

## The North Devon Surf School Terms & Conditions

(Reviewed January 2020)

*Ok, yes it's complicated so we thought that we would add the simple / human version in blue under each point.*

**1. The Booking** - The North Devon Surf School is the trading name of WBAS Ltd. (hereinafter called "we or us"). All bookings form the basis of your contract with us. When booking a lesson or lessons a contract is made when we receive either full or part payment. The person making the booking is accepting full responsibility for all persons who form part of that booking and for the full payment. It is your responsibility to ensure all participants have read and understood these terms and conditions.

*So what this means is you know who we are and we know who your group leader is. Simply because if you are a larger group or family you need that one person to take charge or it becomes an admin and logistics nightmare!*

**2. Payments** - All lessons need to be paid in full 4 weeks before they take place. If booking in advance (advised) then you can book your lessons with a £50 non-refundable deposit. If the value of the lessons is less than £50 then you need to pay in full at the time of booking. If you have paid a deposit we will contact you for the balance 4 weeks prior to your lesson start date.

*So lots of previous customers book a long way in advance to ensure they get the dates, times and the instructors they prefer. The simple £50 deposit system then gives everyone peace of mind that the job is done.*

**3. Changing a booking** – We will make every effort to accommodate changes to your lesson date or time but this is subject to availability, tides and many other factors. If unable to agree a suitable alternative date then a credit note will be issued. No refunds will be issued.

*So changing a booking happens and in 99% of situations we can work something out to suit you. But sometimes be it tide, availability etc. It just isn't possible and in that case you will be issued a credit note. Refunds don't happen because instructors are paid in advance for lessons and you can't take the money back off them, that's just mean!*

**4. Cancelling a booking** – All deposits are non-refundable. Cancelling a lesson up to 14 days from the start date will see a full refund minus the £50 non-refundable deposit. If you paid in full within the 4 week pre-lesson period a proportion of your payment was the £50 deposit and this will not be refunded. However a credit note for the full amount can be issued so you can re-book your lessons another time. If cancelling a booking less than 14 days and up to 24 hours from the start date then a credit note will be issued for the full amount, no refund will be given. If cancelling less than 24 hours prior to the start of your lesson then no refund will be given and no credit note issued.

*It's always a tough one and travel insurance does cover pretty much everything if you have it. But again instructors are paid in advance, lessons get fully booked a long way ahead and quite often we are turning people away at peak times, so you can see how last minute cancellation on a small seasonal business could be ruinous in peak season. Credit notes are the fairest way to ensure nobody loses out (all explained below).*

**5. Credit notes / Gift Vouchers** - All credit notes and vouchers are valid for 12 months from the time of issue. All you need to do is call or email to check availability and your name / details will come up on our system and then we can book your lesson(s). They cannot be exchanged for goods, refunded or extended.

*So they are pretty straight forward to use, just call or email to book. They can't be exchanged for shop goods or cash as it's super complicated for the bookkeeper, VAT etc. They can't be extended as it's an admin nightmare to have people using them from years before, especially if their contact details have changed, we have to keep it fair and workable.*

**6. Lesson Participants and Liability** - The activity of surfing, paddleboarding (S.U.P) and bodyboarding all carry a degree of risk, even if enjoyed under professional supervision. These activities require the participants to have a reasonable level of fitness and swimming ability. It is the responsibility of the person making the booking to ensure all members of their booking have a suitable level of fitness / health to undertake the activities booked. It is also the responsibility of the person making the booking to ensure at the time of booking that all medical conditions, medication, allergies and disabilities are disclosed to our bookings staff. Failure to disclose any of this information at the time of booking can lead to the participant being removed from the lesson with no refund.

*So, in general all these activities are deemed as low risk by all governing bodies, but like everything in life sometimes things don't go to plan. All staff are trained to the highest levels and the surf school has the highest UK safety rating possible. We need to know about meds, disabilities, health conditions etc. because it does make a difference to lesson safety. For example if someone is asthmatic or diabetic, it doesn't mean they can't be in the lesson at all, but it does mean we can cater for their needs and carry their meds.*

**7. Lesson Restrictions** - Group lessons have a lower age limit of 8 and no upper limit. If a child is under the age of 8 they can have a surfing lesson but on a private lesson basis. An exception can be made by the head coach to include a younger person in a group lesson but this decision is made on an individual basis and is totally at the head coaches' discretion before the booking is made. Some medical conditions can prevent you from safely being a group member in a group lesson, but you may be able to participate in a private lesson, this is the importance in divulging all information at the time of booking to ensure your safety and the group's safety.

