Terms and Conditions Ericeira Surf House (managed by Waveconstellation Lda)

Ericeira Surf House offers products and services to guests from many different countries. Our terms and conditions are therefore written in English. If you have any problem understanding the content in this document, please contact us by e-mail: info@ericeirasurfhouse.com

Parties mentioned in this document:

First: Ericeira Surf House and Waveconstellation Lda. and Absolutely Summer Lda. and/or its/their staff and/or partners, also named the host.

Second: The person(s) who make a booking request and all the persons included in the booking, also named guest(s) or customer(s).

1. THE AGREEMENT

When a booking request has been made by a guest and confirmed by Ericeira Surf House, an agreement between the guest and Ericeira Surf House has been made. The guest making the booking is accepting the terms and conditions of the booking agreement, also on behalf of any other guests for whom the person has booked. By making the booking request on the behalf of other guests, it becomes the person's, who makes the booking request, responsibility to make the others aware, as well as get their acceptance of these terms and conditions.

The person(s) making the booking is also responsible for delivering all necessary information (such as arrival/departure times, special diets, surf levels etc) to the host, and all information the host gives, to the other travellers involved in the booking.

By making the booking request, the guest(s) also becomes obligated to pay the following invoice(s) by chosen amount of 30% and 70% or 100%, by the set date in order to definitely confirm the booking request.

Unless the guest can document that the payment of the deposit has been made by the due date (announced per email by the time of booking), the host is not bonded by the agreement.

2. THE CONTENTS OF THE AGREEMENT

The agreement encloses the package as it is set out in the booking and confirmation, proof of travel or similar documents. The agreement also includes the host's prospective conditions of staying in Ericeira Surf House.

The information that the host has given through website(s), catalogues, brochures or similar, is part of the agreement unless they can be regarded as meaningless for the guests purchase of the package.

The agreement will also include additional services to the package if the parties have agreed upon those.

Different services and products that the guest may choose to use throughout their stay at Ericeira Surf House, that have not been described as included in package or in its price, are not regarded as a part of the package but fall under the terms&conditions.

3. PRICE AND TERMS OF PAYMENT

3.1. Price

The quoted price for the package shall include all taxes, charges and fees the local (Portuguese) authorities may charge for the services and products provided unless mentioned otherwise. For any local (country of the guest) charges and fees (for example visas, certificates of Covid-19 test/vaccination certificate or any similar documents) the host is not responsible. Furthermore, the price may include supplements and extras the guest wishes to be added to the package if the host and the guest have agreed on this. Costs linked to the additional services, any discounts or specifications shall be clearly stated in the confirmation of the booking request.

3.1.1 Special prices for children

The special price for children is valid for children within the age ranges stated by the host prior booking. The special price is valid only for one child per travelling adult and the children will have to stay in the same room with the parent(s).

3.2. Terms of payment

With the confirmation of the booking request the guest will receive the detailed payment instructions and the booking confirmation. Accepted payment method is bank transfer to the bank account of the host.

3.2.1. Payment of Deposit and Rest amount.

The deposit of 30% of the total amount of the booking request has to be paid by the guest within 3 (three) days of the confirmation e-mail in order to definitely confirm the booking. Without the timely payment of the deposit, the room(s) and/or bed(s) are not guaranteed for the guest and the host can accept other bookings without notification. The rest (70%) of the total amount of the booking has to be paid at the latest 4 (four) weeks (28 days) prior to the start date of the booking. Without the timely payment of the remaining balance, the room(s) and/or bed(s) are not guaranteed for the guest and the host can accept other bookings without notification. It is also possible for the guest to pay the total amount of the booking request as the deposit. In this case the cancellation and refund policies apply. If the booking is made less than 4 weeks before the date of arrival, the whole payment is due immediately and is fully non-refundable.

3.3. Special agreements

If the host and the guest have agreed on price(s) and/or payment terms other than mentioned in the sections above, those agreements (when in written form) will prevail.

4. THE CUSTOMER'S RIGHT TO REFUND, CANCEL OR CHANGE

All cancellations and refund demands must be sent in written form, either by mail to the address listed at the bottom of these terms and conditions, or by e-mail to info@ericeirasurfhouse.com

4.1. Wind, wave and weather conditions

Ericeira Surf House or its partners for any services or products are not responsible for wind, wave and weather conditions during your stay, and will have the right to cancel surf lessons, guided tours or any other activities if wind, surf and weather conditions make it impossible or unsafe to run these activities as planned.

