

AGB

GENERAL TERMS AND CONDITIONS from Surf and Kite Theologos and the LOGOS Beach Village



— IT'S BETTER IN —
THE WIND



1. CONCLUSION OF THE TRAVEL CONTRACT

With the registration the customer offers Surf and Kite Theologos as well as LOGOS Beach Village the conclusion of a binding travel contract. The registration can be made in writing, orally, by phone, through our booking system or by email. It is made by the applicant also for all participants listed in the application, for whose contractual obligation the applicant is liable as for his own obligations, provided that he has assumed a corresponding separate obligation by express and separate declaration. The contract is concluded with the acceptance by Surf and Kite Theologos/LOGOS Beach Village.

2. PAYMENT

With the conclusion of the contract a deposit of at least 20%, or as agreed in individual cases according to the invoice, of the travel price is due. The balance is due 30 days before the start of the trip or as agreed in each individual case according to the invoice. After full payment of the travel price, the customer receives the travel documents. If the tour price has not been paid in full by the contractually agreed start of the tour, the tour operator is released from the obligation to perform and can demand the corresponding cancellation costs from the customer, if the customer did not have a right to refuse payment.

3. SERVICES

The scope of the contractual services results from the service description of Surf and Kite Theologos/LOGOS Beach Village as well as from the information referring to it in the travel confirmation. Ancillary agreements that change the scope of the contractual services require express written confirmation.

4. SERVICE AND PRICE CHANGES

4.1 Changes or deviations of individual travel services from the agreed content of Surf and Kite Theologos/LOGOS Beach Village, which become necessary after the conclusion of the contract and were not brought about against good faith, are only permitted insofar as the changes or deviations are not significant and do not affect the overall nature of the booked trip.

4.2 Any warranty claims shall remain unaffected insofar as the modified services are defective.

4.3 Surf and Kite Theologos/LOGOS Beach Village is obliged to inform the customer immediately about any changes or deviations in services. If necessary, he will offer the customer a free rebooking or a free cancellation.

5. WITHDRAWAL BY THE CUSTOMER, REBOOKING, SUBSTITUTE PERSONS

5.1. Resignation

The customer can withdraw from the trip before the start of the trip. The receipt of the declaration of withdrawal is decisive. The customer is recommended to declare the withdrawal in writing. If the customer withdraws from the travel contract or does not start the trip, a lump-sum cancellation fee can be demanded as reasonable compensation for the travel arrangements made and for his expenses. These flat-rate cancellation costs amount to the corresponding percentage of the tour price per registered tour participant:

1. Up to 61 days before departure: 25%
2. 60 to 46 days before departure: 40%.
3. 45 to 31 days before departure: 50%.
4. 30 to 15 days before departure: 70%.
5. 14 to 4 days before departure: 90%.
6. From the 3rd day before departure and in case of no-show: 95% of the tour price

There is always a minimum of 50 euros per person. We expressly point out that separate conditions apply to certain travel services.

5.2 Requests of the customer to change the travel date, sports service and accommodation will be considered up to and including the 30th day before the start of the trip, if they are feasible.

5.3 Until the start of the trip, the customer can be replaced by a third party in the implementation of the trip. Any actual additional costs incurred as a result shall be borne by the customer. Surf and Kite Theologos can object to the change in the person of the traveler, if the third party does not meet the special travel requirements or legal regulations or official orders are contrary.

6. SERVICES NOT USED

If the traveler does not use individual travel services as a result of early return or for other compelling reasons, efforts will be made to reimburse the expenses saved. This obligation shall not apply if the services are completely insignificant or if reimbursement is precluded by statutory or official provisions.

7. CANCELLATION OF THE CONTRACT DUE TO EXTRAORDINARY CIRCUMSTANCES

If the trip is significantly impeded, endangered or impaired as a result of force majeure not foreseeable at the time of conclusion of the contract, both the tour operator and the traveler may terminate the contract. For deadlines and costs, see 5.1.

8. WARRANTIES

1. Remedy:

If the trip is not provided in accordance with the contract, the traveler must demand redress. Surf and Kite Theologos/LOGOS Beach Village can refuse the remedy if it requires a disproportionate effort. Surf and Kite Theologos/LOGOS Beach Village can also remedy the situation in such a way that it provides an equivalent substitute service.

2. Reduction of the travel price:

For the duration of a non-contractual provision of the trip, the traveler may demand a corresponding reduction of the tour price (reduction). The price of the trip is to be reduced in the ratio in which the value of the trip in defect-free condition would have been at the time of sale to the actual value. The reduction does not occur insofar as the traveler culpably omits to report the defect.

3. Termination of the contract:

If a trip is significantly impaired due to a defect and Surf and Kite Theologos/LOGOS Beach Village does not provide a remedy within a reasonable period of time, the traveler may terminate the travel contract within the framework of the statutory provisions – in his own interest and for reasons of preservation of evidence expediently by written declaration.

9. DUTY TO COOPERATE

The traveler is obligated to cooperate within the framework of the legal provisions to avoid or minimize any damage in the event of service disruptions. In particular, the traveler is obliged to immediately notify the company of his complaints. The latter is instructed to take remedial action if this is possible. If the traveler culpably fails to report a defect, the claim for reduction does not occur.

10. INEFFECTIVENESS OF INDIVIDUAL PROVISIONS

10.1 The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract.

10.2 Obvious printing and calculation errors entitle the customer to contest the travel contract. Any loss of confidence incurred shall be compensated unless the contestability was known or should have been known.

11. INSOLVENCY PROTECTION

In the event of insolvency, we have ensured that, if travel services are cancelled as a result, you will be reimbursed for the travel price paid and any necessary expenses for a contractually agreed return trip.

12. PLACE OF JURISDICTION /CHOICE OF LAW

The traveler can sue Surf and Kite Theologos/LOGOS Beach Village only at its registered office. For lawsuits of Surf and Kite Theologos/LOGOS Beach Village against the traveler, the domicile of the traveler is decisive, unless the lawsuit is directed against registered traders or persons who do not have a general place of jurisdiction in Germany, or against persons who have moved their domicile or usual place of residence abroad after conclusion of the contract, or whose domicile or usual place of residence is not known at the time the lawsuit is filed. In these cases the domicile of Surf and Kite Theologos/LOGOS Beach Village is decisive.

Greek law shall apply to all legal disputes.

Surf and Kite Theologos
LOGOS Beach Village
To Zervou
8506 Theologos
Managing Director: Tobias Gottfried