

## TERMS AND CONDITIONS

### **The Booking**

When booking a Fitness or surfing holiday, a contract is made between Ohana Surf & Fitness and the customer. We will send you a confirmation in writing of the booking and a deposit will need to be paid at the time of booking. The person that sends or emails the booking form accepts responsibility for payment for all guests listed on the booking and is responsible for ensuring that all other parties listed on the booking form have read our Terms and Conditions of Business. They must also be aware of our booking details. Ohana Surf & Fitness does not accept any liability for any loss caused by failure to complete the declaration.

### **Changing Your Booking**

Ohana Surf & Fitness will try to arrange any changes requested after the booking has been confirmed, providing it is more than 28 days before your arrival date/ start date of Surf or Fitness sessions. After this time changes can be made but might have an extra charge and are subject to availability.

### **Cancellations**

All cancellations must be sent in writing and will be effective on the date which they are received and confirmed by Ohana Surf & Fitness.

Cancellation charges are payable as follows:

Over 48 Days before your arrival

Percentage of total cost payable : deposit only

30-47 Days before your arrival

Percentage of total cost payable : 50% of total cost

21-29 Days Days before your arrival

Percentage of total cost payable: 75% of total cost

Under 21 Days before your arrival

Percentage of total cost payable : 100% of total cost

We do however advise all our customers to take out personal travel insurance. Any cancellation costs

you might then have should be covered by your insurance.

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### **Payment**

Upon making a Booking, a 50 % Deposit will be requested to confirm the reservation. The outstanding payment is then due 6 weeks before arrival. If the booking is made less than 6 weeks before arrival, the full payment must be made at the time of booking.

### **Prices**

Prices printed on our website and booking form is valid at the time of publication. Ohana Surf & Fitness reserves the right to increase or reduce any of these printed prices any time after publication. Any changes will be made clear at the time of booking.

### **Accommodation**

Ohana Surf & Fitness accepts no responsibility for any accommodation booked through us and cannot be held responsible for any aspect of or problems arising from accommodation arrangements. This agreement is between you (the customer) and the local accommodation we have arranged for you. We will however try to assist you as best as we can and if we can help you out with any problem arising we will certainly do so.

### **Surf & Fitness Participation and Liability**

The activity of surfing and fitness carries with it a degree of risk both to people and property, even if enjoyed under proper supervision by qualified instructors and coaches. They are also strenuous activities that require those taking part to have a reasonable standard of swimming and fitness where applicable. If you have selected an activity and you have pre-existing health issues, then please check with your doctor that you are sufficiently fit and healthy to undertake the class or other physical activity you have chosen. If you experience discomfort or injury during the activity organised for you, then you must immediately consult a member of the staff immediately.

All participants must be able to swim at least 25 metres (for surfing activities) and must under no circumstance be under the influence of alcohol, drugs or medication at the time of the lessons, which may adversely affect their physical abilities. If for any reason one of the instructors or coaches feel you are under the influence, he/she may deny you to attend the surf or fitness session

All participants must agree to abide to all instructions and decisions that Ohana Surf & Fitness makes in order to secure the safety and comfort from all participants.

Ohana Surf & Fitness its directors, collaborators, partners and employees are free from any liability of injury, loss or damage to personal property associated with activities participated in any events.

### **Surf and Fitness Conditions**

In the rare event that Ohana Surf & Fitness considers sea or weather conditions to be unsuitable for surf or fitness instruction, we will do our best to make alternative arrangements or reschedule a session if possible. In all other circumstances, we reserve the right to issue refunds or credit vouchers at our sole discretion. If a voucher is issued, it can be used within two years from the date of the cancelled session. Any sessions owed must be booked in advance and are subject to availability.

### **Force Majeure**

We cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.