

Definitions

For the purpose of these Terms and Conditions “we”, “us” or “our” refers to NEPTUNEULOGY – LDA, Trading as thekitesurflodge.com and “you” or “your” refers to the client purchasing the package or activities provided. If purchased through an Agent they will have their own terms and conditions, which are binding, but do not supersede our own.

General

Check-in time is between 14:00 and 19:00. Please advise us immediately if your arrival is after 19:00 so we can arrange for staff to be available but please note we CANNOT FACILITATE CHECK-INS AFTER MIDNIGHT. Please take this into consideration when booking your flights. For early evening flight arrival times up to 21:30 we strongly suggest you book a taxi as a transfer company will not get you here before midnight and there will be no-staff available to check you in. Staff is available at the Lodge from 09:00 to 12:00 in the morning and 14:00 to 19:00 in the evening. If you lose your key, 10 Euros will be charged to your bill. NEPTUNEULOGY – LDA reserves the right to change these Terms and Conditions at any time.

Bookings

All bookings must be requested in writing and include at least the name and full contact details the “main guest” All future correspondence, including confirmation, changes or cancellations will be done through email, whatsapp or phone with the “main guest” (or agent if booked through a third party) through the contact details provided. It is your responsibility to ensure that your contact details are accurate and available, we will not be held responsible for non-communication as a result of changes to your contact details without prior notice. We will not knowingly enter into a contract with persons under 18 years of age, nor will we be held responsible for misleading information. In this instance, we will only accept bookings from the legal guardian and will enter into contract with the legal guardian, on the understanding that they will be present during the activities. Your contract with us becomes binding once you have received written confirmation from us.

Payment Terms

A DOWNPAYMENT OF (+/- 30% of your booking) is required 7 days after your booking. Once your initial booking has been reserved, you will receive an Invoice for a deposit of 100% of your reservation to secure the booking (on request we will lower this to 25%). It is your responsibility to ensure that all the details provided on the invoice are correct. Your invoice must be paid within 10 working days, clearly

stating your booking reference, by bank transfer, credit card or Paypal, details of which (including your booking reference) will be provided on your invoice. If this payment has not been received within 10 working days after the invoice is sent out, we will assume the booking is cancelled. For bookings made less than 7 days before arrival, payment is required upon receipt of the invoice. Please note: Bank transfer and Paypal charges may apply and you must take this into consideration when making your payment. We will not accept payment transfer costs or confirm your booking until the full amount, as stated on your invoice, is received by us. All prices are quoted in Euros. All prices advertised on our website are accurate when published, however we reserve the right to alter prices at any time.

Cancellation by Client

Cancellation must be received in writing from the “main guest” or “agent” who made the booking three weeks before arrival or commencement of activity. We will refund you the amount paid, minus € 25.00 administration costs and minus any costs involved with this bank transfer. Cancellation of your booking within 45 days prior to your arrival is partly refundable (the deposit is forfeited in this case). If the cancellation is received within 30 days before arrival, the complete amount of your booking is owed to us. Failure to show up at your accommodation on the agreed date without prior notification by email

is non-refundable. Failure to show for your activity at the agreed time on the agreed date is non-refundable. Cancellation of your booked activity must be done by email at the latest 3 days before the start of the activity. In case a cancellation request is received later than 3 days before the start of the activity, the fees paid for that activity are non-refundable. Change of mind (for any reason) and in case you'd wish to stop with the activity is non-refundable. If you or any member of your party arrives for activities under the influence of alcohol or drugs, you may be refused participation and will not be refunded. The parent or legal guardian of a minor must be present throughout the course of an activity or the minor may be removed from the activity.

[Cancellation by **thekitesurflodge.com**](#)

Your booking is very important to us and for this reason we will do our very best provide you with all services done by your booking. In the unlikely event that we fail to do so, we will always offer suitable alternative, subject to availability. If we are unable to offer you a suitable alternative, we will refund your payment (excluding activities cancelled due to adverse weather conditions) and consider the matter settled.

[Refund policy for unused hours of kitesurf lessons](#)

If a kitesurf course was booked that was not included in a package:

In case we were unable to provide 90% of the reserved kitesurf course and one the following conditions are met:

- (a) you have given us 48 hours notice of your decision to cancel or
- (b) that the wind conditions prohibited you from completing your course (the wind is under 12kts or over 28kts).

The unused hours will be refunded.

For this refund we will first calculate what course has been reached and calculate the price per hour based on that course.

Example: You booked a 9-hours course for € 280.00 and were only able to do 7 hours of your course, the following calculation will be made for your refund (given that in this example a 6-hours course is € 200.00):

$$((€ 280.00 - € 200.00)/3) * 2 = € 53.33$$

In case you would prefer a voucher to use the unfinished hours at a later moment, than this is possible as well.

If a kitesurf course is part of a holiday package:

Since our packages are strongly discounted different rules apply.

In the event that we were unable to provide 90% of the reserved kitesurf course and one the following conditions are met:

- (a) you have given us 48 hours notice of your decision to cancel or
- (b) that the wind conditions prohibited you from completing your

course (the wind is under 12kts or over 28kts).

The unused hours will be refunded for 50%

Example: You bought a kitesurf package with 15 hours of group lessons. The price for these 15 hours is € 330,- but you received 25% discount, so you paid $330 \times 75\% = € 247.50$.

In case you were able to only spend 10 hours the following calculation will be made for your refund:

$(€ 247.50 / 15) \times (15 - 10) \times 50\% = € 41.25$.

In case you would prefer a voucher to use the unfinished hours at a later moment, than this is possible as well.

