



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

SURF SCHOOL

1. | The cancellation or change of schedule of booked lessons with less than one month's notice shall not entitle the customer to a refund of the charged booking amounts.
- 1.1 | In case you are entitled to a refund, the maximum refund amount shall be up to 50%.
2. | In case of no-show or arrival in the middle of the lesson, the customer shall not be entitled to a refund. If the customer arrives in the middle of the lesson and requests a change or cancellation, he/she shall not be entitled to a refund of half of the total amount paid for the missed lesson. To avoid paying for two lessons, please respect the schedule.
3. | You may request to change the day of your lesson, provided you do so at least 48 hours prior to the scheduled time. To analyse the feasibility of this change, please send your request to book@madeirasurfcenter.com or WhatsApp +351 911 986 083.

BAD WEATHER

4. | All experiences cancelled due to bad weather will be postponed to a later date or provided through other services made available by Madeira Surf Center.
5. | The customer acknowledges and agrees that Madeira Surf Center has no control over weather and ocean conditions. If weather or ocean conditions do not permit lessons to take place, these will be rescheduled for another day. If Madeira Surf Center is unable to provide all prepaid classes during the client's stay at the Madeira Surf Lodge due to adverse weather or ocean conditions, the customer will not be refunded for the surf lessons that were not provided. In this case, Madeira Surf Center may offer other services for the same value.
6. | Madeira Surf Center reserves the exclusive right to decide whether beach, weather, and ocean conditions (or other factors) make the surf lesson unsafe, having the right to terminate the lesson at any time without a refund.

PRICING AND PAYMENTS

7. | Madeira Surf Center may change the prices of the services and experiences it offers without prior notice. We will keep customers informed through our website and our partners' sales channels. Bookings already made or contracted services shall not be subject to changes.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

8. | Any transfer fees or bank commissions charged by banks shall be borne by the customer. Madeira Surf Center will not cover these fees and commissions in case of cancellation of the booking.
9. | Payments made via PayPal shall be subject to the payment of administrative fees by the customer. Madeira Surf Center will not cover these fees in case of cancellation of the booking.

EQUIPMENT

10. | When Madeira Surf Center provides equipment for any customer for surf lessons, it guarantees that the equipment is in good condition. If there is negligence on the part of the students, if they lose, steal, or cause irreparable damage to the equipment provided by us during lessons, the customer is responsible for its repair or replacement.
11. | If the equipment is accidentally damaged (broken, cracked, etc.) during a lesson, the customer will not be charged.

CONDITIONS FOR PARTICIPATION

12. | No customer may participate in a surf lesson if the instructor suspects that the customer is under the influence of alcohol or drugs. Madeira Surf Center has the right to exclude the customer from the surf lesson without a refund.
13. | The customer declares that he/she does not suffer from any medical condition that may prevent participation in surf lessons and other activities.
14. | The participation of students in the experiences provided by Madeira Surf Center is at their own risk.
15. | The customer acknowledges that there are inherent dangers, both apparent and hidden, associated with surfing. The customer's participation in surf lessons and other associated activities may involve injuries. No refunds will be made in case of accidents during activities as well as during the stay.
16. | Disclaimer conditions are unequivocally accepted by the customer when purchasing any of our products or services (where applicable): As the parent or legal guardian of a minor participant, I acknowledge and accept the risks involved in surfing. On my behalf and on behalf of the minor, I agree that neither the owner of the company nor any permanent or temporary employee of Madeira Surf Center shall be held responsible or prosecuted for any damage arising from personal injury, including death and damage or loss of property, that the minor or I may sustain as a direct or indirect result of a surfing lesson. I will take full responsibility for the equipment used in the surf experiences provided by Madeira Surf Center. Therefore, I promise to take proper care of the equipment and return it in the same condition in which it was delivered to me; otherwise, I will be liable for paying the repair costs.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

INSURANCE

- 17.** | All lessons provided by Madeira Surf Center include personal accident and civil liability insurance required by the Tourism of Portugal <https://rnt.turismodeportugal.pt/RNT/RNAAT.aspx?nr=295%2f2020>.

DURING PARTICIPATION

- 18.** | During the surf lesson, the customer must obey all instructions of the surf instructor and must not disturb other participants or interfere with the instructor's ability to conduct the lesson safely. Madeira Surf Center reserves the right to remove any customer from the surf lesson who does not comply with these terms, without a refund.

CUSTOMER'S PROPERTY

- 19.** | Madeira Surf Center is exempt from any responsibility towards the customer and is not liable for any loss of belongings or items left or forgotten on the premises of Madeira Surf Center and Surf Lodge.

