

GENERAL TERMS AND CONDITIONS

DUOTONE PRO CENTER KOKSIJDE

DPC KOKSIJDE IS OPERATED BY SURFCLUB WINDEKIND VZW. (HEREINAFTER REFERRED TO AS "SW") OFFERS THE FOLLOWING SERVICES:

- Windsurfing, Kiteboarding, Stand up Paddling, Foiling, Surfing lessons, clinics and courses
- Renting out of watersports equipment as well as other types of sports equipment
- Rental of storage boxes and places for private equipment
- Organizing sporting events, trainings or other related activities

§1. GENERAL RULES

1. The following regulation contains the rules and conditions which the guests must follow when entering the Duotone Pro Center Koksijde or when using any of its goods and services.

2. Our customers are allowed to use the services and facilities provided by Duotone Pro Center Koksijde: shower, toilets, changing rooms and lockers.

3. The locker and changing rooms area is not monitored during the day. Therefore, the Duotone Pro Center Koksijde cannot be held liable or responsible for any loss, theft or damage of belongings. We kindly ask not to leave valuables unattended in the area of the center. Customers are obligated to close their locker with a lock and to respect the opening times of the center.

4. Duotone Pro Center Koksijde is under operation of Surfclub Windekind. There is a picnic ban on the terraces and on the area demarcated by the catering establishment of the SW clubhouse.

5. Avoid blocking the corridor of the tractor and rescue craft.

§2. CENTER RULES

4. All guests/customers are responsible for their own material, equipment rented from the center, and the property/goods of Duotone Pro Center as well as for the sorting and return of the gear. It's forbidden to leave the materials unattended or in any other way which endangers the safety of people, property and equipment. The owner or renter bears full liability for any damage caused by negligently behaviour.

5. The sports equipment must be placed in the appropriate stands without creating any obstacles for other users. It's forbidden to use or to deposit equipment that doesn't fall under activities permitted by Duotone Pro Center.

6. It's prohibited to place equipment outside the designated area or the assigned space, even when free. In the case of a breach that equipment can be removed by the Duotone Pro Center team.

§3. RULES ON THE WATER

7. All nautical activities are performed under every customer's own responsibility; during these activities the general navigation guidelines and all rules of the competent bodies must be followed.

8. In the event of adverse weather conditions, the clients of DPC Koksijde are prohibited to go out on the water.

9. When you see someone in trouble. Try to help. When this fails, come to the shore as soon as possible to report it. When DPC Koksijde is closed, call 101.

10. Stay on the left side of the red buoys and avoid starting of coming back in the swimming zones (yellow buoy). Please don't go out further than you can swim back.

11. We do not rent out kitesurfing gear when the wind is blowing offshore. Please consult: www.windekindmeteo.be for on spot weather info.

§4. EQUIPMENT RENTAL CONDITIONS

12. By renting in our center you relieve SW of any civil liability from any responsibility regarding the use of the sports equipment requested for hire.

13. By renting in our center you assume all and any responsibility for any damage caused to the same equipment or damage to the third parties exempting the SW, its collaborators or instructors.

14. By renting in our center you assume in your own, every and each responsibility for possible damages suffered to your own person consequent from exercise of the sport practice and from the use of the equipment, to have adequate capacity and appropriate competence to be sufficiently prepared and to know the basic rules of behaviour and navigation for the sport in which you require specific equipment, to know the school regulations and its procedures and to approve it.

15. By renting in our center, you declare to not have medical conditions that prohibit the practice of sports at an amateur level.

16. Life jacket is included in the rental price, so feel free to ask for one. Life jackets are mandatory on inflatable rentals. A valid ID and the prepayment are required for the rental. There's a 15 minutes tolerance for each renting option. If that period is exceeded, it will be charged the following rental option of the chart. Rental gear must be returned 15 minutes before closing time.

17. All material is assigned to you by our team for your personal use only. Please check the condition of the material when handing it over in order to report any damage immediately. When returning the material, we ask that you check out for any damage before we do.

§6. PRICES

18. All prices are per person and can be changed by us at any time without prior notice, including any printing errors or mistakes. Discounts cannot be accumulated. Our long term rentals also are valid for one season. We offer quotations for groups and company trips. Members of SW receive a discount. This discount is strictly personal and cannot be transmitted to somebody else.

§7. CANCELLATION POLICY

19. At the moment of confirmation we ask for a prepayment, normally 25% of the total amount or in case of particular Events, Clinics or Camps 50% of the total amount. Downpayment should have been done at the day of arrival. In case of cancellation within 30 days, the prepayment will not be refundable.

§8. PAYMENT

20. We accept payments by credit card, bank card or cash.

§9. LIABILITY INSURANCE

21. All participants are insured through the Duotone Pro Center Koksijde liability insurance. If you rent, (windsurf, kite, foil, SUP & surf), as well as if you rent after the end of a lesson, you are not insured for yourself or against third parties. You are liable for damage to the material, loss of the material and damage to third parties (people / material). In the event of a collision, liability applies according to international rules.

§10. EQUIPMENT INSURANCE

22. To make sure that you get the best gear available we check the equipment each time before you go on the water. If you crash a board or sail we will charge you the repair costs. If a board or sail is beyond repair or the repair can't be made in a way that it's not visible we charge you 60% of the suggested retail price of the damaged product and the board, sail or boom will be yours then. We issue you an invoice for the repair or replacement of the product so you can claim it on your insurance when you are back home. We also offer an on location toolkit insurance when you pay an additional 10% of the rental amount. This gives you 50% discount on all repair & replacement fees.

§11. APPLICABLE LAW

23. The parties agree to use Belgian law.