

The Salty Pelican

Booking Terms and Conditions

Hey there, thank you for choosing The Salty Pelican for your yoga and surf retreat in Portugal or Sri Lanka. By making a booking with us, you acknowledge and agree to the following terms and conditions. Please read them carefully before confirming your trip.

We've got a quick rundown of our terms and conditions to save you from diving into the depths of fine print. We've handpicked the juiciest bits for you to know, but hey, still give it a read! Here are the 8 major terms you should keep in mind:

1. **Booking and Payment:** Gotta secure your spot with a 50-100% deposit and any remaining balance is payable on arrival – no funny business here.
2. **Cancellation and Refunds:** If your plans go haywire, we've got FREE CANCELLATION UP UNTIL 48 HOURS PRIOR TO YOUR ARRIVAL DATE (not your arrival time) policy, but remember, there may be a few non-refundable fees lurking around.
3. **Changes Requested by the Traveler:** Fancy a tweak to your package tour? Let us know, but certain restrictions apply, like the timing and availability of changes. A little flexibility goes a long way.
4. **Travel Insurance:** We highly recommend getting travel insurance because, you know, life happens. Take care of it yourself, and we'll take care of the adventure. Please note that there are no refunds for any unused activities included in your tour package. In the unfortunate event of injury or sickness, it is solely the responsibility of each guest to have their own travel insurance coverage. Your well-being is a priority, so make sure you're protected and ready for an incredible experience with us.
5. **Early Check-Out Package Refunds:** Once you have checked-in and commenced your stay, we regret to inform you that refunds will not be provided for any requested early check-out dates or tour package changes. We kindly ask our guests to plan their stay duration accordingly, as changes to the check-out date or tour package after check-in will not be eligible for a refund. We appreciate your understanding in this matter.
6. **Third-Party Bookings:** For reservations made through a third-party website such as www.bookyogaretreats.com, it is important to note that the deposit and cancellation policies of that specific platform will apply. In such cases, the terms and conditions outlined in this document will be rendered null and void.
7. **Late Check-in:** It is important to note that check-ins are not permitted after 22:00 PM. To arrange a late check-in due to unexpected delays, please contact our reception at +351 932 560 967 before the designated cut-off time.
8. **Adults Only Yoga & Surf Retreat:** Please note that our retreat is exclusively for adults. Persons under the age of 16 are not permitted to stay at our property without prior written consent via email cascais@saltypelicanretreats.com or srilanka@saltypelicanretreats.com

Now that you've got the highlights, take a moment to give the full terms and conditions a once-over. It's like reading the end of a book before the beginning, but trust us, it's worth it. Happy adventures with Salty Pelican !

General Information

These Terms and Conditions ("Agreement") apply to all participants ("Traveler") of the yoga and surf retreat organised by Salty Pelican Lda ("Salty Pelican") in Portugal, with or without activity packages. Salty Pelican can be contacted through the following channels:

Website: www.saltypelicanretreats.com Email: cascais@saltypelicanretreats.com Phone: +351932560960

Definitions

1.1 In these terms and conditions, the following terms shall have the meanings set forth:

"Activities": The activities provided at the retreat destination, including yoga classes, surf lessons, guided hikes and more. These activities may be provided by Salty Pelican Lda or its affiliates, partners, or subcontractors.

"Agreement": These terms and conditions, the booking confirmation, and any other relevant documents provided by Salty Pelican Lda.

"Booking Confirmation": The confirmation of your booking sent to you once your booking is accepted.

"Website": Salty Pelican website at www.saltypelicanretreats.com.

"Package Tour": The retreat package provided by Salty Pelican Lda, which includes accommodation, activities, and other services.

"Terms": These booking terms and conditions. Booking

2.1 By making a booking for a Package Tour, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

2.2 Once you submit a booking request, Salty Pelican will send you a Booking Confirmation after you confirm the booking. The booking is considered binding upon both parties only when the Booking Confirmation is sent to you.

2.3 If you are making a booking on behalf of other participants, you guarantee that you have the authority to accept and agree to these Terms on their behalf. As the designated contact person, you are responsible for all payments, changes, and communication related to the booking.

2.4 If any Traveler is under the age of 16, they must obtain written consent from Salty Pelican in order to make a booking and participate in the retreat. The ability of any traveler under 16 years of age to book and attend the Salty Pelican retreat is solely at the discretion of the management.

