# **School Terms and Conditions**



All bookings are made with Wing Surf School Ltd "WSS" (company number 13422108), a company registered in England and Wales at Suite 3 Falcon Court Business Centre, College Road, Maidstone, Kent ME15 6TF.

No booking will be confirmed until the agreed payment is received. We accept payment by bank transfer or debit or credit card.

When making your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.

#### **Cancellations and changes**

WSS reserves the right to cancel any course for any reason at any time before the start of the course. In this situation participants will be offered alternative dates to reschedule.

Cancellation due to situations out of the control of WSS such as wars, Natural Disasters, Health Epidemics & Pandemics, may be subject to the loss of money paid where a refund is not possible.

If the conditions are considered unsuitable by the Senior Instructor on duty for a lesson to take place it is not possible to refund the money of the participant, instead alternative dates will be offered to reschedule. 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.** 

A failure to attend a booked course will be considered a cancellation and subject to the loss of money paid where notice given is less than 24 hours.

Lessons are to be sold according to the lesson description and content. No lesson should be sold as to a level ascertained on its completion.

All lesson vouchers and credit notes for lessons are valid for 12 months. Once expired they will not be valid.

#### Liability and insurance

Wing surfing and wing foiling are potentially dangerous activities. All participants must be aware of this and accept the risks associated with these activities. Injury arising from these or associated activities can only be accepted if caused by negligence on the part of WSS.

WSS is under no liability whatsoever in respect to loss or damage to property or equipment, however caused, whilst on a course with WSS.

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WSS is covered by public liability insurance if customers damage someone else's equipment or property whilst using our equipment correctly.

## Health and safety

Due to the strenuous nature of wing surfing and wing foiling, all participants should be physically fit. Anyone with a medical condition must seek medical advice before considering participating.

All participants should be able to swim 50m and be confident in open water.

All participants must be aged 18 years and over. Children aged between 12-18 may also attend a lesson at the discretion of WSS but must be accompanied by a parent or guardian who is also participating in the same lesson.

Participants will not be permitted to consume alcohol or drugs prior to or during wing surfing and wing foiling courses. WSS reserves the right to refuse participation to anyone considered to be under the influence of alcohol or drugs.

WSS may require any participant to leave the course if that person acts in any such manner as to endanger him/herself or any other participant.

#### **Disabilities**

WSS must be informed of any medical conditions (asthma, epilepsy, deafness etc) or any other special needs of any/all participants. WSS reserves the right to refuse a person who is at a high risk to him/herself or other participants on the lesson.

#### **Equipment and clothing**

Damage or loss to WSS's equipment caused by negligence, malicious acts or carelessness must be paid for at the time at current replacement value.

#### **Boat assisted sessions**

Boat supported sessions are for participants who can already wing surf independently or are working towards sustained first flights for wing foiling. If you are unsure of your level then please contact us before booking.

Foiling equipment is not included unless selected as an additional option.

The price includes safety boat cover and taxis upwind or back to shore. TFC reserves the right to refuse a pick up if any participant is deemed to be monopolising the session. If this

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happens, the participant will always be recovered in a safety situation or be returned to the starting point at the end of the session.

You must hold Third Party Public Liability Insurance and will be asked to present this on the day. If you do not have sufficient cover you will not be allowed to enter the water and no refund will be given.

You must disclose any medical conditions from which you suffer in respect of asthma, diabetes, epilepsy and heart disease that might cause a risk in deep water.

All hazards and safety rules will be explained to you by TFC prior to equipment hire. It is your responsibility to ask additional information if anything is unclear.

## **Equipment hire**

Equipment hire is for participants who can already wing surf to a competent level or have also booked onto a supported session (with safety boat cover). If you are unsure of your level then please contact us before booking.

You must hold Third Party Public Liability Insurance and will be asked to present this on the day. We are unable to rent any equipment if you fail to prove you have sufficient cover and no refund will be given.

You will be asked to leave a form of ID (driving license, bank card) for the duration you have the equipment.

You must disclose any medical conditions from which you suffer in respect of asthma, diabetes, epilepsy and heart disease that might cause a risk in deep water.

All hazards and safety rules will be explained to you by TFC prior to equipment hire. It is your responsibility to ask additional information if anything is unclear.

We will advise you of costs for items to repair or replace if they are damaged or lost in your care. You will also have the option to pay £10 insurance on the day, which reduces the repair and replacement costs by 50%.

### Complaints or need to speak to us?

Occasionally things do go wrong and you may want to get in touch with us. If that happens, please don't hesitate to contact us.

### Legal stuff

We have the right to amend, remove or vary our services (including these T&Cs) at any time. These terms and our dealings with you are subject to English law and the exclusive jurisdiction of the English courts.