Instructors and guides working for Ericeira Surf House and/or its partners will have the full right to take decisions about whether the conditions are appropriate or not for lessons or any other activities and will also do their best to give the missing lesson(s) back at another time during your stay. Clients cannot claim a refund because of surf, wind or weather conditions.

4.2. Cancellation by force majeure

The customer has the right to cancel the package and get the already paid amounts refunded if the travel destination or the immediate proximity of it, has been exposed to acts of war, natural disasters, contagious diseases or other occasions with the equality of the already mentioned occasions, as well as it is reasonably to believe that the circumstances will be applicable when the package tour is set to commence.

The right of cancellation is not valid if the circumstances were publicly known (e.g. published in main stream news) when he/she engaged in the agreement of purchase of the package.

4.2.1. Cancellations due to the Corona-virus/Covid-19 disease

From 1st November 2021) onwards Corona-virus and/or Covid-19 is not seen as force majeure and therefore the normal cancellation policy applies to any cancellations due to these reasons.

4.2.2. Cancellations due to unrest in Middle-East and Ukraine/Russia

From 21st of May 2026 onwards the on-going situation in Middle-East, Ukraine and Russia and any consequences of it (including and not limited to war, flight cancellations, price adjustments or other situations) caused by any involved partners (also including the United States of America) are not anymore seen as force majeure situation and therefore the normal cancellation policy applies to any cancellations due to these reasons.

4.3. Cancellation with amends

The date when the host receives the cancellation will be deciding for the amount refunded to the guest. Cancellation in days before departure: Percentage of total amount refunded:

Over 4 weeks (28 days) 70%

28 days or less 0%

There will be no refund if the customer cancels a package due to any reason after the arrival date. If the host and the guest have agreed on cancellation terms other than mentioned above, that agreement (when in written form) will prevail.

4.5. Change of travel dates

Ericeira Surf House will do their best to change the date of a booking if this is a request from the customer. However, the customer has to be aware that this has to be done at the latest 4 (four) weeks (28 days) prior to the arrival date, as well as that such change is dependent of the availability on the desired dates. There is no guarantee that the change of the dates will be possible.

If the dates are changed, the customer needs to pay the possible difference in seasonal rates and/or different room type rates. Any possible difference in the price will not be refunded to the guest if the full amount has already been paid. The dates can only be changed within the same season.

4.5.1. Change of dates because of Corona-virus/Covid-19 disease

From 01-11-2021 (1st of November 2021) onwards Corona-virus and/or Covid-19 is not seen as force majeure and therefore the normal cancellation policy applies to any cancellations due to these reasons.

4.5.2. Change of dates due to unrest in Middle-East and Ukraine/Russia

From 21-05-2026 (21st of May 2026) onwards the on-going situation in Middle-East, Ukraine and Russia and any consequences of it (including and not limited to war, flight cancellations, price adjustments or other situations) caused by any involved partners (also including the United States of America) are not anymore seen as force majeure situation and therefore the normal cancellation policy applies to any cancellations due to these reasons.

5. TRAVEL INSURANCE, VISA AND OTHER DOCUMENTS

Every guest is individually responsible for acquiring a travel insurance that covers all medical treatment, loss or theft of belongings and/or other additional costs in case of accident, theft and/or loss of belongings.

The activities that are offered through Ericeira Surf House and/or its partners includes a certain risk (even with the presence of instructors/guides), and it is the guests own responsibility to make sure their insurance covers the activities participated.

Through accepting the terms and conditions and confirming the booking, the guest is releasing Ericeira Surf House and all of its partners and/or employees from negligence and any further legal action by any party.

5.1. Travel documents

The guest is solely responsible for attaining the correct travel documents that are valid, such as passport and/or visa. Every guest arriving to Ericeira Surf House is obligated to present a valid passport or identity card. Driver's license is not a valid document of identification. The guest is also solely responsible for obtaining all documents related to Corona-virus/Covid-19 disease necessary for entering/staying in Portugal.

5.2. Health information

The guest is responsible for informing the host at latest on arrival about any medical conditions, allergies and/or other issues that might have influence on the way the host needs to organize the package and stay.