2.5 If you are booking as part of a group organised by a third party, additional terms specified in the organisers contract may apply. It is the organisers responsibility to inform the group about these terms.

2.6 Group organisers will receive guest list information, including booking numbers and contact details, for administrative purposes.

2.7 Before invoicing a group organiser responsible for the group's payment, the privacy statement, terms, and conditions will be shared with the organiser for pre-approval.

2.8 By confirming a booking, each participant accepts these terms and conditions, the data protection policy, and the package travel agreement displayed during the booking process.

2.9 Group organisers are responsible for accepting these terms on behalf of their travel group.

Traveler's Obligations

3.1 The Traveler is responsible for having a valid passport and any other necessary documents, including visas and vaccinations required for the destination and the retreat.

3.2 Traveler's are individually responsible for acquiring travel insurance that covers medical treatment, any injuries that may occur during the retreat activities and personal belongings. Salty Pelican accepts no liability for the loss, theft or damage to property however sustained or caused.

3.3 The Traveler is responsible for booking their own flights or other transportation to the retreat destination. It is important to provide accurate information about nationality and passport details for compliance with passport, visa and legal requirements.

3.4 Upon receiving the Booking Confirmation, the Traveler must review all details and ensure that the information is accurate. Any discrepancies should be reported to Salty Pelican immediately.

3.5 The Traveler must promptly notify Salty Pelican of any changes to their contact information that may affect communication.

3.6 The Traveler is expected to behave respectfully and not disrupt the comfort and enjoyment of other retreat participants. Salty Pelican Lda reserves the right to withdraw services or refuse entry to any individual whose behaviour poses a risk to others and their comfort.

3.7 Key Card Policy: During check-in, guests will receive an RFID wristband/keycard to identify all guests and grants access to the property, their room and secure personal storage compartment. It is mandatory to return the wristband/keycard to the reception upon check-out. Failure to do so will incur a €10 charge, which will be added to the invoice during or after check-out is completed.

3.8 Yoga Mat Policy: Upon check-in, guests will be provided with a yoga mat for their use during their stay. It is mandatory to return the yoga mat to the reception upon check-out. Failure to do so will result in a €70 charge, which will be added to the invoice either during or after the check-out process.

3.9 Towel Policy: Upon check-in, guests will be provided with towels for their use during their stay. It is mandatory to return the towels to the reception upon check-out. Failure to do so will result in a €10 charge, which will be added to the invoice either during or after the check-out process.

3.10 The Traveler is responsible for paying a the city tourism tax if there is one in practice and in the conditions the city establishes. (e.g. of €2 per guest per day night, applicable for up to a maximum of 7 nights). The tourism tax amount will be settled by guests during check-in and will not be added to their invoice when the remaining balance is paid.

Rates and Payment Information

4.1 The details provided in our brochures and catalogues, whether in print or digital form, are considered part of the Agreement. These details are binding unless we explicitly reserve the right to make changes and the Traveler has been informed about such changes before entering into the Agreement.

4.2 The total price per Package Tour must be clearly stated and inclusive of all services agreed upon in the Agreement. This price should also cover any mandatory taxes, charges, and fees imposed by national and/or foreign authorities for the services provided (not including city tourism tax).

4.3 For web clients, payment can be made using credit/debit cards and can be divided into two instalments for all retreats. The first instalment, which is a deposit of 50%, is due at the time of the booking with valid credit card. The remaining 50% must be paid in full at the time of check-in on the first day of the Package Tour or booking commencement. Please note for all credit/debit card payments at our property incur a surcharge fee of 3%. There is an ATM just 500m away from the Salty Pelican. Traveler's will receive their invoice/payment status at the time of the booking via email notification.

4.4 Pre-authorisation and charging of the outstanding amount may occur before Traveler arrival or after departure. In case of non-payment at check-in or during the stay followed by guest departure, Salty Pelican Retreats reserves the right to charge the remaining balance including the credit card fee (3%) to the provided credit card without additional consent.

4.5 Large group bookings have the option to pay against an invoice. Upon booking a Package Tour, a non-refundable deposit of 50% of the total price must be paid immediately. The remaining non-refundable 50% of the value is to be paid up until 30 days prior to the arrival date. All group bookings are considered a provisional reservation until payment is received and may be subject to cancellation.

