

GENERAL TERMS AND CONDITIONS OF KBC BROUWERSDAM

Opening hours

The KBC is open daily from 10 am - 6 pm. Outside opening hours, our rental equipment may not be used for safety reasons.

Disclaimer

KBC is not liable for any damage to property or personal injury of any kind. No liability is accepted for the loss or theft of items either.

Registration and withdrawal from the contract

A course participant or tenant must not be impaired in health or condition. He/she must be able to swim for at least 15 minutes without any aids. Guests who behave in a dangerous manner or cause lasting disruption to a course may be excluded from further participation. Payments made will not be refunded. There are no further claims.

Courses and course delivery

A kite course usually starts at 10 am on the first day booked. If the practical part of a course cannot take place due to too much wind (>25 kn) or too little wind (<12 kn), the course will be postponed to a later date or replaced by a voucher for the service missed. KBC is not obliged to refund parts of the course fees if the client finishes the course earlier than booked for personal reasons.

Renting

The hirer is obliged to return the equipment punctually to the car or the station by 5:45 pm. In case of lack of control of the equipment, violation of the avoidance rules or endangering others, the lessor can declare the immediate withdrawal from the contract and retain the rental fee. The guest is personally liable for self-inflicted damage to rented items. Each guest is obliged to report any damage incurred upon return.

The safety and operational readiness of the equipment is ensured by regular inspection. The hirer is nevertheless obliged to check the material before setting off and to return it cleaned after use.

Equipment insurance

KBC's material insurance covers damage up to 300 euros per claim, with no excess. The hirer is liable for damage in excess of this cover amount. Loss of the material is not insured. The participant/renter is personally liable for the loss of rental material in the course and in the rental.

Vouchers

KBC vouchers can be used at KBC Hindeloopen, Brouwersdam, El Gouna, Ras Soma, Dakhla, Parajuru, Sicily, Tarifa, Portugal and Limnos for kite courses, individual training and equipment rental (with the appropriate level). For organisational reasons, it is not possible to make up individual course days. If the voucher is used at a KBC Centre other than the one that issued it, there may be differences in the price due to local conditions. The vouchers are non-transferable and can only be redeemed for bookings/pre-arranged appointments via www.KBC-World.com. It is valid for three years from the date of issue.

Security

The instructions of the KBC staff must be followed at all times. The international rules for taking evasive action must be observed. A sufficient distance of at least 50m to the beach and to other kites and wing foilers, especially beginners, must be ensured. Jumping with the kite or wing close to the beach (min. 50m) is not permitted. Riding outside the designated zones is prohibited. In the event of infringements, KBC is entitled to declare its immediate withdrawal from the contract. Payments made will not be refunded.

Storage of my data

I am aware that my data will be stored by KBC Brouwersdam and passed on to our booking system of Nerdsquad UG (haftungsbeschränkt) so that all booked services can be properly planned and carried out. The following data will be stored: Salutation, first name, last name, date of stay, e-mail, booked services and, if applicable, billing address, date of birth, telephone and accommodation. Your data will be stored until revoked and automatically deleted after 10 years, unless other legal retention periods apply. You can obtain information about your data at any time at brouwersdam@kbc-world.com and request that it be handed over, deleted or corrected. In addition, you have the right to contact the data protection authority responsible for you (e.g. your state data protection commissioner).

Severability clause

The invalidity of individual provisions shall not result in the invalidity of the entire contract. The contracting parties undertake to replace any invalid provision with a clause corresponding to the presumed intention, if possible.

I do not wish any photographs taken of me during my stay at the KBC to be published.

I have read the general terms and conditions of KBC Brouwersdam and confirm by my signature that I accept them.

Date

Client's signature