

NORTH DEVON SURF SCHOOL TERMS & CONDITIONS - Please ensure you / all course participants have read and understood these terms and conditions, if you have any questions then please call us for clarification.

The Booking

Your contract is with The North Devon Surf School (hereinafter called 'we' or 'us'). These booking conditions together with the details in our information pack form the basis of your contract with us. When booking a course / lesson, 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 on behalf of everyone listed on the form. You are also responsible for ensuring that all persons listed on the booking form have read and understood these booking terms and conditions. All participants must complete the attached declaration before taking part in any surfing lesson. The North Devon Surf School does not accept any liability for any loss caused by failure to complete the declaration.

Payments & Discounts

A deposit of £10 per person is required at the time of booking. The balance is due four weeks before the course / lesson start date. If you book less than four weeks before the start date, then the full amount must be paid at the time of booking. We will contact you as a final reminder four weeks prior to the start date, if the balance is not received within seven days we reserve the right to re-allocate / cancel the place. If you are using family or group discount then all participants must be paid for in full at the time of booking. The discount rate is 10% for groups of 9 or more.

Changing your booking

We will make every effort to accommodate changes to your booking, however if within twenty one 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 ensure a completed booking form is signed and returned to us prior to the course / lesson start date. We will charge an administration fee of £5 to cover the costs of making these changes.

Cancellations

Should you or any named person on the booking form need to cancel a course / lesson once it has been confirmed, then we must be notified in writing by the person making the booking. On the date we receive this notification we will try to re-book the place, if we are successful we will make a full refund minus the deposit of £10 per person. If we are unsuccessful in re-booking your course / lesson due to short notice (14 days or less to the start date), then we shall issue you with a credit note valid for up to twelve months. Please note that your travel insurance may provide a full refund, and we recommend that all clients have a suitable insurance policy prior to booking.

Course participation and liability

The activity of surfing carries with it a degree of risk both to people and property, even if enjoyed under proper supervision. Surfing is an activity that requires 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 on the booking form at the time of booking. For course participants under 18 years old it is the responsibility of the parent or guardian to inform us of this information. You should not participate in any surfing course if you are suffering from a heart condition or any other injury or illness which may affect your physical ability. You must not take part if you are pregnant. You must not be under the influence of any alcohol or illegal drugs. You must not be under the influence of any medication which may affect your physical abilities. You must agree to abide by all instructions and decisions that we make in order to secure a safe learning environment for all 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, however, you are responsible for reporting any damage caused to the 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 the negligence of you or one of your group.

Age Restrictions

There is an age limit of eight years of age and we cannot permit anyone under this age to take part within a group lesson. However, we can offer private coaching, providing a parent or guardian is with the child throughout the whole lesson.

Under 16's

All children aged sixteen or under must have a parent or guardian close by for the duration of the course / lesson. A parent or guardian may be participating in the lesson, waiting on the beach or waiting in the car-park. 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 voucher for any lessons we cancel. Credit vouchers are valid for twelve months. To use your credit voucher you must book your course / lesson and complete a new booking form, enclosing your voucher. Vouchers are non-transferable, but can be used in part payment for future courses / lessons.

Accuracy

Whilst every effort is made to ensure the accuracy of our information pack it is intended only as a guide to the services we provide. We are relieved of any liability due to any errors, omissions or minor discrepancies between the content and the service.

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.