

Glide Surf School Terms & Conditions 2019

INTRODUCTION

These are the terms and conditions upon which Glide Surf School and any person or persons applying to book any course or activity must adhere to. These Terms and Conditions are subject to change without notice, from time to time at our sole discretion. We will notify you of amendments of these terms and conditions by posting them to this website. Our terms and conditions are also applicable to the use of our website and services – If you do not accept these conditions you must not use this website or services.

ALTHOUGH WE HAVE FULL PUBLIC LIABILITY INSURANCE TO THE VALUE OF £5,000,000 WE DO ADVISE FOR ALL COURSES, LESSONS AND HIRE WHETHER IN THE UK OR ABROAD, TO TAKE OUT YOUR OWN PERSONAL INSURANCE FOR CANCELLATION, TRAVEL, ACCIDENT, PERSONAL BELONGINGS AND PROPERTY BEFORE YOUR ARRIVAL.

1. WHEN BOOKING WITH US

i- When booking a surf related course, lesson or hire with Glide Surf School a contract is made when our acceptance of your initial payment and your booking is confirmed by us. You are deemed to accept these booking conditions.

ii- In the case of telephone bookings when a written confirmation is not possible the agreement is a verbal contact. If you book by telephone, on our website, by email or in writing, you will be deemed to have read and accepted these Terms and Conditions and the general information pages contained within our leaflet, our website and hire waiver declaration form.

iii- When booking on behalf of other people or on behalf of a group, it is the responsibility of the person making the booking to ensure that all members of your party have read and fully understood all the booking conditions.

iv- Please check all paperwork and emails that we provide you with carefully and contact us immediately if you have any questions or queries. We reserve the right to refuse any booking.

v- At the time of booking you will be required to provide your personal details. You will be responsible for any balance payment of the booking. We will send all correspondence to you and will consider you responsible for keeping all party members informed. We will not discuss the booking or enter into communication with any other member of the booking with a 3rd party.

vi- All booking notifications and payment related correspondence from us is sent by e-mail it is your responsibility to ensure such emails are read and adhered to in accordance with these booking conditions. Unless informed otherwise, it will be deemed by us that all emails have been received and understood. We cannot accept failure to adhere to our booking conditions due to incorrect contact details or inactive/superseded email accounts.

2. BOOKING TERMS

i- TO BOOK: Bookings can be made by telephone, email or online where applicable.

ii- DEPOSITS: To make a reservation a non-refundable deposit (except certain circumstances* see refunds) of a full payment is payable at time of securing your booking. Other deposit amounts are calculated based on your type of lesson booking. All online bookings require a full payment at time of booking. Once you have made the required deposit payment your credit/debit card details will be stored securely in accordance with PCI-DSS compliance regulations.

iii- BALANCES: In most cases unless stated, for open group lessons any remaining balance can either be paid upon your arrival to your activity or can be paid in advance by contacting us. For private group lessons of 5+ people we ask that your remaining balance will be settled in full no later than 7 days prior to your arrival.

iv- SPECIAL OFFERS: Any surf related lessons booked under any special offers (e.g. Christmas gift vouchers) at a reduced rate are subject to any additional terms and conditions stated at their time of release. All special offer bookings are non-refundable and non-transferable once confirmed. Individual special offers cannot be combined or used in conjunction with any other promotions or offers. Full payment is required for all special offer bookings and are subject to availability.

v- GIFT VOUCHERS & VOUCHER BOOKINGS: By purchasing or attempting to redeem a voucher you accept and agree to be bound by our terms and conditions. Gift vouchers can be redeemed over the phone, by e-mail or online where applicable. Please quote your voucher number when discussing your booking. Any outstanding costs or differences in cost between your voucher value and experience cost must be paid at the time of booking. Gift vouchers are valid for 12 months from the purchase date, unless otherwise stated on the voucher. The voucher will expire at midnight on the day of expiry and under normal circumstances cannot be extended. You must make your booking and complete your experience before the voucher expiry date. Under certain situations gift vouchers can be extended at the discretion and review of the Glide Surf School management.

vi- Once booked and confirmed all reservations using Gift Vouchers are non-refundable, non-transferable to other lesson types outside of what is written on the gift voucher and non-transferrable to other dates outside of the cancellation procedure. Please ensure the date/s that you book are correct, no changes are permitted. You will be required to present and hand over your voucher upon sign-in to your lesson. Failure to produce your voucher will result in the lesson being cancelled without refund or re-schedule. Under certain situations and at the discretion and review of the Glide Surf School management booked and confirmed gift vouchers lessons can possibly be transferable.