4.6 Please note that if a large group booking for Package Tour is purchased less than 30 days prior to the arrival date, full payment is required at the time of booking. The booking is considered a provisional reservation until payment is received and may be subject to cancellation.

4.7 The payment policy for promotional long-stay bookings of approximately one-month stay or more, full payment is required at the time of booking and is a non-refundable rate.

4.8 Special arrangements are included in the Agreement only when they are sold or marketed together with the main arrangement, either at a common price or separate prices linked to each other.

4.9 Additional special services requested by the Traveler are included in the Agreement only if confirmed by us in writing. Any costs or discounts associated with these additional services must be clearly stated in the price schedule.

4.10 In the event of a payment delay, a reminder with an additional fee and a new payment date will be issued. Further delays in payment may result in the case being forwarded to a debt collector and legal court. It is important to note that the booking is a binding purchase agreement and payment is obligatory unless a written cancellation is made in accordance with the terms specified in the relevant section.

4.11 If the payment terms mentioned above are not met, Salty Pelican reserves the right to consider the booking cancelled and may potentially sell the booking to another customer.

Flexible Booking Policy

5.1 Salty Pelican offers a very flexible booking policy, allowing a full refund up until 48 hours prior to the arrival date (not the check-in time) for all Package Tours and bookings. To exercise this flexible booking policy, the traveler must submit a written cancellation including their booking name, dates, retreat location within the specified time limit, up until midnight two days before the arrival date.

5.2 To request a refund, please send a written refund request to cascais@saltypelicanaretreats.com, and the refund will be processed within 14 days from the cancellation date minus any associated bank transfer fees.

Price Adjustments

6.1 In the event of cost increases that occur after the Agreement has been finalised, we reserve the right to adjust the price of the Package Tour and bookings accordingly. Such cost increases may be due to the following factors: fluctuations in transportation costs, including fuel prices; changes in taxes, fees, and duties or fees related to specific services.

6.2 If there is a cost increase resulting from any of the factors mentioned in 6.1 above, the price of the Package Tour and bookings may be adjusted to reflect Salty Pelican's portion of the incurred cost increase.

6.3 Price adjustments will not be made during the 20 days prior to the agreed arrival date. We are committed to providing Traveler's with prompt notification of any price changes.

Package Tour Transfer

7.1 The Traveler is entitled to transfer the Package Tour or booking to another person who meets the requirements outlined in these Terms and the Agreement and satisfies the conditions for participation in the Package Tour or booking. A transfer fee of 25€ will apply, and Salty Pelican must be notified within a reasonable period before the scheduled departure. However, the right to transfer the Package Tour or booking may be restricted, in whole, if the new dates or room choice are unavailable and prevent the transfer.

7.2 Both the Traveler and the recipient of the transferred Package Tour or booking are jointly and severally responsible for any outstanding payments for the Package Tour or booking and any additional costs arising from the transfer.

Changes Requested Prior to Arrival

8.1 Changes to the Package Tour or booking dates cannot be made within 7 days of the scheduled arrival date. However, downgrading from a Package Tour to a bed and breakfast stay is permissible if requested at least 7 days before the arrival day. Downgrading any Package Tour to a shorter stay must be requested at least 7 days before the specified week begins.

8.2 While Salty Pelican allows free cancellation up to 48 hours before arrival (by midnight two days before the arrival date), any requests to change the arrival date or booking details within 7 days of arrival—including due to travel delays, illness, or other reasons—will not be accepted. Guests may cancel up until the 48-hour window as per the cancellation policy, but package changes, length of stay, or arrival date adjustments within the 7-day period are not permitted.

8.3 Please note that changing the Package Tour or booking dates may result in additional costs due to price adjustments and seasonal prices at the destination. Salty Pelican is obligated to inform the Traveler of any potential increase in Package Tour costs resulting from date changes requested by the Traveler.

8.4 The person responsible for the booking and payment may request to change the name of a Traveler listed in their booking, but only if the package has already been paid in full. Salty Pelican accepts name changes; however, it is important to note that the responsibility for payment lies solely with the person who assumes the booking. This arrangement constitutes an agreement between the original Traveler and the new Traveler, and Salty Pelican shall not be held responsible for any payment matters arising from such a change.

