

Terms & Conditions

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

1. "Organiser" for the purposes of this declaration means the Women Soulful Surf (WSS).
2. "Program" for the purposes of this declaration means WSS offerings and includes: Surf Lessons, Yoga Lessons, Surf Programs, Yoga Programs and Events
3. 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 me being seriously injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
4. 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 me becoming injured unless I have told WSS about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in the Program and I will immediately notify WSS of any change to my fitness and ability to participate. I understand and accept that WSS will continue to rely on this declaration as evidence of my fitness and ability to participate.
5. Instructions: I will at all times comply with the instructions and safety procedures of WSS.
6. Medical Treatment: If required, WSS will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by WSS and agree to meet all costs associated with such action.
7. Release & Indemnity: My participation in the Program is entirely at my own risk and I agree to:
 - (a) Release and forever discharge WSS 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 WSS 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 7 "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).

8. Identity: Photographic and or visual images taken by WSS of my participation in the Program may be used for general promotion of WSS activities.

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

I have read, understood, acknowledged and agreed to the following declaration including the warning, release and indemnity.

CANCELLATION & REFUND POLICY

At Women Soulful Surf, we run Surf Lessons, Events and Programs in all weather and surf conditions, providing it is safe to do so.

If the surf is too big, completely flat, or if the conditions are unsafe, then we will reschedule your Private Surf Lesson or provide alternate surf related activities during the Events, Retreats and Surf Programs.

If the weather conditions are not good for outdoor Yoga Lesson we will reschedule it, unless we can offer alternate protected location.

COVID Safety

In the event of sickness we ask you to contact us at least 12 hours prior the Lesson, Event or Program. We will issue a voucher to be used within 4 months of the initial booking.

We ask you to not attend the Lesson, Event or Program if feeling unwell, anyone displaying symptoms on arrival will not be permitted to participate and will forfeit the cost.

If travel restrictions are enforced by the government and you're unable to participate in previously booked Lesson, Event or Program we will issue a voucher to be used within 4 months of the initial booking.

Value of the voucher will be equal to incurred cost minus 15% admin fee.

Private Surf Lessons and Private Yoga Lessons

We offer no refunds for cancelations, however in the event of an injury or sickness, vouchers will be provided. You must notify us in writing at least 12 HOURS prior to lesson commencement. Vouchers must be used within 4 months of the initial booking. Changes to this policy may be made on a 'case by case' basis and are made at WSS discretion.

You can reschedule lesson without providing any reason. A minimum of 48 HOURS notice is required to reschedule a lesson. Failure to do so will forfeit the cost of the lesson. Under these circumstances there are no refunds, partial or otherwise.

Events & Retreats

- 50% of the Event/ Retreat fee is non-refundable
- If the cancelation occurs 14 days or more before the beginning of the Event/ Retreat a credit of remaining amount can be transferred to another event held the same calendar year.
- There is no refund for cancellations within 13 days of the beginning of the Event/ Retreat, however in the event of an injury or sickness, vouchers will be provided. You must notify us in writing at least 12 HOURS prior to the Event commencement. Vouchers must be used within 4 months of the initial booking. Changes to this policy may be made on a 'case by case' basis and are made at WSS discretion.

Programs

There is no refund for cancellations within 14 days of the beginning of the Program, however in the event of an injury or sickness, vouchers will be provided. You must notify us in writing at least 12 HOURS prior to the Event commencement. Vouchers must be used within 4 months of the initial booking. Changes to this policy may be made on a 'case by case' basis and are made at WSS discretion.

If cancellation occurs 15 or more days before the beginning of the Program, a refund of incurred cost minus 15% admin fee will be issued.

We offer no refunds for unattended lessons during our Surf or Yoga Programs. Changes to this policy may be made on a 'case by case' basis and are made at WSS discretion.

Other

No refund is offered if the client refuses to comply with the ASI Accredited School policy and the Instructor determines the client cannot participate in the activity (e.g. client is under the influence of drugs or alcohol).

If the client advises the Instructor of a medical condition such that the Instructor decides that it would be unsafe for the client to participate in the activity, a full refund will be offered.

If the Instructor becomes aware of a client's medical condition after the lesson has commenced, such that the Instructor determines it is unsafe for the client to continue in the activity, no refund will be offered.

Gift Vouchers

Gift vouchers must be used by expiry date unless other arrangements have been made. No refund is offered once the gift voucher has been purchased however the gift vouchers are transferable to other people.

Women Soulful Surf reserve the right to cancel any Event, Retreat, Surf Lesson, Yoga Lesson, Program without notice. In this instance a full refund will be given.

PRIVACY POLICY

Women Soulful Surf is dedicated to keeping your details private. Any information, we collect in relation to you, is kept strictly secured. We use this information to identify your orders, and to provide you with further information about your Events, Retreats, Surfing Lessons, Yoga Lessons or Vouchers.

We are obligated to keep your details for the purpose of tracking COVID-19 spread. To prevent or manage the risk and/or reality of COVID-19 to ensure that necessary precautions can be taken in relation to any individuals that may be at risk. In these circumstances, personal information (including sensitive information) may be used or disclosed for this purpose.