

# Terms & Booking Conditions

Workation SxTech is operated by Sx tech EU I.G GmbH, Lohmühlenstraße 65, 12435 Berlin.

The attention of the program and travel participant is drawn to the conditions below which constitute the contract between the participant and Sx tech EU I.G GmbH. Prices are in Euro and are prepared as a full program accommodation per person in a shared room. No single room requests are possible. Breakfast is included.

SxTech.eu reserves the right to decline any person as a guest in the sole discretion of Sx tech EU I.G GmbH, should such a person's health or mental condition or physical infirmity or general deportment impede the operation of the trip or the rights or welfare or enjoyment of other program participants.

## *1. Booking and Payment*

Making a booking signifies your acceptance of the terms of Sx tech EU I.G GmbH, general waiver of liability. To make your booking you need to fill up the form available on [www.workation.sxtech.eu](http://www.workation.sxtech.eu). It is mandatory to send the interview by prior registration on the site [www.workation.sxtech.eu](http://www.workation.sxtech.eu).

Only after you have officially received the confirmation email with program acceptance can you proceed to a payment.

A 50% of the full price ticket payment for each person is required, which should be transferred to the bank account mentioned below immediately after the booking is made, as slot security. In case of cancellation of the trip by the participant, the deposit is not refundable.

Your payment of the total bill will act as final confirmation of your reservation. We strongly recommend you book your flight ticket as early as possible to ensure your place on the program.

Balance must be paid to Sx tech EU I.G GmbH, no later than 8 days after your booking was confirmed. In the event of failure to complete the payment on time, your reserved trip will become available for general sale and Sx tech EU I.G GmbH, reserves the right to sales to people awaiting on the reserve list as first.

It is your responsibility to check the payment dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in payment may result in cancellation of the booking Sx tech EU I.G GmbH.

If you are likely to be unable to make a payment on time you must contact Sx tech EU I.G GmbH, as soon as possible to request an extension to the relevant payment deadline. If such an extension is agreed upon, Sx tech EU I.G GmbH will provide written confirmation thereof.

Once the payment is made on time the booking is fixed and a binding contract exists between you and Sx tech EU I.G GmbH. All payments can be made by Bank transfer or other payment methods described on the website.

Bank Account: Sx Tech EU GmbH I.G  
IBAN: DE051 007 012 400349 03500  
SWIFT/BIC: DEUTDEDB10  
BANK NAME : Deutsche Bank

When you make the payment by the bank transfer you need to mention the guests name and travel date on the description part.

## 2. No Transfer of Tickets, Cancellation conditions and change of booking dates

Tickets cannot be transferred to any third party. Additionally, due to administrative efforts booking dates cannot be changed. In the event of cancellation of a trip the following shall apply:

- If 100% of the booking fee has been paid and the cancellation notice reaches Sx tech EU I.G GmbH, at least three weeks prior to departure, the participant shall receive a 50% refund.

- If the cancellation occurs less than three weeks prior to departure, there shall be no refund.

Your travel insurance policy may cover cancellation charges and charges due to the change of booking dates, please check your individual policy for details.

### 3. Refunds

Refunds will normally be made to the booking party. Sx tech EU I.G Gmbh can only be responsible for refunding amounts actually received. No refunds will be made to participants who do not arrive on time or after the date of the program. The purchase of travel insurance is recommended. Clause 5 remains unaffected.

### 4. Insurances (travel, health)

Sx tech EU I.G Gmbh does not sell or organise individual personal insurances. It is a condition of booking that participants do have sufficient health insurance which covers adventurous activities. It is highly recommended to have additional insurance cover such as travel, accident, cancellation, luggage and trip-interruption insurance.

### 5. Sequence of itinerary, trip cancellation, trip interruption

Sequence of destinations will not change. Sx tech EU I.G Gmbh reserves the right to cancel the whole or any part of a program at any time as a result of force majeure or for reasons outside Sx tech EU I.G Gmbh's control, including but not limited to the failure of any third party to perform and COVID-19 warnings and regulations.

Any related cancellation fees charged by a third party such as, but not limited to, airfares, other transportation fees, and accommodation are the responsibility of the participant. Sx tech EU I.G Gmbh may cancel any workshop program at any time for any reasons of force majeure.