vii- All Gift Voucher bookings are subject to availability at time of booking.

viii- CONFIRMATION OF BOOKING: You will receive confirmation of your booking in store or via email or phone containing all the important information you will need for attending your activity. This will also act as notification that you will have read and understood all our terms and conditions before your lesson. This will also act as an invoice for any outstanding balance. We advise you print off or save a copy of your booking details to bring along with you to your lesson.

ix- LATE PAYMENT CHARGE: We do not offer credit terms and all payments should be made either before or on the lesson day unless otherwise agreed by the Glide Surf School management. All invoices will have a

time duration to be paid. If no payment has been made after the specific date then a 'LATE PAYMENT CHARGE' of £30 will be added and also invoiced with a payment date. Failure to pay the late payment charge by the specified date will result in an additional running 'LATE PAYMENT CHARGE' of £5 per day.

3. ATTENDING YOUR COURSE

i- Any non-paid or paid 'No Shows' (not turning up for your lesson) will have any outstanding balances charged to the credit/debit card on file. Please see our cancellation policy for all details on how to change or cancel your booking. If you are late you will still be able to join in the remainder of the lesson and provided with relevant verbal water safety information to make your experience still safe. Any technical teaching that has been missed may be given where possible but not to the detriment of the safety and progression of the remaining lesson and its participants. Failure to turn up to your lesson at the appropriate time will not entitle you to a full or partial refund. Late arrivals will be charged the final balance payment (if one is due), and this will be collected from the credit/debit card on file. We reserve the right to refuse clients who turn up late for their course (once the students have departed our base and beach lesson has commenced). No refunds are offered in this situation. Participation in a course will require re-booking. We cannot refund you for any unused lessons.

4. CHANGING YOUR BOOKING

i- **Changes made by you** – If after your contract is formed you would like to make any amendments to your booking you should contact us to see if your request can be accommodated. Booking amendments are possibly subject to a £5 per person fee at discretion and review of the Glide Surf School management. Any changes are subject to our acceptance and availability. Any additional cost arising from your amendment – including costs of alternative lessons, extra party members or additional services will be due in full at time of amendment. Changes to a booking should be done by the person who made the initial booking.

ii- For booking changes, amendments, refunds or rescheduling once confirmed for open group, private group, private 1:1 / 2:1 / 3:1 / 4:1, disability lessons and Gift Vouchers are all bound by the cancellation procedure and possible charges below. To avoid full loss of your lesson price we require a minimum of 5 days notice.

-Over 21 days before lesson start date – Full refund issued / no rescheduling charge

-From 6 to 21 days before lesson start date – Loss of 50% of total cost / no rescheduling charges.

-Less than 5 days before lesson start date – Loss of 100% of total cost

iii- For private group bookings (e.g. stag, hen, birthday, corporate groups, and community groups) 3rd party provider lessons and funded school group lessons: If you decide to cancel your booking, part of your booking or your group size drops in number from your original booking, notification of this must be sent in writing, email or text. Any of the above (included in 4iii) **lesson cancellations and changes require 60 days notice to avoid any charges. Cancellations and changes between 29-59 days notice will be responsible for 50% of the total cost. Cancellations and changes less than 28 days from the lesson start date will be responsible for the full balance of the original booking.** If you would like to bring additional guests these must be paid for on request, please notify us at least 14 days before your lesson date. We

cannot guarantee spaces will be available so early booking is advisable to avoid disappointment. Any non-paid 'no shows' will be charged accordingly on the day or to the card on file.

iv- All cancellations must be sent in writing/email/text to benjaminkewell@glidesurfschool.co.uk or Glide Surf School-Hire-Shop, Cromer Promenade, Cromer NR27 9HE, 07966392227 and are effective from the date which they are received by us. Any cancellations should be done by the person who made the original booking.

v- **Changes made by us** – From time to time we may have to make changes to your activity arrangements due to weather and tidal conditions. If changes are necessary, we endeavor to notify you as soon as reasonably possible. WE RESERVE THE RIGHT TO CHANGE THE LOCATION, THE ACTIVITY START AND FINISH TIME OR CANCEL THE LESSON/ACTIVITY AT ANY TIME DUE TO UNSUITABLE CONDITIONS. In the rare event or staff consider in their professional opinion, or under the advice of lifeguards that ocean/weather conditions are unsuitable for your lesson we will either:

-Rearrange your lesson for a more suitable time, date or location.

