

Big Green Adventures Ltd Terms & Conditions

1. Definition of Terms

- 1.1. **'BGA'** refers to Big Green Adventures Ltd - Company Number 14519037, which is registered in England & Wales. BGA's registered address is 19 Halwyn Avenue, Crantock, Cornwall, TR8 5FS.
- 1.2. **'Customer'** means anyone who purchases or makes use of a product or activity offered by BGA. They are considered a customer whether they are directly responsible for the financial aspect of the transaction or not, they may also be referred to as the "participant", "client", or "student".
- 1.3. **'Surfing'** includes all activities, services and coaching methods centred around wave-riding and includes any such activity performed as part of any package offered by BGA.
- 1.4. **'Paddlesports'** refers to the activities of Stand-Up-Paddleboarding and Kayaking as well as any associated coaching or guiding offered alongside the activity. It includes any iteration of the activity including touring, surfing, racing or use of the multi-person "Monster SUP".
- 1.5. **'Guiding'** includes all activities and logistics of guiding packages this includes travel, guiding and activity participation.
- 1.6. **'Management Team'** refers to those members of BGA staff who take on managerial responsibilities.
- 1.7. **'Bookings'** are taken to mean a reservation of any of the products or packages that BGA offers as part of its business, whether offered by BGA directly or any of its affiliates, partners or third parties. It can include reservations for activities or physical products.

2. BGA as a business

- 2.1. BGA is a multi-activity provider based in Crantock, Cornwall, offering tuition to customers from its base on Crantock Beach. This includes the provision and hire of equipment related to such activities. The operational address of the business is Big Green Adventures Ltd, National Trust Carpark, Beach Road, Crantock, TR8 5RN.
- 2.2. BGA operates on land owned by The National Trust under an exclusive licence.
- 2.3. BGA can be reached by post at its registered address, by telephone on 01637 479279 or by email to info@biggreensurfschool.com
- 2.4. These Terms & Conditions form the basis for all customer interactions with BGA and may refer to additional policies or documents which can be forwarded on request.

3. Making a booking

- 3.1. Any bookings made via BGA's website, booking systems, any third parties, email, telephone, in person or by any other means remain as provisional and do not constitute any form of contract until BGA has confirmed the booking and the relevant monies have cleared. Until such a time there is no obligation on either the customer or on BGA to perform or adhere to any duties, terms or conditions.
- 3.2. Monies are not considered 'cleared' until they have arrived with BGA as follows:
 - 3.2.1. For electronic payments they must have arrived in the instructed BGA account and be cleared for use without restriction.
 - 3.2.2. For PayPal payments (including those made by card via the PayPal system) they must show in the PayPal account registered under shop@biggreensurfschool.com and be available to use.
 - 3.2.3. For cash payments the monies are considered cleared once they are in the possession of BGA.
- 3.3. Once the booking has been confirmed it is then subject to all relevant Terms & Conditions contained within this document as well as other BGA Policies.
- 3.4. It is a requirement that all participants, as well as any relevant parents/guardians, accept to be bound by these Terms & Conditions in full.

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- 3.5. If a customer does not understand any of the Terms & Conditions they should contact BGA prior to making a booking.
- 3.6. Prior to the commencement of any activity offered by BGA, all participants will be required to confirm that they accept to be bound by these conditions. Any minors (16 or under) will require the signature of a parent/guardian prior to being allowed to participate.

4. General Activity Terms & Conditions

- 4.1. BGA's decisions regarding safety are final. All instruction direction given by BGA staff must be adhered to by the customer at all times.
- 4.2. BGA accepts no responsibility or liability for personal injury, loss, damage or third party claims which occur through no fault of the company or its staff, and cannot be held responsible for any of the above that a customer may incur whilst participating in any activity unless BGA can be proven to be negligent.
- 4.3. BGA recommends that all customers take out their own personal insurance to cover them for injury, loss or damage prior to participating in any of its activities.
- 4.4. All customers agree and accept that they participate in any activity at their own risk and confirm that they have taken out their own personal insurance to cover any such injury, loss or damage, or that they have decided not to take out such insurance whilst understanding that it is their responsibility to do so.
- 4.5. BGA will make every effort to ensure that all activities last for the advertised amount of time, however cannot be held responsible for any alterations in the length of any activity due to factors outside of its control such as tide, sea or weather conditions.
- 4.6. BGA reserves the right to refuse to teach anyone, in line with its Refusals Policy, whether or not a previous booking has been made. This decision can be made at any time based on any factors but specifically if anyone is believed to be under the influence of drugs or alcohol, or if by participating in an activity they pose a real and present danger to themselves, other participants or BGA staff.
- 4.7. All participants of BGA activities must be competent/able swimmers to the extent that BGA are satisfied with their swimming ability. The required ability may vary dependant on the activity and customers with any doubts about the swimming ability of themselves or anyone they are making a booking for are advised to contact BGA prior to making a booking.
- 4.8. If, at any point, BGA deem that the weather or sea conditions are unsuitable for beginning or continuing any element of a booking, then the activity will be cancelled and alternative activities/times will be offered in line with the relevant BGA policies.
- 4.9. All relevant pre-existing medical conditions must be disclosed prior to commencing any activity. All information will be treated in the upmost confidence in line with BGA's Privacy Policy.
- 4.10. BGA accepts no responsibility for any activity operated by a third party. Any such activity will be subject to the Terms & Conditions of the activity provider.
- 4.11. All customers are entitled to view all policies and insurance documents relevant to their activity - these are available online at www.biggreensurfschool.com/terms or can be sent on request.
- 4.12. BGA or approved photographers may take photos or videos to use on its website, advertising or social media channels. If any customers or participants have any concerns, would rather not be photographed or have any concerns relating to how such media is used then they should contact BGA directly.

