

Lessons and Vouchers Terms & Conditions

Section 1 - Booking and scheduling lessons

1.1 - Bookings are only confirmed once a payment has been made and a confirmation email sent.

Bookings cannot be reserved without payment. It is the responsibility of the student to ensure they have scheduled the lessons in their account when booking multiple lessons.

1.2 - The Kitesurf Centre's teaching season runs from April 1st to October 31st each year. Where extra dates may be added at The Kitesurf Centre's discretion, The Kitesurf Centre will advertise these dates via their website and online booking system.

1.3 - All lessons have an expiry date limited to the end of the teaching season within which they are purchased. It is the customer's responsibility to ensure that they have booked their lessons before the expiry date. For example, A lesson booked on April 1st 2020, must be booked and taught by the 31st of October 2020.

1.3.1 - Any lessons purchased in the "off-season" November to March will be granted an expiry set as October 31st of the upcoming teaching season. For example, a lesson booked on November 15th 2020 will have expire on October 31st 2021.

1.4 - All vouchers purchased are valid for 12 months from the date of purchase.

1.5 - Vouchers and lessons that have exceeded the expiry date will not be extended.

1.6 - Students are required to notify The Kitesurf Centre at the time of booking the course of any medical condition suffered by them that may be relevant to the activity, and which could be considered a risk to their or others health and safety. All information given will be treated with strict confidentiality. Any misinformation will void the partakers insurance cover for which The Kitesurf Centre will not be held accountable.

Section 2 - Provision of services

2.1 - All decisions regarding the running or cancellation of any course are at the absolute discretion of The Kitesurf Centre whose decision shall be final.

2.2 - The student must accept that all courses are weather dependent and that this may adversely affect your course. If in the judgement of The Kitesurf Centre a course is unable to start, or has to stop early due to weather conditions or for any reason where safety could be compromised, a lesson credit or voucher will be provided in respect of any time owed to them by The Kitesurf Centre; a refund will not be an option.

2.2.1 - All lesson credits and vouchers are valid until the end of the teaching season within which they are purchased (see section 1) ; this allows sufficient opportunity for rescheduling. Where weekend availability is limited, we often have weekday spaces available. The student should contact the centre for assistance transferring lesson credits between weekend and weekday bookings as needed.

2.2.2 - For any lessons postponed by The Kitesurf Centre due to undesirable weather within the months September and October, The Kitesurf Centre will extend the booking validity to May 31st of the next season to allow sufficient opportunity for rebooking if a date cannot be rescheduled by October 31st of the same year. Extensions of this nature will only be applied once per booking. For example, a lesson with an expiry date of October 31st 2020 that is postponed on September 3rd 2020 due to excessive wind speeds must first try to reschedule the lesson by October 31st 2020, but will be granted an extension to May 31st 2021 if there is no availability in the schedule to accommodate them.

2.2.3 - It is the student's responsibility to contact the centre or login to their booking account to reschedule the course within it's period of validity. Lessons that are allowed to expire by the student will not be extended.

2.4 -The Kitesurf Centre's course outlines are just a guide and it has to be accepted that everyone progresses at different rates. Along with possible changing weather conditions, unique rates of progression may have an effect on the course structure. It is down to The Kitesurf Centre's staff to make the decision on any given day how the course is run which will always have the groups / individuals best interests taken into consideration. No courses guarantee a level of attainment. We work towards these in accordance with clients abilities and individual learning styles.

2.5 - If a group course is booked and only 1 person is booked on, The Kitesurf Centre reserve the right to run the session as a '1-2-1' individual lesson of the equivalent monetary value.

2.6 - Students must be aware that power kite sports are potentially dangerous and are undertaken entirely at the student's own risk. By booking onto a course and signing the activity waiver, the student confirms that he/she has read, understood and accepts these Terms & Conditions.

2.7 - The Kitesurf Centre will provide tuition, insurance and all kite sports/SUP equipment, and waterwear (wetsuit, harness, PFD and helmet) required for the student to undertake the course. Any student wanting to use their own equipment on a lesson must hold their own 3rd party liability insurance. This may be purchased via the British Kite Sports Association as a part of their membership scheme.