8.5 For promotional Long-Stay bookers with stays of approximately 1 month or longer, changes to the dates or length of stay are not permitted within four weeks of the scheduled arrival date, as altering the booking dates may incur additional charges or lead to the forfeiture of reserved nights.

8.6 Promotional codes must be applied by the Traveler during the booking process and cannot be added by our team after the booking is completed. These codes are only valid at the time of booking and cannot be used afterward under any circumstances

Changes/Cancellations Made By Salty Pelican Before Arrival

9.1 Salty Pelican reserves the right to modify the terms of the Agreement after it has been finalized. In the event that the Tour package or booking cannot be conducted as originally planned or needs to be canceled, we will inform the Traveler promptly.

9.2 If any modifications resulting in a decrease or increase in the value of the Tour package or booking, the Traveler is entitled to a price reduction or where applicable a price escalation, except for changes or deviations deemed insignificant to the Traveler.

9.3 Should we fail to fulfil our commitments under the Agreement, which constitutes a material breach of contract for the Traveler, the Traveler may choose to: a) cancel the Agreement and receive a full refund of the amount paid for the booking, or b) participate in an alternative Package Tour, if available.

9.4 If the Traveler intends to terminate the Agreement based on the reasons stated in this section, Salty Pelican must be notified within a reasonable timeframe. Failure to do so will result in the forfeiture of the right to terminate the Agreement.

9.5 In cases where the replacement Package Tour has a lower value than the original Package Tour, we will refund the price difference to the Traveler.

9.6 Salty Pelican reserves the right to void any promotional offer or discount if a Traveler cancels a current booking with the intention of rebooking the same dates and under the same name, similar, or different names within the same party to take advantage of the promotional rate. This policy is implemented to maintain fairness and consistency in the application of our promotions and to prevent any potential misuse of free cancellation terms for the purpose of rebooking the existing promotional offer.

Changes Made by Salty Pelican after Arrival

10.1 There may be instances where we are unable to provide certain agreed-upon services after the arrival due to unforeseen circumstances. Specialised Package Tours may be particularly susceptible to unpredictable outcomes resulting from changed natural conditions, alterations in transportation routes, political events and more. In such situations, we will make every effort to offer the Traveler an alternative compensational Package Tour. If the change negatively impacts the Traveler's experience, they may be entitled to compensation and/or deductions.

10.2 Salty Pelican reserves the right to cancel or modify an ongoing Package Tour if deemed necessary. In the event of a cancellation, the Traveler has the right to demand a refund equivalent to the number of unused days. When changes are made to the Package Tour, the Traveler will be informed about the refund policies applicable and provided with the option to either cancel the Package Tour or accept the proposed changes.

10.3 Changes to the agreed-upon services under sections 10.1 or 10.2 that are beyond our control and could not have been reasonably anticipated or prevented at the time of the Agreement's conclusion do not entitle the Traveler to damages. If changes are attributable to subcontractors hired by us, we shall not be held liable if such changes result from circumstances beyond the subcontractor's control.

10.4 Activity Substitutions and Refunds: If an included activity (e.g., yoga, massage, surf lesson, hike) becomes unavailable due to unforeseen circumstances and cannot be taken by the guest due to timing of departure, Salty Pelican will offer alternative activities of reasonable value. The alternative may not match the original value. No cash refunds or equivalents will be provided. Salty Pelican will make every effort to provide an alternative experience that is similar in nature, but it may differ in terms of type or value from the original service.

The Traveler's Right to Cancel The Package Tour or Booking

11.1 Any cancellation of the Tour Package or booking by the Traveler must be submitted in writing via mail or email up until 48 hours prior to the arrival date (midnight two days prior to the arrival date), to the following addresses provided in section 19 of these Terms: cascais@saltypelicanretreats.com. The written cancellation should include the Traveler's name, booked dates and the retreat location booked. Upon receipt of the cancellation, we will initiate the refund process and the amount will be refunded minus any associated bank transfer fees within 14 days from the date of cancellation.

11.2 The date on which Salty Pelican receives the cancellation will determine the if the refund is possible and the Traveler's payment responsibilities according to the following schedule:

Cancellation 48 hours prior to the arrival date: 100% refund minus any associated bank transfer fees. Cancellation less than 48 hours prior to the arrival date: Refund will not be granted

11.3 Promotional Long-Stay bookings of approximately 1 month or longer are subject to a non-refundable rate, whereby the booker retains the option to request a cancellation but acknowledges the forfeiture of any refund entitlement.