-Issue you with a credit gift voucher valid for a period of 12 months.

-If you live outside of the UK or unable to re-attend we will offer you a full refund.

vii- We require a minimum of 4 people to run any group activity. Please be aware that when booking a group surfing lesson that your lesson may be subject to reschedule or an alternative shorter lesson duration to suitably accommodate you still within a group setting. We accept no liability for any costs or loss associated with cancelled, rescheduled or shortened lesson durations for any SURF/ SUP/ WATER activity or lesson.

5. LATE RETURN WHEN HIRING OR EQUIPMENT DAMAGE

i- Failure to return Equipment may be the subject of criminal complaint for theft against the practice of civil responsibility of the contract between the parties.

ii- If you deliver the rented equipment after the time period of rental has expired, you agree to pay any additional charge for that period of time.

iii- By this you agree to accept all responsibility and liability for any loss or damage to the equipment (however caused) which occurs during the course of your activity.

iv- Any damage/loss must be reported to us immediately and the Customer will be responsible for the damage/loss occurring. You also agree to compensate us, for any and all loss of or damage to the equipment including, if required by the Glide Surf School, the replacement of the Equipment and authorize the Glide Surf School to apply charges to the fee.

v- EXAMPLES OF COSTS*

Repairable Damages (exact prices will be quoted on damage analysis by one of our experienced staff or our board repair service providers)

Small dents, chips and scratches incur a charges of approx. £25 each

Large dents, chips and scratches incur a charges of approx. £50 each

Replacement Parts – Total cost and delivery of the part
Total Loss (Equipment lost or damaged which is beyond repair)

Paddles £80 Each

Foam Lesson Board £200-£300 each depending on size

Foam Hire Board £200-£250 each depending on size

Epoxy Board £300 - £450 each (dependent on size)

Single Paddleboard £550 Each

Body boards £60 each

*these are only examples of costs of equipment. The price may vary depending up what stock is available from our suppliers at the time of purchase.

6. LIABILITY

i- Glide Surf School accepts no responsibility for students. All care is taken to ensure student safety. All participants will be expected to listen to and adhere to all instructions and any advice given by Glide Surf School's staff at all times. We will refuse to teach any student/participant who is under the influence of alcohol or substance, or appears in no fit state to take part. This decision is made by the head coach on the day with No refunds offered in this situation.

ii- All person(s) are required to check in prior to taking part in any activity and are responsible for ensuring all contact details are correct. Parents/Guardians of participants aged 16 or under will be required to sign their declaration and release from and stay within the beach vicinity at all times during the activity.

7. ADDITIONAL INFORMATION

i-RISK: Please do not bring valuables with you. Although we do offer somewhere you can store your belongings during lessons, activities and hire, we do not accept any responsibility for any loss or damage to personal items.

ii-All our activities have a degree of risk to both people and personal property, even if enjoyed under the proper supervision of qualified and experienced instructors. Our activities are physical and strenuous that requires those taking part to have a reasonable standard of swimming ability (50 meters) and personal fitness. All activity attendees must therefore disclose any medical conditions, illnesses, allergies, physical impairments and have available any prescription medication they may require upon booking and or sign-in.

iii-You should not participate in any activity if you are suffering from any heart condition or if you are pregnant. If you are unsure as to whether your condition will affect your ability, we advise you seek medical advice before booking your lesson, activity or hire. All activity members must not be under the influence of substance or alcohol at the time of the lesson which may adversely affect their mental/physical abilities.

iv-All course members must agree to abide by all instructions and decisions that Glide Surf School staff and instructors make to ensure the safety and wellbeing of all participants.

v-Person(s) attending activities are to use our equipment during their activity. Glide Surf School takes all reasonable measures to ensure that equipment is safe and in good condition for use, course members are

responsible for immediately reporting any damage or total loss cause to the equipment, or that becomes apparent whilst the equipment is in their possession. (see examples of cost)

vi- Glide 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, offices of agents. Glide Surf School assumes no liability in respect of any personal injury, loss, damages, consequential loss or third party claims which occur though no faults of its own, employees, officers or agents. All other liability or conditions implied by law and excluded to the fullest extent possible.

v- ACCEPTANCE OF RISK: Booking is accepted by us, on the understanding that you realize the hazards involved in SURFING, Stand Up Paddle boarding and water activities. You acknowledge that by the very nature of the activities you are exposed to an element of personal risk and that all activities are of a potentially hazardous and unpredictable nature above those associated with conventional activities. You therefore accept and consent to the risks inherent in the implementation of this contract as reasonable limitations to the company's liability as set out in these terms and conditions. All participants agree to abide by all instructions given and decisions as communicated to the participant by the Glide Surf School coaches to ensure the safety and well-being of our customers.

