

Surf & Yoga Retreat Nicaragua (in the following “Surf & Yoga”, “The company”, “we” or “us”) provides surf and yoga retreats in Nicaragua to individuals. These Terms and Conditions govern the contractual relationship between Surf & Yoga and the Traveler when booking a camp at surfnyoganicaragua.com, participating in an activity or buying any related products or services. Since these Terms and Conditions constitute an agreement between you and Surf & Yoga, 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 Surf & Yoga, different terms may apply to these Activities.

DEFINITIONS

The following terms and definitions shall have the meaning in these Terms as set forth in this provision:

1.1 “Activities” :

The Activities provided at the destination and included in the Package, such as yoga lessons, surfing lessons etc. The Activities may be provided by Surf & Yoga, an affiliate, a partner or subcontractor to Surf & Yoga.

1.2 “Agreement” These Terms, the Booking Confirmation and other brochures, catalogs and printed materials provided by Surf & Yoga.

1.3 “Booking Confirmation” The confirmation of the Traveler’s booking of a Package sent to the Traveler if the booking is accepted.

1.4 “Website” : Surf & Yoga website : surfnyoganicaragua.com.

1.5 “Package” : Surf & Yoga provides Package to the Traveler. Package refers to an arrangement that has been designed before an agreement is reached and which consists of: activities (such as surf, yoga, kitesurf, etc), services as food, and accommodation.

1.6 “Terms” : These Terms and Conditions (this document).

1.7 “Traveler” Natural persons and businesses who buy Surf & Yoga services and products (you).

2. THE BOOKING

2.1 By booking a 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 Surf & Yoga, Surf & Yoga 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.

2.2.1 Please note that the Booking Confirmation after a booking via telephone has to be checked by the guest himself before paying the deposit. Surf & Yoga Retreats doesn't guarantee that all details are correct by booking via phone. We recommend sending all information via email or via our booking portal.

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 Surf & Yoga if any changes or cancellations are required and keeping your party informed.

2.4 Any participant will, by confirming a booking, also confirm and accept our Terms and conditions, data protection policy and Package Agreement visible in the last booking step of the order.

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 booking and, if circumstances so require, visa and required vaccinations.

3.2 Travelers are individually obliged to acquire travel insurance that covers medical treatment and includes a Covid insurance. The Activities that are offered through Surf & Yoga includes a certain risk (even with the presence of instructors/guides), and it is the Traveler's own responsibility to make sure their insurance covers injuries caused by the Activities Surf & Yoga, any affiliate or subcontractors to Surf & Yoga 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 Package.

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 Surf & Yoga of any changes to the travelers contact information, such as address, e-mail address, telephone number, errors in spelling or other information relevant to Surf & Yoga'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 booking or Package. Surf & Yoga reserves the right to withdraw any booking, service or Activity made and/or to decline or refuse any individual as a member of the Package, if it appears, at Surf & Yoga discretion, that such individual is likely to endanger the health or safety, or impair the comfort and enjoyment of the other members of the Package.

3.7 Prerequisite for participation : The Travelers must be at least 18 years old.

4. PRICE AND PAYMENT

4.1 Payments are divided into 2 payments and consist of a deposit of 30 % and the remaining amount, 70 %.

Guests will pay 40% deposit at the time of the booking within 5 days.

The remaining 70% has to be paid in full 14 days prior to arrival at the latest to avoid cancellation of booking and loss of deposit.

Surf & Yoga will send out a payment reminder for the outstanding amount for this, 3 days prior to payment due date to the Travelers given email. The Traveler has at all times access to their invoice /

payment status and payment method via their guest log in given at time of booking.

4.2 If the terms of payment listed above are not withheld, Surf & Yoga has the right to regard the booking as annulled, and can prospectively sell the booking to someone else.

4.3 Please note that if the package is purchased less than 5 days prior to arrival, full payment is due at the time of booking. The booking is a preliminary reservation until payment is received, and can be subjected to cancellation.