6. THE ORGANIZER'S RIGHT TO CHANGE OR CANCEL THE PACKAGE TOUR WITHOUT LIABILITY

6.2. Change

The host cannot change the terms and conditions or the specifications of the package tour if this is problematic for the guest after entering the agreement, unless this change is explicit in the specific agreement, in the proof of travel or other agreement documents.

The host is obliged to inform the guest in writing as soon as possible if he wishes to change the conditions or contents. The host shall at the same time inform the guest that he is entitled to cancel the purchase if the changes entail the travel to lack essentialities. If the guest has not demanded this right within seven days after the information of change has been issued, the guest loses the right to demand cancellation of the purchase or price reductions. If this time limit is impossible to withhold due to special circumstances, the guest is obliged to contact the host as soon as possible.

The host has the right to transfer the guest to other room that are more suited the remaining group size, and still responds to the originally booked room. The right to such transfer is conditioned by the transfer not reducing the contents of the chosen package, or making the given information about the package or additional services no longer possible to fulfil.

The host has the right to make smaller changes in the content of the package after the agreement is signed, in a degree that it is not problematic for the guest, and as long as the guest has been informed of the changes as soon as possible. If the changes made by the host entail the package to lack essentialities, then the guest is entitled to cancel the package as long as this right has been claimed within seven days after the information about the change has been given.

6.3. Cancellations

Ericeira Surf House has the right to cancel a package or any activities if 1) the conditions at the destination makes it unadvisable to travel due to risk of the traveller's life and health, 2) force

majeure conditions that was impossible to foresee when the agreement was entered, and makes it difficult or unadvisable to execute the tour.

If a cancellation is necessary, the host is obliged to execute a written notification as soon as they are aware the conditions that makes the cancellation a fact. A cancellation entitles the guest to receive full amount refund paid to Ericeira Surf House for the package.

If the host finds it necessary, an already started package can be cancelled or changed. By such cancellations the guest has the right to demand a refund equivalent to the number of days the guest has not made use of. When changing the package, the guest will be informed of the refund regulations that will abide and the possibility to make the choice whether they want to cancel the travel, or accept the changes that will be made.

6.3.1 Cancellation of surf lessons

Surfing is an activity highly depending on the weather and wave conditions. The host estimates these conditions every day and if it foresees too high risk and danger to the guests, the planned lessons can be cancelled or postponed.

The host will do it's best to make sure the guest receives the amount of surf lessons booked in advance. In case of cancellation (by the host or the guest) the surf lessons booked prior to arrival are non-refundable.

If a guest chooses him/herself not to join the booked lessons there is no refund issued and no guarantee of a compensatory lesson on another day during the stay of the guest. Possibilities to skip a lesson should always be discussed with the host one day prior to the planned lesson.

7. THE OBLIGATIONS OF THE PARTIES

7.1. The obligations of the host

The host shall execute the package accordingly to what is agreed with the guest, as written in section 2. If unforeseen conditions still make it necessary to make changes in the package, the host shall within reason make sure the guest experiences the least possible implications.

The host shall as soon as possible inform the guests of any conditions that the host sees as being of importance to the guest and his/her stay at Ericeira Surf House.

If the guest states deficits, the host is obliged to do what is reasonably possible to correct the deficits as soon as possible.

It is not the obligation of the host to inform the guest about any travel restrictions, requirements or regulations in order for them to be able to travel to Portugal.

7.1.2 Safety of the premises

The house is equipped with locks on the front doors and each room door for the safety of the guests and their belongings. Each guest will have the necessary keys to the locks.

The host also provides the guests the possibility to store (small) valuables in a safe. The shared rooms have lockers with lock and key for each guest staying in these rooms.

In case of theft of or damage (such as fire or similar event) to the belongings of the guest in the rooms, lockers and/or in the safe, the host cannot be held responsible for the losses.

7.2. The obligations of the guest

The guest is obliged to read the terms&conditions, and accept them in order to book a confirmed stay at Ericeira Surf House.

The guest is obliged to pay the agreed funds within the time frame set in the terms&conditions and mentioned in the confirmation e-mail. Essential delay of payment gives the host the right to cancel the booking.

The guest is obliged to follow the laws, rules and regulations of Portugal and the local authorities. Before arrival it is the duty of the guest to find out any/all requirements for entering the country and all regulations regarding the health& safety during the Covid-19/Corona-virus pandemic. This might include certificates of tests/vaccination, use of personal protective equipment, quarantine and more.

