

## **Booking Terms and Conditions:**

- When making a booking with Aloha Surf School or Bay SUP you are confirming that you have read and agree with the following terms and conditions.
- When booking a session, a contract is made when the booking is confirmed by Aloha Surf School or Bay SUP either in writing, email or verbally.
- In the case of late telephone bookings, when written e-mail confirmation is not possible in time, then the agreement is a verbal contract.
- The person making the booking accepts responsibility for payment for everyone listed in the booking and is responsible for ensuring that all other persons listed in the booking are aware of the terms and conditions.
- Aloha Surf School or Bay SUP reserves the right to cancel or postpone a surf lesson due to unforeseen circumstances or in the rare event that conditions are unsuitable for your activity. In this event we will make every effort to re-schedule the session to another date. If we are unable to reschedule, in this case a credit note or refund will be issued.
- Aloha Surf School and Bay SUP have limited numbers and availability in their sessions. These sessions require advanced organisation and planning to ensure correct instructor : participant ratios. For this reason the following cancellation charges apply:

### **Lesson and camp cancellation charges:**

- Over 14 days a full refund of the payment will be given.
- Less than 14 days prior a 50% of the payment will be refunded.
- Less than 2 days prior the payment are not refundable.
- If the customer has paid for a block of lessons at a discounted price, any refunds will be based on the lessons already delivered at the undiscounted lesson price less the total amount paid.
- All cancellations must be made via email and are effective on the date which they are received by Aloha Surf School or Bay SUP.

### **Equipment Hire cancellation charges:**

- Customers will obtain a refund if they notify the surf school 24 hours prior to the time of the hire.
- No refund will be made once the customer has paid for, and taken delivery of, the hire equipment.

### **No refund is offered if:**

- The Instructor becomes aware of a participants medical condition after the lesson has commenced and the Instructor determines it is unsafe for the participant to continue in the activity.
- If the participant refuses to comply with the surf school procedures and policies, and the Instructor determines that the client cannot participate in the activity.

### **Booking changes:**

- Any changes are subject to availability. If changes cannot be made due to lack of availability, any deposit or payment is non-refundable.
- In the case of a group booking where your group size drops in numbers from the original booking we must receive notification of this at least 48hrs before your lesson time.
- If the changes are less than 48hrs before the session you will be charged for the number of people based on your original booking.

### **Weather conditions:**

- Management reserve the right to change the programme of the Surf Camp/Lesson when conditions are unsafe.
- If water and weather conditions become unsafe during the activity, the instructor may modify the activity and undertake activities on the shore rather than in the water, or the activity may be rescheduled for another time.

### **General terms and conditions:**

- All participants must make the school aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking.

- Aloha Surf School or Bay SUP does not accept any liability for any loss caused by failure to disclose such relevant information.
- All participants must have at least a basic proficiency at swimming.
- All participants must agree to abide by all instructions and decisions that Aloha Surf School or Bay SUP and its instructors or staff make.
- While Aloha Surf School and Bay SUP take all reasonable measures to ensure the safety and good condition of their equipment, participants are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession.

**Our goal is to teach surfing in a fun and safe manner. However, surfing, SUP and outdoor activities carry a certain degree of risk to both people and property, even under the supervision of qualified instructors, and participants must acknowledge that there are inherent risks associated with these activities.**

**I will not hold the staff or management of Aloha Surf School or Bay SUP responsible for any loss or damage of possessions or personal injury while partaking in activities with Aloha Surf School or Bay SUP**

**Aloha Surf School and Bay SUP assume no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own, its employees, officers or agents.**