



Jaws Watersports,
The Square,
Dunfanaghy,
Donegal,
F92DH22.

Tel: 0861735109

Email: jawswatersports@gmail.com

Terms and Conditions

The Booking:

By booking ANY water activity with Jaws Watersports, and participating in any water activity, you agree to the following Terms and Conditions:

- Full payment is due at the time of booking. This can be in the form of online booking system Cash, or Credit/ Debit card. The person making the booking accepts responsibility for payment for everyone on the booking and is responsible for ensuring that all other persons on the booking read the Terms and Conditions, and that they are aware of the booking details.
- All participants must read and agree to the participation liability form during the time of booking, before they are allowed to take part in any surf lessons. Parents or guardians must agree and read on behalf of participants who are under 18 years of age. You give your consent by clicking on a button or by ticking an empty box in which you agree to the said conditions regarding the terms and conditions participation liability form.
- In certain groups where applicable a group leader/ Guardian can give consent and sign, by clicking on a button or by ticking an empty box in which you agree to the said conditions, . e.g. a school teacher on behalf of the group . Jaws Watersports does not accept any responsibility for a leader/guardian who has failed to inform the their group about the conditions in the participation liability form.
- Lesson times are occasionally subject to change depending upon sea conditions, extreme weather, any changes will be notified in advance via email, phone or text message.
- Should the Jaws Watersports have cancel a water sports activity, due to adverse weather, beach closure or flat conditions, then an alternative time / session will be offered. If this is not suitable, then Jaws Watersports will offer a voucher credit or a full refund to the Client of any monies paid for the activity. Please refer to the Flat & Extreme Condition Policy below.
- Jaws Watersports reserve the right to cancel or change course dates subject to notification of those persons booked on to course.
- Permission is given for participant's contact details to be entered into the Jaws Watersports database and held in accordance with the Data Protection Act 2018. This information will not be forwarded to third parties.

Refund & Cancellation Policy: (due to Covid-19)

- If the activity with Jaws Watersports is cancelled due to Covid-19 government guidelines, a full refund will be offered to the customer.
- If a customer cancels their activity with Jaws Watersports due to any change in Covid-19 government guidelines where they cannot travel, the participant has tested positive of Covid-19, displaying symptoms relating to Covid-19, they are a close contact of covid-19, they will receive a full refund.

Refund & Cancellation Policy (due to flat or extreme conditions)

- In case of lesson cancellation due to adverse weather conditions or flat surf (for a surfing lesson), we will offer the ability for our pre-paid customers to come back on an alternative day when weather conditions are suitable for a surf lesson. We will also offer alternative activities (SUP or Kayaking) where possible.
- If the customer is unable to change their activity to a different day / time we will offer a Jaws Watersports voucher to the value of the surf lessons missed. This voucher is then valid for one year and can be used at any time.
- If a cash alternative is required, then Jaws Watersports will only offer this when the lesson has been cancelled by a Jaws Watersports instructor due to adverse or flat conditions. A cash refund will not be offered to customers who choose to cancel their lessons for other reasons not stated in the terms and conditions.

Privacy Use Policy – reasons for collecting and processing personal data

- The reasons why Jaws Watersports and our booking software 'VIKING BOOKINGS' process your personal data are twofold. On the one hand, it is necessary to use your personal data in order to facilitate the planning of your booking. This may include putting together the right groups (based on the chosen course, age/other comments provided by the user) on the right date and time and for the classification with the right instructor.
- On the other hand, the processing of your personal data is necessary in the context of:
 - the provision, maintenance, security and improvement of our services, including the
- Module;
 - the protection of the rights or property of Jaws Watersports and Viking bookings
 - the functioning of the Module;
 - the development of new services.
- In principle, your personal data will be processed on our booking system's (VIKING BOOKINGS) servers in the Netherlands.

I agree and consent that ticking the box regarding the terms and conditions form during the booking process and the payment is an agreement and acknowledgment that I have read and agreed to the above conditions. Parent / guardian must consent and acknowledge on behalf of someone under 18 by also ticking the box.