5. Surfing Specific Terms & Conditions

- 5.1. The suitability of the beaches that BGA uses for surfing tuition is dictated by the stage of tide. As such BGA alters lesson timings to reflect this suitability based on the forecast tide times available in nationally recognised media.

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- 5.2. The exact tide times can be affected by such meteorological and physical conditions such as but not limited to; wind strength & direction, swell size & beach shape. BGA cannot be held responsible for alterations to the timing or duration of surfing lessons based on these factors which are out of it's control.
- 5.3. If, at BGA's sole discretion, the waves are considered too small to provide participants with a reasonable chance of standing up then BGA will follow the procedure detailed in the Flat Water Policy.
- 5.4. If the wave/weather conditions at the beach mean that it is too dangerous to run/continue running surf lesson(s) on a given beach then BGA will follow the procedure detailed in the High Seas Policy
- 5.5. Notification of any lesson changes/cancellations will be communicated to all prospective participants at the earliest possible opportunity.

6. Paddlesport Specific Terms & Conditions

- 6.1. Most of BGA's Paddlesports activity is based on the Gannel Estuary which is a tidal estuary and as such is only suitable at certain stages of tide.
- 6.2. The exact tide times can be affected by such meteorological and physical conditions such as but not limited to; wind strength & direction, swell size & sand movement.
- 6.3. Any Paddlesport activities scheduled to be run in Open or Coastal waters are even more susceptible to inclement weather and therefore BGA reserves the right to cancel or alter these activities with no notice in order to keep it's staff and customers safe.
- 6.4. BGA cannot be held responsible for alterations to the timing or duration of surfing lessons based on these factors which are out of it's control.
- 6.5. If, at BGA's sole discretion, the wind strength or direction mean that it is unsafe to begin or continue a Tour, or that during the time-frame of the Tour that the wind is forecast to reach unsafe levels then the procedure as detailed in the High Winds SUP Policy will be followed.

7. Guiding Specific Terms & Conditions

- 7.1. No in-water coaching will be provided during the course of any guided package operated by BGA. Technical advice and coaching are NOT part of this package.
- 7.2. Throughout the course of a guiding package clients will be travelling between locations using public highways. All standard road safety considerations must be taken whilst travelling/ using public highways to ensure the safety of all members of the group. In particular the following must be adhered to:
 - 7.2.1. If travelling in a BGA vehicle, the guide's primary concern is the safe operation of the vehicle. It is imperative that clients do not interfere with the vehicle in any way or distract the guide from driving.
 - 7.2.2. If clients are travelling in their own vehicle they are solely responsible for ensuring that the vehicle meets all necessary legal requirements and that their insurance covers you for the journeys they will be making as part of the package.
 - 7.2.3. Clients falling under the criteria in section 7.2.2 will need to provide BGA with proof of insurance, roadworthiness and their licence to operate the vehicle prior to the commencement of their package. They must also agree that the BGA guide will travel in the front passenger seat of the vehicle in order to perform their duties as a guide to the best of their ability.
 - 7.2.4. Any clients travelling in their own vehicle absolve BGA of any responsibility for any loss or damage to the vehicle during the course of the package, however it occurs, unless BGA can be shown to be negligent.
- 7.3. BGA can not be held responsible for any environmental factors affecting the trip that are beyond it's reasonable control.

