

Terms & Conditions

1. Guided Tours

1.1. Booking and payment

The booking of our services can be effected by e-mail, phone or through our partners. This booking results in a binding conclusion of contract. The contract is effective after receiving our booking confirmation. The payment for Half- and One-Day-Tours is in cash on the day of the tour or in advance via bank transfer or Paypal.

For multi-day tours the full amount must be paid by bank transfer or Paypal within 14 days after receiving the booking confirmation.

1.2. Services and prices

Our services and prices are listed in the descriptions on our website www.seakayakingsagres.com or described in our relevant e-mail conversation. Sea Kayaking Sagres is not responsible for the organization of arrival and accommodation, unless it was agreed in personal contact.

1.3. Weather-related changes

All tours are subject to weather and sea conditions. If the weather and sea conditions are not favorable the tour can be removed to a different place / region. If an alteration to another region is not possible we will search for an alternative activity in accordance with the client or the tour can be cancelled.

1.3. Cancellation by participants

Half- and One-Day-Tours can be cancelled by phone or e-mail until 24 hours before start without any costs.

Cancellations for Multi-Day-Tours should be written and directed to info@seakayakingsagres.com. The cancellation fees are as follows:

- until 30 days before tour start: 30%
- 29 to 14 days before tour start: 60%
- 13 to 7 days before tour start: 80%
- 6 to 0 days before tour start: 100%

SEA KAYAKING SAGRES

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Our Corona Cancellation policy is as follows: In case of corona-related cancellations, such as quarantine orders, flight cancellations and travel restrictions we will refund the full amount or issue a voucher in accordance with the customer. The customer is obliged to provide proof of a corona-related cancellation.

1.4. Cancellation by Sea Kayaking Sagres

Sea Kayaking Sagres can cancel without notice if participants show inappropriate behavior that endangers themselves or the group. In this case no refund will take place.

We can withdraw from the contract in writing up to 30 days before the start of the event if the minimum number of participants indicated for our offer has not been reached. We commit to inform the participants immediately. Already made payments will be refunded immediately. Further compensation for preparations, bookings or loss of earnings and cancellation fees already made by the participant will not be reimbursed.

Furthermore, weather and sea conditions, unequal performance groups or diseases can make short-term changes necessary. In principle such conditional changes do not enable a fundamental reduction claim. For unused services there is basically no claim for reimbursement.

1.5. Authority and instructions

Participants commit themselves to respect the authority of the guide and to follow his instructions. Although Sea Kayaking Sagres takes all possible precautions to ensure the safety of the participants, the participants accept the risks associated with sea kayaking.

2. Rentals

2.1. Rental and Conditions

The lessor gives rental to the lessee who takes the rental, the kayaks and accessories described in the particular conditions of the rental contract.

The price list for renting kayaks and other equipment is posted on the Sea Kayaking Sagres homepage (www.seakayakingsagres.com/rentals). The price due for the rental must be paid in advance.

The return of the equipment before the contracted term, will not give rise to the refund of any amounts paid or reduction of the rental price.

A deposit will be charged to guarantee the proper and timely fulfillment of the obligations assumed in this contract, the amount of 15% of the contracted value.

The transport of kayaks within the Vila do Bispo municipality area will not be charged. Outside the municipality, will be charged the amount of € 0,40 / km + eventual toll taxes.

2.2. Obligations of the lessor

The lessor's obligations are:

- (a) deliver to the latter the kayak covered by this contract, accompanied by the documents and equipment referred to in the special conditions;
- b) Ensure the use of the kayak for its intended purpose.

The lessor assures to the second contractor that he has a right to the aforementioned kayak which includes the right to lease it without any restrictions

2.3. Obligations of the lessee

Obligations of the lessee are:

- a) Make normal and prudent use of kayaking, in compliance with applicable laws and regulations;
- b) Pay the rental under the agreed terms and conditions;
- c) Do not sublease the kayak;
- d) The kayaks may only be rented by the lessee and used by the persons in the list included in the particular conditions, excluding any other
- e) Not transfer, adapt, transform or modify the kayak without prior permission of the lessor,
- f) Refrain from using kayaks for sporting events of any kind;
- g) Allow to examine the kayak whenever requested by the lessor;
- h) Observe, in the event of a claim, the rules and procedures provided for in Article 2.4.;

Notify the lessor, within 6 hours of detection, of any defect or malfunction of the kayak;

- i) Immediately notify the lessor of any theft, damage, requisition, confiscation or any other offense of ownership or possession of the kayak within 6 hours, making a complaint to the authorities or taking necessary safeguard measures. ;

- j) Refrain, by act or omission, to contribute to the belief in others that the kayak is his property;
- (k) to pay the taxes and fees relating to the use of the kayak or to the contract;
- l) Cost all fines and similar expenses related to the use or possession of the kayak;
- m) Do not use the kayak outside the geographical area of the Portuguese mainland unless with the prior written permission of the lessor;
- n) Return the kayak and other equipment after the rental period, with the equipment and documents referred to in the particular conditions, and at the time and place indicated, advising when, for any reason can not do so.
- o) Do not proceed to any incorporation of parts in the kayak, or its alteration.

2.4. Claim Procedure

In the event of a kayak accident, the lessee shall, within a maximum of 6 hours, inform the lessor of the occurrence in order to be inspected.

If the claim is of partial loss and the kayak is recoverable, the lessee shall have the repair, bearing the respective costs;

If the claim is of total loss, the lessee shall compensate the lessor in the amounts described in number two of article 8.

It is considered total loss when the accident implies the destruction and total loss of kayak.

2.5. Impossibility of use

Where the situations described in Article 2.4. occur, in particular the necessary repair or maintenance, in the event of unforeseeable circumstances or force majeure, the lessee may not claim compensation or reduce the rent.

2.6. Risk

Without prejudice to the provisions of this agreement regarding insurance, the risks of loss or deterioration of kayak are borne by the lessee.

The lessor is not responsible for any accident, injury or other damage during the rental period.

The contract does not include any risk insurance.

2.7. Compensation

The lessee will return the rented material at the agreed time and place.

If there is delay in delivery, for each day of delay, the lessee will pay an amount equal to the contracted, plus 50% as compensation.

If the lessee for any reason does not return the kayak and rented equipment, the renter will pay the following amounts of € 1500 for the loss of a kayak, € 100 per paddel, € 80 per life jacket, € 50 per sprayskirt, € 20 per drybag.

The same amounts will be charged in case of accident that implies the destruction and total loss of kayak.

If the equipment is delivered with damage, the lessee shall be solely and exclusively responsible for the payment of, or for the damage caused by, the repair of the rented material.

2.8. Hazard statements, declaration of responsibility and qualifications

The lessor is not responsible for any accident, injury or other damage during the rental period, either to the renter or to third parties.

The Renter declares to be able to estimate the dangers resulting from sea and weather conditions (especially winds, waves, currents, tides) in Costa Vicentina and to take all necessary precautions, declaring to have a Level 4 qualification, such as BCU 4 *, EPP 4, ACA 4 or equivalent qualification or related skills (such as being trained to paddle 4 to 5 BFT, cross the 1m wave surf zone, self-rescue and rescue).

If the kayaks are not delivered on the agreed day and time, the authorities will be alerted.

3. Ineffectiveness

The ineffectiveness of individual business terms does not result in the ineffectiveness of the entire contract. The remaining conditions remain unaffected.

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