2.8 - Children 16 years old and under must be accompanied by an adult; the parent or guardian is expected to stay in the vicinity for the duration of the course.

2.9 - The Kitesurf Centre reserve the right to use any photos taken during the lessons (excepting minors, whose photos shall not be taken.) The images will not be sold onto a 3rd party. If you feel uncomfortable with a photo being taken on your lesson, please advise your instructor.

2.10 - The Kitesurf Centre reserves the right to update the services it provides at any time. Changes to prices, durations and structures may occur between teaching seasons as we aim to improve our services. Any student carrying lesson credits or vouchers between two teaching seasons may redeem the monetary value of their lesson credit/voucher against the updated service. If there is a difference in service cost, this must be paid by the customer to access the service. In cases where service adjustments result in a lower costing service, The Kitesurf Centre will provide a voucher to the customer which they may use on any service. The voucher expiry date will match the expiry date of the booking from which this voucher has been raised.

Section 3 - Location

3.1 - The Kitesurf Centre provides its kite sports services on the East Sussex and Kent coast and provides its Stand Up Paddleboarding services on the East Sussex coast and inland waterways of East Sussex and Kent. The choice of location for lessons or hire belongs solely to The Kitesurf Centre, whose decision is final. This decision is made by instructors and centre manager within 24hrs of the lesson start time to ensure the safe provision of lessons and hire in relation to the most recent weather forecast.

3.2 Students booking onto a kite sports or stand up paddle boarding lesson or hire are responsible for their own transport. All students booked onto lessons and hire should prepare a suitable and flexible method of transport to ensure that they can arrive on time for their lesson or hire. Lessons are run to a strict start time and tardiness by the student will result in a loss of lesson time.

Section 4 - Rescheduling & Cancellations

4.1 - If the student is unhappy with The Kitesurf Centre's terms and conditions of booking, they can contact The Kitesurf Centre and request a refund within 48 hours of the booking confirmation, provided that they have not scheduled a lesson slot within the next 3 days from the point they created the booking. Within 3 days of the scheduled lesson, refunds will not be given. Bookings cancelled within the 48 hour period following the transaction will incur a 3% card handler fee incurred by The Kitesurf Centre while processing the transaction.

4.1.1 - Any cancellations after this 48 hour window are not refundable, however the booker may transfer their lesson credit to another person.

4.2 - The student may reschedule the booking at any time up to 14 days prior to the course start date by logging into their booking account to arrange an alternative date. Cancellations and refunds/rescheduling within 14 days of the course are at the discretion of The Kitesurf Centre.

4.2.1 - If the student wishes to reschedule a booking within 14 days of the course start date they will be credited with the amount due to them minus a minimum administrative charge of £25 per person.

4.2.2 - Within 7 days, any schedule changes initiated by the student will incur a charge amounting to 50% of the booking. Once paid, they will be able to access and reschedule their lesson. A refund will not be granted on cancellations within 7 days.

4.2.3 - If the student wishes to cancel or reschedule a booking within 72 hours of a booking's start time, their lesson will be forfeit and payment will not be refunded.

4.2.4 - If the lesson slot is booked by another customer, short notice cancellation charges listed in sections 4.2.2 and 4.2.3 will be reduced to the £25 admin fee only.

4.2.5 - Group activity bookings with 6 participants or more are held to a 30 day notice period. The group must notify the centre if they wish to cancel or reschedule their booking more than 30 days before their scheduled session date. If the group have scheduled multiple consecutive dates, this term is marked by the date of the first session. Cancellations within the 30 day period will incur a charge equal to 50% of the total booking; cancellations within a 14 day period will not be refunded unless the scheduled lesson slots are filled by another party.

4.3 - Students booked onto a course will be charged full payment, regardless of whether subsequently the student completes the course. If a student leaves the lesson while the instructor deems the conditions fit to run the course, the student forfeits their lesson time and no refund will be given. If a student cancels on the day or does not show up, they are charged in full for that booking.