During the program should the house sustain any breakdown in or be disabled by fire, grounding or collision disrupting the cruise itinerary for more than 48 hours, and if no substitute or arrangement is offered, participants will be entitled to a refund proportional to the program days not operated. No further claims shall be made against Sx tech EU I.G Gmbh.

## 6. Force Majeure

In these Terms & Booking Conditions “force majeure” means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of Sx tech EU I.G Gmbh (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, bad weather conditions, collision, grounding, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the crew’s control and not caused by organizer negligence). Pandemic restrictions due to COVID 19.

Sx tech EU I.G Gmbh shall not be made liable for any loss, damage or expense resulting from war or terrorist activities, threatened or actual, civil unrest, industrial action, weather conditions, fire, flood, drought, airport regulations and closure, unforeseen alterations to public transport schedules, rescheduling of aircraft, boats, or any type of transportation means or any other event outside Sx tech EU I.G Gmbh’s control which either delays or extends the trip arrangements. Sx tech EU I.G Gmbh shall not be held liable for any client who contravenes any law or regulation of any of the countries visited while on the tour.

## 7. Transfers

Sx tech EU I.G Gmbh does not provide or arrange land transportation in the specific schedule provided for each participant.

## 8. Not included in the Program Rates

Passport costs, immigration fees and immigration related costs, domestic and international airfare, photography fees payable at admission sites, excess baggage, forwarding of baggage and souvenirs, alcoholic beverages and all personal expenses are not included in the fees charged by Sx tech EU I.G Gmbh. Customary tips to the crew and guides, which are left to participants’ discretion, are also not included.

## 9. Travel Documents

Participants must be in possession of a valid passport (expiring no earlier than six months after completion of the trip) and should obtain visas and health certificates where required. All requirements should be confirmed with the

appropriate government consulate or information office prior to departure. It is the passenger's responsibility to obtain any visas, passports, health certificates or other travel documentation required.

Sx tech EU I.G Gmbh cannot provide assistance obtaining passports, visas, or other documents required to participate in the trip provided by Sx tech EU I.G Gmbh.

#### *10. Luggage and clothing*

It is advised to travel as lightly as possible so as not to restrict full room space. Sports or casual clothes are recommended. Comfortable walking shoes are suggested for hiking trips.

#### *11. Health requirements*

Due to safety reasons it is requested that health restrictions of any kind are made known to Sx tech EU I.G Gmbh at the time of reservation. Any special needs/requirements must be disclosed so that suitable arrangements can be made. Sx tech EU I.G Gmbh shall not be held liable if a participant's trip is impacted due to the participant's failure to inform Sx tech EU I.G Gmbh of any special needs/requirements.

In case of a medical condition, mobility problem or a disability, possibly affecting a participant's trip, Sx tech EU I.G Gmbh may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide full details of any such condition, problem or disability in writing at the time before booking.

Our accommodation is not suitable for participants with special needs or wheelchairs. There are no embarkation gang ways. Rooms and bathrooms and stair cases are not suitable for disabled participants and wheelchairs.

#### *12. Special Dietary Requirements*

Every attempt to meet special dietary requirements will be made provided that such a request is put to Sx tech EU I.G Gmbh in writing before the booked trip (at least three weeks).

13. Embark/Disembark

- Check-in at the accommodation starts on 26.07.2021 on your first day and will end at 9 pm.
- Check-out is at 9 am on the last day - 1.08.2021 after breakfast.

14. Accommodation rules

Instructions of the accommodation will be given to participants at the time of embarkation. Shared rooms have access to shared bathrooms, showers and toilets, portholes and a small wardrobe, kitchen and working area, outdoor area, grill station and pool.

15. Safety

There is sufficient safety equipment at the accommodation. These all meet international safety requirements. We provide sufficient opportunities to charge your electrical gadgets. Each room is provided with one face and body towel per person. These towels are for bath usage only and cannot be used for sunbathing. It is recommended to bring personal sunbathing towels.

16. Pets

Bringing pets is not permitted. Crew is required to maintain rigid cleanliness standards for all their guests and there is a potential of allergens from animals remaining.

17. Smoking

Smoking is allowed in specially designated outdoor places in the accommodation area. It's strictly forbidden to smoke indoors. Under threat of removal from the program without refund.

