



TERMS AND CONDITIONS

Booking

When booking a course, a contract is made when the booking is confirmed by Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures either in writing, email or verbally. In the case of late telephone bookings, when written/e-mail confirmation is not possible in time then the agreement is a verbal contract. When making a booking with Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures you are confirming that you have read and agree with these terms and conditions. Exceptions to these terms and conditions cannot be made for any reason as we run an extremely high quality, tight margin program with limited spaces.

Payment of the full amount of course fee (lessons, group, tours and rentals) is due at the time of booking. Payment can be with cash, cheque, or credit / debit card. The person submitting the booking form accepts responsibility for payment for everyone listed on the booking form and is responsible for ensuring that all other persons listed on the booking form are aware of the terms and conditions.

Changing your booking

Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures will make every effort to arrange any changes requested after the booking has been confirmed, providing it is more than 2 weeks before the course start date. Any changes are subject to availability of course dates. In the case where your group size drops in numbers from the original booking we must receive notification of this in due time and in writing / email. If the changes are less than 2 weeks prior to the lesson you will be responsible for paying the full balance on the original booking. In exceptional and extenuating circumstances we may waiver the above. i.e. bereavement, serious illness.

Cancellations

All cancellations must be sent in writing / email wherever possible and will be effective on the date which they are received by Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures.

Cancellation charges are payable as follows:

- Over 28 days before lesson date: 15% of total cost payable
- Less than 28 days before lesson date: 100% of total cost payable

Gift vouchers are non-refundable but can be transferred to different recipients, valid for 4 months from date of purchase. Participants that fail to show will be charged in full for the lesson, no exceptions.

Please note that your travel insurance may provide a full refund if the reason for your cancellation falls within the terms of your policy and as such we recommend clients take out a suitable insurance policy prior to booking a course with us.

Course Participation Liability and Other Important Information

The activities of surfing, SUPing, paddle boarding, kayaking and eco-coasteering carry a degree of risk both to people and property, even if enjoyed under proper supervision by qualified instructors. All participants must make us aware of any medical conditions, illnesses or allergies they may have and any prescribed medication they are taking. No-one should participate in any of Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures activities if they are suffering from a heart condition or if they are pregnant. All participants must complete an enrolment form before they will be allowed to take part in any listed activities. Parents or guardians must sign for participants who are under 18 years of age. In certain groups where applicable a group leader/ Guardian can sign. i.e. Schools a teacher can sign on behalf of the group. Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures does not accept any liability for any loss caused by failure to complete the declaration.

All participants must be able to swim at least 25 metres and must in no circumstances be under the influence of any alcohol, drugs or medication at the time of the lesson which may adversely affect their physical abilities. All participants must agree to abide to all instructions and decisions that Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures and its instructors make. Participants will have the use of Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures equipment during their lessons. Whereas Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures takes all reasonable measures to ensure the safety and good condition of that equipment, participants are responsible for immediately reporting any damage caused to the equipment or which becomes apparent whilst the equipment is in their possession. (Participants can be charged for any damages up to 75% of the value of the equipment.)

Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures does not seek to limit or exclude any liability for personal injury or loss of life which may occur as a result of its own negligence or that of its employees, officers or agents, however, Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures assumes no liability in respect of any personal injury, loss, damage, consequential loss or third party claims which occur through no fault of its own, its employees, officers or agents. All other liability or conditions implied by law are excluded to the fullest extent possible.

Surf conditions

In the rare event that Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures considers conditions to be unsuitable for your activity we will make all efforts to reschedule your lesson. Due to summer time demand there is a slight chance we may not be able to reschedule and in this case a credit voucher will be issued. Credit for any lessons owed can be used within 4 months from the date of the cancelled lesson. Any lessons owed must be booked in advance and are subject to availability. For school groups the above applies if it's unsuitable to run a surf lesson due to unsafe sea conditions. If sea conditions are safe but there is no surf school groups will instead take part in flat day activities.

Brochure and website accuracy

Whilst every effort is made to ensure the accuracy of Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures brochure and website it is intended only as a guide to the services it provides and Cape Town Surfing in association with Hout Bay & Llandudno

Boardriders, Cape Town SUP & Surf Adventures is relieved of any liability due to any errors or omissions it may contain, or any minor discrepancies between the brochure or website's content and that service. Any likeness or image of you secured or taken on any of our courses or holidays may be used by us without charge in all media for genuine promotional or marketing purposes. This includes promotional materials of any kind, such as brochures, leaflets, videos and the internet. If you would prefer not to be used in any promotional materials please inform us in writing prior to your course.

Prices

The prices printed on this website/form are valid at the time of publication. Cape Town Surfing in association with Hout Bay & Llandudno Boardriders, Cape Town SUP & Surf Adventures reserves the right to increase or reduce any of these prices any time after publication.

Law and Jurisdiction

These conditions form a contract between us which will be construed in accordance with SA Law and it is agreed between us that each will submit to the jurisdiction of the SA Courts.