

## **The Beach Watersports Terms and Conditions**

All bookings subject to these Terms and Conditions. Please read these carefully and register as a customer at <https://activities.thebeach.sports-booker.com/customer/> to accept.

- No booking will be confirmed until the agreed payment is received.
- We accept payment by bank transfer, debit, credit card or Paypal.
- You should check the details of your confirmation carefully and promptly to ensure that it accurately reflects the booking you have requested. You should immediately inform us of any discrepancies or alterations.

### **Alterations to Bookings**

- If you fail to attend a booked course, it will be deemed as a cancellation and no refund will be granted.
- In the event that you need to reschedule, we regrettably are unable to provide a refund, however we can offer the option of crediting your account instead. This is subject to the following notice periods:
  - 48 hours notice for activities under £75 per person
  - 7 days notice for activities priced between £76 – £300 per person
  - 14 days notice for activities over £301 per person
  - If The Beach Watersports is given less than the required notice period, this is considered to be a cancellation.
- In circumstances where the customer is unable to choose new dates or we are unable to offer suitable alternative dates a credit will be applied to the customers account that is valid for 24 months. *No refunds will be given in these circumstances.*
- We are not responsible for weather and have no control over it. We make every effort to provide alternative activities and dates. This is subject to availability. Refunds are not given due to weather conditions.
- The company reserves the right to cancel any sessions for any reason at any time before the start of the session. In this situation participants will be offered alternative dates. Cancellation due to situations out of our control such as wars, Natural Disasters, Health Epidemics & Pandemics, may be subject to the loss of money paid where a refund is not possible.
- All re-bookings will be handled directly with participants for further sessions and rebooking in the event of adverse conditions.

### **Safety instructions and equipment for activities**

- Entering the water and participating in our watersports activities, you accept the risk and responsibility that comes with it. Guardians and supervisors are responsible for those in their care. Everyone entering the water must be comfortable in the water and be able to swim 20 metres with a lifejacket on.
- Lifejackets must be worn while in the water; these are free to hire. Wetsuits can be hired for your activity, and we recommend that everybody wears a wetsuit in the water to protect them from the elements.
- No insurance is provided by The Beach Watersports, to cover the equipment whilst it is hired. We ask clients to treat the equipment with respect and adhere to the guidance of our staff. If a small amount of damage occurs whilst in use on the water, there will be no charge, but if an item of kit needs to be repaired as a result of damage that occurs whilst it is the responsibility of the client, the cost of the repair needs to be covered by the client. By renting equipment from the centre, and signing our terms and conditions, the client agrees to these terms.

## **Safety & circumstances beyond our control**

- Before using our equipment and services, we will clearly describe the safe sailing area, after which we waive responsibility for your actions. We reserve the right to assess the sailing ability of each client before allowing them to use our equipment. If we deem their sailing is sub-standard, we are entitled to deny them use of our kit.
- Due to the strenuous nature of watersports, skateboarding or fitness classes all participants should be physically fit. Anyone with a medical condition must seek medical advice before considering participating. All watersports participants should be able to swim 20m and be confident in open water.
- Anyone with any health issues/problems must let a member of staff know before starting a session or renting equipment.
- All participants must be aged 4 or over. Under 10s can attend specific youngsters sessions.
- Course participants will not be permitted to consume alcohol or drugs prior to or during sessions. The Beach Watersports reserves the right to refuse participation to anyone considered to be under the influence of alcohol or drugs.
- The Beach Watersports may require any participant to leave the session if that person acts in any such manner as to endanger him/herself or any other participant.

## **Damage or loss**

- The Beach Watersports is under no liability in respect of loss or damage to property, however caused. We recommend that you take out appropriate insurance to cover yourselves for such uninsured losses.
- Our sessions are fully insured. However we cannot be held responsible for any loss or damage to any person caused other than through our negligence or breach of contract.

## **Complaints**

- It is essential you raise any issues during your activity so they can be dealt with immediately to help ensure your experience with The Beach Watersports is a positive one.

## **Gift Vouchers**

- Gift Vouchers are valid for 12 months and no refunds are offered in any circumstances.