11.4 It is not allowed for a Traveler to cancel an existing booking with the intent of rebooking the same dates and using the same, similar, or different names within the same party to benefit from a promotional rate. This policy is implemented to maintain fairness and consistency in the application of our promotions and to prevent any potential misuse of free cancellation terms for the purpose of rebooking the existing promotional offer.

Salty Pelican's Right to Cancel the Retreat

12.1 Salty Pelican Lda reserves the right to cancel the Tour Package and booking if the required deposit or payment plan has not been duly followed. To ensure timely registration of payment, it is essential to make payment by credit or debit card, guaranteeing its registration in our system on or before the payment due date.

12.2 If you have chosen to pay by payment plan (groups), it is crucial to make the payment at least 1 week before the payment due date to ensure that it is registered in your booking by the time of the payment deadline. Please note that a delay of 1 week is considered standard procedure when paying via bank transfer. Therefore, it is necessary to make the payment one week prior to the due date when using this payment method.

Force Majeure

13.1 Salty Pelican and the Traveler have the right to withdraw from the Agreement if unforeseeable circumstances, such as natural disasters, wars, government regulations, contagious diseases, or other events significantly affecting the retreat's performance or the travel conditions at the destination, occur after the agreement has become binding upon both parties. In such cases, if either the Traveler or Salty Pelican cancels the Agreement under this provision, the Traveler is entitled to a refund of the amount paid under the Agreement. However, if Salty Pelican cancels the Agreement under this provision, the Traveler is not entitled to any damages or penalties.

13.2 The determination of whether an event qualifies as a force majeure event as described in 13.1 will be based on official statements from relevant authorities. For example, if the Ministry of Foreign Affairs issues a travel advisory advising against travel to the specific destination, it will be considered a force majeure event.

13.3 The Traveler cannot withdraw from the Agreement under clause 13.1 if, at the time of entering into the Agreement, they were aware of such an event or if the event was generally known.

13.4 It is important to note that force majeure cancellation is not valid if the Salty Pelican at the destination remains operational despite the force majeure event. For example, if a natural event causes flight cancellations but does not require the closure of the Salty Pelican, Salty Pelican is not obligated to refund the Package Tour or booking affected by the flight cancellations since flight arrangements are not provided by Salty Pelican.

Travel Insurance

14.1 Salty Pelican does not provide travel insurance coverage for the Package Tour or booking.

14.2 It is the sole responsibility of the Traveler to obtain adequate travel insurance coverage for the duration of their participation in the Package Tour or booking, including coverage for medical expenses, personal injury, and sickness during their stay. Salty Pelican shall not be liable for any expenses, losses, or damages incurred by the Traveler due to injury, sickness, or medical emergencies or any other unfortunate occurrences during their stay. The Traveler acknowledges and agrees that they participate in the Package Tour or booking at their own risk and shall take necessary precautions to ensure their health and well-being throughout the Package Tour or booking. It is strongly recommended that the Traveler consults with their insurance provider to obtain comprehensive travel insurance that covers all potential risks and liabilities during the Package Tour or booking. Furthermore, the Traveler understands and accepts that there will be no refunds or reimbursements for any unused activities or services due to illness or injury. Salty Pelican shall not be held responsible for any financial loss incurred as a result of the Traveler's inability to participate in certain activities or utilise specific services due to illness or injury. It is the Traveler's responsibility to manage their own travel insurance coverage and ensure appropriate measures are in place to mitigate any potential financial implications arising from illness or injury during the Package Tour or booking.

Refunds, Complaints, Claims, and Error Resolution

15.1 In the event of any deficiencies or issues with the agreed-upon services, the Traveler should promptly notify Salty Pelican, allowing us or the subcontractor an opportunity to address and rectify the matter. Whenever possible, complaints should be raised during the course of the Package Tour or booking. Failure to report a complaint before the Traveler's departure will result in the forfeiture of the right to make a complaint.

15.2 The Traveler should ensure that any complaint is properly documented in writing to Salty Pelican at the destination during their stay. Failure to make a complaint in accordance with the procedure outlined in section 15.1 above may invalidate any claim regarding the defect.

15.3 Claims for damages or deductions must be submitted to Salty Pelican immediately after the conclusion of the Package Tour or booking and within seven days of the check-out date. Claims should be sent to cascais@saltypelicanretreats.com.

