



## TERMS AND CONDITIONS

The following terms and conditions apply exclusively to all business operations with Liquid Mountains Ld., holder Boris Fischer, Vale da Telha, sector H, 64, 8670-156 Aljezur, Algarve – Portugal (hereinafter called "Liquid Mountains", we or us). Our contracting party will hereinafter be referred to as "participant".

## REGISTRATION

The registration must be in writing (by post, fax or e-mail/registration form on the Liquid Mountains website). The registration becomes binding for the participant as soon as Liquid Mountain receives it; on side of Liquid Mountains bindingness starts with a written confirmation (via post, fax or e-mail) from Liquid Mountains.

## CONDITIONS OF PARTICIPATION

The participant explicitly declares that from a medical point of view there exist no concerns against his/her participation in surfing sports and any other (sportive) activities. All sportive involvement takes place at the participant's own risk at any time. Only major persons (at least 18 years of age), and in exceptional cases also minors, are permitted to stay at Liquid Mountains. Minor persons need to prove written consent of their legal guardians.

## SERVICE

The price of the stay includes the services that are listed in the booking confirmation. Deviation of single services on part of Liquid Mountains remain reserved, given that they are objectively justified and substantial components of the stay are not significantly impaired.

## CANCELLING ON PART OF THE PARTICIPANT

Cancelling of the booking on part of the participant is possible at all times and requires a written notification. If the participant withdraws from the contract or does not attend his/her stay, he/she is obliged to pay cancellation fees to Liquid Mountains. The following charges apply:

Up to 60 days before start of stay	€ 50,00
from 59 to 30 days before start of stay	25% of price of stay
from 29 to 15 days before start of stay	50% of price of stay
from 14 to 7 days before start of stay	75% of price of stay
from 6th day before start of stay	100% of price of stay

Receipt of the cancelling notification at Liquid Mountains is decisive for the calculation of the cancelling charge. Before start of the stay the participant can provide a compensatory participant, provided this person corresponds to the conditions of participation of Liquid Mountains (e.g. minimum age of 18 years). For this replacement a fee of € 25,00 will be charged. In case of personal injury, caused by the participant, Liquid Mountain reserves the right to claim the price of stay. We recommend covering travel insurance.

## YOUR SURF LODGE IN ALGARVE

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## **CANCELLATION AND WITHDRAWAL ON PART OF LIQUID MOUNTAINS**

In the following cases, Liquid Mountains is entitled to withdraw from the contract before start of stay or to cancel the contract after start of stay:

### **a) cancellation due to lower deviation of the minimum number of participants**

In case there are not sufficient participants registered for stays with explicitly declared minimum amounts of participants, Liquid Mountain reserves the right to cancel the contract of stay at the latest one week before start of stay. Payments that are already done by the participant will be refunded immediately.

### **b) cancellation of the contract due to external circumstances**

In case of force majeure (e.g. government directives, strikes, epidemics, severe weather, natural catastrophes, war) or any cause of danger for the participant that renders the stay impossible, Liquid Mountains reserves the right to terminate the contract with immediate effect. In this case the participant holds the right to ask for an at least equivalent alternative stay, given that Liquid Mountains is able to offer such a stay without surcharge. The participant has to notify Liquid Mountains about his compensatory stay immediately after the receipt of information about the cancellation of the contract due to external circumstances. If the participant does not avail himself/herself of this right, the paid amount by the participant will be immediately refunded.

### **c) exclusion of stay**

In case the participant shows lasting disruptive manner during his/her stay despite a warning from Liquid Mountains or when he/she behaves contrary to the terms of agreement to an extent that justifies the immediate termination of the contract, Liquid Mountains reserves the right to cancel the contract without complying with a deadline. If Liquid Mountains terminates the contract, it retains the right to claim the price of stay.

## **LIABILITY**

Liquid Mountains is not liable for damages or impairments that lie within the participant's sphere, such as crash accidents, potential traffic obstructions, delays and the subsequent postponements as well as for any consequential costs that may arise for the participant.

