

Booking Terms & Conditions

Updated February 2022

By booking surfing lessons, coasteering or surf hire, and by participating in surfing lessons, coasteering or surf hire, you agree to the following Terms and Conditions:

- When booking lessons via the website, full payment is required by NQY Surf School at time of booking
- Activity lessons booked by other means (phone, walk in) are subject to the following terms: 50% deposit at time of booking, with the balance payable 14 days before your lesson, unless specifically agreed otherwise with NQY Surf School staff.
- 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 NQY 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 we will offer a credit voucher or a full refund to the Client for any monies paid.
- Please notify us at least 14 days in advance of any changes to the number of participants. We cannot guarantee that extra guests can be accommodated, unless pre-booked.
- An Activity Waiver and Registration Form must be completed prior to arrival at the Surf School before a person can participate. NQY Surf School Limited do not accept any liability for loss caused by failure to complete the required forms.
- Participants in surf lessons must be at least 7 years old and be able to swim at least 100 metres. Due to the physicality of the activity, all children aged between 7 and 12 should be accompanied by a parent / guardian, either on the surf lesson or joining them in the water.
- We may photograph the surf lessons (using internal and external photographers). These photographs may be used for our own promotional purposes.

- Any cancellations or changes to your booking must be made in writing and will only be accepted from the date they are received. Refunds for cancellations are as follows:
 - 28 days or more to lesson date = 100% refund
 - Between 28 days and 14 days to lesson date = 50% refund
 - Less than 14 days to lesson date = 0% refund
- NQY 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.
- NQY 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 NQY Surf School can be proven negligent.
- By taking part in surf lessons supplied by NQY 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 NQY 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 NQY Surf School to use photographs, of the 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 NQY Surf School staff and instructors make whilst under their supervision. NQY 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.
- The prices printed on the website or on other media are valid at the time of publication. NQY 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
- NQY Surf School reserve the right to cancel or change course dates subject to notification of those persons booked on to course.

- Permission is given for participant's contact details to be entered into the NQY 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 Condition Policy (incorporating Refund Policy)

At the NQY Surf School, we endeavour to give all our students a great 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

The size of the waves will be judged by the Head Coach and he will decide whether the size is suitable for a lesson, taking into account the following factors: Is the wave big enough to propel the surfboard forward? If the length of the ride is 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 of the surfer and group size can also affect Extreme Weather Conditions (i.e. high winds, big seas).

Extreme Conditions

In the situation of extreme weather conditions, the Head Coach will assess whether it is safe and practical to operate a lesson.

He will address the following factors: Are the lifeguards on duty? Is the beach "red-flagged"? Is the wind direction / swell size such to cause danger (i.e. offshore winds)? What is the experience of the student (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 will also offer alternative activities (for example, coastering, SUP, paddling) where possible.
- If the customer is unable to change their surfing lesson to a different day / time, we will offer a NQY Surf School voucher to the value of the surf lessons missed. This voucher is then valid for 12 months and can be used at any time.
- If a cash alternative is required, then NQY 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 be not be offered to customers who choose to cancel their lessons for other reasons.