

250k Kiteboarding Philippines - Terms & Conditions

The following general terms and conditions have been created to ensure a safe and enjoyable experience for all our guests at 250k Kiteboarding Philippines.

Please take the time to read them carefully. By reserving and/or booking your stay, you agree to the bilateral respective rights and obligations set out here.

The following general terms and conditions apply to any commercial relationship between the company 250k Kiteboarding Philippines and you, the customer.

The following names and terms herein have the meaning defined below:

Company: 250k Kiteboarding Philippines

Customer: guests / client / participant / travel agent

1. Contract Closing and Reservation

Contract Closing

In order to review reservations in the case of a misunderstanding, reservation requests must be submitted in written form via email. The contract between the company and the customer is effective when the reservation confirmation and invoice has been sent from the company to the customer, who implicitly accepts the general terms and conditions of the company by submitting the reservation request.

The reservation is complete once full payment of the deposit being 30% of total the booking is received. Should the customer fail to pay the deposit within 7 days, the reservation will be considered void, and your space may be sold to another customer.

Reservations

- All reservations are subject to availability.
- Unconfirmed or unanswered replies to email correspondence replying to inquiries, requests or reservations including reservations with unpaid deposits will be cancelled after 7 days to provide the company with the opportunity to resell the space.
- All requests and reservations are subject to the prices and conditions at the moment of booking, as given on the website of the company – www.kiteboarding-philippines.com
- If the booking is made for the subsequent season, prices and services stated on the invoice apply and may differ from those given on the website
- All additional services and extras (e.g. kitesurf equipment rentals, lessons or special food requests) are to be stated at the time of booking

- The minimum age for booking without written parental consent is 18 years. However, teenagers can stay with us if accompanied by parents or guardians or have written consent from their parents.

State of health / physical fitness: With the reservation, the client confirms that he / she is physically fit and does not have any pre-existing conditions or injuries that could be affected by water sports activities. To participate, swimming skills and physical fitness are required. If you have any doubts, contact your doctor before making a reservation

2. Insurances and Travel Documents

International travel to and from the Philippines is not included in the package prices and is the responsibility of the client.

We highly recommend travel insurance to cover cancellation and injury.

Travel documents: Each guest is responsible for the procurement of necessary travel documentation such as a passport. This will need to have a validity of at least 6 months to enter the Philippines. You are required to possess a valid return ticket as well. Please contact your local embassy if you have any concerns regarding the entrance requirements for the Philippines.

The company will not be held responsible for securing legal and/or travel documents, or for any loss the Client experiences for failing to comply with laws and regulations of the Philippine Government.

In addition, the company will not be held liable for any of the Client's acts of indecency in public, failure to respect and adhere to the local culture, or offensive behavior that conflict with the customs of the Philippines.

3. Payment Conditions

After closing the contract the guests will receive a reservation confirmation containing the invoice. Payment must be made according to the following conditions:

- To confirm your reservation we ask for 30% deposit.
- Fees, such as credit card surcharge and PayPal fees are to be shouldered by the customer.
- The final payment is due upon arrival. We accept cash (Philippine Pesos and Euro), PayPal and credit card.

4. Cancellations and Rebooking

Every cancellation or rebooking request must be submitted in written form via email. In case of cancellation, the following cancellation fees may apply, depending on the date of cancellation. The receipt of the cancellation notice is the definition of the cancellation period.

- Until 4 weeks prior to date of arrival: The client will forfeit 50% of the deposit made
- Later than 4 weeks prior to date of arrival: The client will forfeit 100% of the deposit made

Customers who want to cancel their booking have the right to assign a replacement person, who fulfills the conditions set out in these general terms and conditions. Changing guest names is free of charge.

Rebooking is subject to availability.

Cancellation by the Company

The company reserves the right to resign from a contract under extraordinary circumstances: If the booked service and/or arrangement cannot be provided due to force majeure (e.g. epidemics, storms, catastrophes, strikes, political unrest, war, terrorism, etc), or if certain conditions present unacceptable danger to the participant, the company has the right to cancel the contract with immediate effect. Payments already made by the customer will be refunded.

5. Pricing and Services

Prices and services are subject to change. The customer will be charged the rate specified on the company's website at the time of booking – the reservation confirmation and invoice will outline the services and current rates. The company reserves the right to change its prices without prior notice.