vi- HOLYDAY INSURANCE: Comprehensive personal travel insurance is a must for any holiday whether at home or abroad. Although we have our own public liability insurance to the value of £5,000,000, we strongly recommend that you have insurance cover for the duration of your visit. These should be adequate for your needs and the types of activities you will be undertaking during your visit, specifically but not limited to the activity of SURFING, SUPing and water activities. We do not check insurance policies; however we reserve the right to request written details (insurers name, policy number and emergency contact number) of your policy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

vii- DISABILITIES & MEDICAL PROBLEMS: If you or any member of your party has a medical problem or disability that may affect your booking, in particular your ability to take part, please tell us before you confirm your booking and give us full details in writing as early as possible before your arrival. If we reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the reservation.

viii- INVITATION TO TREAT: Glide Surf School confirms that the display of items, and/or lessons,, activities for sale on our website, quotes given via e-mail, social media, telephone or text are only an invitation to treat. The final price is confirmed by a member of staff upon request of wanting to book. At which point a booking is made and a contract is entered into.

ix- 3rd PARTY PROVIDER CONDITIONS: When we are a 3rd party supplier our providers often have their own booking conditions, cancellation conditions or conditions of carriage and you will be bound by those as far as the relevant provider is concerned. Some of these conditions may limit or exclude liability on part of the relevant provider, or give the provider the right to alter or cancel arrangements without penalty. Where relevant, copies of such conditions should be available for inspection the office of the relevant provider.

8. CREDIT OR DEBIT CARD PAYMENTS

We do not accept American Express. We do however accept most other major credit and debit cards. We do not charge for debit cards or bank transfer, however if paying with a credit card you will incur a 2.5% booking fee.

9. COMPLAINTS

i- If a problem occurs whilst you are attending a SURF, SUPing, water activities or lessons you must inform the relevant supplier as well as us immediately so that the matter can be put right. If the supplier or ourselves at Glide Surf School cannot resolve the problem to your satisfaction at the time, you must also contact us immediately so that we are given the opportunity to help.

ii- In the event that a complaint cannot be resolved at the time, you must either email benjaminkewell@glidesurfschool.co.uk or write to us at: Glide Surf School Cromer, Promenade, Overstrand, Cromer NR27 9HE within 28 days quoting your original booking reference and giving all relevant and detailed information. PLEASE NOTE: Failure to take these steps will hinder our ability to resolve any problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or supplier strictly in accordance with this clause.

10. SPECIAL REQUESTS:

If you have any special requests you must advise us at time of booking and confirm them in writing/email. Although we will endeavor to pass on any requests to any of our suppliers, no guarantees can be given that the request will be met. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your written/email confirmation or any other documentation, is not confirmation that the request will be met. Failure to meet any special request will NOT be a breach of your contract. Conditional bookings cannot be accepted i.e: any booking which is specified to be conditional on the fulfillment of a particular request.

11. COPYRIGHT NOTICE

This website and its contents is copyright of Glide Surf School 2017 – All rights Reserved.

12. PRIVACY

We will use and store the information that you supply to us, or which is supplied to us for the purpose set out in our privacy policy.

13. DATA PROTECTION NOTICE

We may contact you by post or email with further information on the latest offers, brochures, products or services which we believe may be of interest to you. You may unsubscribe from these services at any time by the link on our email, or in writing/email to us.

14. BROCHURE AND WEBSITE ACCURACY

We make every attempt to ensure that our brochures and website show our customers the services that are on offer at the Glide Surf School. All information provided is given as a guide, We accept no responsibility for errors, omissions or discrepancies in our literature. All prices are accurate at time of print or publication, but are subject to change. We reserve the right to increase or decrease prices any time after publication. Any alterations or changes will be made clear at time of booking.

15. LINKS TO OTHER WEBSITES:

You will find links to several other websites throughout our Glide Surf School website. Glide Surf School are not in any way responsible for the content of these sites, or the sites themselves. Please ensure you read each sites terms and conditions and privacy policies upon visiting them.

16. GOVERNING LAW

These Booking Conditions and all matters arising out of them shall be construed and governed according to English Law. The parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales except in relation to any proceedings brought against the Company in any other jurisdiction which involve or concern, in whole or part, the Arrangements or the Services.