# GENERAL TRAVEL CONDITIONS

For the purposes of these General Conditions, the technical data sheet and the information contained in the web pages: www.surfcamp.it, www.kiteandwindcamp.com, www.surfaccommodation.com, www.soulridercamp.com, www.prosurftravel.com, www.soulridercamp.es, http://www.obm.surfcamp.it regarding the tourist package are the subject of the travel contract.

The content of the information contained in the travel contract is binding on the organizer or seller, unless at least one of the following circumstances occurs:

- that changes to such information have been clearly communicated to the consumer in writing before the conclusion of the contract and that this possibility has been specifically included in the program
- make changes to the contract after its conclusion, subject to a written agreement between the contracting parties
- 1. Legal regulation applicable to the contract of sale of tourist packages and acceptance of the General Conditions

These General Terms and Conditions are subject to the provisions of Legislative Decree No 1/2007, November 16, Law 7/1998 of April 13th on the General Terms and Conditions of Negotiation (14/04/1998), and other applicable provisions. These General Terms and Conditions include in all sales packages of tourist packages and bind the parts together with the special conditions agreed upon in the contract or which constitute travel documents delivered at the time of signing the contract.

# 2. Organization

The organization of tourist packages was carried out by SOUL RIDER TOUR S.L. located in via ISLA CANARIAS n. 20 porta 31, 35660 Corralejo Las Palmas NIF B76191030 with Business License Travel Agency No. I-AV-0003076.1, with insurance coverage AXA Polizza RC n. 46577233

- 3. Price
- 3.1 The price of the tourist package includes
- 1. One way or return trip, when this service is provided by the contracted package, and depends on the type of transport, feature and category of the offer
- 2. Overnight stay when this service is included in the contracted package and the food regime contracted in the travel plan
- 3. Taxes and taxes on hotel or other structures, indirect taxes: VAT and IGIC
- 4. all other services and accessories that are specified or added concretely in the travel contract
- 5. the management costs, broken down in detail
- 3.2 Price changes

The price of the tourist package, with reference to the catalog or web site or out-of-catalog program and any updates of the same catalogs or pages web or out-of-date programs have been calculated on the basis of the type of exchange, transport tariff, fuel costs, taxes and duties in force at the date of publication of the program or the date reported in any updates. Any variation in the price of the aforementioned items may result in both an increase and a decrease in the final price of the tourist package.

These changes will be notified to the consumer in writing or by any other means of confirmation of the receipt of such notice, giving him the option of waiving the cancellation without any penalty or accepting the change of the contract. Under no circumstances will the price be increased in the 20 days prior to departure.

- 3.3 Exclusions
- 3.3.1 the price of the tourist package does not include

Visas, airport taxes, and / or entry / exit taxes, vaccination certificates, "extras" such as coffee, wine, liqueurs, mineral water, special dietary regimes - even in full or half board situations unless expressly agreed in the contract - laundry and ironing service, optional hotel services and, in

general, any other service not included in the paragraph "the price of the tourist package includes" or not specifically included in the program, in the contract in the travel documents signed by the consumer.

# 3.3.2 Excursions or optional visits

In the case of optional excursions or optional visits, it should be noted that they are not part of the contract. Their publication in the program / website is only informative and the price indicated expresses an "estimate". Therefore, at the time of arrival at the site, there may be variations in their costs that alter the estimated published price.

Furthermore, these tours will be offered to consumers with specific conditions and final prices only when they are made possible.

### 3.3.3 Mance

Within the price of the tourist package are not included tips.

# 4. Payment form. Registration and refunds

When registering, the agency will require a down payment of a minimum of 15% to a maximum of 100% of the price of the tourist package depending on the destination and the type of package requested in order to proceed with confirmation of the contract. Failure to pay the sums mentioned above in the terms and conditions set out in the contract constitutes an express ruling clause that determines the resolution of the law by implementing the conditions set forth in the next paragraph. All subsequent refunds if provided, will be adjusted based on contract and program terms, no refund will be made for services voluntarily not consumed by the consumer.

5.