4.4 – The Kitesurf Centre operates a zero-tolerance policy for alcohol and illegal substances. If The Kitesurf Centre team have reason to suspect that any participant is under the influence of alcohol or illegal drugs, their lesson will be stopped, and the lesson fee will not be refunded. Only if the participant can provide evidence that they have zero alcohol or illegal drugs in their system may the lesson continue up to the scheduled lesson end time. The onus is on the participant to provide their own alcohol or drugs test from a reputable supplier.

4.4 - Any refund agreed for either lessons or vouchers will incur a minimum £25 administrative charge. For bookings valued over £999 a 5% administrative fee will be deducted from the refund.

4.5 - Instructor Training Courses are a non-refundable booking and require a minimum of 3 weeks' notice to receive full course credit to reschedule to another date. Any cancellations made within 2-3 weeks of the course start date will receive a 50% credit to reschedule to another date. Cancellations made within 2 weeks of course start date will lose all course credit value.

Section 5 - COVID-19 Clause

5.1 - Rescheduling within 7 days related to COVID-19 will only be accepted under the following circumstances:

- The UK government places restrictions on movement / group gatherings / travel within the UK.

5.2 - Rescheduling within 72 hours of a lesson will incur the full lesson fee charge. If we are able to find a student to take the lesson place, this fee will be waived.

5.3 - Students whose bookings are postponed by The Kitesurf Centre following government restrictions related to COVID-19 will receive 3 month extension so that they may reschedule within the current or following season. An extension of this nature will only be granted once per booking. *(Since March 29th 2021 there has been no further precedent for this).*

Change log - 24th Feb 2022: Section 5 - COVID-19 Clause and COVID-19 Management Policy updated in line with changes to laws and government guidance surrounding COVID-19. As of the 24th February 2022, there is no longer a legal requirement to self-isolate after testing positive for COVID-19, though it is still advised to do so.

Change log – 10th Jan 2023: Clause 4.4 - We're amazed we have to remind people this; kitesurfing is an extreme sport and alcohol consumption, or illegal substance use before a lesson is prohibited. If we have reason to suspect that you are not in zero alcohol/ zero substance state, the lesson will stop, and you will not be refunded.

Equipment Hire Terms & Conditions

Section 1 – Booking and scheduling hire

1.1 - Bookings are only confirmed once a payment has been made and a confirmation email sent.

Bookings cannot be reserved without payment. It is the responsibility of the student to ensure they have scheduled the hires in their account when booking multiple hires.

1.2 - The Kitesurf Centre's operating season runs from April 1st to October 31st each year. Where extra dates may be added at The Kitesurf Centre's discretion, The Kitesurf Centre will advertise these dates via their website and online booking system.

1.3 - All hires have an expiry date limited to the end of the operating season within which they are purchased. It is the customer's responsibility to ensure that they have booked their hires before the expiry date. For example, A hire booked on April 1st 2020, must be booked and used by the 31st of October 2020.

1.3.1 - Any hires purchased in the "off-season" November to March will be granted an expiry set as October 31st of the upcoming teaching season. For example, a lesson booked on November 15th 2020 will have an expire on October 31st 2021.

1.4 - Hires that have exceeded the expiry date will not be extended.

1.5 - Hire can be arranged at an hourly or daily rate. If the equipment is rented for more than 3 hours the cost will not exceed the daily rate. During the hourly rate, charges will be rounded to the nearest 15mins (e.g. If kit is hired out for 1 hour 20 minutes, the participant will be charged for 1 hour 15 minutes).

1.5.1 - When taking items offsite, travel time is included in the chargeable hire time. Hire time starts when equipment is handed over to the customer and ends when equipment is handed back to The Kitesurf Centre. This definition marks the period of time in which the equipment can no longer be used by The Kitesurf Centre for any other service or customer.

1.5.2 - The Kitesurf Centre will specify a time by which all equipment must be returned; we require all equipment to be returned 1 hour before closure and within daylight hours so that it is possible to inspect it upon return. If equipment is returned after the given return time, a £25 fee will be charged on the first hours delay and a full day hire will be charged for any delay over 1 hour of the given return time.

1.6 – Customers must be aware that kite sports and water sports are potentially dangerous and are undertaken entirely at the customers own risk. By booking onto a hire session and signing the activity waiver, the customer confirms that he/she has read, understood and accepts these Terms & Conditions.

