

Terms and Conditions

Tornado Surf Center, Safaga, RedSea, Egypt

1. Scope

The following terms and conditions apply to all services from Tornado Surf in relation to the watersports activities offered: Kite-, Wing-, Wind-surfing/-foiling, Catamaran Sailing, Stand-Up Paddling and Wakeboarding.

2. Conclusion of contract

By confirming a booking offer, signing a registration form or paying for an agreed service, a contract is concluded between the customer (CUSTOMER) and Tornado Surf (TORNADO). A contract can be canceled within 48 hours without giving reasons.

3. Prices

All prices are in euros (€). The prices valid at the time of booking are decisive.

4. Payments

After the conclusion of the contract, the CUSTOMER receives a binding invoice and a confirmation for all services booked. For pre-booked services the total price must be paid within 30 days of receipt of the invoice. In the case of short-term bookings, the payment deadline is specified on the invoice.

Possible payment methods are listed on the invoice.

After receipt of a payment, the CUSTOMER receives a confirmation of receipt.

On-site payments can be made cash in Euros (EUR), US dollars (USD) or Egyptian pounds (EGP). A commission fee of 4% is charged for payments by credit card.

Any fees for bank transfers are to be covered by the CUSTOMER.

In the event of cancellation by the CUSTOMER, the following cancellation rules apply.

5. Cancellations

Pre-booked services can be canceled by email, phone or directly on site. The following applies:

- Up to 30 days before arrival: 85% refund of the amount already paid.

- Up to 15 days before arrival: 50% refund of the amount already paid.
- Less than 15 days before arrival: no refund.

6. Services / provision of services

If a service cannot be provided or cannot be provided within the intended scope for political, technical or ecological reasons, or due to force majeure, there is no entitlement to reimbursement of the costs.

For unused services as a result of premature termination (e.g. due to illness or injury) or for other compelling reasons, the CUSTOMER will be offered a reimbursement, provided that not more than 50% of the services have not already been drawn, or the CUSTOMER can claim this from his insurance company. In the event of premature termination without compelling reason (e.g. not liking), no compensation will be paid by TORNADO.

No further claims can be made.

6.1 Overnights

Overnight stays on the TORNADO boat in Soma Bay are usually only possible with a minimum occupancy of four adult guests. If an overnight stay on the TORNADO boat is not possible despite the booking confirmation, TORNADO will instead offer a stay in a hotel or guest house reserved by TORNADO. The CUSTOMER will be informed of this measure and any additional costs associated with it no later than 7 days prior to arrival.

Alternatively, an overnight stay with no minimum occupancy can be offered for an additional fee.

6.2 Check-in / check-out:

Check-in for overnight stays on the TORNADO boat is possible between 07:00 and 17:00. If the CUSTOMER arrives earlier and/or leaves later, TORNADO reserves a hotel room for the first and/or last night. The CUSTOMER will be informed of this measure and the possibly different room price no later than 7 days prior to arrival.

7. Disclaimer of Liability

The activities listed in paragraph 1 are potentially dangerous sports. Despite taking into account safety-related regulations and rules of conduct, a risk of injury cannot be ruled out when performing these activities. The exercise of the named watersports activities with your own equipment or equipment rented from TORNADO, or participation in training courses, is at your own risk.

Entering the Tornado grounds, as well as staying on one of the boats, is at CUSTOMER's own risk - parents are responsible for their children.

The CUSTOMER is strongly advised to ensure sufficient and suitable insurance cover before deciding to perform any of the mentioned water sports activities.

A good state of health, good swimming ability and a certain athletic resilience on the part of the CUSTOMER are prerequisites.

TORNADO's liability is limited to intent and gross negligence. Any further liability of any kind is excluded.

A claim for damages against TORNADO is excluded in the event of an accident.

TORNADO assumes no liability for damage caused to the CUSTOMER by third parties during the exercise of the aforementioned water sports activities or during the stay on one of the boats.

No liability is assumed for damage, loss or theft of one's own sports equipment, valuables, smartphones, glasses, money and other items.

7.1 Liability for trainings and courses

TORNADO is liable for the conscientious and safe preparation and implementation of trainings and courses.

TORNADO and its staff are only liable for accidents and consequential damages in the event of willful or grossly negligent behavior and only to the extent that an insurance is not paying for the damage. Any further liability of TORNADO and its staff is excluded for damages to the CUSTOMER. Also potential damages to third parties have to be covered by the CUSTOMER.

In the case of minors (younger than 18 years), written or verbal consent from the legal guardian is required. With this, the legal guardian declares his child to be responsible enough to take part in trainings and courses.

8. Severability Clause

The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire contract. The contracting parties undertake to replace any invalid provision, if possible, with a clause corresponding to the presumed will.