Consumer recall. Travel and cancellation of travel for failure to reach the minimum number provided

Once the reservation has been confirmed, Soul Rider Tours S.L will charge to the consumer, in the event of cancellation or modification, administrative expenses amounting to a fixed amount of  $30 \in$  for practice to be added to the penalties from time to time communicated by the service providers. At any time the consumer may waive the services entered in the contract by exercising the right of withdrawal and the right to reimbursement of the amount paid, whether it is the total value of the package or a down payment. Unless it's about withdrawal due to

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however, the consumer will have to cover the costs of cancellation from Soul Rider Tours S.L as follows:

Voluntary Cancellation Penalties are:

5% of the total amount of the tourist package up to 30 days prior to departure

20% of the total tourist package amount from 29 to 15 days before departure 50% of the total tourist package amount from 14 to 5 days prior to departure 100% of the total tourist package amount in the 4 days prior to departure

The value of the cancellation fee set out above will be subject to increases due to the amount of the airline ticket if it is included in the tourist package and if it has already been issued. Special ticket rates included in tourist packages do not allow cancellation, refund or replacement.

No refund is payable to the traveler who decides to stop the trip or stay already taken or in case of no-show.

In case the contracted and then canceled services were subject to special economic conditions, such as in the case of airline, cruise, car hire (with cancellation of a penalty of 100%) the cancellation costs will be those established by the supplier.

In case of cancellation of the tourist package by the seller / organizer for failure to reach the minimum number of participants expected and expressly specified in the offer and in the travel contract, the consumer will only be entitled to the refund of the total price or the deposit already paid, without having the right to claim a sum for compensation, always and when Soul Rider Tours SL has notified the cancellation in writing at least 5 days before the scheduled start date.

The consumer will be informed of any costs arising from cancellation at the time of acceptance of the contract, giving the opportunity to arrange special insurance policies against the costs of

cancellation of the package, accidents and luggage.

The withdrawal consumer may be replaced by another person, provided that the organizer is informed in writing at least 15 working days before the date set for departure and receiving at the same time communication on the reasons for

substitution and generality of the transferee. It is necessary that the transferee meets all the conditions for the use of the service and in particular the requirements relating to the passport, visas and health certificates; that the same services, or other substitute services, may be made available as a result of the replacement; and that the substitute and / or the transferee reimburse the organizer for any additional expenses incurred to make the replacement, to the extent that it will be quantified before the sale.

# 6. Changes

Soul Rider Tours S.L undertakes to provide its customers with all the services contained in the program / offer that gave rise to the travel contract, subject to the terms and conditions stipulated, except that:

- (a) before the commencement of the journey, the organizer needs to modify one or more elements of the contract significantly, giving immediate notice to the consumer in writing, indicating the type of modification and variation in the price accordingly,
- b) In this case, the consumer, unless otherwise agreed between the parties, may decide to terminate the contract without any penalty or accept the change. The consumer must communicate his decision to Soul Rider Tours S.L within 3 days of the communication of the variation mentioned in the preceding paragraph. If the consumer does not notify any decision within the terms indicated, the variation and therefore the proposed alternative tourist package will be accepted.
- c) if the consumer decides to withdraw from the contract as a consequence of a change of the same not attributable to his / her will, he / she is entitled to refund only the price already paid, or to take advantage of an alternative tour package if the organizer may propose it, without a price charge or with the return of the price surplus, if the second package has less than the first value. The consumer will have the same right if he does not receive the confirmation of the trip within the terms of the contract.
- d) for cancellations other than those caused by force majeure, by chance and failure to reach the minimum number of participants, as well as the lack of acceptance by the consumer of the proposed alternative tourist package, the organizer will be responsible for payment of compensation for breach of the contract which, as the case may be, shall be equal to 5% of the total travel price if the failure occurred within the period of 2 months to 15 days before departure, 10% if during the period from 15 to 3 days before departure and to 25% if the default has occurred in 48h before the start of the trip.
- e) no obligation to pay compensation in the following cases:

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cancellation for failure to reach the minimum number of participants cancellation by force, meaning all those outside the organizer, of an extraordinary and unpredictable nature, the consequences of which could not have been avoided while having acted with due diligence

- (f) the organizer, if after the departure is unable to provide for any reason, except for a fact of the consumer, an essential part of the services contemplated in the contract, will have to propose alternative solutions for the continuation of the trip without supplements of the contractor's price.
- (g) If the services provided are of inferior or superior value to those originally provided, they must reimburse or subscribe the amount equal to that difference. If the consumer continues the journey with the solutions proposed by the organizer, the alternative proposal will be accepted. where no alternative solution is possible, or the solution prepared by the organizer is rejected by the consumer for well-founded and justified reasons, the organizer will provide a means of transport equivalent to the original one provided for the return to the place of departure at no cost price or at any other place agreed upon, compatible with the availability of means and seats, and will reimburse it to the extent of the difference between the cost of the services provided and that of the

services rendered.

