



SURF AND SWIM SCHOOL LTD
SURF COTTAGES
WESTWARD HO!
EX39 1LH

Phone: 01237 720130

Email: INFO@SURFANDSWIMSCHOOL.COM

Website: WWW.SURFANDSWIMSCHOOL.COM

Comp. Reg. No: 11414752

TERMS AND CONDITIONS – SURF LESSONS

Please read carefully and let us know if you or your group have any questions relating to these terms and conditions.

The Booking

Your contract is with SURF AND SWIM SCHOOL LTD (hereinafter called 'we or us'). These booking conditions together with the details in our brochure form the basis of your contract with us. When booking a course, a contract is made when we confirm the booking in writing. The person making the booking and signing the booking form (hereinafter called 'you' or 'the client') accepts responsibility for payment for everyone listed on the booking. You are also responsible for ensuring that all other persons listed on the booking form read these booking conditions and are fully aware of the booking conditions and course details and requirements. All participants must complete the attached declaration before they will be allowed to take part in any surf lessons. Surf and Swim School do not accept any liability for any loss caused by failure to complete the declaration.

Payment

A deposit of £20 per person is payable at the time of booking. The balance is due four weeks before the course start date. If you book less than four weeks before course start date, the full balance must be paid at the time of booking. Final reminders are not sent and if the balance is not paid prior to the course we reserve the right to re-allocate or cancel the booking. We will always attempt to contact you prior to taking this action.

Changing your booking

We will make every effort to arrange any change of date you request after the booking has been confirmed, providing it is no more than 7 days before the course start date. Any changes are subject to availability of course places and we charge an administration fee of £5 per person for changing the date.

Cancellations

If any named person or you on the booking form need to cancel the booking once it has been confirmed, we must be notified in writing by post or e-mail. The date on which written notification is received will determine the level of cancellation charges applicable. Charges will be levied at the following percentages of total course cost:

Period before course start date we are notified

Percentage of cost payable

30 days or more Deposit only

15 to 29 days 50% of total cost

7 to 14 days 75% of total cost

7 days or less 100% of total cost



Please note that your travel insurance may provide a full refund if the reason for your cancellation falls within the terms of your policy and we therefore recommend that clients take out a suitable insurance policy prior to booking a course with us.

Course participation, Liability and Other Important Information

The activity of surfing carries with it a degree of risk both to people and property, even if enjoyed under proper supervision by qualified instructors. It is also a strenuous activity that requires those taking part to have a reasonable standard of swimming and fitness. You must therefore make us aware of any medical conditions, illnesses or allergies you have and any prescribed medication you are taking on the booking form at the time of booking and to your surf instructor prior to the course start. For course participants under 18 years old it is the responsibility of the parent or guardian to inform us of any medical conditions. You should not participate in any surfing course if you are suffering from a heart condition or any other injury / illness which may affect your physical ability or if you are pregnant. You must be able to swim at least 25 metres and must in no circumstances be under the influence of any alcohol or illegal drugs. Also, you must not be under the influence of medication which may adversely affect your physical abilities. You must agree to abide to all instructions and decisions that Surf and Swim School and our instructors make in order to secure the safety and comfort of all participants. You will have the use of Surf and Swim School equipment during your lessons. Whereas we take all reasonable measures to ensure the safety and good condition of that equipment, you are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in your possession. Surf and Swim School does not seek to limit or exclude any liability for personal injury or loss of life to participants which may occur as a result of its own negligence or that of our employees. However, Surf and Swim School assumes no liability in respect of any personal injury loss, damage, consequential loss or third party claims which occur through no fault of our own or caused by the negligence of you or one of the participants in your group.

Age restrictions

For safety reasons we are unable to take children under eight years of age on our group lessons. We are happy to accept under eights on our one to one coaching courses or in a private family lesson with siblings.

Surf Conditions

In the rare event that Surf and Swim School or our employees consider the sea, beach or weather conditions to be unsuitable for surf instruction, we will provide a credit voucher for any lessons cancelled by us. Credit vouchers for any lessons can be used within one year from the date of the cancelled lesson. Any lessons owed are subject to availability and must be booked at least 7 days in advance. We require a new booking form to be completed for credited lessons. All credit vouchers are non-transferable.



Accommodation

Surf and Swim School's guide to places to stay is intended only as a guide to assist booking accommodation. We assume no responsibility for booking any accommodation and cannot be held responsible for any aspect of or problems arising from course members' accommodation arrangements.

Website accuracy

Whilst every effort is made to ensure the accuracy of Surf and Swim School's website and promotional material, it is intended only as a guide to the services it provides. We are relieved of any liability due to any errors or omissions it may contain, or any minor discrepancies between the website's content and that service.

Images

The registration form completed prior to booking contains a consent to use images taken during your lesson or course. If you consent, any likeness or image of you secured or taken on any of our courses or lessons may be used by us without charge in all media for genuine promotional or marketing purposes. This includes promotional materials of any kind, such as brochures, leaflets, videos and the internet. If you would prefer not to be used in any promotional materials please tick the 'do not consent' box on the registration form. If you wish to withdraw your consent after booking please inform us in writing prior to your course.

Prices

The prices listed on our website are correct at the time of publication. Although every effort is made to ensure prices are accurate at the time of publication, price fluctuations can occur due to circumstances outside of our control. Any changes will be made clear at the time of booking.

Data Protection

We occasionally send out e-mails to keep our customers informed of Surf and Swim School news. We send out no more than 4 a year but if you would prefer not to receive our mailings please let us know. Under no circumstances will we pass on your information to a third party.

Law and Jurisdiction

These conditions form a contract between us which will be construed in accordance with English Law and it is agreed between us that each will submit to the jurisdiction of the English Courts.