4.4 If the payment is delayed, a reminder with additional fee and new date of payment will be issued. By furthermore delay 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 previously start a written cancellation request, within a valid reason of cancellation included in our terms and conditions section 5.

5. THE TRAVELER'S RIGHT TO CANCEL THE PACKAGE

5.1 Any cancellation of the Package / booking request must be done in writing, either by mail or e-mail, with the booking confirmation number.

5.2 The date of which Surf & Yoga receives the cancellation request will be crucial and taking in consideration to estimate the amount of the refund or the Traveler's payment responsibilities.

Cancellation in days before arrival: Percentage of total refund:

- Under 14 days to arrival: 0% (you will be charged 100 % of the total amount)
- Prior to 14 days before arrival : the 70% remaining amount will be reimbursed. The 30% deposit is non refundable (in any case).
- Prior to 21 days before arrival : the 70% remaining amount will be reimbursed. The 30% deposit is non refundable (in any case).

- Prior to 30 days before arrival : the 100% remaining amount will be reimbursed. The 30% deposit is non refundable (in any case).

5.3 No refunds are allowed if the Traveler chooses to cancel a Package / services / within booking 24 hours after it has started.

5.4 The refund will take place within 2 weeks from the cancellation date.

5.5 No refunds will be issued under any circumstance. This includes, but is not limited to: illness, flight cancellations, personal emergencies, early departures, or failure to attend scheduled activities. Once a reservation is confirmed, it is binding and non-refundable, regardless of the situation.

6. SURF & YOGA RIGHT TO CANCEL THE PACKAGE TOUR

6.1 In accordance with paragraph 4 in this agreement, Surf & Yoga has the right to cancel the booking and retain the deposit if payment has not been made in full within 14 days of arrival.

6.2 A delay of 1 week when paying via bank transfer is considered normal procedure and therefore a payment a week prior to the due date is necessary when paying with bank transfer.

7. COVID

7.1 If a Traveler feels ill with symptoms consistent with COVID during their stay at Surf & Yoga Retreat, they should immediately notify Surf & Yoga Retreat staff and be tested via antigen rapid test or PCR test.

7.2 If the test is positive, the following requirements must be met:

- If the Traveler has booked a private single room: he/she must remain quarantined in the room until he/she tests negative or, in any case, until the end of the booking date. As a result, he/she will not be able to participate in any of the activities / breakfasts / dinners scheduled at Surf & Yoga Retreat. No

refund of any kind will be given. Breakfast and dinner will be served in the room by Surf & Yoga Retreat staff, with the necessary social distancing measures.

- If the Traveler has booked a shared room: in order to avoid infecting other Travelers, the Traveler must leave Surf & Yoga Retreat immediately upon learning of the positive PCR test. No refund of any kind will be given.

7.3 If the above requirements have not been met, Surf & Yoga Retreat reserves the right to require the Traveler to leave and to take the necessary steps to do so.

ROOM OCCUPANCY POLICY

A room is considered occupied as long as the traveler's belongings remain in it. Even if the traveler is temporarily off-site or chooses not to sleep on the premises for one or more nights, the room will not be reassigned or refunded. The full room rate will still apply.

8. PARTICIPATION IN ACTIVITIES

8.1 Please note that sometimes Surf & Yoga only acts as an intermediary and does not provide or perform the Activity at the destination. Activities may be organized and performed by an affiliate or subcontractor to Surf & Yoga.

8.2 If the Activity is not provided by Surf & Yoga, Surf & Yoga is not responsible for the performance of the Activity. Different terms, regulations or laws may apply to an Activity not performed by Surf & Yoga and the relationship between the Traveler and the party responsible for the Activity.

8.3 Travelers participate in all Activities at their own risk and are responsible for assessing whether a 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.

8.4 Surf & Yoga does not provide medical advice. It is the Travelers responsibility to assess the risks and requirements of each aspect

of the Package and Activity based on their unique circumstances, limitations, fitness level and medical requirements.

