

## TERMS & CONDITIONS - STAR SURF CAMPS

### 1. ACCEPTANCE:

- 1.1 By using this website and/or by making a booking you agree to be legally bound by these Terms and Conditions which shall take effect from your first use of the website.
- 1.2 These Terms and Conditions of Business (Terms and Conditions) form part of every quotation, offer or contract of sale between Star Surf Camps (UK) Limited (Company number 09334241) (Seller) and any buyer (Buyer) of a surf camp holiday and any related services (Services).
- 1.3 The warranties, representations and undertakings (if any) contained in these terms and conditions are the only warranties, representations and undertakings that apply to the Services and the Contract (whether made orally or in writing by any person acting or purporting to act on behalf of the Buyer or the Seller) unless agreed in writing by the Seller and such agreement contains a specific reference to the warranty, representation or undertaking.
- 1.4 These Terms and Conditions supersede any previous agreements, arrangements or negotiations between the Buyer and the Seller in relation to the supply of Services. However, in the case of a conflict between these Terms and Conditions and a term of the Contract, the term of the Contract shall prevail.
- 1.5 The Buyer shall request the Services it wishes to purchase via telephone or the Seller's online automated booking system. A contract is formed when the Seller has received from the Buyer the Payment Price and the Seller has served a confirmation email on the Buyer (Contract).
- 1.6 Where a Contract is made by one person (Lead Person) on behalf of a group of people, the Lead Person confirms that they have the authority to make the Contract on behalf of everyone who is to receive the Services in the group, including children (Group). The Lead Person must ensure that all members of the Group are aware of and accept these Terms and Conditions. In any event, the Lead Person shall be responsible for the full cost of the Services for itself and the Group including any related charges under these Terms and Conditions.
- 1.7 The Buyer is responsible for reviewing the confirmation email and/or any booking details as soon as reasonably possible following receipt of such and must inform the Seller immediately of any errors or discrepancies. Any failure by the Buyer to promptly notify the Seller of any such errors or discrepancies will be deemed an acceptance by the Buyer that all booking and/or other details are correct.
- 1.8 Subject to availability and with the Seller's agreement, the Buyer may make amendments to the Services purchased under the Contract at any time up to 1 week before and including the Departure Date. The Buyer shall be responsible for the cost of all additional Services and/or goods required and any Charges, if any, and shall provide payment for such immediately on request. The Buyer shall also be responsible for any administrative charges incurred by the Seller relating to any amendments. The Buyer accepts that amendments to the Contract may not be possible, particularly in the case of a last minute booking (being a booking made within 14 days from and including the Departure Date (Last Minute Booking)).
- 1.9 Under these Terms and Conditions, the definition "Buyer" shall be deemed to include any of the Buyer, the Lead Person and all participants within a Group as the context requires, unless expressly stated otherwise.

## 2. TRANSPORT:

- 2.1 The Seller may provide a transport service (Transport Service) from the arrival airport to the Buyer's chosen surf camp (Location).
- 2.2 The Transport Service is always subject to availability.
- 2.3 If the Buyer wishes to use the Transport Service, it should notify the Seller as soon as possible and in any event, no later than 14 days before the Departure Date.
- 2.4 The Seller shall aim to send the Buyer confirmation of the Transport Service booking and receipt of payment approximately 2 weeks prior to the Departure Date. In the case of a Last Minute Booking, the Seller may dispatch the confirmation by email to the email address provided by the Buyer and it is the Buyer's responsibility to ensure it receives it or to notify the Seller if it is not received.
- 2.5 The Seller reserves the right to engage a third party to provide the Transport Service on behalf of the Seller. By using the Transport Service, the Buyer agrees to abide by these Terms and Conditions and any rules or regulations of the third party provider. If there is a conflict between these Terms and Conditions and any such rules or regulations of a third party provider of the Transport Service, these Terms and Conditions shall prevail.
- 2.6 The Buyer accepts that it may have to wait up to 5 hours for the Transport Service.
- 2.7 Any pickup, drop off or journey times given to the Buyer by the Seller and/or a third party engaged by the Seller, are estimates only and time shall not be of the essence for any given times or dates.
- 2.8 The Seller or a third party providing the Transport Service may cancel the provision of the Transport Service at any time and for any reason, in which case the Buyer shall be responsible for organising an alternative method of transport to their Location and any associated costs. The Seller shall have no obligation to provide an alternative Transport Service.
- 2.9 If the Seller or a third party cancels the provision of the Transport Service in accordance with condition 2.8, the Seller shall refund the Buyer the cost of the tickets already purchased for the Transport Service less an administration fee of 20 Euros.

