## All H&S Water Sports bookings are subject to these Terms and Conditions

By submitting your booking you represent to us that you have the authority to make the booking on behalf of your party and that you accept on behalf of your party that the booking is subject to these Terms and Conditions. A contract exists as soon as we issue our Booking Confirmation Form.

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. If the course/event date is less than 14 days from the date of issue of the Booking Confirmation Form, notification of any discrepancies or alterations should be made within 24 hours of that date of acceptance. In all other cases, you should notify us within 7 working days of receipt of the Booking Confirmation Form.

#### **Prices and information**

- 1. All prices mentioned on the website and in other materials derived from H&S Watersports include tax, unless otherwise stated on the Website, other levies imposed by the government.
- 2. All course/event prices on the website are subject to change without prior notifications. However, once you have made your booking and receipt of the Booking Confirmation from us, the price of your course/event will be remaining the same, no price changes occur.
- 3. The content of the website has been compiled with the greatest care. H&S Watersports can not guarantee that all information on the site at all times correct and complete. All prices and other information on the Web site and other materials derived from H&S Watersports are therefore subject to manifest programming and typing errors.
- 4. H&S Watersports can not be held responsible for (color) deviations due to monitor quality.
- 5. For group bookings, a 25% deposit is due within 7 days of booking. If a deposit has not been made, the booking is subject to cancellation.

### Alterations to Bookings

If, after your payment has received, you wish to change your course/event in any way, we will do what we reasonably can to accommodate such changes, but it may not always be possible. If you or any member of your party is unable to proceed with the course/event, you can transfer the booking to a substitute person, provided that they satisfy all the conditions applicable to the original booking.

Any request for changes to be made must be in writing on email by the Lead Name in your party. You will be liable to pay any costs and expenses that we incur in making this alteration. Should you request a significant alteration to the course/event booking within four days of the commencement date (such as a change of day, a decrease in group size), then this will be

treated as re-booking.

Customers wishing to add to a party after the initial booking will only be able to do so if sufficient places are available. Availability should not be assumed, and you should contact us to check availability first.

The price of your course/event may increase or decrease to reflect the changes requested by you, but please note that a reduction in numbers attending a program/event will not necessarily result in a discount in the price of the booking.

#### Postponement by us due to bad weather

On some occasions group events may need to be postponed due to bad weather. In these circumstances we will offer you alternative dates and/or activities.

If you are unable or unwilling to accept these new dates then we will refund you the full cost of the course or rental.

# Cancellation Charges May Also Apply (see below).

You may cancel your course/event at any time. Written notification of the Lead Name in your Group is required. Cancellation will only be accepted for payment of the cancellation charges as set out below:

The following cancellation fees apply:

More than 30 days out - full refund

3-29 days before course/event – loss of deposit

Less than two days before class/event – 100% of price of course/event

#### Safety & circumstances beyond our control

As your safety is our first concern, a course/event may be cancelled or rescheduled or curtailed by us in weather conditions which may in our view make the course/event dangerous or unsafe or due to circumstances beyond our control (including staff illness). In appropriate circumstances the course/event type and / or itinerary may be altered as necessary. As with other activity-based experiences, water sports activities contain an element of risk. It must be understood that your participation in these activities is your decision and at your risk. The course/event leader and duty manager have primary responsibility for the safety of the crew, guests and craft at all times and his/her decision is final. If any member of your party commits an illegal or potentially dangerous act including carrying or taking of drugs during or before a course/event, is under the influence of alcohol, persistently disregards the instructions of the course/ event leader or duty manager, or is disruptive or exhibits difficult behaviour, the course/event with no responsibility to them. In such an event there will be no right to any refund and we reserve the right to make a claim for costs and losses incurred.

#### Health

All participants must be physically fit and able. They must, at the time of booking, advise of any illness or disability (such as diabetes, epilepsy, asthma, heart condition, recent injuries, hearing impairment, visual impairment, etc.) that may affect their ability to participate. If at all unsure, participants must check with a doctor before booking.

Participants must bring any necessary medication with them and ensure that staff is made aware of what medicine this is and how it is to be administered.

The Centre reserves the right to refuse any booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the course.

# Photo & video usage

We frequently take photos and video of customers, both adults and under 16's. We reserve the right to use these in our brochures, social media and in any other promotional material. If you wish to opt out please email info@hswatersports.com

### Damage by customers

Should damage or loss to vessels, persons or equipment be caused as a result of wilful damage or gross negligence by customers, a customer under the influence of alcohol or drugs or as a result of refusal or failure to obey instructions given by our staff, then he or she will be liable for the full amount of repair or replacement and any resulting costs. The course/event leader reserves the right to terminate the course/event. Adults will at all times be responsible for minors in their charge. Our vessels and crew are fully insured. Our policy provides full cover for the equipment and vessels and third party liability cover for your course/event leader and crew. However we cannot be held responsible for any loss or damage to any person caused other than through our negligence or breach of contract or for damage to your property howsoever caused and we recommend that you take out appropriate insurance cover yourselves for such uninsured losses.

#### **Reservation Information**

Please arrive 15 minutes prior to the lesson time.