8.5 In order to participate in an Activity, you must upon request provide any medical information reasonably requested by Surf & Yoga and may be required to complete Surf & Yoga Travel's medical information form available at the time of booking or at the destination.

8.6 Surf & Yoga reserves the right to deny the Traveler permission to travel or participate in any aspect of a Package or Activity at any time and at the traveler's own risk and expense where Surf & Yoga 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.

8.7 By booking a Package or any Activity at Surf & Yoga, the traveler acknowledge that he/she :

(A) WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for his/her death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to him/her during his/her stay, including during the Activities provided by Surf & Yoga and during the traveling from/to theses Activities, THE FOLLOWING ENTITIES OR PERSONS: SURF & YOGA and/or their directors, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the previous paragraph any and all liabilities or claims made as a result of participation in the Activities provided by Surf & Yoga, whether caused by the negligence of release or otherwise.

The Traveler acknowledges that Surf & Yoga and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific Activity on their behalf.

The Traveler also acknowledges that the Activities may carry with it the potential for death, injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people

including, but not limited to, participants, volunteers, monitors, and/or producers of the Activities.

8.8 Surf & Yoga is not responsible for wind, wave, snow and weather conditions during your stay, and will have the right to cancel the surf lessons if wind, surf, snow and weather conditions make it impossible or unsafe to run lessons as planned. Instructors and guides working for Surf & Yoga will have the full right to make 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. Travelers cannot claim a refund because of snow or any other weather conditions hindering Surf & Yoga in giving safe Activity lessons.

9. LIMITATION OF LIABILITY

9.1 Without limiting any other provision of these Terms, to the fullest extent permitted by law, Surf & Yoga 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 Surf & Yoga 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:

9.1.1 actions or omissions of third parties (including any applicable third party service providers);

9.1.2 a force majeure events;

9.1.3 a failure by the Traveler to comply with any of his or her obligations hereunder;

9.1.4 a failure by the Traveler to possess, obtain or maintain any travel documentation required for the Package (e.g. health certificates, visas, valid passports, etc.);

9.1.5 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.

9.2 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 Package fare paid to and received by us in respect of such Traveler.

10. FORCE MAJEURE

10.1 Surf & Yoga, 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 Package or the conditions of the travel destination at the time when the Package is to be carried out. If the Traveler or Surf & Yoga waive the Agreement under this provision, the Traveler is entitled to a refund of what he / she has paid under the Agreement.

If Surf & Yoga waives the Agreement under this provision, the Traveler is not entitled to damages or any other penalties.

10.2 The assessment of whether an event is considered to be such an event as specified in 10.1 shall be made taking into account official statements from Spanish 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.

10.3 The Traveler is not entitled to withdraw from the Agreement in accordance with clause 10.1 if, at the conclusion of the Agreement, he / she knew that such an incident occurred as referred to in this section 10 or if the event was generally known.

10.4 The cancellation by force majeure is not valid if the Surf & Yoga 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. Surf & Yoga 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.

11. REFUNDS, COMPLAINTS, CLAIMS AND ERROR CORRECTION

11.1 In the event of a defect in the agreed services, the Traveler shall immediately, after having noticed or should have noticed the defect, give Surf & Yoga 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 Traveler's right to complain has been lost.

11.2 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 11.1 above.

11.3 Claims for damages or deductions shall be made to Surf & Yoga immediately after the end of Package and within 7 days of check out date to hello@surfnyoganicaragua.com.

11.4 If a claim is made due to defects in the 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.

11.5 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.

12. AMENDMENTS

12.1 Surf & Yoga 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 5 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 Surf & Yoga. You are deemed to have accepted any amendments to these Terms on the date that is 5 days after their posting on the Website.

13. SEVERABILITY

13.1 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.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be construed in accordance with, and governed by the laws of Nicaragua.

14.2 All disputes in relation to this Agreement shall be settled by public courts in Nicaragua.