## 3. CANCELLATION:

- 3.1 The Buyer may cancel the Contract at any time before they begin using the Services (Departure Date) by sending a notice of cancellation on the Seller in writing (Cancellation Request).
- 3.2 A Cancellation Request shall be valid on the date on which it is deemed to have been received by the Seller in accordance with condition 11.
- 3.3 Where the Buyer serves a Cancellation Request on the Seller, the Seller shall be entitled to retain all or part of the Payment Price as follows:
  - 3.3.1 The Seller shall retain 25% of the Payment Price where the Buyer cancels the Contract more than 28 days from and including the Departure Date.
  - 3.3.2 The Seller shall retain 50% of the Payment Price where the Buyer cancels the Contract 14-28 days (inclusive) from and including the Departure Date.
  - 3.3.3 The Seller shall retain the full Payment Price where the Buyer cancels the Contract less than 14 days from and including the Departure Date.
- 3.4 In addition to the sums detailed in condition 3.3, the Seller shall be entitled to retain any Charges incurred in relation to the Payment Price.
- 3.5 If a substantial proportion of the amenities at a Location will not be available and the Seller is concerned that this may have a material impact on the provision of the Services and Lessons to the Buyer, the Seller, at its sole discretion, reserves the right

to offer the Buyer:

- 3.5.1 an alternative Location; or
  - 3.5.2 an amendment to the Services to be provided; or
  - 3.5.3 to continue with the Contract; or
  - 3.5.4 to cancel the Contract, in which case the Seller shall refund the Payment Price to the Buyer less a sum equivalent to any Services already provided to and used by the Buyer, however any Charges will be non-refundable.
- 3.6 Any credit card or debit card payments shall be refunded to the same credit or debit card number from which the Payment Price was paid, less any Charges.
- 3.7 The Seller reserves the right, at its sole discretion, to cancel the provision of the Services or to instruct the Buyer to leave the Location immediately without compensation or refund if the Buyer does not comply with these Terms and Conditions, particularly relating to behaviour and conduct.

#### 4. TERMS OF PAYMENT:

- 4.1 The most up to date prices for the Services are shown on the website, however they are subject to regular review and may change.
- 4.2 The price of the Services which the Buyer must pay is the price set out in the Contract (Payment Price).
- 4.3 Subject to condition 4.4, the Buyer shall pay the Payment Price as soon as possible and in any event within 14 days from the date on which the Contract was made.
- 4.4 In certain circumstances, the Seller may at its sole discretion allow the Buyer to pay by instalments. If any payment plan is agreed between the Buyer and the Seller a minimum of 25% of the Payment Price shall be paid within 14 days from the date of the Contract and the balance plus any Charges must be received no later than 21 days before and including the Departure Date (Instalments).
- 4.5 The Seller at its absolute discretion may require full or partial payment in advance at the time the Contract is made, particularly in the case of a late or Last Minute Booking. The Seller may also specify the method of payment in such circumstances. The Seller shall not be obligated to accept the booking if the Buyer does not comply with all of the Seller's requirements.
- 4.6 Time for payment of the Payment Price, Charges and Charges (as applicable) shall be of the essence.
- 4.7 If payment is not made at the time requested by the Seller in accordance with conditions 4.3, 4.4 or 4.5, the Seller may at its discretion terminate the Contract in whole or in part. If the Seller elects to terminate the Contract, it shall do so by giving notice in writing to the Buyer and the Seller shall be entitled to recover from the Buyer all costs, expenses, fees, penalties, damages, compensation and any other liabilities which it has incurred or incurs as a consequence of the termination.
- 4.8 The Buyer is responsible for any charges incurred in the payment process (Charges). A fee of 15 Euros is chargeable on all payments made by the Buyer unless the Seller advises otherwise.