8. Amendments, Cancellations & Refunds

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- 8.1. Any cancellations or changes to your pre-booked activity or package with BGA must be made in writing and will only be accepted from the date this is received by BGA.
- 8.2. To be eligible for a refund the cancellation/change must fall within the following criteria:
 - 8.2.1. Booking cancelled by BGA due to enforced closure or limited operational ability for reasons out of it's control (i.e. environmental conditions, government guidance, water pollution, pandemic regulations, third party issues etc) – VOUCHER TO FULL VALUE OF BOOKING
 - 8.2.2. Booking cancelled by BGA for reasons which could reasonably be considered to be within it's control – VOUCHER or REFUND TO FULL VALUE OF BOOKING
 - 8.2.3. Client requests cancellation of a booking with the following conditions:
 - 8.2.3.1. Booking value of £200 or less and notice of 3 or more days – VOUCHER TO FULL VALUE OF BOOKING
 - 8.2.3.2. Booking value of over £200 and notice of 10 or more days – VOUCHER TO FULL VALUE OF BOOKING
 - 8.2.3.3. Notice of less than required in 8.2.3.1 or 8.2.3.2 – NO REFUND
- 8.3. Refunds will not be considered if:
 - 8.3.1. The conditions at the time of the activity aren't ideal but BGA deems it safe and the activity is still taking place.
 - 8.3.2. Tuition is refused in line with the Refusals Policy in section 9.
 - 8.3.3. The participant terminates the booking due to refusal to sign the necessary declaration form prior to commencing their chosen activity or package.
- 8.4. BGA will issue any refunds as detailed above. Vouchers will be valid for 1 calendar year and can be redeemed against any BGA product, activity or package as detailed on the voucher. Monetary refunds will be made in the same form as the original transaction
 - 8.4.1. BGA reserves the right to subject these transactions to a 5% fee to cover costs incurred from the payment provider.
- 8.5. BGA will make every effort to accommodate changes in any instance however will adhere to the above conditions if unable to do so.

9. Refusals

- 9.1. BGA reserves the right to refuse to accept client(s) or prospective client(s) under any circumstances and for any reason, whether listed in this document or not. The decision to refuse a booking can be made by any BGA staff member at any time either prior to or during the lesson, package or hire period, but a decision on the final outcome can ONLY be made by a member of the BGA management team.
- 9.2. If any or all of the following conditions are met then a lesson/package will be refused immediately without refund or other compensation.
 - 9.2.1. Client(s) are or are believed to be under the influence of drugs or alcohol.
 - 9.2.2. Client(s) are abusive/aggressive towards other participants, BGA staff, National Trust staff or any members of the general public.
 - 9.2.3. The behaviour of the client(s) leads us to believe that they present a danger to either themselves, other participants, BGA staff or the general public.
 - 9.2.4. The behaviour of the client(s) leads us to believe that they are negatively impacting the ability of BGA staff to conduct their duties and/or is negatively impacting the experience of other participants/client(s).
 - 9.2.5. Previous experience with, or third party advice about the prospective client(s) and/or their behaviour, leads BGA staff to believe that they will, during the course of the lesson/package, meet the criteria listed above.
- 9.3. If a refusal is made then the decision will be communicated to the prospective client(s) by BGA management and followed up in writing within 7 days, as long as doing so is not likely to endanger either themselves, other participants, BGA staff, National Trust staff or the general public.

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- 9.4. BGA reserves the right to involve or notify other organisations or law enforcement agencies as deemed appropriate.
- 9.5. Decisions on refunds will be made by the BGA management team in accordance with the Cancellations & Refunds Policy in section 8, however refusal for the reasons notified above will disqualify the client(s) in question from any compensatory action.

10. Privacy

- 10.1. BGA has a dedicated privacy policy which can be found at www.biggreensurfschool.com/terms or can be forwarded on request.
- 10.2. Users can refuse to give BGA their information if they so choose, however in some situations this may prevent them from participating in an activity or product.
- 10.3. BGA will only deal with user's information as directed and in accordance with Data Protection legislation.
- 10.4. No data will ever be shared or made available to any other organisation unless BGA is legally required to do so.
- 10.5. In no situation will BGA ever sell, trade or rent user's personal information to others.
- 10.6. BGA will ensure that all users are able to opt-out of any kind of data collection or marketing and that they are aware of how to do so.

11. Safeguarding

- 11.1. BGA has a dedicated safeguarding policy which can be found at www.biggreensurfschool.com/terms or can be forwarded on request.
- 11.2. BGA believes that a child or young/vulnerable person should never experience abuse of any kind. We are committed to practice our business in a way that protects them.

BGA will review and amend these Terms & Conditions on a regular basis, the most recent revision date can be found at the bottom of each page. By using BGA's services it is the client's responsibility to keep up to date with the latest revisions which will be considered to be binding once they appear on BGA's website after the date of the revision.