AUDIO VISUAL CONTENT

- 20.** | During the lessons, instructors may collect audiovisual content for the sole purpose of promoting our company on all its websites and sales channels or through the communication means of our partners. Students (or their legal guardians) consent to this right of the company when booking and paying for the lessons.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

SURF RENTALS

1. | By your signature on the SURF EQUIPMENT RENTAL AGREEMENT/CONTRACT, you indicate that you have read and accept all terms and conditions below. SURF CENTER, has arranged for you to rent surfing equipment, including but not limited to surfboards, wetsuits, surfboard bags, fins, body boards, surf skates and leashes. All persons renting and/or using rented items are required to sign SURF EQUIPMENT RENTAL AGREEMENT/CONTRACT and agree to the terms of this agreement prior to rental.
2. | The renter or rental agreement holder ("The Renter" from now on) must be over 18 years old. The Renter will be responsible for the equipment preservation and they must have a valid ID or Passport.
3. | The undersigned is aware that surfing is an activity that involves the risk of injury or even death. Sport, specifically surfing carries with it a degree of risk to both people and property, even if enjoyed under proper supervision by qualified instructors. It is also a strenuous activity that requires those taking part to have a reasonable standard of swimming and fitness. The undersigned hereby acknowledges that he/she is responsible for their own suitability to surf or participate in water sports and is hereby strongly encouraged to have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability. Whereas MADEIRA SURF CENTER takes all reasonable measures to ensure the safety and good condition of the equipment prior to rental period, the undersigned is responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. MADEIRA SURF CENTER does not seek to limit or exclude any liability for personal injury or loss of life which may occur as a result of its own negligence or that of its employees, officers or agents however, MADEIRA SURF CENTER assumes no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own, its employees, officers or agents.
4. | A full payment is required at the time of pick-up for any rented surf equipment.
5. | Depending on a board rented a 250€ to 500€ deposit must be paid [cash]. This amount will be returned once the rented equipment is brought back, if there isn't any additional charge due to damaged items or extended time of usage without previous agreement.
6. | Renter's personal information will be only used to guarantee a correct service.
7. | The Renter declares to be in good health conditions required for the practice of this sport. The Renter must always keep in mind our recommendations regarding their level and conditions of the beach.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

8. | The surf equipment will be picked up on the SURF CENTER and it will be taken back to the same place and time confirmed with the Lessor [SURF CENTER – from now on “the Lessor”]. Any severe breach of the schedule will be charged with an extra payment of 20€, equivalent to half day rental price. Return of equipment before the scheduled time will not imply any refund or discount.
9. | The Renter must be insured with sufficient coverage for any possible scenarios that could happen while the duration of the rental. The lessor is not responsible for any accidents, injuries, or any other damage happened to the Renter or anyone/anything else during the rental period.
10. | The Renter must take care of the equipment and take the necessary measures to protect it. E.g. not leaving the board facing the sun, not sitting on the board if it is on the sand/a rock.
11. | The rental does not include wax – an extra charge of 5€ will be added to the total price if required.
12. | The rental does not include car roof rack for car transportation - an extra charge will be added to the total price if required.
13. | It is totally forbidden to lend, sell or exchange the rented surf equipment.
14. | The Lessor could end unilaterally the rental agreement before the expiry date in the event of severe breach of contract by the Renter in relation to the correct use and care of the equipment. In this event the Lessor would be entitled to take back the rented equipment without any possible claim from the Renter.
15. | The Renter could extend the duration of the contract. In this event, the Renter must inform the Lessor previously, before the end of the contract.
16. | The Renter agrees to pay the Lessor the prices specified in the current contract that includes all legally applicable taxes, and also any replacement costs or any other charges mentioned above.
17. | All court costs, resulting from a breach of the obligations stated in this contract will be borne by the Renter.
18. | The rented surf equipment will be returned in the same conditions and cleanliness they were given at the time of the pick-up. Otherwise, the Renter must inform the Lessor about any damage. The following replacement costs are accepted in this contract by the Renter:
BOARDS:
Severe deterioration or break, loss or theft will incur in an extra charge of 500€ for any board type. Dirty boards have an extra charge of 10€ [for cleaning service]. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage [60€ - 250€].



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

LEASHES:

Loss or theft will incur in an extra charge of 40 €. Break or slight deterioration - will not incur in any extra charge as they are consequence of regular usage.

FINS:

Break, deterioration or loss, will be valued according to damage (50€ - 150€). In most cases, replacement of the item will be required.

