General Terms and Conditions

A: GTC for the LATAS SURF HOUSE and SURF RESORT LOREDO in SPAIN

latassurf.com – Negotiator for surf camps in Loredo/Somo, Spain, vacations, surf courses, & other services

1. Latas Surf acts as a negotiator between the end service provider (i.e. vacation coordinators, surf schools) and the customer (visitors of this website) and is not legally responsible for the provision of said services. The online offers provided by Latas Surf are not offers from Euro Surfcamps or any other end service provider. Upon booking, the customer completes a contract with the end service provider. The contractual relationship begins when the customer receives a confirmation letter in the form of a booking confirmation. A booking request through Euro Surfcamps is not a definite booking in terms of a touristic travel contract. Confirmation of reception (i.e. confirmation of reception of a booking application) is not a confirmation of acceptance. Latas Surf is not responsible for the implementation of the services, offers, excursions, etc. presented on the website. Responsible for the aforementioned services is the contracted end service provider. Latas Surf acts as a negotiator. Contracts are negotiated between customers and end service providers. The said services are provided by the end service provider. The terms and conditions of the vacation coordinator are applicable. The vacation coordinator and the terms and conditions will be addressed before booking. Registration papers and other documents will be provided by the vacation coordinator.

2. Contracts through booking / booking requests are offered by the customer. Booking can be expressed to the vacation coordinator either written, by e-mail, orally, or through a third party. The contract is only valid when expressed in written form or by e-mail as a confirmation of the agency, Pure-Surfcamps, or other provider.

3. Services, compensation, payment of all of the contracted services as well as the amount of compensation will be noted in the offer as well as from the information in the acceptance confirmation. 10% of the complete cost of all services will be due upon signing/reception of the booking confirmation. The remaining costs are to be paid to the vacation coordinator according to the payment terms and schedule. If a booking takes place less than 4 weeks before departure, the entire cost is to be paid.

4. Service and Price Changes

4.1 Changes and variations of services from those expressed in the contract necessary after signing and were done in best interest of the coordinator are permitted as long as the changes or variations do not have a major impact on the entire booked vacation.

4.2 The coordinator guarantees the prices confirmed on the acceptance confirmation as long as they do not affect non-governmental partners of the coordinator, i.e. hotels.

4.3 The coordinator reserves the right to place fees on customers which were incurred through cases of increased flight costs and/or governmental fees such as entrance, port, or airport fees or a change in currency exchange applicable to the vacation.

4.4 In case of a later change of the trip price, the coordinator will contact the customer.

5. Passport, visa, and insurance: The coordinator is not responsible for informing customers about the provisions for passports, visas, and health insurance as well as changes to these before departure. The customer alone is responsible for said information.

6. Withdrawal

6.1. If a customer withdrawals from the contract, the coordinator can request compensation for the affected preparations.

6.2. A cancellation of a vacation is usually free of cost 45 days before departure as long as not mentioned in the contract, acceptance contract, or terms and conditions of the coordinator.
6.3 For cancellations at later times, coordinators will not charge any cancellation fees as long there is nothing else mentioned in the acceptance confirmation. The coordinator does, however, charge the customer cancellation fees for services from third parties.

6.4 The customer is to take note that a general, legal right to cancellation of the contract with the contracted service providers does not usually exist and that the contracted service providers have the right to request cancellation fees or the entire cost in cases of cancellation. It is, thus, recommended that customers take out cancellation insurance. In regard to cancellation of customers or service providers, only the terms and conditions of the service provider are valid.

7. Participation Requirements

7.1 The customer is required to inform travelers of their duty to indicate objections or complaints immediately before departure.

7.2 The customer is required to inform representatives of the coordinator of any problems—either noticed themselves or by other travelers—after arrival.

8. Liability, Limitations of Liability Statute of Limitations

8.1 The vacation coordinator, and not the negotiator (Euro-Surfcamps) is responsible to the customer for the provision of contracted services. Euro-Surfcamps is generally in no way responsible to the customer, since Euro-Surfcamps is only the negotiator for the contract.

8.2 In cases of simple neglect of duties (cardinal duties), the coordinator is liable to the customer. The pre-contractual, contractual, and extra-contractual responsibilities are, otherwise, limited to cases of malice and major neglect in which the limits of liability also extent to assistants. The contractual liability of the coordinator for non-body damages is limited to three-times the price of the trip.

8.3 Claims to compensation of damages against the coordinator due to illicit treatment and in cases of bodily harm are limited to the pre-agreed compensation, but in any case in the amount of the coverage of the casualty insurance of the coordinator. Upon request, the coordinator will show the customer the insurance policy.