*So, lower age limits generally mean under 8's have private lessons because they need extra assistance changing into wetsuits or carrying equipment and extra assistance in the water. But some big, competent, younger children who have previous surfing experience may be suitable to join a group lesson. Medical information that makes a difference for example is pregnancy or heart conditions etc. But again it's all decided on an individual basis by the head coach, so don't book it and hope, tell us and let's book you the best lesson for you.*

**8. Lesson Content** - All lessons are planned in advance and based on the information we are given at the time of booking. A lesson will always consist of a beach safety talk, beach tuition, followed by supervised activity in the surf. Lesson content and timings will vary based on the conditions, level of the group and the coach's decision. The maximum duration of a lesson is 2 hours, the minimum is 1 ½ hours. All coach's aim for the maximum lesson time possible, however if this time is reduced slightly but above the 1 ½ hour lesson time then this is deemed as a normal lesson. If a lesson is under the 1 ½ hours minimum time then a credit note will be issued for the remaining time to be added to another lesson which is paid in full.

*So let's say your lesson starts off in the sunshine, but half way through it begins to rain and get colder. The coach will always judge the general condition of the lesson as a fluid process, so if after 1 ½ hours its low tide, the wind is increasing and the group looks cold, then the coach will end their session at that point, because it is the right thing to do for everyone. Next day is sunny and warm then it will be 2 hours. But it's all to make sure you are enjoying it!*

**9. Late arrival** – All lesson participants must arrive a minimum of 20 minutes before their lesson start time. This ensures everyone is changed and ready to start on time. If you or a group member feels they will need more time then please arrive earlier so you do not hold up the lesson. If your lesson has left the surf school when you arrive due to lateness, then subject to a spare member of staff being available we will walk you down to your lesson when changed. If the lesson has entered the water you cannot join the lesson. In this event we will book you onto the next available lesson, which subject to availability may or may not be on the same day. No refund or credit note will be issued for late arrivals.

*Ok always tricky, so if it is a private lesson then we do have a little more flexibility on arrival times – but not finish times. However with a mixed group it is unfair to make the group members who arrived on time miss part of their lesson waiting for late arrivals, hence we always run on time. If you are running late and we can catch the group up, and we have a spare team member to escort you, then we will, but we cannot legally allow anyone to wander down unaccompanied to the lesson. Who would know if you didn't make it? If we get you there and the lesson is in the water then there is nothing we can do, you cannot join the lesson. It is a requirement for everyone to be briefed on safety, conditions, and weather factors before entering the sea. The coach cannot abandon the rest of the lesson group while they brief you, the coach would need to get the group out of the water and make them go through it again, and that's unfair on them as they are now missing out on their lesson time. Simple answer if you are running late call us, and then we can make a plan or re-book your lesson for a later time.*

**10. Surf & Weather Conditions** - In the event the head coach has deemed the surf or weather conditions unsuitable then we will give you as much notice as possible as to the cancellation of your lesson. We will leave a voicemail and send an email if we cannot speak to you in person. This is deemed as notice given as we cannot be held responsible if you have no signal or do not check your messages. Most of the time a lesson can be rescheduled for earlier or later in the same day to obtain better / safer conditions. If you choose not to attend the rescheduled time then we will issue you a credit note. If we cannot reschedule within a 24 hour period then we will offer you a credit note or a full refund.

*Ok, it's complicated as a broad subject. Firstly 99.8% of lessons go ahead on schedule as booked. The exceptions can be for various reasons such as high winds, big surf, small surf or a combination. But ... and this is the important bit, if we reschedule it is for your benefit. We are lucky enough to have an ISA Level 4 Head Coach (less than a handful in the U.K). This means your lessons are overseen by the best there is, and if he has decided it is too windy, then it's too windy end of matter. So sometimes visitors, non-surfers, cannot see or understand why a lesson is rescheduled, but trust us please, it is always for your benefit and based on years of professional training and experience.*