

**The North Devon Surf School Terms & Conditions** – Please ensure you and all course participants have read and understood these terms and condition, if you have any questions, please contact us for clarification.

**The Booking** – Your contract is with The North Devon Surf School (hereinafter called ‘we’ or ‘us’). These booking conditions form the basis of your contract with us. When booking a course / lesson, a contract is made when we received full or part payment. The person (hereinafter called ‘you’ or ‘the client’) accepts full responsibility for payment on behalf of everyone within your booking. You are also responsible for ensuring that all persons within your booking have read and understood these terms and conditions.

**Payments & Discounts** – Full payment is due at the time of booking excluding large groups whom must make a non refundable deposit of £10 per person at the time of booking and all balances are due four weeks before the course / lesson start date. If you book less than four weeks before the start date, then the full payment must be made at the time of booking. We will contact you as a final reminder four weeks prior to the start date, and if the balance is not received within seven days we reserve the right to re allocate / cancel the place.

Discounts are available for groups of 10 or more people – please contact us for details.

**Changing your Booking** – We will make every effort to accommodate changes to your booking, however if within 7 days of your course/lesson start date, it is often very difficult to re-arrange and we reserve the right to charge a small administration fee of £5 per person. Any change is subject to the availability of course / lesson places. If you or anyone in your group cannot take part on a course you may transfer the booking to another person, however you must inform us of the new person’s name and contact details. We will charge an administration fee of £5 per person for making such changes. Changes within 24 hours of the start time are not permitted.

**Cancellations** – All deposits are non refundable and will not be refunded under any circumstances. Should you or anyone else within your booking need to cancel a lesson(s) once it has been paid for in full (and over 7 days from the start date), then we will deduct a 20% administration fee to cover our costs / time and refund the remaining 80%. If you cancel a lesson(s) at short notice (less than 7 days but more than 48 hours), then we shall issue you a credit note valid for 12 months to enable you to reschedule at another time. Cancellations within 24 hours from the start time of your lesson(s) are not permitted and the lesson shall be forfeited and no monies or credit notes issued.

**Course Participation and Liability** – The activities of surfing, body boarding and paddle boarding all carry degrees of risk both to people and property, even if enjoyed under proper supervision. These activities require those taking part to have a reasonable level of swimming ability (50 metres minimum) and a reasonable level of fitness. You must make us aware of any medical conditions, illnesses, disabilities or allergies you have and of any medication you are taking at the time of booking. For course participants under the age of 18, it is the responsibility of the parent or guardian to inform us of this

information. You should not participate in any of the above activities if you have a heart condition, are pregnant, under the influence of illegal drugs or alcohol or prescribed medicines or any other injury or illness which may affect your physical ability. You must agree to abide by all instructions and decisions that we make in order to secure a safe learning environment for participants. We provide all equipment required for your course / lesson and we take all reasonable measures to ensure the safety and good condition of this equipment during your possession. We do not seek to limit or exclude any liability for personal injury or loss of life to participants which may occur as a result of negligence. However, we assume no liability in respect of personal injury, loss, damage, consequential loss or third party claims which occur through no fault of our own or caused by negligence of you or one of your group.

**Age Restrictions** – There is an age limit of 8 years of age and we cannot permit anyone this age to take part within a group lesson.

However, we can offer private coaching for younger children, providing a parent or guardian is with the child throughout the whole lesson.

**Under 16's** – All children aged 16 or under must have a parent or guardian close by for the duration of the course / lesson. They may be participating in the lesson, waiting on the beach or at the surf school. We reserve the right to refuse tuition if no visible arrangements have been made. We take no responsibility for any course / lesson participant outside of tuition times.

**Surf Conditions** – In the rare event that we consider the surf or weather conditions to be unsuitable for surf instruction, we will issue a credit note for any lessons we cancel. Credit notes are valid for 12 months. Credit notes are non transferable.

**Accuracy** – Whilst every effort is made to ensure the accuracy of our information – we are relieved of any liability due to any errors, omissions or minor discrepancies between any of the above content and the service provided.

**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.