beginning of the travel the participant can demand, that a third person enters the rights and duties of the travel contract as replacement for himself. In this case 10 € need to be paid for the change of the travel documents per replacement. The host can refuse the replacement, if the

replacement does not meet the special travel requirement or if he is opposed to statutory provisions. If the third person enters the travel contract, he/she and the original participant are liable for the total sum and the additional charges. A fee of 30 € per participant is payable in the case of a demanded rebooking of an accommodation.

CANCELLATION AND RESIGNATION BY THE HOST

Rapa Nui Aloha Sports S.L. can cancel the travel contract without compliance to deadlines before and after the start of the travel, if the participant disturbs the procedure of the travel (regardless of a warning by the host) strongly, or he/she acts contrary to the contract so that an immediate rescission of the travel contract is justified. If the host cancels, he refunds the sum less the incurred extra costs to the customer. Further demands cannot be claimed.

INSURANCES

travel cancellation insurance is not included in the price. The completion of such an insurance is recommended. Above all, a complete insurance package is recommended.

CHANGE OF THE EVENT PROCESS

Changes to the process of the event cannot be excluded. Especially due to dangers caused by the weather, the surf course program can be cancelled and an alternative program can be offered.

GUARANTEE

The participant agrees that the Rapa Nui Aloha Sports S.L. will provide a satisfactory service or improve poor services within an appropriate time limit, instead of price reduction or conversion. Remedy can be found in either resolving a default or in providing an equal or superior compensation with approval of the participant. Defaults are to be mentioned directly and promptly to the Rapa Nui Aloha Sports S.L.. The host can deny the remedy, if it requires unreasonable expenses. In the context of legal regulations the participant is obligated to assist in avoiding and minimizing possible defaults and to give notice to any kind of complaint immediately.

ELIMINATION OF DEMANDS/ LIMITATION OF CLAIMS

Inadequate services, subsequent frustration and infringement of accessory obligations have to be claimed by the participant within one month after the ending of the travel contract. Claims after expiration of the deadline can only be enforced when the participant had no actual fault on keeping the deadline. In this case any claims are time barred after the expiry of one year from the date of execution of the contract.

SEVERABILITY CLAUSE

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of the travel contract or any other provision of this agreement, which shall remain in full force and effect.

DELAY OF PAYMENT

A fine of 30,- € will be charged for a delay of payment. This applies to partner agencies as well as course participants.

GENERAL TERMS AND CONDITIONS > Surfcamp Clients

For accommodation, Rapa Nui Aloha Sports S.L. acts as an intermediary and is not the owner of these accommodations. Therefore, Rapa Nui Aloha Sports S.L. is not subject to the travel law or general

terms and conditions that apply to travel agencies; Rapa Nui Aloha Sports S.L. is a recreational sports provider. Travel cancellation insurance is not included in the price. If a trip must be canceled due to illness or personal reasons, a processing fee of 10% of the travel price will be charged up to 30 days before arrival; from 30 days prior to arrival, an 80% fee on the travel price will apply.

To confirm an offer and make the booking binding, a deposit of €200 per person must be paid to the German account of Rapa Nui Aloha S.L. as a sign of commitment. The remaining balance is due 7 days before the start of the trip. If payment is not received, Rapa Nui Aloha Sports S.L. reserves the right to cancel the accommodation booked by the customer. A receipt, sent to the customer via email upon deposit payment, also serves as a booking confirmation.

If a surf course is booked, paid for, and attended as part of the surf camp, but the participant later finds that they do not enjoy the sport, no refund will be given. Offers for accommodations with surf courses made online by Rapa Nui Aloha Sports S.L. are only valid for 24 hours during peak travel seasons, such as Easter, holidays (summer, fall, and winter), and Christmas.

The airport transfer booking with Rapa Nui Aloha Sports S.L. must be made no later than 72 hours before departure. The following information is required: first name, last name, and flight numbers for both outbound and return flights. The service is carried out by a third-party service provider and invoiced through Rapa Nui Aloha Sports S.L. If the booked airport transfer is not used, a cancellation fee of €45 per person will be charged. No discounts or reductions are offered for children under 14 years of age for the airport transfer. For organizational reasons, only round-trip transfers can be booked through the service provider MTS; one-way transfers cannot be booked separately.