The guest is obliged to give the host all relevant information (e.g. medical conditions, allergies, special needs etc.) that might have influence on the stay of the guest and/or on the manners the host may execute his/her normal routines.

If the guest fails to provide correct information, the host cannot be held responsible for any consequences following of the lack of this information.

The guest is obliged to bring valid passport and/or identity card and insurance documents with them.

The guest is furthermore obliged to follow the to the hosts house rules and regulations as they are presented to him before the signing of the agreement upon arrival and as well all rules and regulations of any partnering organization of the host.

The guest also agrees on following the advice given by the host and/or its partners such as time and place of meetings, activities etc., as well as the advice given on any unforeseen events during the stay at Ericeira Surf House.

The guest must not present himself or herself or behave in such way what is disturbing to the other participants, breaks the house rules or creates a safety or practical problems to the host.

7.2.1 Use of drugs or any other illegal substances and possession of weapons

Any use of illegal substances such as drugs etc. and possession of any dangerous weapons is strictly forbidden and will be reported to the local police. The guest in question will also be immediately rejected and does not have any right to refunds of the costs of the unused days of their stay.

7.2.2 Damage, loss and theft of equipment and/or facilities

The guest can be made liable for losses or additional expenses that are inflicted to the host due to foul breaches of these terms&conditions, laws of Portugal and/or the house rules presented to the guest upon arrival. If any facilities in and outside the house are damaged, the guest is obliged to report it as soon as possible to the host to avoid any further damage and/or physical injuries due to damaged facilities.

The guest is responsible for covering the costs if the damage caused is due to careless and/or malicious behaviour of the guest. Also, if any of the equipment is stolen of lost due to careless or malicious behaviour, is the guest responsible for covering the costs of the equipment in question.

Note that the guest is responsible for covering any damage, theft and/or loss of equipment and/or facilities belonging to the host and/or its partnering organizations if the damage has occurred while the guest has been under influence of alcohol or any other substances.

7.2.5 Keys

Each room will have their own keys and the guests will be handed these at arrival. During their stay the guest is responsible for the keys. In case of loss or theft the guest is responsible for covering the costs of the lost keys (EUR 30).

7.2.6 Use of rental equipment

The guest can rent surfing equipment (surfboard, leash, wetsuit) and or bicycle with a surfboard rack from the host. Rentals can be a part of the package, which the guest has booked or they can be booked apart in forehand or upon arrival.

If the equipment is booked upon arrival the host cannot guarantee the availability.

The guest is responsible for careful use of the equipment for solely the purposes they are meant for. The rental bicycles come with a lock, which should be used at all times when the bicycle is left behind. If the equipment is damaged, the guest is obliged to report it as soon as possible to the host to avoid physical injuries due to damaged equipment. The guest is responsible for covering the costs if the damage is due to careless use of the equipment. Also if any of the equipment is stolen of lost, is the guest responsible for covering the costs of the equipment in question.

The costs are as follows:

Bicycle, rack and lock: EUR 250

Surfboard: EUR 150

Wetsuit: EUR 50

The host as at all times the right to deny guests the use of the rental equipment if the host think the (weather or wave) conditions are not safe for the guest, if the guests is under influence of alcohol or for any other reason. The guest has no right for refund(s) in these situations.

The use of any rental equipment is at all times on own risk of the guest.

7.2.6 Children

Children under the age of 18 years are only allowed to stay at Ericeira Surf House with their legal parent or guardian appointed by the law or the legal parent of the minor. This person is fully responsible for the safety and health of the minor he/she is travelling with and is obligated to supervise the child at all times. The adult cannot hold Ericeira Surf House and/or its staff and/or partners responsible for any accidents occurring due to the lack of supervision for the minor child.

7.3 Right to reject a guest

The host has the right to reject a guest upon arrival if he/she does not have the necessary travel and insurance documents or does not fulfil the requirements of age of the guests (under 18 only with their parents). The host also has the right to reject the guest(s) if there is any doubt the guest(s) might have been in contact with bedbugs and might be spreading them.

The host is also entitled to reject a guest at any time during his/her stay if the guest's behaviour or state makes it obvious that he/she is unable to fulfil the demands of the terms& conditions and/or house rules and/or poses any threat or harassment towards other guests or staff.