#### 5. PRICE ADJUSTMENT:

- 5.1 The Seller reserves the right to increase the Payment Price up to a maximum sum equivalent to 15% of the Payment Price at any time prior to the Departure Date in the following circumstances:
- 5.1.1 to reflect an increase in the cost to the Seller due to any factor beyond the Seller's control, for example where fuel prices rise; or

- 5.1.2 to correct errors or omissions in the Contract.
- 5.2 The Seller shall, as soon as practicably possible, advise the Buyer of the increase in price (Revised Payment Price) and the Buyer shall have 5 days in which to confirm or cancel the Contract. The Seller's obligations under the Contract shall be suspended until confirmation is received from the Buyer that the Revised Payment Price is accepted.
- 5.3 If the Buyer fails to either accept or cancel the Contract within 5 days from being advised of the Revised Payment Price, the Buyer shall be deemed to have accepted the Revised Payment Price and the Seller shall proceed with the provision of the Services and the Buyer shall pay any additional sums due to the Seller under the Revised Payment Price immediately upon request.
- 5.4 All prices including the Payment Price are in Euros unless otherwise expressly stated by the Seller to the Buyer or as specified in these Terms and Conditions.
- 5.5 Any costs incurred in relation to currency conversion in relation to the Contract shall be met by the Buyer and the Buyer shall ensure that all payments and/or monetary transfers are received by the Seller in Euros.

## 6. SURF SERVICES:

- 6.1 The Seller shall agree with the Buyer the number of surf lessons to be provided at the Location at the time the Contract is made (Lesson(s)).
- 6.2 The Lessons shall be provided at the Location on behalf of the Seller by the Location's instructors (Instructors).
- 6.3 Due to safety reasons, unsuitable weather conditions, unavailability of Instructors or any other reason, the Seller or the Instructors may reschedule or cancel any Lesson without giving advance notice to the Buyer. The Seller or the Instructors will use reasonable endeavours to provide as much notice as possible, but the Buyer acknowledges that this may not always be possible and the notice may be minimal.
- 6.4 The Seller or Instructors may reschedule a Lesson to any reasonable alternative date and time by giving advance notice of at least 3 hours to the Buyer. If the Buyer does not attend when requested to do so by the Seller, the Seller shall be deemed to have fully provided the Lesson(s).
- 6.5 Where Lessons are cancelled due to adverse weather conditions or for safety reasons at the sole discretion of the Instructors, the Buyer shall not be entitled to a refund for the cost of the Lesson, however the Seller will use reasonable endeavours to provide theory lessons and/or other activities at the Location in substitution for the cancelled Lesson(s).
- 6.6 It is the Buyer's responsibility to attend the Lessons promptly and a Lesson will not be extended beyond its scheduled time if the Buyer is late. If the Buyer is more than 15 minutes late for a Lesson, the Instructor may cancel the Lesson and no refund shall be given.
- 6.7 The Seller offers a "Stand up or get your money back guarantee" (Guarantee) under which, if the Buyer is not able to stand up on the surf board within 10 hours of complete and fully participated in Lessons, then subject to conditions 6.8 and 6.10, it will receive, at the sole discretion of the Seller, either a refund of 40 Euros or unlimited free surf lessons until it is able to stand.
- 6.8 The Guarantee shall only be valid if the Buyer fully participates in and completes 10 hours of Lessons.
- 6.9 The Seller and the Staff reserve the right to photograph the Buyer during the provision of the Services and/or the Lessons. By taking part in a Lesson and/or being at the Location, the Buyer gives their full consent to such photographs being taken. The

Buyer agrees that the Seller may use such photographs for commercial, publicity and advertising purposes. Photographs may be available for purchase by anyone at the prices and on the terms specified at the Location. The Buyer has no right to any payment or fees in respect of any photographs sold and if any such rights should exist, the Buyer hereby waives them.

- 6.10 If the Buyer has a disability as defined under the Disability Discrimination Act 1995, then provided the Buyer gives the Seller a reasonable period of advance notice, the Seller will make reasonable adjustments to facilitate the Buyer's disability as far as possible, but due to the nature of the Services, the Buyer acknowledges that no guarantee can be given by the Seller as to what will be achievable.