1.7 – The Kitesurf Centre reserve the right to use any photos taken during the hire (excepting minors, whose photos shall not be taken.) The images will not be sold onto a 3rd party. If you feel uncomfortable with a photo being taken, please advise a member of The Kitesurf Centre staff.

1.8 – The Kitesurf Centre reserves the right to update the services it provides at any time. Changes to prices, durations and structures may occur between teaching seasons as we aim to improve our services. Any customer carrying hire credits or vouchers between two teaching seasons may redeem the monetary value of their lesson credit/voucher against the updated service. If there is a difference in service cost, this must be paid by the customer to access the service. In cases where service adjustments result in a lower costing service, The Kitesurf Centre will provide a voucher to the customer which they may use on any service within 12 months of the voucher issue date.

Section 2 – Provision of services - General

2.1 - All equipment hire provided by The Kitesurf Centre is unsupervised. By taking hire equipment, the customer assures The Kitesurf Centre that they have sufficient skill, experience and knowledge to act as a safe and competent member of the kite sports and water sports community who does not require the supervision and guidance of an instructor.

2.1.1 - Participants under 18 must be supervised by a parent or guardian throughout the hire session. The Kitesurf Centre will not hire to anyone under 12 years of age.

2.1.2 - The Kitesurf Centre will take reasonable measures to assess the relevant sporting knowledge expected from a competent participant of the sport. When possible, we ask that the customer provide BKSA or IKO certification. If this is not possible, a verbal assessment will be completed before the hire can

commence. If the instructor assessing the rider states that their level is insufficient, they will not be able to continue hiring until further lessons are completed and their riding level is signed off by a BKSA instructor.

2.1.3 - If a member of The Kitesurf Centre staff witnesses actions made by the customer that are unsafe and pose risk towards third parties, surrounding properties, the customer or hire equipment, The Kitesurf Centre reserve the right to stop the hire session with immediate effect.

2.1.4 - It is the responsibility of the customer to ensure that the equipment is set up correctly and that all pre-launch checks have been made.

2.2 – The customer must accept that all hire options are weather dependent and that this may adversely affect your hire session. If in the judgement of The Kitesurf Centre an equipment hire is unable to start, or has to stop early due to weather conditions or for any reason where safety could be compromised, a hire credit or voucher will be provided in respect of any time owed to them by The Kitesurf Centre.

2.2.1 – All hire credits are valid until the end of the operating season within which they are purchased (see section 1) ; this allows sufficient opportunity for rescheduling. Where weekend availability is limited, we often have weekday spaces available.

2.2.2 - For any hire postponed by The Kitesurf Centre due to undesirable weather within the months September and October, The Kitesurf Centre will extend the booking validity to May 31st of the next season allow sufficient opportunity for rebooking if a date cannot be rescheduled by October 31st of the same year. Extensions of this nature will only be applied once per booking. For example, a hire with an expiry date of October 31st 2020 that is postponed on September 3rd due to excessive wind speeds must first try to reschedule the hire by October 31st 2020, but will be granted an extension to May 31st 2021 if there is no availability in the schedule to accommodate them.

2.2.3 – It is the customers responsibility to contact the centre or login to their booking account to reschedule the hire session within it's period of validity.

2.3 – All decisions regarding the weather parameters for any equipment hire are at the absolute discretion of The Kitesurf Centre whose decision shall be final. By participating in equipment hire, the customer agrees to participate in the hire only within the sport specific parameters listed within sections 3, 4 and 5 and acknowledges that they must stop the activity when weather conditions are not within the stated parameters. If the customer chooses to continue the activity outside of the stated parameters they will be breaching the terms of use.

2.4 - The Kitesurf Centre accepts no responsibility for damage or injury to the customer, third parties or property whilst the customer is using equipment for unsupervised hire.

2.4.1 - Customers must hold their own third party liability and personal accident insurance as you are not covered by The Kitesurf Centre's insurance policy whilst participating in unsupervised hire.

