

**Flyin'Surf School terms and conditions** - Please ensure you and all course participants have read and understood these terms and conditions, if you have any questions then please ask us or call us for clarification.

### **The Booking**

Your contract is with Flyin'Surf in Essaouira (hereinafter called 'we' or 'us'). The registration document forms the basis of your contract with us. When booking a course / lesson or rental, a contract is made when we confirm the booking in writing. The person making the booking and signing the registration form (hereinafter called 'you' or 'the client') accepts responsibility for payment on behalf of everyone listed on the registration form. You are also responsible for ensuring that all persons listed on the registration form have read and understood these booking terms and conditions. We do not accept any liability for any loss caused by failure to complete the registration form.

### **Insurance**

Flyin'Surf has contracted a Civil Liability insurance (AXA contract No. 8302024300478) and a multi-risk insurance (AXA contract No. 8302024200477) that covers its premises. The terms are available to clients upon request. Flyin' Surf insurance do not cover clients for their participation in Flyin' Surf Water Sports courses / lessons or rental. All clients must have a health insurance and repatriation assistance insurance. Client can take an optional insurance coverage with Flyin'Surf insurance partner AXA which start 24h after subscription and will be valid for the entire stay. The aim of this optional coverage is only for initial transportation cost to the closest health facility and initially diagnostic within the following limitations: in case of client accident during water sport lesson with Flyin' Surf, Transport costs (by Ambulance) will be a maximum of 300 MAD, Medical, Pharmaceutical, Surgical and hospitalization will be covered to a maximum of 5000 MAD, Permanent Total Disability: 50000 MAD, Death: 50000MAD. The above optional insurance does not replace your mandatory health insurance and repatriation assistance insurance.

### **Material damages**

Clients are responsible for the material used during the lessons or rental. It is agreed that in case Lite and Wing tear up to 20 cm, client is required to pay a compensation of 45€ for repair. In case of tears above 20cm, client will be required to pay 80% of the brand-new value of the damaged material such as kite or wing. In case of broken or lost kite, wing or board, client must be paid at 80% of the brand-new value.

### **Payments & Discounts**

Unless otherwise stated, a deposit of 50% of the booking amount per person is required at the time of booking. The balance is due two weeks before the course / lesson start date. If you book less than two weeks before the start date, then the full amount must be paid at the time of booking. We reserve the right to re-allocate / cancel the place if payment is not done in due time. If you are using family or group discount, then all participants must be paid for in full at the time of booking.

### **Changing your booking**

We will make every effort to accommodate changes to your booking, but any change is subject to the availability of course / lesson places. If you or anyone in your group cannot take part on a course you may transfer the booking to another person, however, you must inform us of the new person's name and ensure a completed booking form is signed and returned to us prior to the course / lesson start date.

### **Cancellations**

Should you or any named person on the reservation form need to cancel a course / lesson, then we must be notified in writing by the person making the booking. On the date we receive this notification we will try to re-book the place, if we are successful, we will make a full refund minus the received deposit. If we are unsuccessful in re-booking your course / lesson due to short notice, then we shall issue you with a credit note valid for up to twelve months. Please note that your travel insurance may provide a full refund, and we recommend that all clients have a suitable insurance policy prior to booking.

### **Course participation and liability**

All Water Sports activities carry a certain degree of risk both to people and property, even if enjoyed under proper supervision. Water Sports activities requires those taking part to have a reasonable level of swimming ability (25 meters minimum) and a reasonable level of fitness. You must make us aware of any medical conditions, illnesses, disabilities or allergies you have and of any medication you are taking on the registration form at the time of booking. For course participants under 18 years old it is the responsibility of the parent or guardian to inform us of this information. You should not participate in any Water Sports course or rental if you are suffering from a heart condition or any other injury or illness which may affect your physical ability. You must not take part if you are pregnant. You must not be under the influence of any alcohol or illegal drugs. You must not be under the influence of any medication which may affect your physical abilities. You must agree to abide by all instructions and decisions that we make in order to secure a safe learning environment for all participants. We provide all equipment required for your course / lesson and we take all reasonable measures to ensure the safety and good condition of this equipment, however, you are responsible for reporting any damage caused to the equipment during your possession. We assume no liability in respect of personal injury, loss, damage, consequential loss or third-party claims which may occur during the practice of Water Sports activities.

### **Under 18's**

All children aged eighteen or under must have a parent or guardian close by for the duration of the course / lesson. A parent or guardian may be participating in the lesson, waiting on the beach or waiting in the car-park.

### **Surf Conditions**

In the event that we consider the surf or weather conditions to be unsuitable for surf instruction, we will issue a credit voucher for any lessons we cancel. Credit vouchers are valid for twelve months. To use your credit voucher you must book your course / lesson and complete a new reservation form, enclosing your voucher.

### **Accuracy**

Whilst every effort is made to ensure the accuracy of provided information on our website, or at our school, it is intended only as a guide to the services we provide. We are relieved of any liability due to any errors, omissions or discrepancies between the content and the service.

### **Law and Jurisdiction**

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