

Surf Lesson and Equipment Rental: Terms and Conditions

1. Overview

You can find everything you need to know about us, FINS SURF SCHOOL LIMITED, and our services on our website, at www.finsnewquay.co.uk (**Site**) or from our sales staff before you make a booking.

By booking a surf lesson with, or hiring equipment from, **FINS SURF SCHOOL LIMITED**, whether online at the Site, in-person or over the phone, you agree to comply with the following terms and conditions on your behalf and on behalf of every member of your party for whom you make a booking which are available on our Site. All lessons and equipment hires are subject to availability and weather conditions. You confirm that you (and any members of your party) are physically fit to participate in surfing activities. Surf lessons are provided at your own risk.

2. Security / Proof of ID

A valid photo ID (e.g., driver's license or passport) must be presented before participating in the lesson or hiring equipment and may be securely held during the session as a deposit for any equipment rented to you. If an alternative security deposit method is required, this must be agreed upon in advance.

3. Fitness to Participate

You confirm that you (and any members of your party) are medically and physically fit to participate in surfing activities. The following minimum requirements apply to all participants:

- Must be able to swim at least 50 meters unassisted.
- Participants under 18 must be accompanied by a responsible adult, who assumes full responsibility for their safety and conduct during the lesson.
- The minimum age for lessons is 8 years old. **FINS SURF SCHOOL LIMITED** reserves the right to refuse participation if we believe you, or a member of your party, are not fit or able to safely take part in the lesson or able to safely use the equipment.

4. Acknowledgement of Risk

Surfing is an inherently dangerous activity. By booking a lesson and or hiring equipment, you acknowledge the risks involved, including but not limited to:

- Minor or serious physical injury, including death caused by injury.
- Unpredictable surf conditions.
- Changing weather conditions.
- The actions of other individuals in the water.
- The use of surfing equipment, which may pose further risks.

By signing the **Surf Lesson and Equipment Hire Disclaimer**, you accept these risks voluntarily. Nothing in these terms and conditions excludes or limits liability where prohibited by law, including for death or personal injury caused by gross negligence. **In the absence of any negligence or other breach of duty by Fins Surf School Limited, participation in surf lessons and OR use of surf hire equipment is entirely at your risk.**

5. Lesson Content & Duration

All lessons will be conducted by certified surf instructors and will be structured to suit the ability and experience of the participants. The duration of lessons is usually 2 hours, unless otherwise agreed. The lesson content will include practical and theoretical instruction on surfing techniques, ocean safety, and surf etiquette. We reserve the right to modify lesson content based on weather or safety conditions. The instructor-to-student ratio is 1:8 but may be adjusted based on factors such as weather, the age of students, or the overall ability level.

6. Use and Care of Equipment

All equipment is regularly inspected by FINS Café & Surf staff to ensure it is in safe, usable condition. FINS Café & Surf remains responsible for the safety of the equipment provided. I agree to:

- Inspect the equipment before use and notify staff immediately of any defects.
- Take full responsibility for the proper use and care of the equipment during the rental period.
- Take care of the equipment provided to me during the rental period. I understand that I am responsible for damage, loss, or theft that occurs due to my negligence. Any charges for damage or replacement will be based on an assessment by FINS Café & Surf, and I will be provided with a breakdown of costs upon request.
- Return equipment by the agreed-upon time in the same condition as rented.

Hirers of equipment agree that any advice or information provided by FINS Café & Surf regarding the equipment and its use is for guidance purposes only and shall not be construed as contractual terms or warranties. In the absence of any negligence or other breach of duty, FINS Café & Surf is not liable for any loss or damage incurred due to incorrect use of the equipment or changing environmental conditions.

You will be responsible for taking care of the equipment, including but not limited to:

- Avoiding dragging surfboards on hard surfaces
- Carrying the board and leash correctly
- Ensuring proper storage when not in use.

Prohibited Activities: I confirm that I will follow the equipment care guidance provided by FINS Café & Surf staff and agree to:

- Never leave equipment unattended
- Never use equipment in unsafe conditions, such as during storms, dangerous currents, or other hazardous ocean conditions.
- Not modify or alter the equipment in any way, including removing or tampering with parts.

7. Late Return or Damage to Hire Equipment

Equipment must be returned by the agreed time. A 15-minute grace period is allowed, after which a charge equivalent to the hire rate for the period after which it was due to be returned will be applied until the equipment is returned. You are responsible for the equipment during the hire period. Charges may apply for loss or damage, except for general wear and tear, which will be assessed at staff discretion. If damage is found, you authorised us to charge your card for these costs, if applicable.