Section 3 – Sport specific parameters and provisions - Kitesurfing equipment

3.1 - Kitesurfing hire is permitted within 8-25knots average wind with 20% gust range (maximum 30 knots gusts).

3.1.1 - Kitesurfing hire is not permitted in offshore wind, when the wind speed exceeds 25knots average + 20% gust range or if lightning is present.

3.2 - Helmets and Buoyancy Aids must be worn on all rentals. If you do not wear the protective and flotation gear provided, no liability will fall upon The Kitesurf Centre in the event of any accident or serious injury occurring.

3.3 - All launching and landing must be done at least 50m away from the rocks/hazards.

3.4 - The Kitesurf Centre's staff will advise on the best equipment sizing for the given conditions but it is down to the customer, as a competent and independent rider, to make the final decision for which The Kitesurf Centre cannot be held responsible. If weather conditions change through the period of hire, the customer may return to the centre to exchange equipment size for a more appropriate selection.

3.5 - A full set of kitesurfing equipment consists of 1 Kite, 1 bar, 1 board and 1 pump. A wetsuit, harness, buoyancy aid and helmet will be provided at no extra cost and the customer may choose to use their own waterwear. If the customer wishes to take multiple sizes of kite or board, these will be charged per item. The customer may return to the centre at any point during the hire to exchange one item of equipment for another size, more suitable for the weather conditions, at no extra charge.

Section 4 – Sport specific parameters and provisions - Kitebuggy & Landboarding equipment

4.1 - Kitebuggy and kite landboard hire is permitted within 8-25knots average wind with 20% gust range (maximum 30 knots gusts).

4.1.1 - Kitebuggy and kite landboard hire is not permitted when the wind speed exceeds 25knots average + 20% gust range or if lightning is present.

4.2 - Helmets must be worn on all rentals. If you do not wear the protective gear provided, no liability will fall upon The Kitesurf Centre in the event of any accident or serious injury occurring.

4.3 - All launching and landing must be done at least 50m away from the rocks/hazards.

4.4 - The Kitesurf Centre's staff will advise on the best equipment sizing for the given conditions but it is down to the customer, as a competent and independent rider, to make the final decision for which The Kitesurf Centre cannot be held responsible. If weather conditions change through the period of hire, the customer may return to the centre to exchange equipment size for a more appropriate selection.

4.5 - A full set of kitesurfing equipment consists of 1 Kite, 1 bar and 1 board or buggy. A helmet will be provided at no extra cost and the customer may choose to use their own. If the customer wishes to take multiple sizes of kite or to take both a buggy and a board, these will be charged per item. The customer may return to the centre at any point during the hire to exchange one item of equipment for another size, more suitable for the weather conditions, at no extra charge.

Section 5 – Sport specific parameters and provisions - Stand Up Paddleboards & Kayaks

5.1 - SUP hire is permitted on the coast in onshore and cross-shore winds only within 12knots average wind speed. On sheltered river routes, the wind speed limit is raised to 17 knots.

5.1.1. SUP hire is not permitted at the coast in offshore winds or in wind speeds that exceed those listed above.

5.2 - Buoyancy Aids must be worn on all rentals. If you do not wear the flotation gear provided, no liability will fall upon The Kitesurf Centre in the event of any accident or serious injury occurring.

5.3 - A full set of SUP/Kayak equipment consists of 1 SUP board or kayak, 1 paddle, and 1 pump (if required for offsite hire). A wetsuit and buoyancy aid will be provided at no extra cost and the customer may choose to use their own waterwear. If the customer wishes to take multiple of any item, these will be charged per item. The customer may return to the centre at any point during the hire to exchange one item of equipment for another size at no extra charge.

Section 6 - Equipment condition

6.1 - The Kitesurf Centre performs regular checks on all hire equipment. Weekly checks and services are performed on all equipment regardless of the volume of use and all equipment is inspected and serviced after each use to ensure it is fit for the next use.

6.2 - The customer is fully responsible for the equipment from the moment they obtain it; if it is lost, the cost of a replacement will be charged. It is at The Kitesurf Centre's discretion to charge the full price for a replacement or professional repair cost and depreciation of any damaged equipment during the hire of equipment.

