#### **BOOKING CONDITIONS**

All classes need to be booked via the website, email or by calling <u>08 9448 0004</u>. You must be able to demonstrate proof of booking or payment at the start of the lesson. Package classes or vouchers must be used within one calendar year of purchase. Failure of redeeming your lesson within that timeframe may result in forfeiture.

# **PAYMENT AND SECURITY POLICY**

When purchasing products from our Surf School, your financial details are passed through our secure server using the latest 128 - bit SSL (secure sockets layer) encryption technology and it is again encrypted using encryption algorithm, which is at least 64 - bit. 128 - bit SSL encryption is approximated to take at least one trillion, trillion years to break.

If you have any questions regarding our privacy policy, please contact us directly.

### **PRIVACY POLICY**

Our Surf School is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secure. We use this information to identify your orders and to provide you with further information about your surfing lessons or gift vouchers.

Our Surf School may use cookies to allow you to log in, maintain a shopping cart and to purchase items in your shopping cart. Cookies sent to your computer from Australia only last while you're browsing our website. We do not store persistent cookies on your computer.

# **CANCELLATION POLICY**

We surf in all weather and surf conditions providing it is safe. If the surf is too big, or the conditions unsafe, then we will reschedule the lesson. If we change the time and you are unable to come to the new lesson, then we will provide a refund.

We require a minimum of 48 hours notice for any booking cancellation. No refund will be issued if you cancel within 48 hours of your lesson, or fail to attend a booked lesson.

Please note: Changes/cancellations to bookings for Kid's <u>Programs</u> or Adult/Teens Holiday <u>Programs</u> must be made at least 48 hours prior to the **first lesson** of the program.

# **PARTICIPANT DECLARATION**

In consideration of Organisers accepting my application to participate in the Program, I acknowledge, understand and agree that:

- "Organisers" for the purposes of this declaration means the Surf School and includes, where the context so permits, Surfing Australia Ltd ("SA"), SA affiliated state surfing associations and their respective directors, officers, members, servants or agents.
- 2. Warning: Participating in the Program can be inherently dangerous. I understand the nature and requirements of the Program and acknowledge that serious accidents can and often do happen which may result in serious injury or even death. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
- 3. Physical Fitness: I must not participate in the Program if I have any injury, disability, medical or health condition that may increase the risk of injury unless I have told SA about it and they have authorised myself to participate. I declare that I am medically and physically fit and able to participate in the Program and I will immediately notify SA of any

change to my fitness and ability to participate. I understand and accept that SA will continue to rely on this declaration as evidence of my fitness and ability to participate.

- 4. Instructions: I will at all times comply with the instructions and safety procedures of SA.
- 5. Medical Treatment: If required, SA will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by SA and agree to meet all costs associated with such action.
- 6. Release & Indemnity: My participation in the Program is entirely at my own risk and I agree to:
  - Release and forever discharge SA from all liability and Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program;
  - b. Indemnify and hold harmless SA to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Program arising as a result of or in connection with my participation in the Program. In this clause 6 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in the sale of services under section 74 of the Trade Practices Act (1974) Cth and equivalent provisions contained in State sale of goods or fair trading legislation).
- 7. Identity: Photographic and or visual images taken by SA of my participation in the Program may be used for general promotion of SA activities.

8. Privacy: I understand that the information provided by me in this form is necessary for the operation of the Program. I acknowledge and agree that the information will only be used for the objects of SA and to

provide me with information pertaining to the Program and SA activities. I understand that I will be able to access my information through SA upon request. If the information is not provided I might not be permitted to participate in the Program.

I have read, understood, acknowledge and agree to the following declaration including the warning, release and indemnity.

### **PRIVACY ADDENDUM**

We may use third-party service providers such as TripAdvisor to process your personal information on our behalf. For example, we may share some information about you with these third parties so that they can contact you directly by email (for example, to obtain post-visit reviews about your experience).