- h) In case of complaints the organizer must work diligently to find the appropriate solutions
- i) In no case will the organizer be held liable for anything that is not provided in the contract and if the voyage is canceled for the reasons set forth in paragraph (e), there is no obligation for the same to compensate for any service costs
- j) whether some services included in the offer, such as airport transfers and assistance

on site or similar, are not satisfied, especially for reasons beyond the supplier's responsibility and not attributable to the organizer, this will refund the amount of alternative shipping used by the customer upon presentation of a corresponding receipt or invoice.

7. Obligation of the consumer to notify the contract for non-performance of the contract Any failure to execute the contract must be challenged by the consumer "in situ" or in any case as short as possible so that the organizer, his local representative or the accompanying person will promptly remedy you. If this is not the case, the contractual default can not be challenged. In the event that alternative solutions do not meet the consumer, he or she will have to file a complaint in writing or otherwise with the organizer or seller within and not more than 30 working days.

# 8. Prescription of shares

Notwithstanding the provisions of the preceding paragraph, the limitation period for actions resulting from the rights recognized in the Fourth Book of Legislative Decree No 1/2007 is 2 years, according to what is stated in Article 164 of the said Book.

9. Responsibility

### 9.1 General

The organizer shall be liable for any damage caused to the consumer due to the total or partial non-performance of the contractually-paid benefits, whether they are carried out by him personally or by third-party service providers, subject to the organizer's right to act against the supplier same as the services. Such responsibility ceases to exist when:

- 1. Prove that the event is attributable to the consumer (including initiatives undertaken autonomously by the latter during the execution of tourist services)
- 2. Prove that the event is due to circumstances beyond the scope of the provision of contractual services, by accident, unforeseeable and unsolvable
- 3. Prove that the causes are of force majeure, or by circumstances that the same organizer could not, according to professional diligence, reasonably foresee or resolve
- 4. Prove that these defects are due to unforeseeable events in any case by the organizer. However, even in the event of the exclusion of liability in the cases referred to in points 2.3 and 4, the organizer and the retailer of the tourist package will be required to provide the necessary assistance measures to the consumer who is in difficulty.

# 9.2 Limits for damages

Regarding the limit of compensation for damages resulting from failure to perform the contract or mismanagement of the services included in the tourist package, it is governed by the provisions of the International Conventions on the matter.

10. Passports, visas and travel documents

All consumers, without exception (children and infants included), are required to provide personal and family documentation (passport or identity card) in accordance with the law of the country of destination. They will be responsible for obtaining visas, passports, vaccination certificates, etc. when traveling requires it.

The organizer declines any responsibility if it is refused

granting visas by the Authority for particular reasons of the consumer, or in the case of denial of entry into the country due to lack of required requirements or a lack or lack of documentation required. It will attribute to the consumer the responsibility of any expenditure deriving from acts of this nature, applying in this case the conditions and rules established for cases of voluntary cancellation of services by the consumer. The consumer will also communicate in writing to the organizer at the time of booking the particular personal requests that may be subject to specific

arrangements on the travel arrangements, provided that such implementation is possible. The consumer is always required to inform the Seller and the Organizer of any special needs or conditions (pregnancy, food intolerance, disability, etc.) and explicitly specify the request for related personalized services. Children under the age of 18 should bring a written permission and signed by their parents or guardians if this is requested by the local authorities.

# 11. Information to be delivered to the consumer by the Organizer

At the time of signing the contract, the consumer must receive from the Organizer all the specific information regarding the documentation required for the trip chosen, the information on optional insurance covering the costs of cancellation and / or accident insurance and assistance for to cover the costs of repatriation in the event of an accident, illness or death, and finally information on probable travel-related risks in compliance with the General Law on Protection and Consumers' Consent.

## 12. Hotel Classification

The official classification of hotel structures is provided in a catalog or other information material only on the basis of the express and formal indications of the competent authorities of the country where the service is provided.

In the absence of official classifications recognized by the competent public authorities of the countries, including members of the EU to whom the service refers, the organizer reserves the right to provide a description of the accommodation in the catalog or in the brochure, which will allow evaluation and consequent acceptance by the consumer

#### 13. Arbitration clause

Soul Rider Tours S.L expressly declares its waiver to submit its requests to the Arbitral Tribunal for any matter arising from the existence of such a contract.

## 14. Validity

The validity of these General Travel Conditions will be 1 year