6.3 - The customer must return equipment in the same condition that it was handed to them. When taking hire equipment, the customer agrees to the following actions to ensure that the equipment is suitably maintained throughout its use;

6.3.1- The customer will not leave the kite set up and flapping on the beach for longer than 10mins. The kite must be suitably weighed down with either sand or a weighted bag. Stones must not be placed directly on the kite as they will damage the canopy.

6.3.2 - The customer will secure their harness leash to the kite during pumping and carrying to prevent an escaping kite.

6.3.3 - The customer will pack the kite and bar correctly, replicating the state that it was handed to them. It is acceptable that kites may be returned wet, however kites that are coated in sand are not acceptable and the customer should remove sand from the kite before returning it.

6.3.4 - The customer must carry equipment, never dragging it, across terrain.

Section 7 – Location

7.1 – The Kitesurf Centre provides its kite sports services on the East Sussex and Kent coast and provides its Stand Up Paddleboarding services on the East Sussex coast and inland waterways of East Sussex and Kent. The choice of location for hire belongs solely to The Kitesurf Centre, whose decision is final. This decision is made by instructors and centre manager within 24hrs of the hire start time to ensure the safe provision of hire in relation to the most recent weather forecast.

7.1.1 - Equipment may only be taken offsite with the approval of The Kitesurf Centre and may only be taken to an agreed destination that has been deemed safe for use in relation to the weather conditions.

7.1.2 - The customer will provide the registration number of the vehicle used to transport the equipment offsite.

7.2 - Customers booking onto a kite sports or stand up paddle boarding hire are responsible for their own transport. All customers booked onto hire should prepare a suitable and flexible method of transport to ensure that they can arrive on time for their hire. Hire is run to a strict start time and tardiness by the customer will result in a loss of hire time.

Section 8 – Rescheduling & Cancellations

8.1 - If the booker/student is unhappy with The Kitesurf Centre's terms and conditions of booking, they can contact The Kitesurf Centre and request a full refund via email within 48 hours of the booking confirmation. Any cancellations after this 48 hour window will incur a minimum £25 administrative charge. For bookings valued over £999 a 5% administrative fee will be deducted from the refund.

8.2 - The customer may reschedule the booking at any time up to 14 days prior to the course start date by logging into their booking account to arrange an alternative date. Cancellations and refunds/re-booking within 7 days of the course are at the discretion of The Kitesurf Centre and the customer must call or email to arrange this.

8.2.1 – If the customer wishes to reschedule a booking within 24 hours of the hire start date, any schedule changes will incur a charge amounting to 25% of the booking.

8.2.2 – If the customer wishes to reschedule a booking within 12 hours of the hire start date, any schedule changes will incur a charge amounting to 50% of the booking.

8.2.3 – If the customer does not attend their scheduled hire, they are a no-show on the scheduled time, the hire will be forfeit and payment will not be refunded.

8.2.4 – If the hire slot is booked by another customer, short notice cancellation charges listed in sections 8.2.1 and 8.2.2 will be reduced to the £25 admin fee only.

8.2.5 – Group hire bookings with 6 participants or more are held to a 14 day cancellation notice period. The group must notify the centre if they wish to cancel or reschedule their booking more than 14 days before their scheduled session date. If the group have scheduled multiple consecutive dates, this term is marked by the date of the first session. Cancellations within the 14 day period will incur a charge equal to 50% of the total booking; cancellations within a 14 day period will not be refunded unless the scheduled slots are filled by another party.

8.3 – The Kitesurf Centre operates a zero-tolerance policy for alcohol and illegal substances. If The Kitesurf Centre team have reason to suspect that any participant is under the influence of alcohol or illegal drugs, their lesson will be stopped, and the lesson fee will not be refunded. Only if the participant can provide evidence that they have zero alcohol or illegal drugs in their system may the lesson continue up to the scheduled lesson end time. The onus is on the participant to provide their own alcohol or drug test from a reputable supplier.

8.4 – Any refund agreed for either hire or vouchers will incur a minimum £25 administrative charge. For bookings valued over £999 a 5% administrative charge will be deducted from the refund.