The company reserves the right to change its offer or individually agreed services due to extraordinary circumstances (e.g. force majeure, governmental regulations, delays of third parties, weather and oceanic conditions). If any essential contract paragraph is changed, the customer will be informed immediately.

Guests are responsible for all international travel fees.

6. Disclaimer

General

Customer's participation in any of the company's services, activities or any other arranged event is at the customer's own risk. The customer releases, waives and holds harmless the company, its offices, agents and/or employees from all claims, losses, damages, commitments, expenses (including legal costs) during or in conjunction with his/her participation in activities conducted and organized by 250k Kiteboarding Philippines, which may arise from, but is not limited to any injury, accident, illness, death, material damage or personal damage to the customer or to others.

250k Kiteboarding Philippines is not responsible for the theft of valuables, delays, traffic obstructions and any related expenses that may result from such circumstances. The customer also indemnifies 250k Kiteboarding Philippines, its officers, agents and/or its employees against all claims, losses, damages or expenses that any one or more of his/her executors, administrators, heirs, next of kin, successors or assignees may have in conjunction with his/her participation in activities conducted and organized by 250k

Kiteboarding Philippines, and against any costs including legal fees that may incur as a result of any such claims, losses damages or expenses whether valid or not.

It is the customers' responsibility to inform the company about any chronic diseases or illnesses prior to arrival. The customer accepts all risk and will not hold the company responsible for any health impairments resulting from his/her chronic disease or illness. Accidents or injuries of any kind or origin (kitesurfing, swimming, falling, etc.) are beyond influence and the company cannot be held responsible. Unutilized items of a package are nonrefundable.

The customer will be responsible for any damage caused to equipment that belongs to the company (inventory, kites, kiteboards, SUP boards, sheets, cameras, fishing equipment etc.) and will be charged a repair or replacement fee. Please note that if stains cannot be removed, the guest will be charged a replacement fee.

Kitesurfing

250k Kiteboarding Philippines values customer safety and adheres to strict safety standards. Its employees attend regular safety, first aid and IKO instructor courses, as well as internal coaching and training. By providing qualified captains, trained instructors and carefully choosing the kite spots according to the skill level of the participants and weather conditions, 250k Kiteboarding Philippines minimizes the risk of accidents and injuries. 250k Kiteboarding Philippines cannot be held responsible for any accidents or injuries that may occur while participating in kitesurf activities. The customer accepts all costs for medical care.

Please remember to check your travel insurance policy to ensure it covers activities such as kitesurfing, driving in boats and snorkeling.

The customer is responsible for any damage and loss of property or equipment of 250k Kiteboarding Philippines (for example rented kitesurf equipment). Repair or replacement fees will be paid by the customer prior to their departure. 250k Kiteboarding Philippines cannot be held responsible for poor wind conditions, therefore your arrival signifies the start of your stay, regardless of the conditions, including possible windless days. There may be days with light wind, too strong wind, thunderstorms or other weather conditions making it impossible or too dangerous to kitesurf. These are factors that we can neither predict nor influence. We will do our absolute best every day to find the best spot for you to kitesurf at, in our area.

250k Kiteboarding Philippines is not responsible for services provided by third parties. This applies, for example, to airport shuttles.

7. Exclusion of Participation

The participant is obligated to follow the instructions of the company staff. If the customer conceals physical and/or health issues, is unfit, acts irresponsibly and/or causes disruptions that endanger the provision of the service and/or the health of other participants, the image of the company, its reputation and its employees, the customer can be excluded from the participation of the 250k Kiteboarding Philippines offer after an initial warning. If the situation arises, the contract will be terminated without further notice, already paid costs are nonrefundable and incurring costs are to be paid by the customer.

8. Risk

Sport and adventure activities, especially on or in the ocean such as kitesurfing or boating, carry with them some degree of risk. Each participant must carefully judge whether his/her state of health and fitness level permit them to undertake such an activity under the prevailing conditions. The customer consents to, at his/her own cost, receive medical treatment deemed necessary by 250k Kiteboarding Philippines in the case of injury, accident or illness during the course of undertaking a kitesurf lesson or taking part in any other activities associated with kitesurf lessons, boat trips, snorkeling or hiking in remote areas, and also agrees to indemnify the company in the respect of such medical treatment.

9. Ineffectiveness of Individual Provisions

The ineffectiveness of individual provisions of the contract or of the general terms and conditions does not affect the validity of the remaining provisions.

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY OF THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY COMPLETION OF MY BOOKING TO AGREE TO A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.