



# BUCHUNGSANFRAGE

**BITTE KOMPLETT AUSFÜLLEN!**

aufenthalt vom

bis

name, vorname

geburtsdatum

mobilnummer

adresse

str.

plz

stadt

land

kategorie

essen

surfkurs

level

yoga package

französischkurs

## WER KOMMT MIT DIR?

2. / name, vorname

geburtsdatum

mobilnummer

kategorie

essen

surfkurs

level

yoga package

französischkurs

3. / name, vorname

geburtsdatum

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yoga package

französischkurs

4. / name, vorname

geburtsdatum

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surfkurs

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yoga package

französischkurs

5. / name, vorname

geburtsdatum

mobilnummer

kategorie

essen

surfkurs

level

yoga package

französischkurs

## BENÖTIGST DU EINEN ABHOLSERVICE VOM:

bahnhof

flughafen

\* [www.westcoasttransfers.com](http://www.westcoasttransfers.com)

## ANMERKUNGEN

Wie hast du von der ATLANTIC SURF LODGE erfahren?

ich habe die AGBs gelesen und stimme diesen zu.

# ALLGEMEINE GESCHÄFTSBEDINGUNGEN



## ARTICLE 1 – Scope of application

These terms and conditions apply in full without restriction to any purchase of accommodation services ("The Services") offered by Atlantic Surf Lodge – SARL Vague d'OR ("The Supplier") to consumers and non-professional Clients ("The Clients or a Client").

The main characteristic of the Services are described on the website of the Supplier.

The Client must read these terms and conditions before to order any service. The choice and the order of the services is the sole responsibility of the Client.

Pursuant to Law 78–17 of 6 January 1978, it is recalled that the personal data which is requested to the Customer are necessary for the processing of his reservation and the preparation of invoices, among other things. These data can be communicated to the possible partners of the Service Provider in charge of the execution, processing, management and payment of orders. The processing of information communicated via the website >>[www.atlanticsurflodge.com](http://www.atlanticsurflodge.com)<< meets legal requirements for data protection, the information system used ensuring optimum protection of this data. In accordance with the Data Protection Act of 6 January 1978, reinforced and supplemented by the RGPD (General Data Protection Regulation) entered into force on May 25, 2018, the Customer has at all times a right of access, rectification, opposition, deletion and portability all of his personal data by writing, by mail and justifying his identity, to: Atlantic Surf Lodge – SARL Vague D'Or – 7 Rue du Pignadar – 40480 Vieux Boucau – France.

These terms and conditions apply to the Services irrespective of any other terms and conditions.

These terms and conditions are systematically provided to all Clients before the conclusion of this contract of provision of services and shall prevail, as the case may be, on any other previous version, or any contradictory document.

The Client hereby declares that he/she has acquainted himself/herself with these terms and conditions before the conclusion of this contract of provision of services. The validation of the reservation by the Client entails full acceptance without any restriction or any reserve to these terms and conditions.

As these terms and conditions may be amended from time to time, the applicable version is the one in force on the date of conclusion of the contract.

The contact details of the Supplier are the following:

Atlantic Surf Lodge – SARL Vague D'Or

7 Rue du Pignadar

40480 Vieux Boucau

France

[uli@atlantic-surflodge.com](mailto:uli@atlantic-surflodge.com)

## ARTICLE 2 – Orders

The Client elects for the services to order, in the following manner:

- The Client fill-in the "reservation form" and send it only by e-mail to the above mentioned e-mail address.
- An invoice is sent to the Client by Atlantic Surf Lodge - SARL Vague d'OR upon reception of the reservation form.
- 4 weeks before the arrival date, at the latest, Atlantic Surf Lodge SARL must have received the payment.

It is the duty of the Client to verify the correctness of the order and to inform immediately the company of any error.

Atlantic Surf Lodge – SARL Vague d'OR will only consider the reservation as complete upon entire payment of the invoice which is due to be done no later than 4 weeks before the arrival date as mentioned in the reservation form.

The failure to pay the invoice in such delay would entail Atlantic Surf Lodge – SARL Vague d'OR to cancel the reservation.

All payments must be done via bank wire transfers.

Atlantic Surf Lodge – SARL Vague d'OR may cancel or refuse any order from a Client with which there is a pending or past litigation on order payment.

## ARTICLE 3 – Prices

The prices listed on the site [www.atlantic-surflodge.com](http://www.atlantic-surflodge.com) are expressed in Euros and include all taxes (TTC).

