

Discovery Surf School Terms and Conditions Policy

Amended 14th April 2011

1: Intro:

Discovery Surf School provides surf coaching and surf safety service; in the form of a lesson or course, equipment hire is included in the price of the lesson.

Lessons can be purchased as a Gift Voucher. Surf related merchandise can also be purchased. Equipment hire is also available.

2: Contact:

Martin Connolly, Discovery Surf School, 1 Folly Hill, Bigbury on-Sea. Kingsbridge, TQ7 4AR

Tel 07813 639 622

Email, martin@discoverysurf.com

3: Terms and Conditions, including prices and tariffs

Services/prices: www.discoverysurf.com/pricesummary

Each lesson is approximately 2 hours, dependant on weather, surf and pupils. All equipment is included with lesson. Group lesson; maximum 1 coach to 6 to pupils (in water ratio). (School groups 1 to 8). Check website for current prices

The prices on website/flyers are valid at the time of publication. Discovery Surf School reserves the right to increase or reduce any of these prices any time after publication. Any changes will be made clear at the time of booking.

The Booking

When booking a course, a contract is made when the booking is confirmed either in phone call, text or email by Discovery Surf School. In the case of late telephone bookings, when written confirmation is not possible in time then the agreement is a verbal contract.

Payment of the full amount of course fee is due at the time of booking.

This can be with Cash, Cheque, or Credit/ Debit card.

The person making the booking accepts responsibility for payment for everyone on the booking and is responsible for ensuring that all other persons on the booking read the Terms and Conditions below and that they are aware of the booking details.

All participants must complete the surf schools' enrolment form / declaration before they will be allowed to take part in any surf lessons. Parents or guardians must sign for participants who are under 18 years of age. In certain groups where applicable a group leader/ Guardian can sign. ie .Schools a teacher can sign on behalf of the group. Discovery Surf School does not accept any liability for any loss caused by failure to complete the declaration/ enrolment form.

Bookings for surfable (Autistic and disabled) sessions; form must be completed prior to lesson.

Changing your booking

Discovery Surf School will make every effort to arrange any changes requested after the booking has been confirmed. Any changes are subject to availability of course dates, places, and/or Instructor availability.

In the case where your group size drops in numbers from the original booking we must receive notification of this in due time and in writing/email/phone.

If the changes are less than 21 days prior to the lesson you will be responsible for paying the full balance on the original booking. In exceptional and extenuating circumstances we may waiver the above. i.e bereavement, serious illness. Etc.

Cancellations

All cancellations must be sent in writing / email wherever possible and will be effective on the date which they are received by Discovery Surf School. Cancellation charges are payable as follows:

Over 21 days before lesson date: 15% of total cost payable

Less than 21 days before lesson date: 100% of total cost payable

Gift vouchers are non-refundable but can be transferred to different recipients, they are valid for 1 year from date of purchase.

Course Participation

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. All course members must therefore make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking on the booking form at the time of booking. No-one should participate if they have a medical condition, for example being pregnant. It is down to the participant with a medical condition to check with his or hers Doctor to find out if surfing/surf fitness is within the customers physical and/or mental parameters.

All course members must be able to swim at least 50m and must in no circumstances be under the influence of any alcohol, drugs or medication at the time of the lesson which may adversely affect their physical abilities. Non or weak swimmers must have one to one tuition with lifejacket for non swimmers. All course members must agree to abide to all instructions and decisions that Discovery Surf School and its instructors make in order to secure the safety and comfort of all participants. Course members will have the use of Discovery Surf School equipment during their lessons. Whereas Discovery Surf School takes all reasonable measures to ensure the safety and good condition of that equipment, course members are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. Discovery Surf School does not seek to limit or exclude any liability for personal injury or loss of life which may occur as a result of its own negligence or that of its employees, however, Discovery Surf School assumes no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own or its employees. All other liability or conditions implied by law are excluded to the fullest extent possible.

Surf conditions

In the rare event that Discovery Surf School considers sea conditions to be unsuitable for surf instruction, then we have a 3 options policy:

1. Your lesson will be re-arranged for an alternative date / time.
2. A credit voucher will be issued. Credit for any lessons owed can be used within one year from the date of the cancelled lesson. Any lessons owed must be booked in advance and are subject to availability.
3. A full refund will be given if options 1& 2 are not feasible.

For school groups the above applies if it's unsuitable to run a surf lesson due to unsafe sea conditions. If sea conditions are safe but there is no surf; school groups will instead take part in flat day activities – e.g lifeguard training. Other pupils have a choice of 1,2 or 3 above or flat day activities.

Accommodation

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

4) Customer Service

If you have cause to complain about the service then please make aware any complaints to Martin Connolly, Discovery Surf School. Phone, write or email. Contact details above.