15.4 If a claim is made due to defects in the Package Tour or booking more than two months after the date on which the Traveler noticed or should have noticed the defect, the Traveler will be deemed to have waived the right to make such a claim.

15.5 In the event that Salty Pelican offers to correct an error, the Traveler may not demand a refund or cancel the Agreement, provided that the correction is made within a reasonable time frame and without incurring any additional costs or material disadvantages for the Traveler.

Involvement in Program Activities

16.1 At Salty Pelican, we strive to provide a seamless experience for our guests. However, please note that in certain instances, we may act as an intermediary and not directly organise or perform the activities at the destination. These activities may be organised and conducted by our trusted affiliates or subcontractors.

16.2 If an activity is not organised by Salty Pelican, we cannot be held responsible for the performance or execution of the activity. Different terms, regulations, or laws may apply to activities not directly organised by Salty Pelican, and the relationship between the traveler and the party responsible for the activity.

16.3 If an activity is not performed by Salty Pelican, we will provide the traveler with information about the responsible party. For any inquiries, requests, or complaints regarding the activity's performance, the Traveler should directly contact the party responsible for organising the activity.

16.4 Participating in activities during our retreats is done at the traveler's own risk. It is the Traveler's responsibility to assess whether a package tour and/or activity is suitable for them. We recommend consulting a physician to ensure their fitness for travel and participation in planned activities.

16.5 Salty Pelican does not provide medical advice. Travelers are responsible for evaluating the risks and requirements associated with each aspect of the package tour and activity, considering their unique circumstances, limitations, fitness level and medical needs.

16.6 In order to participate in an activity, the Traveler may be required to provide relevant medical information as reasonably requested by Salty Pelican. This may include completing a medical waiver form, which will be made available upon arrival at the destination of the Package Tour or booking.

16.7 Please note that for certain Package Tours, completing medical waiver forms is mandatory to ensure the safety and well-being of all participants.

16.8 Salty Pelican reserves the right to deny a Traveler permission to travel or participate in any aspect of a Package Tour, booking or activity if, in our determination, their physical or mental condition renders them unfit for travel or poses a risk to themselves or others. Any associated costs or risks will be borne by the Traveler.

16.9 It is important to note that affiliates and subcontractors organising activities may also require Travellers to complete medical waiver forms before participating. This is done to prioritise the safety and well-being of all participants.

16.10 While we strive to provide optimal conditions during your stay, Salty Pelican cannot be held responsible for wind, wave or weather conditions. We retain the right to cancel surf/sup lessons, sup or surfboard rentals, guided hikes, guided tours, yoga classes, group dinners or any other activities if the conditions make it impossible or unsafe to proceed as planned. Our instructors and guides have the authority to determine whether the conditions are suitable for lessons and will make every effort to reschedule any missed lessons during your stay. Decisions regarding the appropriateness of conditions for lessons and rentals, rest with Salty Pelican. Please note that refunds cannot be claimed due to weather conditions that hinder the safe provision of activities, lessons or rentals. Group dinners may be subject to cancellation if the minimum sign-up quota is not met. In such cases, the Traveler with this activity inclusion will have the opportunity to reserve an alternate dinner night during their stay (up to 4 dinners scheduled per week). Please note that there will be no refunds for any unused group dinners.

16.11 Surf Lesson Inclusion Policy: Surf lessons included in the Package Tour are exclusively at the beginner level, known as Level 1 classes. Please be aware that any additional instruction, including intermediate or private classes, is not included in the standard package and will be offered at an additional cost upon your arrival.

16.12 Surf Equipment Policy: Surf equipment is provided free of charge to guests who have booked a Tour Package. For guests on bed and breakfast rates, there are additional charges for surf equipment. To use the surf equipment, you must sign a waiver form at reception, acknowledging the rental terms, damage liability, and personal responsibility. Please return the equipment in the same condition as received, to the satisfaction of Salty Pelican staff. You will be held responsible for any necessary repairs if the equipment is not returned in satisfactory condition or at appropriate time. Charges for damage or theft may be applied to your supplied credit or debit card. The Salty Pelican accepts no liability for loss, damage, or harm caused unless it results from our negligence.

16.13 Activities included in your package cannot be exchanged for alternative activities or services. This applies to all activities listed in the package.