WETSUITS:

Break or important deterioration like zips, theft or loss will incur in an extra charge of 100€. Partial deterioration - will not incur in any extra charge as they are consequence of regular usage.

BODYBOARDS:

Break or important deterioration, theft or loss will incur in an extra charge of 100€. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (50€ - 150€).

FLIPPERS:

Break or important deterioration, theft or loss of one or both pairs will incur in an extra charge of 60€. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20€ - 50€).

CAR ROOF RACK AND STRAPS:

Break or important deterioration, theft or loss will incur in an extra charge of 70€. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20€ - 30€).

SURF SKATES:

Severe deterioration or break, loss or theft will incur in an extra charge of 350€ for any SKATEBOARD type. Dirty boards have an extra charge of 10€ (for cleaning service). Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (80€ - 250€).

SURF BOOTS:

Break or important deterioration, theft or loss of one or both pairs will incur in an extra charge of 60€. Partial deterioration like wholes, bumps, etc. will be valued and charged according to damage (20€ - 50€).

19. | The customer declares to have read the above conditions and to accept them all.

20. | This contract is subject to Portuguese jurisdiction.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

SURF LODGE

- 1.** | Check-in and Check-out - On the day of your arrival, you will always receive an email with detailed information on how to access the surf lodge, as well as the gate codes. Normal check-in starts at 3:00 PM and goes until 5:00 PM. Upon request, every effort will be made to accommodate earlier or later check-ins. It is permitted to leave luggage before check-in if desired. Check-out time is before 12:00 PM (noon).
- 2.** | Room Keys on Arrival and Departure - Keys will be handed over to the guest during the normal check-in period. Further information will be sent by email on how to collect the room keys. Guests should lock their rooms when leaving and keep their set of keys during their stay. They must always close the gate behind them when leaving or when on the property. A fee for the replacement of lost room keys or for damaged locks will be applicable.
- 3.** | Parking - Parking is available free of charge for all guests on the street. Please park your car near the abandoned house about 50 meters above the property going downhill.
- 4.** | Smoking - Smoking is not allowed inside the house. Smoking is permitted outside the house; please do not leave or throw cigarettes in the garden.
- 5.** | Guest Rooms - Please do not use flammable materials for heating, cooking, or similar activities, such as irons, candles, etc., in the guest rooms or corridors without the consent of the owner of Madeira Surf Lodge. Cooking, eating, and storing food in the guest rooms is not allowed. Please use the kitchen or living room in the main house for that. Do not use the guest rooms for business activities or for any purposes other than accommodation without the consent of the owner of Madeira Surf Lodge. Bed linen and bath towels are provided. Please do not take bath towels to the beach. We have towels for the beach available upon request, if needed. There are extra blankets stored in the wardrobes.
- 6.** | Heating - Heating is provided through air conditioning, which is very simple to use. Please keep it turned off when you are not in the room.
- 7.** | Hot Water - Please use hot water consciously. Check the water temperature, avoid long showers, turn off the tap while lathering, and inform us if there are any issues before using the shower.
- 8.** | Outdoor Lights - All outdoor areas are illuminated at night.
- 9.** | First Aid Kit / Fire Extinguisher - The first aid kit and the fire extinguisher are located in the kitchen.
- 10.** | Wireless Internet - We have internet available in all rooms as well as in the outdoor areas.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

- 11.** | Breakfast - Breakfast is available in the main house from 08:00 to 10:30. Feel free to prepare your breakfast. Milk, juice, yogurts, cheese, ham, tomato, cucumber, jams, cereals, coffee, tea, honey, sugar, and fruits, along with fresh bread and cakes, will be provided.
- 12.** | Refunds - There will be no refunds for early departures, for breakdowns of heaters, appliances, internet, etc., if such breakdowns are due to weather conditions and/or other conditions that the house owner cannot control.
- 13.** | Valuables, Security, and Storage - The guesthouse owner is not responsible for lost items. The owner takes responsible measures to ensure the safety of all guests and their belongings. However, the final responsibility for your own safety and protection lies with the guests. Please lock the doors when you leave.
- 14.** | Toilets - No cigarette butts, cotton buds, tampons, sanitary pads, or any other material, other than toilet paper, should be flushed down the toilet.
- 15.** | General - Guests do not have access to areas marked as "PRIVATE".
- 16.** | Common Areas - The living room, dining room, kitchen, and patio are common areas of the house, and guests are encouraged and welcome to use them for their needs or recreation; however, there are some rules that must be followed:
 - 16.1** | The Living Room - Guests are allowed to use this common area and its appliances, such as the LCD TV and cable TV. Eating and snacking in the living room is not allowed. It should be kept as you found it: clean and tidy. If you notice any dirt, please inform the owner or the cleaning staff. Avoid making noise or disturbing other guests. Musical instruments, radios, televisions, stereos, and/or any other sources of amplified sound must be played at a volume that does not disturb or annoy other guests. We should pay particular attention to limiting noise between 10 PM and 8 AM. We also request that guests refrain from making any noise outside the building, in the courtyard, or directly in front of the building.
 - 16.2** | Honesty Bar – For your convenience, we have a refrigerator with local beer and juices. Prices are displayed on the fridge, and you can leave the money in the wooden box. Empty bottles should be placed in the plastic beer crate outside the house.
 - 16.3** | The Kitchen- The stove must be clean and free of food and grease. Cabinets must be clean and tidy. Cabinet surfaces and countertops must be free of grease and spilled food. Cabinets must not be overloaded. The exhaust fan must be free of grease and dust. The sink must be clean, free of grease