Exchange policy for unused hours of kitesurf lessons

While on a kitesurf package we offer you the possibility to exchange your kitesurf hours for other activities if one of the following conditions are met:

- (a) you have given us 48 hours notice of your decision to cancel or
- (b) that the wind conditions prohibited you from completing your course (the wind is under 12kts or over 28kts).

In case you bought group lessons:

You can exchange 4 hours of your kitesurf course for a one day course of wave surfing, a SUP tour or any other activity that you agree upon with our office staff.

You can also exchange 100% of the value of your hours for an

extension of your stay (this only applies in case this is not in conflict with other reservations).

In case you bought semi private lessons:

You can exchange 3 hours of your kitesurf course for a one day course of wave surfing, a SUP tour or any other activity that you agree upon with our office staff.

You can also exchange 100% of the value of your hours for an extension of your stay (this only applies in case this is not in conflict with other reservations).

Renting Kitesurf equipment

Kitesurf equipment can only be rented in case the following conditions are met:

- (a) The renter signs an agreement that the renter is liable for all damages to the rented materials. If the renter doesn't report any damage that was there before the time of rental, the renter will be held liable for this as well. We advise you to always check your materials before usage!
- (b) The renter shows one of our instructors that he is able to kite independently.
- (c) The renter waives all rights to hold us liable for any personal injuries

(d) The renter agrees that in case any of our instructors sees him mistreating the rented materials, the rental contract will be terminated immediately, which means that the materials need to be returned to our office and no claim for refund can be made.

(e) The minimum kite session is 2 hours (only exception in case there are drastic changes with the wind)

In case the renter needs to be rescued, he or she will be charged € 25.00

Refund policy for unused hours of rented materials

If the rented kitesurf materials are NOT included in a package:

Refund is only possible if you have given us 24 hours notice of your decision to cancel

In case this condition is met 100% of your payment will be refunded.

If the rented kitesurf materials are included in a package:

Since our packages are strongly discounted different rules apply.

In the event that you were unable to use 90% of the reserved hours and one the following conditions are met:

(a) you have given us 48 hours notice of your decision to cancel or

(b) that the wind conditions prohibited you from using the materials rented (the wind is under 12kts or over 28kts).

The unused hours will be refunded for 50%

Example: You bought a kitesurf rental package with 15 hours of material rental. The price for these 15 hours is € 450,- but you received 25% discount, so you paid $330 \times 75\% = € 337.50$.

In case you were able to only spend 10 hours the following calculation will be made for your refund:

$$(\text{€ } 337.50 / 15) \times (15 - 10) \times 50\% = \text{€ } 56.25.$$

In case you would prefer a voucher to use the unfinished hours at a later moment, than this is possible as well.

Exchange policy for unused hours of rented materials

While on a kitesurf rental package we offer you the possibility to exchange your rental hours for other activities if one of the following conditions are met:

- (a) you have given us 48 hours notice of your decision to cancel or
- (b) that the wind conditions prohibited you from the materials rented (the wind is under 12kts or over 28kts).

You can exchange 3 hours of your rental package for a one day course of wave surfing, a SUP tour or any other activity that you agree upon with our office staff.

You can also exchange 100% of the value of your hours for an extension of your stay (this only applies in case this is not in conflict with other reservations).

Outstanding claim after leaving kitesurfing school

We assume that you will ensure that all your payments are made on time.

If there is still an outstanding amount when you leave the lodge, we reserve the right to outsource your claim to a debt collection partner.

The administrative costs (€ 75 to € 500) will be charged to you.

Changes to your booking

Once your booking is confirmed we cannot ensure that changes can be accepted. Those requests we are able to consider will be subject to availability. If the activity you request is more expensive than your original choice, full payment must be made prior to the activity taking place. All kitesurf courses are set and coordinated on a strict timetable with other bookings and we are unable to change this at short notice.

For all activity bookings: we depart at a set time each day which will be advised at the time of booking. If you are not present at the designated time or pick-up point stated, we will unfortunately have to depart without you. We have strict times set by the Maritime Police for our school on the beach so we cannot be late.

Travel Insurance

By asking us to accept your booking, you are confirming that you and everyone in your party will be suitably insured for your holiday and for the activities to be undertaken. We cannot accept liability for loss or injury to you or any member of your party due to your own negligence. It is your responsibility to inform us at the time of booking, of any medical condition or previous injury that may affect your ability to take part in our sports, or that any of our staff should be aware of, that will limit your reaction or response to their Instruction. Our Instructors can refuse to allow you participation without appropriate medical certification if required, or if they believe your injury or medical condition will affect their ability to manage you. If, at any time, your medical condition or injury does require you to provide certification of approval, you need to be able to show this certification at any time.

Accommodation

We offer accommodation as part of our packages, however from time to time in order to meet your request we may have to provide you with alternative accommodation. We will ensure to the best of our ability that the standard of accommodation is the same as our own. Please read and adhere to accommodation rules or terms where displayed. You are responsible for your own safety and the security of your belongings at all times during your holiday. Where we offer shared accommodation we can provide secure storage for valuables upon

request. If you encounter any problems with your accommodation please contact the manager/owner of the establishment in the first instance. If the matter is not resolved to your satisfaction, please then contact us. If you are evicted from your accommodation as a result of your own wrong doing, we will not be responsible for finding alternative accommodation, nor will we compensate you for any loss where the establishment refuses to refund you. Please also note that you will be required to pay for any damage(s) caused by you at the time.

Conduct

We reserve the right to terminate your booking without further notice for you and/or any member of your party, whose behavior is likely, in our opinion, to cause distress, damage, danger or annoyance to us, our staff, fellow guests, any 3rd party or property. Upon such termination our responsibility to you and your booking ceases and we shall not be liable for any costs incurred by you or any member of your party.