## 7. EQUIPMENT:

- 7.1 The Seller and/or the staff at the Location (Staff) shall, at their sole discretion, provide surf equipment at the Location for the Buyer to use without charge (Equipment).
- 7.2 The Equipment shall be available outside of lesson time only; lesson time being the time period during which surf lessons take place and which will vary from day to day depending on weather, surf conditions and tides.
- 7.3 If the Buyer wishes to use the Equipment, it must provide the Seller and/or the Staff with a deposit and/or photographic ID on request.
- 7.4 The Equipment must be returned in the same condition it was when the Buyer received it and to the satisfaction of the Seller and/or the Staff.
- 7.5 Where the Seller and/or the Staff are unsatisfied with the condition of the Equipment returned by the Buyer, the Buyer shall on request and in any event before the Departure Date from the Location pay to the Seller and/or the Staff a sum equivalent to the cost of repairing or replacing the damaged Equipment as the Seller and/or the Staff considers necessary. The Seller may use the deposit provided in full or partial satisfaction of any monies owed by the Buyer.
- 7.6 The Buyer acknowledges that it is responsible for ensuring that the Equipment and any Personal Items it uses are fit for the purposes for which it intends to use them and that it shall use the Equipment and/or Personal Items in a safe and responsible manner at all times.
- 7.7 The Seller and/or the Staff shall accept no responsibility for loss, damage or harm caused to the Buyer, other persons, any property or the like as a result of the Buyer's use of the Equipment and/or Personal Items, unless such loss, damage or harm was caused by the negligence of the Seller and/or the Staff.
- 7.8 All personal equipment or possessions of the Buyer (Personal Items) are the Buyer's responsibility and are at the risk of the Buyer at all times. The Seller and/or the Staff shall accept no liability for the loss, damage or theft of any Personal Items.

## 8. RESPONSIBILITIES OF THE BUYER:

- 8.1 The Buyer is responsible for obtaining travel insurance with adequate insurance cover for their holiday at the Location and any activities which they intend to undertake during it and such insurance should be in place before the Departure Date.
- 8.2 The Buyer is responsible for organising and complying with any visa, immigration or other requirements in the country of the Location or which are necessary to travel to and from the Location and such should be in place before the Departure Date. The Seller shall not be liable for any loss suffered as a result of the Buyer's failure to do so.
- 8.3 The Buyer shall provide the Seller with copies of any documents in condition 8.1 and/or 8.2 on request.

- 8.4 By entering into a Contract with the Seller, the Buyer confirms to the Seller that it is able to swim well enough to undertake any Lessons, use the Equipment or Personal Items and/or to participate in any activities at the Location.
- 8.5 By entering into a Contract with the Seller, the Buyer confirms to the Seller that it is physically fit and knows of no health reasons which should prevent it or render it dangerous to undertake any Lessons, use the Equipment or Personal Items and/or to participate in any activities at the Location.
- 8.6 Where, after the Contract has been made, the Buyer becomes aware of a health problem or reason as to why it should not undertake the Lessons, use the Equipment or Personal Items and/or participate in any activities at the Location, it shall immediately inform the Seller in sufficient detail to enable the Seller to assess what amendments are required to the Lessons and whether, at the sole discretion of the Seller, it is possible to adapt the Lessons accordingly. Where the Buyer is unable to participate in the Lessons and wishes to cancel the Services, the provisions of Condition 3 shall apply.
- 8.7 The Buyer agrees that at all times it shall abide by all decisions of the Seller, the Staff and the Instructors.
- 8.8 The Buyer shall at all times act in an appropriate and acceptable manner and accept responsibility for their behaviour and the conduct of all members of their Group. The Seller reserves the right to terminate the provision of the Services should the behaviour of the Buyer, at the discretion of the Seller or the Staff threaten to cause or cause damage or harm to any persons, property or the like or seriously impair the enjoyment of other guests. No refund shall be given by the Seller. The Buyer (and their Group if they should choose to leave also) shall be responsible for any additional accommodation, travel or other costs incurred following termination of the provision of the Services. The Buyer shall immediately pay on request to the Seller a sum equivalent to any loss or damage caused at the Location. The Seller reserves the right not to accept any future bookings from the Buyer or the members of the Group or to cancel any existing bookings which the Buyer or the members of the Group may have.
- 8.9 At the Locations of Moliets, Carcans or Oyambre, subject to availability, a tent compartment and an air bed shall be provided by the Seller. The Buyer must pay a deposit of 25 Euros for these items to the Staff on arrival at the Location. The deposit shall be refunded at the end of the holiday only where the items are returned to the Seller and/or the Staff in a satisfactory condition at the sole discretion of the Seller and/or the Staff. The Buyer must bring bedding, cutlery and all other items it requires which shall not be provided by the Seller.
- 8.10 At all other Locations other than those specified in condition 8.9 camp bedding is provided by the Seller in addition to the items listed in condition 8.9 unless expressly stated by the Seller.
- 8.11 The Buyer acknowledges that the consumption of alcohol at some Locations may not be permitted and that the age limit for the consumption of alcohol may differ depending on the Location. Where alcohol consumption at the Location is permitted, the Buyer confirms it is of the appropriate age for alcohol consumption and accepts that it does so at its own risk and that it shall behave at all times in an appropriate manner pursuant to condition 8.8.
- 8.12 It is the Buyer's responsibility to provide the Seller with any valid and current contact details it has, including postal address, email address and telephone number.
- 8.13 Individuals under the age of 18 (Minor) shall only attend at a Location if accompanied by a parent, guardian or minder over the age of 18 who, by attending the Location with the Minor accepts full responsibility for the Minor's safety and behaviour.

