

## **Booking Terms and Conditions including Refund Policy (updated March 2022)**

(applicable to surf lesson bookings only. Please refer to the published "Surf & Stay" T&Cs on our website, which relate to the "Surf & Stay" package, or other Terms and Conditions relating to other packages and special offers )

By booking surfing lessons, and participating in surfing lessons, you agree to the following Terms and Conditions:

### **Payment**

- When booking surf lessons via the website, full payment is required by Escape Surf School at time of booking
- Lessons booked by other means (phone, walk in) are subject to the following terms: full payment at time of booking
- Other terms may be applicable for larger groups, but these will be discussed with the client at time of booking. In all cases, full payment for all bookings will be required 2 weeks before lesson, unless agreed otherwise (in writing) with Escape Surf School staff.
- The prices printed on the website or on other media are valid at the time of publication. Escape Surf School reserve the right to increase or reduce any of the prices any time after publication. Any changes will be made clear at the time of booking.

### **Changes to Lesson Time & Cancellation**

- Lesson times are occasionally subject to change depending upon tides and sea conditions, any changes will be notified in advance via email, phone or text message.
- Should the Escape Surf School have to cancel a surf lesson, due to adverse weather, beach closure or flat conditions, then an alternative time / session will be offered. If this is not suitable, then the Escape Surf School will offer a voucher credit or a full refund to the Client of any monies paid for surf lessons. Please refer to the Flat & Extreme Condition Policy below

### **Eligibility For Surf Lessons**

- An indemnity / registration form must be filled in and completed prior to arrival at the Surf School before a person can participate, this will be emailed to the client prior to the lesson. Escape Surf School do not accept any liability for loss caused by failure to complete the indemnity / registration form.
- Participants in surf lessons must be at least 8 years old and be able to swim at least 50 metres. Due to the physicality of the activity, all children aged between 8 & 12 should be accompanied by a parent / guardian, either on the surf lesson or joining them in the water. If the parent / guardian is not joining the surf lesson, then we can provide a wetsuit so they can enter the water with the children.
- Escape Surf School management withhold the right to refuse participation in Surf lessons, due to and not limited to: abusive & unreasonable behaviour, alcohol or drug influence, injury or health reasons.
- Escape Surf School assume no liability in respect of personal injury, loss, damage or third party claims which occur through no fault of their own or their instructors and cannot accept responsibility for any of the reasons cited above that a person may incur whilst participating in any of the activities unless Escape Surf School can be proven negligent.

## Cancellation & Refund Policy

- Please notify us at least 14 days in advance of any changes to number of guests. We cannot guarantee that extra guests can be accommodated, unless pre-booked.
- Any cancellations or changes to your booking must be made in writing and will only be accepted from the date they are received. Please refer to the published cancellation policy for "SURF & STAY" bookings and other package and special offers. Refunds for lesson cancellations are as follows:
  - 28 days or more to lesson date = full refund (via original payment method) minus £5 Booking Fee
  - 14-27 days or more to lesson date = 50% refund, minus £5 Booking Fee
  - 0-13 days to lesson date = no refund
- Escape Surf School will not offer refunds to customers wishing to cancel surf lessons from 13 days to lesson date. The Manager reserves the rights to affect this policy based upon unique circumstances (for example, we may offer an alternative date) however the Manager's decision is final, based upon the terms above.
- Escape Surf School reserve the right to cancel or change course dates subject to notification of those persons booked on to course.

## Agreement to Terms

- By taking part in surf lessons supplied by Escape Surf School I agree to the following:
  - I accept that I participate at my own risk and I confirm that I have my own insurance to cover any such injury, loss or damage or have chosen not to take out such insurance even though I understand that this is my responsibility.
  - I have declared any medical conditions (e.g. asthma, epilepsy etc.) or any other special needs that may affect mine or others' safety whilst participating and accept Escape Surf School do not accept any responsibility for any conditions not disclosed.
  - I will not be permitted to consume alcohol or drugs prior to or during the surf lessons. Staff reserve the right to refuse participation to anyone considered to be under the influence of alcohol or drugs.
  - I agree to allow Escape Surf School to use photographs, of the surf lessons, taken by them or any nominated third party, for their promotional purposes.
  - I agree to abide by all decisions and adhere to all instructions that Escape Surf School staff and instructors make whilst under their supervision
  - Escape Surf School staff may require any participant to leave the surf lesson without compensation if that person acts in such a manner as to endanger him/herself or any other user or staff member.
  - Permission is given for participant's contact details to be entered into the Escape Surf School database and held in accordance with the Data Protection Act 1998. This information will not be forwarded to third parties

## Flat and Extreme Conditions Policy

- At the Escape Surf School we endeavour to give all our students a first class surfing experience, however due to external factors we occasionally have to assess whether the conditions are suitable to run a surfing lesson. We will always seek the advice of the RNLI Lifeguards (if available) when deciding to cancel a lesson.

### Flat Conditions

Should the conditions at Towan beach be such that it is too small to operate a lesson, then the conditions will be assessed at Fistral Beach. If this is also too small, then the Refund & Cancellation Policy (due to flat or extreme conditions) below will be applied

- The size of the waves will be judged by the Head or Senior Coach, and he/she will decide whether the size is suitable for a lesson, taking into account these factors:
  - Is the wave big enough to propel a surf board forward?
  - Is the length of ride long enough to allow standing up Is the level of surfing to be taught suitable to operate a lesson (i.e.paddling practise for more advanced lessons) The body size & physical ability of the surfer and group size can also affect this

### Extreme Weather Conditions (i.e. high winds, big seas)

- In the situation of extreme weather condition, the Head / Senior coach will assess whether it is safe and practical to operate a lesson.
- She / he will address the following factors:
  - Are the lifeguards on duty and is the beach “red flagged”
  - Is the wind direction / swell size such to cause danger (i.e. off shore winds)
  - What is the experience of the clients (i.e. beginners or more advanced surfers?)

### Refund & Cancellation Policy (due to flat or extreme conditions)

- In case of lesson cancellation due to adverse weather conditions or flat surf, we will offer the ability for our pre-paid customers to come back on an alternative day when weather conditions are suitable for a surf lesson. We may also offer alternative activities (for example, coasteering, SUP, paddling) where possible.
- If the customer is unable to change their surfing lesson to a different day / time we will offer an Escape Surf School voucher to the value of the surf lessons missed. This voucher is then valid for one year and can be used at any time.
- If a cash alternative is required, then Escape Surf School will only offer this when the lesson has been cancelled by the Head coach due to adverse or flat conditions.
- A cash refund will not be offered to customers who choose to cancel their lessons for other reasons – please refer to the **Booking Terms and Conditions** (above) for further information

### Covid-19 Refund Policy

If you book a surf lesson and are unable to attend for one of the following reasons, then a “no questions asked” refund will be issued (unless of course you wish to reschedule to another date):

- You are ill and unable to attend the surf lesson
- Government advice means you are unable to travel to take part in the surf lesson.

You must contact us at least 24 hours prior to the surf lessons for this policy to apply.