18. Photos and Marketing

The participant consents to Sx tech EU I.G Gmbh using images taken of the participants during the workshop tour for advertising and promotional purposes in any medium at Sx tech EU I.G Gmbh's sole discretion. The participants grant Sx tech EU I.G Gmbh a perpetual, royalty-free, worldwide irrevocable license to use such images for publicity and promotional purposes.

If a participant wishes not to be on camera/video this must be brought to the attention of Sx tech EU I.G Gmbh through an email to [info@sxtech.eu](mailto:info@sxtech.eu) before the commencement of the workshop's trip. This must include the name and contact details of the person who does not wish to be photographed or filmed along with booking reference and contact details.

#### 19. Internet

We are aware that reasonable internet access is an essential feature of our co-working experience and undertake sufficient efforts to provide internet connection. However, uninterrupted connection cannot be guaranteed at all times.

#### 20. Behaviour policy

If, while on the trip, a participant's behaviour poses a danger to themselves or other participants or members or crew, causes or is likely to cause damage to people or property, breaches any local law, or causes a public disturbance Sx tech EU I.G Gmbh shall have the right to cancel a booking without refund. In such cases, a participant may be asked to disembark at any port throughout the workshops.

There is a strict no drugs policy during the whole tour and misuse of drugs will be reported to local authorities.

Responsible drinking habits are expected of all participants and Sx tech EU I.G Gmbh reserves the right to limit personal alcohol consumption.

#### 21. COVID policy

Entry requirements and border controls are in place around the world to contain the spread of the Covid-19 virus. Participants traveling to Gran Canaria from abroad are required to check the travel advisories for all destinations in their itinerary to ensure that they meet the latest requirements to enter Spain. For all the covid tests required by local authorities, costs are covered by participants.

Entry requirements may change at short notice and guests are advised to check the latest travel advisory issued by the relevant local authorities before their trip.

## 22. Complaints

Sx tech EU I.G Gmbh welcomes all your suggestions for improvements as well as your feedback on our workation operation and our crew. If you are unhappy with the performance or any element of a booking made through Sx tech EU I.G Gmbh this should be made known to a member of Sx tech EU I.G Gmbh's staff at the earliest possible time.

We will then attempt to find an appropriate solution. Please allow us the opportunity to solve the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a member of staff. Failure to register a complaint at an early point in time is likely to affect your right to compensation. In terms of any complaints during the trip please note that they must be communicated to Sx tech EU I.G Gmbh immediately and while on the workshop.

## 23. Responsibilities

- Sx tech EU I.G Gmbh is responsible for making all the arrangements specified in the services and itineraries.
- Sx tech EU I.G Gmbh's liability and responsibility does not extend beyond the accommodation; any arrangements made by or for participants either before or when disembarking are at their own risk.
- Sx tech EU I.G Gmbh does not own or control any ground transportation or hotels
- Sx tech EU I.G Gmbh will not be liable where any damage was caused due to
  - (a) the acts and/or omissions of the person(s) affected;
  - (b) the acts and/or omissions of a third party not connected with the provision of the holiday and which were unforeseeable or unavoidable;
  - (c) unusual and unforeseeable circumstances beyond Sx tech EU I.G Gmbh, control, the consequences of which could not have been avoided even if all due care had been exercised;
  - or (d) an unusual event which either Sx tech EU I.G Gmbh, or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.



24. Final Provisions

If single provisions of these Terms and Booking Conditions should be deemed unlawful, void or unenforceable it shall be deemed severable from these Terms and Booking Conditions and shall not affect the validity and enforceability of the remaining provisions. The parties agree to replace any invalid provisions with such which approximates to the closest intended purpose of the invalidated provision in regard to spirit and purpose. In the case of gaps, the parties shall agree in accordance with the spirit and purpose of the standard Terms and Booking Conditions.

Changes or additions to these Terms and Booking Conditions shall be effective only if made in writing. The same shall apply for any waivers for written-form requirements. Verbal agreements shall be deemed invalid.

25. Enforcement

No failure or delay by Sx tech EU I.G GmbH in enforcing these terms shall prevent Sx tech EU I.G GmbH enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

26. Assignment

Rights or obligations under these Terms and Conditions may not be transferred without prior written consent by Sx tech EU I.G GmbH.