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

and garbage. Dirty dishes must be washed and put away in a timely manner. Please return all plates, utensils, etc., to their place, properly cleaned after use. Food storage areas must be neat and clean, without spilled food. Please label your food in the fridge. Anything unlabelled and in non-consumable condition, excluding condiments that are still consumable, will be disposed of. Trash must be stored in a covered container until removed to the collection containers. Cooking oils or grease must not be disposed of down the kitchen drain. Garbage disposal, if any, must be used only in accordance with the disposal instructions. The kitchen includes a refrigerator, microwave, coffee maker, kettle, and a limited amount of dishes, glasses, and utensils for light meal preparation. Please clean up immediately after yourself.

- 17.** | Washing Machine - There is also a small washing machine available for light loads in the kitchen area; please scrape the dishes minimally before putting them in the dishwasher. Pots and pans should be cleaned by hand.
- 18.** | Barbecue - Keep the barbecue area clean and, after use, leave it as you found it.
- 19.** | Your Responsibilities - We will hold you responsible for any damage or loss caused to our property by your acts or omissions, default, accident, or negligence. By booking with us, you agree to indemnify us and pay us on demand a reasonable amount required to repair or rectify any such damage or loss caused by you. Normal wear and tear is excluded. Please report any accidents or incidents to the guesthouse owner in connection with any property damage.
- 20.** | General Incidents - The Surf Lodge cannot be held liable if any of the following events or conditions prevent the guesthouse from fulfilling its obligation to guests. However, the guesthouse will take necessary steps to minimize disruption and discomfort to guests under these conditions: Unexpected interruption of electricity, water, sewage to and from the guesthouse; industrial actions, civil unrest, or criminal activity; Fire, frost, flooding, wind, or any other force majeure event.
- 21.** | Because we have several guests, we ask you to respect each other regarding the cleanliness of common areas and noise levels. If we receive complaints, you will be given a warning. Further complaints may result in the termination of your stay. We reserve the right to terminate a reservation if a guest becomes a disturbance/nuisance to others, including management. Please respect the house rules and its occupants.
- 22.** | Environmental Policy - The owners of Madeira Surf Lodge are dedicated to protecting our planet's resources and would encourage our guests to help us by: Switching off lights when not in use; Ensuring that taps are always turned off after use; Avoiding the unnecessary use of towels – just use what you need!; We will sort the recyclable rubbish collected from guest rooms, i.e., paper, plastic, metal, and glass; We thank you in advance for your understanding and cooperation.



TERMS AND CONDITIONS OF MADEIRA SURF CENTER

SHAPE ROOM

1. | Board repairs shall always be subject to advance payment of a share of the total amount. Such share shall be established according to the budget submitted, corresponding to 50% of the budget submitted.
2. | MADEIRA SURF CENTER offers free quotes to customers who bring the damaged equipment to the Shape Room. Quotes received outside the Shape Room shall be subject to an extra charge paid on site or included in the final payment. The amount of such extra charge shall be communicated by the shaper at the time.
3. | Our guests or customers attending surf experiences will benefit from special discounts on the repair of their boards, as well as on the purchase of boards in stock.
4. | Our guests will be offered free quotes for repair of their boards.
5. | Customers will always be contacted once the board has been properly repaired, within the time-frame agreed between the parties.
6. | All customers shall respect the two-week period for picking up the repaired equipment and pay for the repair, otherwise the board will be sold to cover costs.