8.4. Claims against quality of service must be made within six weeks after the contractually recognized end of the trip. After this deadline, compensations are no longer possible.

8.5 The customer is no longer able to dispute services if the traveler knowingly refused it, did not report after arrival, or if the customer did not obey the responsibilities in part 7 and the customer was unable to receive help.

8.6 Claims to compensation against the coordinator is limited or excluded in cases of international agreements or such based on legal regulations which are applicable to services of the service provider, a claim to compensation against the service provider is or can only be made possible with certain requirements or limitations or is excluded with certain requirements.

8.7 The contractual claims of the customer are limited to one year. The limitation begins on the day on which the trip should have ended.

Final Provisions

9.1. The laws of the Federal Republic of Germany are applicable in all legal matter for all parties.

9.2. The general court for all disputes with contracts in Munich.

9.3. Compensation or enforcement of a right of lien by the customer is only possible with recognized or legally bound counterclaims.
Política de privacidad

1. Información legal

LATAS SURF HOUSE, S.L.U., sociedad domiciliada en c/Arna 131 (Latas) Somo 9140, Cantabria, España, Spain, con C.I.F. B39760715 (“LATAS SURF”) es la titular del sitio web ubicado en el nombre de dominio www.latassurf.com (el “Sitio Web”).

La presente Política de Privacidad sólo es aplicable al Sitio Web, entendiendo como tal todas las páginas y subpáginas incluidas en el mismo, declinando LATAS SURF cualquier responsabilidad sobre las diferentes políticas de privacidad y protección de datos de carácter personal que puedan contener las páginas web a las cuales pueda accederse a través de los hipervínculos ubicados en este Sitio Web y no gestionadas directamente por LATAS SURF.

Esta política se ha configurado respetando escrupulosamente la normativa vigente en materia de protección de datos personales, esto es, entre otras, la Ley Orgánica 15/1999, de 13 de Diciembre, de Protección de Datos de carácter personal (la “LOPD”) y el Real Decreto 1720/2007, de 21 de diciembre, que aprueba el Reglamento de desarrollo de la LOPD.

2. Recogida de datos de carácter personal

De conformidad con lo dispuesto en la LOPD y su normativa de desarrollo, LATAS SURF informa a los usuarios de que los datos que faciliten a través del Sitio Web serán incorporados a un fichero automatizado debidamente inscrito ante la Agencia Española de Protección de Datos del que es responsable LATAS SURF. Dichos datos serán tratados con la finalidad de gestionar las relaciones con los usuarios del Sitio Web. Estos datos personales también podrán ser tratados con la finalidad de generar perfiles de usuario y remitirles, por vía electrónica, postal y telefónica (incluyendo alertas por SMS, u otros medios de mensajería análogos) información comercial personalizada que pueda resultar de su interés sobre los productos o servicios relacionados con los ofrecidos por LATAS SURF siempre y cuando hayan prestado previamente su consentimiento, así como participar en encuestas de satisfacción.

Los datos personales recogidos a través del Sitio Web no serán objeto de cesión a ningún tercero, salvo en los casos concretos en que dicha cesión se encuentre amparada por la LOPD y únicamente podrán ser accedidos por el personal de LATAS SURF, así como por aquellos terceros que prestan servicios a LATAS SURF relacionados con las finalidades antedichas.

Los usuarios deberán notificar a LATAS SURF cualquier modificación que se produzca en los datos facilitados, respondiendo en cualquier caso de la veracidad y exactitud de los datos suministrados en cada momento. LATAS SURF procurará comprobar diligentemente la veracidad de dichos datos, reservándose, en su caso y sin perjuicio de otras acciones que pudieran corresponderle, el derecho a no registrar o a dar de baja a aquellos usuarios que faciliten datos falsos o incompletos. Dicha verificación previa no implica en ningún caso la asunción por LATAS SURF de responsabilidad alguna por los daños o perjuicios que pudieran derivarse de la falsedad o inexactitud de los datos suministrados, de las que responderá únicamente el usuario.

LATAS SURF garantiza que han adoptado los niveles de seguridad de protección de los datos personales legalmente requeridos, y ha instalado todos los medios y medidas de índole técnica, personal y organizativa a su alcance para garantizar la confidencialidad, integridad y calidad de la información, así como para evitar la pérdida, mal uso, alteración, acceso no autorizado y robo de los datos personales facilitados.

