

TERMS AND CONDITIONS: Please read the following (overleaf), if you have any queries relating to the terms and conditions let us know.

BOOKING: Your contract is with Woolacombe Surf Centre (hereinafter called 'we or us'). These booking conditions together with the details in our leaflets form the basis of your contract with us. When booking a course, a contract is made when we confirm the booking. 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. Woolacombe Surf Centre do not accept any liability for any loss caused by failure to complete the declaration.

PAYMENT: a minimum deposit of £20 per person is payable at the time of booking. The balance is due two weeks before the course start date. If you book less than two weeks before departure, the full balance must be paid at the time of booking. Final reminders will not be sent and if the balance is not received by the payment date detailed on the confirmation receipt we reserve the right to re-allocate/cancel the place.

CHANGING YOUR BOOKING: We will make every effort to arrange any changes you request after the booking has been confirmed, providing it is more than 14 days before the course start date. If we receive notification less than 14 days before the course start date an administration charge equivalent to the deposit of £10 per person will be incurred. Any changes are subject to availability of course places. If you or anyone in your group is prevented from taking part on a course you may transfer the booking to another person who is known to you. To accept this change of booking you must inform us of the new person's name and ensure a completed booking form is signed and returned to us by the new person.

CANCELLATIONS: Should you and any named person on the booking form need to cancel your booking once it has been confirmed, we must be notified in writing by the person making the booking. Two weeks' notice is required for a full refund less a £10 admin fee per booking. Cancellations with less than two weeks' notice will not be entitled to a refund.

PARTICIPATION LIABILITY AND OTHER: 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 50 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 Woolacombe Surf Centre and our instructors make in order to secure the safety and comfort of all participants. You will have the use of Woolacombe Surf Centre 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. Woolacombe Surf Centre 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, Woolacombe Surf Centre 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.

AGES RESTRICTIONS: Governmental recommendations for outdoor activities and Surfing England regulations that state that children under 8 years old are not permitted to take part on group surfing courses. Children aged 7 or under may partake in a surf lesson with Woolacombe Surf Centre if said session and it is on a private lesson/ course.

SURF CONDITIONS: In the event that Woolacombe Surf Centre or our employees consider the sea, beach or weather conditions to be unsuitable for surf instruction, we will give a credit voucher for any lessons cancelled by us or offer an alternative activity such as kayaking (see big seas/ flat water policy statement upon request) or offer a full refund. Credit vouchers for any lessons can be used within one year from the date of the missed lesson. Any lessons owed are subject to availability and must be booked up to 14 days in advance. We require a new booking form to be completed for credited lessons and all credit vouchers are non-transferable.

PROMOTIONAL LITERATURE: Whilst every effort is made to ensure the accuracy of Woolacombe Surf Centre brochure and website, 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 brochure or website's content and that service.

IMAGES: Any likeness or image of you secured or taken on any of our courses or holidays may be used by us without charge in all media for genuine promotional or marketing purposes. We upload lesson photos onto Facebook for your enjoyment, if you would prefer your photos not to be used in any promotional materials, please inform us in writing.

PRICES: The prices printed in the brochure and website are valid at the time of publication in February 2024. Although every effort is made to ensure prices are accurate at the time of going to press, price fluctuations due to circumstances outside our control can occur. Any changes will be made clear at the time of booking.

NVBLQ courses- WSC reserves the right to cancel any course booked before the start date, in this instance we will offer an alternative course date or a full refund for the course booked, upon booking you are agreeing that you understand the course pre requisite requirements listed on our website and included on your booking form.

GDPR: our GDPR policy is available upon request, by signing this booking form you are agreeing to the policy conditions therewith.

LAW AND JURISTITION: 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.