9. LIABILITY:

- 9.1 The Seller shall not be responsible whether in contract or tort or otherwise howsoever for consequential loss or damage (which shall include loss of use or profits) caused by or arising out of the provision of the Services or for any other loss, damage or injury of any kind whatsoever.
- 9.2 If notwithstanding other provisions in these Terms and Conditions any liability attaches to the Seller, the Seller's liability to the Buyer arising out of or in connection with these Terms and Conditions or any Contract whether in contract, tort or otherwise in respect of any:
- (i) express or implied terms of the Contract between the Seller and the Buyer; or
  - (ii) any charges of any kind imposed on the Seller by law arising out of or in connection with the Contract; or
  - (iii) any defect in the supply of Services; or
  - (iv) any infringement of intellectual property rights; or
  - (v) any other loss howsoever arising out of these terms and conditions;
- shall be limited in aggregate to the Payment Price for any one event or a series of events.
- 9.3 Nothing in these terms and conditions shall exclude or limit the liability of the Seller for death or personal injury caused by the negligence of the Seller, or for fraud.

10. FORCE MAJEURE:

- 10.1 A force majeure event is any event beyond the reasonable control of the Seller, including an act of God. If the Seller is prevented or restricted from carrying out all or any of its obligations under the Contract and/or these terms and conditions by reason of any force majeure event, then the Seller shall be relieved of its obligations during the period that such an event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the Buyer is prevented from travelling or embarking on the provision of the Services by reason of a force majeure event, the Seller shall make an offer to the Buyer in accordance with condition 3.5.

11. NOTICES:

- 11.1 Any notices or communications to be served on either the Buyer or the Seller pursuant to the Contract shall be sent by registered 1st class post, commercial courier, e-mail or hand-delivered to the address of the other party as specified on the invoice, unless either party advises the other of an alternative address in writing.
- 11.2 A notice or communication hand-delivered by the Buyer to the Seller or vice versa shall be deemed served on actual receipt.
- 11.3 A notice or communication sent by 1st class post by the Buyer to the Seller shall be deemed served 10 days after the date of posting.
- 11.4 A notice or communication sent by 1st class post by the Seller to the Buyer shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 11.5 A notice or communication sent by commercial courier by the Buyer to the Seller shall be deemed served on the tenth day after posting, or on the date and at the time that the courier's delivery receipt is signed where that date is more than ten days after posting.
- 11.6 A notice or communication sent by commercial courier by the Seller to the Buyer shall be deemed served on the date and at the time that the courier's delivery receipt is

signed.

- 11.7 A notice sent by email to the email address of the relevant party shall be deemed to have been received at the time of successful transmission (or if transmission is not in business hours, at 9:00am in the place of receipt on the first business day following transmission).

12. DATA PROTECTION:

- 12.1 The Seller may keep and use personal details of the Buyer for the purpose of providing the Services for a period of 6 years unless otherwise required by law and thereafter may hold such for marketing and/or promotional purposes unless and until the Buyer requests in writing that their data be destroyed.

13. LAW AND JURISDICTION:

- 13.1 The Contract shall be subject to and interpreted in accordance with English law and the Buyer and Seller hereby irrevocably submit to the exclusive jurisdiction of the English Courts in all matters arising out of the Contract.

14. ASSIGNMENT:

- 14.1 The Buyer shall not assign, charge, deal with or subcontract any of its rights or obligations under the Contract.
- 14.2 The Seller shall be entitled to assign, charge, deal with or subcontract any of its rights under the Contract without giving notice to the Buyer.

15. VARIATION:

- 15.1 No variation of this agreement shall be effective unless it is in writing and expressly accepted by both parties.

16. SEVERENCE:

- 16.1 If any provision or part-provision of these terms and conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant condition, provision or part-provision shall be deemed deleted from the remaining conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

17. GENERAL:

- 17.1 Paragraph headings shall not affect the interpretation of these terms and conditions.
- 17.2 Any reference to a person under these terms and conditions shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and vice versa.

18. IMPRINT:

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8 New Fields, 2 Stinsford Road  
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