TERMS & CONDITIONS

Surf School Services

In consideration of the acceptance of my offer to participate in lessons or other activity at the House of Surf, I have read, understood, approved and agree to the following terms and conditions:

I / my dependent (as legal guardian) accept that the sport of surfing/paddleboarding and all other ocean activities carries with it some degree of risk both to the person and property including the possibility of loss of life. Knowing the risk involved, I still wish to register for lessons or other activity with the House of Surf and so expressly agree to assume the risk of injury or damage while participating in this activity.

I release, waive and hold harmless the House of Surf, its officers, agents and/or employees from all claims, losses, damages or expenses during or in conjunction with my participation in the House of Surf, including any claims for damage caused by the negligence of the House of Surf, its officers, agents and/or employees, together with any cost including legal fees that may be incurred as a result of any such claims, losses, damages or expenses whether valid or not.

I also indemnify the House of Surf, its officers, agents and/or its employees against all claims losses damages, expenses or claim that any one or more of their executors, administrators, heirs, next of kin, successors or assignees may have and against any costs including legal fees that may be incurred as a result of any such claims, losses damages or expenses whether valid or not.

If I am not a resident of New Zealand, I declare that I will not avoid Conditions (2) or (3) by commencing any legal action in another country.

I declare and confirm that I am physically fit, can swim in the ocean and have no conditions or injury that could be affected by this activity.

I hereby consent to receive medical treatment which may be deemed necessary by the House of Surf in the case of injury, accident or illness during the course of undertaking a surfing lesson and also agree to indemnify the House of Surf in the respect of such medical treatment. I accept responsibility for the equipment, including but not limited to surfboard paddle board, wetsuit and rash shirt in which the House of Surf has allocated to me. I hereby agree to pay for all repairs or replacement in such case of damage or loss.

I agree that any photographs, films, sound or other recording of my surfing lessons or other activity with the House of Surf will not be used in any promotion or advertising without the prior consent of the House of Surf. I also agree the company itself may use such images or recordings as it deems fit without any prior consent.

I agree that this agreement shall be governed in all respect by and in accordance with the laws of New Zealand.

I understand that the House of Surf may send me promotional emails from time to time and that I may unsubscribe, if I no longer wish to receive them.

Cancellation / Rescheduling Policy

Any Surf Lessons require 5 days notice for any refunds. Canceling within 5 days of booking – the House of Surf may offer to reschedule your booked event at our discretion based on type of booking, costs incurred and future service availability. If notice of 5 days is given the House of Surf can reschedule for you at no cost, alternatively 50% refund is issued. If 10 days or more notice of cancellation is given the House of Surf can reschedule for you at no cost, alternatively 75% refund is issued.

If booking for any Adult Programs, Kids Squads/ Programs or any other surf program that encompass more than I event such as ongoing daily or weekly programs or camps, if you are unable to make one or more of the events due to any reason we can not refund, offer credit notes, or make up the missed participation. This is due to the events being a program and your placement is fixed and still available for you. We are not able to fill your placement.

School Holiday Camps requires 21 days notice for any cancelations. All other notice periods generally warrant no refunds or credits as 50% of the booking payment has been spent on camp services. House of Surf may be able to reschedule to another camp or offer discretionary credit pending costs incurred and occupancy of camps. Early Bird Tickets are non refundable.

You have the ability to transfer your booking to another participant at no cost. Surf Coaching Weekends, Day Tours & Events. 21 Days notice is required to cancel your booking. Upon cancellation you have the option to either receive a refund

minus 30% administration/setup costs, or you can opt for a 100% credit note to be used towards the same booked service at the next available dates offered with the House of Surf. Less than 14 days notice no refund and full credit issued less 40% administration costs. Less than 7 days notice, no refund or credit is available.

House of Surf may postpone an event if the inability to run the event is beyond our control. In this instance a refund is not warranted and the postponed event will still continue. If you are unable to attend the new postponed event a credit is issued that you may use for services with the House of Surf - valid for 12 months.

Should the House of Surf need to cancel any event, lesson or program due to the conditions on the day such as Lighting, Tsunami warnings or cyclones or any other conditions, we offer the ability to reschedule your booking at no cost or alternatively a credit is given subject to conditions above.

Skate School Services

Skate School Services

By completing and paying for a booking, you are confirming that you are 100% satisfied with your booking. There will be strictly no booking changes, refunds or cancellations. We suggest triple checking your booking to ensure you have selected the right location, time, age group and skill level as this could potentially result in a loss at your expense.

WET WEATHER

If wet weather occurs last minute, you will be notified up to one hour before the commencement of class changes via SMS/ email.

If we are unable to run a lesson because of wet weather the lesson will be added to at the end of term.

If we are unable to deliver the missed lesson before the end of term, credits will be provided for future bookings.

MAKE UP LESSONS

Make-up lessons will always be available if a coach is unable to deliver the lesson for any reason. The make-up lessons will be delivered at the coach's discretion, at their

earliest convenience. If make-up lessons are unable to be delivered before the end of term, credits will be provided for future bookings.

Please be aware, make up lessons will not be available for ANY other reason.

COVID

If you've tested positive for Covid and restrictions require you to isolate resulting in you not being able to attend the course date, here's what we need you to do:

- 1. We'll need proof of the positive test result via the My Covid Record app a simple screenshot will do.
- 2. Once that's all been confirmed we'll then reschedule your booking into the next available program date.

WHAT HAPPENS IF MY CHILD GETS INJURED THROUGHOUT THE DURATION OF THE PROGRAM/ SQUAD.

If you experience an injury that impacts your participation in your program please follow the following steps.

- 1. report you injury in writing to hello@houseofskate.co.
- 2. Please provide doctors note confirming your injury and reason for absence. What happens next?
- 1. You'll be enrolled in the next round of program/squad with your participation starting where your previous enrolment ceased.