Foul breaches of these terms&conditions and/or house rules entitles the host to refuse the specific guest and even his/her whole party their further stay at Ericeira Surf House and/or any activities organized by the host and/or its partnering organizations.

The host also has the right to reject any guest(s) if they are not complacent with the health&safety rules and regulations regarding the Corona-virus/Covid-19 pandemic.

The rejected guest(s) is without right to demand refunds of the unused days and/or services. The host cannot be held liable for any costs for the guest due to the rejection.

Note that the guest who books a package on the behalf of any other guests, is obliged to ensure that the other participants are aware of and able to follow the regulations set down by the host, that they fulfil the requirements of the age limit and that the package is of such a nature that the others may participate without endeavour to themselves or others.

The house rules can be requested in forehand for the guests to get to know them before booking.

8. COMPLAINTS OF THE GUEST AND POSSIBLE REFUNDS

If the guest is unsatisfied with the package and/or the experience, is he/she obliged to notify the host within reasonable time so the host can take needed action to improve the experience or arrange eventually any compensation.

Any deficiency in the physical facilities of the house/room/equipment/garden etc. need to be reported as soon as possible on the location so that the host can replace and/or improve them to complete the package/experience. If any deficiencies in the facilities are reported afterwards, the

guest has no right to compensation, as he/she did not give the host the chance to improve/compensate/replace the deficiency.

Any possible refunds will be based on the time of the report and the seriousness of the deficiency.

9. PHOTOGRAPHS OF THE GUEST TAKEN DURING THE STAY

Ericeira Surf House and/or its partners may take photographs or videos of their guests during their stay and the activities. Unless the guest forbids the use of the images taken, Ericeira Surf House and/or its partners has the right to use the images for marketing purposes in their communication, marketing, website and social media channels. The guest is offered written possibility to refuse the host taking/using images of him/her at the check-in.

10. RISK OF INJURY AND DAMAGE

The activities Ericeira Surf House and its partnering organizations offer involve a certain risk of damage and injury of both person and equipment, even with observation from the guides and/or instructors. Each guest must follow instructions from the host and its instructors/guides to ensure safety and comfort to each and every participant. If attending surf lessons, the guest must be able to swim and feel secure in water.

All activities during the stay at Ericeira Surf House will take place at the own risk of the guest. Ericeira Surf House, its partnering organizations as well as the instructors and guides they use, cannot be held responsible for any accidents/personal injuries during the stay or any costs arising from these situations (including but not limited to additional travel costs, loss of booked services/flights/accommodations, aftercare outside Portugal etc.). The guest has no right for refunds from the host and /or its partners for the paid services due to the above-mentioned situations. It is the guest's own responsibility to ensure that he/she has a valid travel insurance that covers these situations.

10.1 Insurance during surf lessons

The surf lessons booked through the host include an insurance in case of accidents during the surf lessons. This insurance covers the medical expenses clinically necessary for the treatment of injuries suffered as a result of an accident during the surf lessons. The insurance might not cover any other costs (including but not limited to additional travel costs, loss of booked services/flights/accommodations, aftercare outside Portugal etc.). The guest can request the full insurance policy from the partnering surf school for more details. The claims regarding this insurance are at all times handled through the partnering surf school.

11. EXPOSURE TO THE CORONA-VIRUS/COVID-19 DISEASE

If any of the guest(s) or any member(s) of the staff of Ericeira Surf House and/or its partners have been exposed to the Corona-virus and/or Covid-19 disease, the host will follow all legal requirements

and protocols to resolve the situation. This might include closing the premises, quarantine of the exposed person(s) and more. The host cannot be held liable for any losses of booked packages or any extra costs arising for the guest from this situation. This section will overrule section 6.

12. CONFLICT MANAGEMENT

By claims of compensations, the customer shall be informed of the complaint procedure and that if the complaint is not accommodated or that the parties agree, the case can be brought to the a conflict management organizations, as well as prospective complaint fees in accordance to this.

13. VALIDATION

These Terms and Conditions of Ericeira Surf House (by Waveconstellation Lda and Absolutely Summer lda.) are valid from the 23rd of October 2026 Ericeira Surf House (by Waveconstellation Lda and Absolutely Summer Lda.) reserves the right to changes that may occur after the printing of informational documents and price listings.