



**Evolve Surf School**  
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**Signed:**

## **Booking Terms and Conditions including Refund Policy**

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

### **Payment**

When booking surf lessons or packages via the booking link, full payment is required by Evolve Surf School at the time of any booking. Lessons or packages booked by other means (email, phone or walk in) are subject to our 20% deposit, for any further arrangements we recommend calling our main telephone number.

Other terms may be applicable for larger groups or packages, but these will be discussed with the client at time of booking. In all cases, a 20% deposit for all bookings will be required before lesson or the package, unless agreed otherwise (in writing) with Evolve Surf School staff.

The prices printed on the website or on other media are valid at the time of publication. Evolve 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 and package delivery times are occasionally subject to change depending upon variables like tides, sea conditions and changes to traffic. Any changes will be notified in advance via email, phone or text message. Should Evolve Surf School have to cancel a surf lesson or package, due to extreme / adverse weather, beach closure or flat conditions, then an alternative time / session will be offered. If this is not suitable, then the Evolve 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**

A registration / consent form must be filled in or completed online prior to arrival at the Surf School before a person can participate, this will be emailed to the client prior to the lesson. Evolve Surf School do not accept any liability for loss caused by failure to complete the indemnity / registration form. Due to the physicality of surfing, all children under the age of 10 should be accompanied by a NON-SURFING parent / guardian accompanying them in the water. If the parent / guardian needs a wetsuit we can provide one free of charge

so they can enter the water with the children. Evolve 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.

-Evolve 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

## **Evolve Surf School Cancellation & Refund Policy**

- Please notify us at least 7 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 by phone call, email or text message and will only be accepted from the date that we have corresponded your message. Refunds for lesson cancellations are as follows:
  - o 7 days or more to lesson date = full refund (via original payment method) minus our Booking Fee
  - o 0-6 days to lesson date = no refund
- Evolve Surf School will not offer refunds to customers wishing to cancel surf lessons from 7 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.
- Evolve Surf School reserve the right to cancel or change course dates subject to notification of those persons booked on to course.

## **Agreement to Terms**

The activity of surfing carries a degree of risk both to people and property, even if enjoyed under professional supervision by qualified instructors. All participants **must make us aware of** any medical conditions, illnesses or allergies they may have and prescribed medication they are taking **at check in for each activity**. Feel free to get in contact and notify us before your lesson check in. Parents or guardians must sign in for participants who are under 18 years of age. In certain groups where applicable a group leader/guardian can sign in (i.e. schools, teachers, group leaders) on behalf of the group. We take all reasonable measures to ensure the safety and good condition of our equipment, however participants are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession.

**By taking part in surf lessons delivered by Evolve Surf School, I agree to the following:**

- o I accept that I participate at my own risk
- o 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.
- o I accept Evolve Surf School do not accept any responsibility for conditions that are not disclosed to us pre-lesson.
- o 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.
- o I agree to abide by all decisions and adhere to all instructions that Evolve Surf School staff and instructors make whilst under their supervision
- o Evolve 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.
- o Permission is given for participant's contact details to be entered into the Evolve 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 Evolve Surf School we endeavour to give all our students the best surfing experience possible, however due to external factors we occasionally have to assess whether the conditions are suitable to run a surfing lesson. We are constantly working closely with SLSGB and the RNLI Lifeguards to ensure the highest standard of safety possible and we will always seek their advice (when available) when deciding to cancel a lesson.

### **Flat Conditions**

Should the conditions at **Gwithian Towans** beach be such that it is too small to operate a lesson, alternative conditions will be assessed at other points along the 3 mile 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, coastering, SUP, paddling, rafting) where possible.
- If the customer is unable to change their surfing lesson to a different day / time we will offer an Evolve 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 Evolve 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 unless a prearranged alternative is in place



**EVOLVESURFSCHOOL**