They can be modified at any time without notice. The prices applied are those applied at the time of the order within the limits of available stocks and subject to typographical error or modification of the French VAT rate. Any change in this rate would then be reflected immediately in the selling prices.

All prices are fixed prices.

The price to be paid by the Client is equal to the total amount of the purchase order.

An invoice is issued by Atlantic Surf Lodge - SARL Vague d'OR and sent to the Client upon receipt of the reservation form.

## ARTICLE 4 – Terms of payment

The price is to be paid in full, upon receipt of the invoice sent by Atlantic Surf Lodge – SARL Vague d'OR and after completion of the reservation procedure as stated above in article 2 "Orders", by way of secured bank wire transfer.

The failure to pay at least 4 weeks before the arrival date, as mentioned in the reservation form, may entail the company to cancel the reservation.

For reservations concerning 6 or more persons, a prepayment amounting to 30% should be addressed to the company with the reservation form.

The Supplier will not have to perform the services ordered in case of partial payment.

No supplementary costs, exceeding the costs suffered by the supplier for the use of mean of payments can be invoiced to the Client.

## ARTICLE 5 – Supply of services

The services ordered include:

- The accommodation with half board (breakfast and dinner) following the choices made on the reservation form;
  - Arrival between 3 pm and 7 pm (local time) on the date mentioned for the first day in the reservation form.
  - Departure on the date mentioned for the first day in the reservation form and in any case before 11 am (local time).

- Daily cleaning of the rooms and common spaces.

- The furniture of the household linen on the first day, for all the Client's stay.

- WIFI connection on the network of Atlantic Surf Lodge – SARL Vague D'Or.

The Client acknowledge that it is forbidden to use this service contrary to the applicable French legislation. Notably, it is forbidden for the Client to:

- Try to access to devices connected to the network.
- Make illegal or immoral downloads .
- Consult videos on line legally or illegally.
- Make massive e-mail sending (spamming).
- Try to obtain unauthorized access to a computer. By accepting these terms of services the Client certifies that his/her computer does not hold any virus and that it is protected by an up-to-date antivirus software. The Client remains responsible of its computer, Atlantic Surf Lodge – SARL Vague D'Or cannot be held responsible for its loss, theft or deterioration.

- Surf lessons, as the case may be, depending on the duration selected.

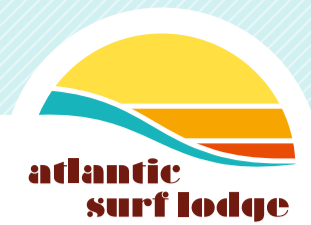
- Yoga classes, as the case may be.

- Transfer fees from the railway station or the airport depending on the choices of the Client.

To this end, it should be noted that transfers are managed by Westcoast Transfert under their sole responsibility, and the Client discharge Atlantic Surf Lodge – SARL Vague d'OR for any responsibility on the realization of such transfers for which the Client bears full responsibility for the entirety of the related risks.

The here-above described services are taking into account the number of participants as mentioned on the reservation form, the Client can have the possibility to modify the name of the participants but without any possibility to modify neither the participants' number nor the services selected.

# ALLGEMEINE GESCHÄFTSBEDINGUNGEN



The ordered services do not take into account ancillary services that will be invoiced separately upon request of the Client, which are the following:

- Lunch: € 10/day and per person
- Rent:
  - Surf board: € 15/day and per person // € 95/week and per person
  - Surfing wetsuit: € 5/day and per person // € 30/week and per person
  - Bath towel: € 5/day and per person
  - Laundry: € 5/washing machine
  - Bike: free
  - Loss of locker/key: € 10/loss
  - Lost bike: € 100/bike

Concerning rents, the Supplier will ask the client, upon arrival, for the payment of a guarantee amounting to € 40, which will be either reimbursed on the date of restitution of the rent items or deducted from the sums due.

The Supplier is due to make its best efforts to provide the services ordered by the Client and is bound within the limits of due care.

If the services have not been performed for any other cause except due to Force Majeure or due to the Client's behavior, the sale can be cancelled upon written demand of the Client in the form mentioned in articles L 216-2 L 216-3 and L241-4 of the French consumer code.

The sums previously transferred by the Client will be reimbursed no later than 14 days after cancellation of the contract, excluding any indemnification or retains.

- Company Name: Atlantic Surf Lodge Vague d'OR,
- Type of company: SARL,
- Share capital: 5000 €,
- Registered office: 7 Rue du Pignadar, 40480 Vieux Boucau, France
- Registration number: 752 454 165 RCS DAX.