3. Derechos de los usuarios

Los usuarios pueden ejercitar sus derechos de acceso, rectificación, cancelación y oposición mediante comunicación escrita dirigida a: c/Arna 131 (Latas) Somo 39140, Cantabria, España, debidamente firmada, acompañada de fotocopia del DNI y con la referencia “Protección de datos personales”, así como por medio del teléfono, email o fax disponibles en la sección “Contacta con nosotros” del Sitio Web.
4. Uso de cookies

El Sitio Web utiliza cookies con la finalidad de proporcionar determinados servicios y funciones, así como para ayudar a los usuarios a mejorar su experiencia en línea. Puede encontrar más información al respecto en nuestra Política de Cookies.

5. Modificaciones de la política de privacidad

LATAS SURF se reserva el derecho a modificar esta Política de Privacidad de acuerdo con la legislación aplicable en cada momento. Por ello, le recomendamos que revise periódicamente esta Política de Privacidad para estar informado de cómo se tratan y protegen los datos personales que nos facilita.

Cookies policy

This Cookies Policy is part of the Privacy Policy for the website hosted under the domain name www.latassurf.com (The "Website") and under any of the subdomains thereof or dependent web pages. We use cookies to improve our services.

What is a cookie?
A cookie is a small information file created by the Web Site you visit and stores information on the user's computer to provide access to the various functions.

Why do we use cookies?
We use cookies to learn more about how users use our content and help us to improve your experience when visiting our Website.

What information do cookies provide us with?
Specifically our cookies provide us with the following information:

1. The domain name of the provider that gives you access to the network. For example, if your provider is XXX we will only identify you with the domain name xxx.es. This allows us to compile statistics about the countries and servers that most frequently visit our Web site.

2. The date and time you access our website and the time each user spends on it. This allows us to find out the times when there is most traffic and to make the necessary adjustments to avoid problems of saturation.

3. The Internet address from which the link came which leads to our website. With this data, we can know the effectiveness of different banners and links pointing to our server, to promote those that offer the best results, in order to meet the information needs of our users.

4. The number of daily visitors to each content. This allows us to identify the most successful areas and expand and improve their content, so that the users get more satisfactory information. The information collected is completely anonymous, which means it cannot be associated to a specific user.

5. The language chosen by each user on their first visit to the Website and the restricted area.

6. Security elements involved in controlling access to restricted areas.

7. The user's activity within the Web site: links and places where you click, pages visited, searches, etc. This allows us to improve the functionality of the Website and make it more attractive and useful to the user.

The information to which we have access through cookies allows us to personalize the content based on the interests of the users, but under no circumstances do our cookies allow us to obtain personal data, and nor can they read cookies or other data on the user's computer.
Types of cookies:
On the Website the following types of cookies are used:

According to the entity that manages them:

1. Own: These are those that are sent to the user's computer from a computer or domain managed by the editor itself and from which the user-requested service is provided.
2. Third parties: Are those that are sent to the user's computer from a machine or domain that is not managed by the editor himself, but by another entity which handles the data obtained from the cookies.

Depending on the length of time they remain active:
1. Session Cookies: They are a type of cookies designed to collect and store data while the user accesses a web page. They expire once the user leaves the website.
2. Persistent Cookies: A type of cookies in which the data remains stored on the computer and can be accessed and handled over a period of time defined by the party responsible for the cookie, and can range from a few minutes to a few years.

According to their purpose:
1. Technical Cookies: They allow the user to browse through the website and use of its various features and services.
2. Analysis Cookies: These allow for the quantification of the number of users and their connection time and thereby perform the measurement and statistical analysis of the use made of the services in order to improve the offer made to the users.
3. Advertising Cookies: These allow for the management of the advertising spaces.
4. Behavioural advertising Cookies: These cookies store information about the user's behaviour, which has been obtained through continued observation of their browsing habits.
5. Session Cookies: Session cookies allow users to be recognized on a website so that any changes you make, item selected or data you enter is remembered from one to another page.

How do you reject cookies?

At any time, you can prevent the installation of cookies on your computer using the appropriate option in your browser (help function), but in this case we cannot guarantee the correct operation of the various functions of the website.

Here you have the links for managing and blocking cookies depending on the browser you use:

FireFox: [http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we](http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we)
Chrome: [https://support.google.com/chrome/answer/95647?hl=es](https://support.google.com/chrome/answer/95647?hl=es)

You can also manage the storage of cookies from other tools such as:
Ghostery: [www.ghostery.com](http://www.ghostery.com)
Your online choices: [www.youronlinechoices.com/es](http://www.youronlinechoices.com/es)