Exemption from Liability and Responsibility

17.1 At Salty Pelican, we prioritise the safety and well-being of our Traveler's. However, to the fullest extent permitted by law, we cannot be held responsible or assume liability for the following:(a) Any injury, damage, loss, or delay that does not result from our own negligence or breach of duty.(b) Any loss, damage, cost, expense, or delay caused by circumstances beyond our reasonable control, including but not limited to:

17.1.1 Actions or omissions of third parties, including any third-party service providers.

17.1.2 Force majeure events.

17.1.3 Failure by the Traveler to comply with their obligations under these Terms.

17.1.4 Failure by the Traveler to possess, obtain, or maintain any necessary travel documentation, such as health certificates, visas, or valid passports.

17.1.5 Failure by the Traveler to follow reasonable instructions, including check-in and check-out procedures, meeting places and designated times.

17.2 To the fullest extent permitted by law, our liability to any Traveler for any loss, damage, cost, or expense will not exceed the amount of the package tour fare paid to and received by us for that specific Traveler.

Modification and Alteration of Terms

18.1 Salty Pelican reserves the right to make updates or changes to these Terms at any time. Any amendments will be posted on our website, www.saltypelicanretreats.com. The amended Terms will become effective 1 day after being posted on the website. You can access the most recent version of these Terms on our website, and upon written request, we can provide you with a copy. By continuing to use our services, you are deemed to have accepted any amendments to these Terms 1 days after their posting on the website.

Validity and Severability

19.1 In the event that any provision or part thereof in this Agreement is determined to be invalid, it will not invalidate the entire Agreement. Instead, if the invalidity significantly affects the performance or obligations of either party, reasonable adjustments will be made to address the issue.

Standards of Behaviour and Etiquette

20.1 At Salty Pelican, we strive to create a positive and inclusive environment for both our guests and staff members. We have established a Code of Conduct to ensure everyone's well-being and enjoyment during our retreats. If you witness or experience any violations of these codes, please report them to the General Manager at each retreat location or in writing to cascais@saltypelicanretreats.com or srilanka@saltypelicanretreats.com

Respectful Behaviour in the Retreat

Treat fellow guests and staff members with respect and kindness. English is the preferred language at Salty Pelican to ensure effective communication and inclusivity.

Safe and Discrimination-Free Environment:

We are committed to providing a safe environment free from discrimination and harassment for all guests and staff. Any form of harassment is strictly prohibited at our retreats. We have a zero tolerance policy towards harassment and will promptly and seriously investigate all allegations. Perpetrators of harassment may face disciplinary action, including removal from the retreat. All complaints of harassment will be treated confidentially and with respect, and no one will face retaliation for reporting such incidents.

Responsible Use of Drugs and Alcohol:

Substance abuse is strictly prohibited. Consumption of alcohol is allowed, but it should be done responsibly and in a manner that does not impair performance, lead to inappropriate behaviour, jeopardise the safety of yourself or others, or violate the law. The use of illegal drugs or engagement in any illegal activity is strictly prohibited at all times.

Protection of Retreat Property:

Treat the property and equipment at our retreats with respect and care.

Respectful Communication:

All communication between guests and staff members should be conducted in a respectful manner, regardless of gender, origin, position, political, religious or sexual orientation.

By participating in our retreats, you acknowledge and agree to abide by these codes of conduct. Failure to comply may result in appropriate actions, including removal from the retreat without a refund.

Photography and Video Consent

By participating in our classes/hikes/tours and/or being present at our location, you grant The Salty Pelican Surf & Yoga Retreat full consent to capture photographs/videos/audio recordings during these activities. You further agree that The Salty Pelican may use these photographs/videos/audio recordings for commercial,

publicity, and advertising purposes without any payment or fees owed to you. You acknowledge that you have no rights to any compensation in relation to the use of these photographs/videos/audio recordings.

Contact Information

21.1 For any inquiries or concerns regarding these Terms, your Booking Confirmation, changes to the reservation, refunds, or general questions, please feel free to reach out to us. You can send us a message at cascais@saltypelicanretreats.com. Alternatively, you can contact us by phone at +351932560960.

Legal Jurisdiction and Dispute Resolution

22.1 This Agreement shall be interpreted and governed by the laws of Portugal.

22.2 Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Portugal, with the appropriate court serving as the court of first instance for the resolution of such disputes.