## ARTICLE 6 – Responsibility of the Supplier

Atlantic Surf Lodge – SARL Vague D'Or cannot be held responsible for the loss, theft or deterioration of the Client's personal items.

## ARTICLE 7 – Force majeure

The Parties cannot be held responsible if the failure to meet or any delay in meeting any one of their obligations as prescribed in this contract, is due to Force Majeure in the meaning of article 1218 of the French civil code.

The Party having knowledge of this event must inform without delay the other party of its impossibility to perform the services and must thus provide explanation to this party. The postponement of the execution of the obligation may not trigger any responsibility due to the non-fulfillment of the obligation, nor entail damages or late payment interest.

## ARTICLE 8 – Cancellation process

The Client may ask for the cancellation of its reservation in the following manner:

- The Client must sent its cancellation demand by official mail with acknowledgement of receipt to the here-above mentioned address of Atlantic Surf Lodge – SARL Vague d'OR
- Cancellation costs will be the following:
  - For any cancellation demand received by Atlantic Surf Lodge – SARL Vague d'OR no later than 4 weeks before the arrival date as mentioned in the reservation form, Atlantic Surf Lodge – SARL Vague d'OR will not receive any remuneration and the Client will be reimbursed in a delay not exceeding 30 days upon receipt of the cancellation demand.
  - For any cancellation demand received by Atlantic Surf Lodge – SARL Vague d'OR between 2 and 4 weeks before the arrival date as mentioned in the reservation form, Atlantic Surf Lodge – SARL Vague d'OR will retain 50% of the total amount of the initial invoice, the Client being reimbursed in a delay not exceeding 30 days upon receipt of the cancellation demand.
  - For any cancellation demand received by Atlantic Surf Lodge – SARL Vague d'OR between 1 and 2 weeks before the arrival date as mentioned in the reservation form, Atlantic Surf Lodge – SARL Vague d'OR will retain 70% of the total amount of the initial invoice, the Client being reimbursed in a delay not exceeding 30 days upon receipt of the cancellation demand.
  - For any cancellation demand received by Atlantic Surf Lodge – SARL Vague d'OR during the week before the arrival date as mentioned in the reservation form, Atlantic Surf Lodge – SARL Vague d'OR will retain 100% of the total amount of the initial invoice, the Client will not be entitled of any reimbursement.
- The cancellation cost as mentioned here-above is set to compensate the loss suffered by Atlantic Surf Lodge – SARL Vague d'OR due to the cancellation taking into account the risk of unoccupied dwelling for Atlantic Surf Lodge – SARL Vague d'OR.

## ARTICLE 9 – Governing law - Language

This Agreement shall be governed by, and construed in accordance with, French law.

The French language version of these terms and conditions shall prevail over any other translation.

## ARTICLE 10 – Conflicts

The French courts shall have sole jurisdiction to settle any disputes which may arise out of or in connection with the provisions of the Services pursuant to these terms and conditions, notably concerning their severability, interpretation, execution, cancellation, and their consequences, if the parties have failed to reach any amicable settlement. The Client is informed that in any case he can seek for amicable settlement notably by informing the Consumer Arbitration Commission (Commission de médiation de la consommation – art. L 612-1 of French consumer code) or any sectorial institution and that he can also seek for any other kind of dispute resolution (e.g. conciliation) in case of conflict.

## ARTICLE 11 – Pre-contractual Information – Client's consent

The Client hereby acknowledge that he has been provided with these terms and conditions, before to order and before the conclusion of the contract, in a clear and understandable manner, and any with other information listed in article L.221-5 of the French consumer code and notably the following information:

- Main characteristics of the Services provided.
- Prices of the Services and ancillary costs.
- Lack of immediate performance of the contract, the date or delay in which the service provider intends to provide the services ordered.
- Information on the identity of the service provider, its mail address, telephone number, electronic address, and its activities if they cannot be deducted from the context.
- Information concerning legal and contractual right of the Client and ways to seek for their application.
- The functions of the electronic content and, as the case may be, interoperability.
- The possibility to seek for amicable settlement in case of conflict.

The fact for an individual (or a company), to order for an immediate purchase or for a service includes the acceptance and entire agreement of the Client to these terms and conditions and the obligation to pay for the Services ordered. The Client accepts these terms and conditions and waives all rights to claim against the Supplier on the basis of any contradictory document, which would be void to the Supplier.