8. Refunds, Cancellations and Rescheduling for Lessons

If the lesson cannot take place due to weather conditions, we will offer a full refund or allow you to reschedule at no extra charge, subject to availability.

8.1 Cancellations by Customers:

- **4 weeks or more from the lesson date:** Full refund, minus a £5 booking fee.
- **2–3 weeks before the lesson date:** 50% refund, minus a £5 booking fee.
- **Less than 2 weeks before the lesson date:** No refund, only a credit note offered for future lessons.
- **Less than 48 hours' notice:** No refund, no credit note.

8.2 Changes to Bookings:

- **More than 21 days prior to the lesson date:** We will make every effort to accommodate changes to the booking, subject to availability.
- **Less than 21 days prior to the lesson date:** No changes can be made to the booking.

8.3 Late Arrivals or Missed Lessons: If you arrive late for your lesson, the lesson time may be shortened, and no refund will be given for the reduced time. If you miss the lesson entirely without prior notice, no refund or credit note will be issued.

9. Refunds, Cancellations and Rescheduling for Equipment Hire

Weather or Surf Conditions:

If surf or weather conditions make it unsafe to use the rented equipment (as determined by FINS Surf School staff), we will offer you the option to reschedule your rental at no additional charge. Alternatively, if rescheduling is not possible, a full refund will be issued.

Cancellations by Customers:

To cancel a rental, please notify us at least 24 hours before your scheduled rental period.

- Cancellation with 48+ hours' notice: Full refund or rescheduling option.
- Cancellation within 48 hours of rental: A charge equivalent to the rental fee may apply.
- No-Shows or Late Returns:

If you do not show up for your rental without prior notice, or if you return the equipment late, no refund will be issued. Equipment must be returned on time, with a 15-minute grace period. After this, additional charges will apply.

10. Defective Services

You have rights if there is something wrong with your service. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

11. Refund Process

- Refunds will be processed using the same payment method as the original transaction.
- Please allow up to 10 working days for funds to be credited back to your account, depending on your payment provider.

12. Vouchers

Vouchers for surf lessons or equipment rentals are valid for **1 year** from the issue date. After the expiry date, the voucher will no longer be valid for use.

13. We don't compensate you for all losses caused by us or our services

We're not responsible for losses you suffer caused by us breaching these terms and conditions if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- **Caused by a delaying event outside our control;** or
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

14. Force Majeure

In the case of circumstances beyond our control (such as extreme weather, natural disasters, government-imposed restrictions or valid emergencies), we will offer a full refund or reschedule the lesson, subject to availability.

15. Health and Safety

All participants must adhere to local beach rules, regulations, and the guidance of the RNLI lifeguards. Equipment will not be provided to anyone under the influence of alcohol, drugs, or any condition that may impair their ability to participate safely. You agree to follow the safety instructions provided by your instructor at all times. Safety & Compliance

If you are new to surfing, we highly recommend taking a lesson before hiring equipment. We can assist with booking lessons at Fins Café & Surf if needed.

16. Personal Belongings & Insurance

In the absence of any negligence or other breach of duty **FINS SURF SCHOOL LIMITED** is not responsible for the loss, theft, or damage of personal belongings during the lesson or equipment hire period. We strongly recommend that you take out personal insurance to cover any accidents, injuries, or loss of belongings related to the lesson. Personal belongings may be stored in lockers available at **FINS Surf & Cafe**, but please note that **FINS SURF SCHOOL LIMITED** takes no responsibility for any lost, stolen, or damaged items while in the lockers.

17. Service Changes and Suspension

We can always change or suspend a service to reflect changes in relevant laws and regulatory requirements.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: Please see privacy policy on the FINS Café & Surf website (www.finsnewquay.co.uk)

18. Dispute Resolution

If any disputes arise regarding these terms, please contact us directly to seek a resolution. If a resolution cannot be reached, disputes will be handled under UK consumer protection laws.

For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

19. Nobody else has any rights under this contract.

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

20. We can transfer our contract with you, so that a different organisation is responsible for supplying your service.

We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

21. If a court invalidates some of this contract, the rest of it will still apply.

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

22. Even if we delay in enforcing this contract, we can still enforce it later.

We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

23. Governing Law

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

*By signing the **Surf Lesson and Equipment Hire Disclaimer**, you acknowledge your acceptance of these terms and conditions and the Privacy Policy regarding the collection, processing, and storage of your personal data.*

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