Surfing as well as the other sportive activities that are offered at the site (skating, swimming, table tennis, volleyball, minigolf) are risky sports and entail possible dangers. Participation in surfing lessons and the offered sportive activities, the arrival journey, making use of the listed services as well as the stay itself take place at the participant's own risk. The scope of liability of Liquid Mountains does not include dangers that are inevitably connected to surfing or the offered (sportive) activities and that are deliberately accepted by the participant. Neither does it include damages that occur to the participant during surfing or the participation in the offered (sportive) activities due to the fault of other participant or any other third party. Any liability on part of Liquid Mountains for loss or damage of the participant's possessions – given that Liquid Mountain acted without gross negligence and/or malice – is excluded. We recommended to the participant to bring along no objects of significant value. Additionally, it is rec-

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ommended to store any taken along objects safely. The surfing equipment, all sports equipment and any other objects in possession of Liquid Mountains are to be handled with care by the participants. In case of grossly negligent handling and loss the participant is liable for the caused damage.

#### **LIMITATION OF LIABILITY**

For all cases under consideration Liquid Mountains is liable solely in cases of malice or gross negligence. In cases of slight negligence Liquid Mountains is liable only for personal injury. Liquid Mountains is not liable for remote damages, loss of profit, loss of interest, missed savings, consequential and asset damage, damage resulting from third party claims, and the loss of data and programs and their restoration. Contractual liability of Liquid Mountains in respect to claims for compensation of damages that are no personal injuries is restricted to the triple value of the price of stay, provided that the damage to the participant does not occur because of malice or gross negligence.

#### **INSURANCE**

The price of stay does not include travel cancellation insurance. We recommend purchasing travel cancellation insurance as well as luggage and foreign health insurance.

#### **MINIMUM NUMBER OF PARTICIPANTS**

For the surfing course and all other offered activities the minimum number of participants is 2 persons. If the course description refers to the minimum number of participants and period to notify about cancellation (at the latest one week before start of stay), Liquid Mountains reserves the right to announce that the minimum number of participants is not attained and therefore the surfing course or the activity is not taking place. Liquid Mountains will send the above-mentioned declaration to participant immediately (and at the latest one week before start of stay) when informed that minimum number of participants is not attained. The participant holds the right to ask for an at least equivalent alternative stay, given that Liquid Mountains is able to offer such a stay without surcharge. The participant has to notify Liquid Mountains about his compensatory stay immediately after the receipt of information about the non-attainment of the minimum number of participants. If the participant does not avail himself/herself of this right, the paid amount by the participant will be immediately refunded.

#### **MODIFICATIONS TO THE COURSE OF EVENTS**

Modifications to the course of events cannot be excluded. Particularly due to weather-related dangers the program (surfing course, single activities, etc.) can be altered and alternative program be offered. In such cases the participant does not hold the right to claim refunding of the price of stay or a partial amount of it.

#### **WARRANTY**

The participant has a guarantee claim if the service has not been performed or has been inadequately performed. The participant agrees that Liquid Mountains performs sufficient service or improve the inadequate service within an appropriate time limit instead of his/her claiming redhibitory action or a reduction in price. Redress can be provided by rectifying the defect or providing a replacement service of equal or higher value, if this meets with the explicit consent of the costumer. The participant must immediately

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communicate any failure in the performance of the contract which he perceives during his stay to a representative of Liquid Mountains. This requires that a representative has been introduced to the participant and is to be reached without considerable efforts. Failure to give such notice shall not affect the warranty claim of the participant, but it may be considered to be of the nature of contributory negligence and it may reduce the available claims for compensation. Liquid Mountains reserves the right to reject a call for redress if it involves disproportionate expense. The participant is obligated to cooperate in the framework of legal regulations in case there is a service misfortune to prevent any further damages or to keep them minor.

#### **SPECIAL NOTES**

As the arrival and departure of guests may occur on the same day, it is possible that the rooms are not available right away as soon as new guests arrive. Cleaning of the rooms is carried for each new guest and at least once a week. Bathrooms are cleaned daily.

#### **IMAGE USAGE/DATA USAGE/DATA PROTECTION**

The participant agrees that pictures are taken of him/her at events and sportive activities during his stay and that those pictures can be used for marketing purposes on behalf of Liquid Mountains. The participant may revoke this consent in written form at any time. The participant agrees that personal data which he/she fills into the registration form, that is name, e-mail, date of birth, address and mobile number, can be used for market research and marketing purposes. Liquid Mountains is obligated to observe legal data protection and media law stipulations. The participant may revoke this consent in written form at any time. After revoking this consent, data usage according to this paragraph does not occur.

#### **SEVERABILITY CLAUSE**

The ineffectiveness of single regulations does not justify the ineffectiveness of the rest of the contract and the other regulations of the terms and conditions.

#### **Liquid Mountains Id.**

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