



### **SIGN-UP TERMS AND CONDITIONS**

Please read carefully. All sign-ups made for Discover SUP activities are subject to the following terms and conditions. If you have any questions about these terms and conditions, please <u>contact us</u>. All contracts are made with Eoin Kernan t/a Discover SUP - CRO #707687.

### **SIGNING UP FOR AN ACTIVITY**

A client is an adult 18+ yrs (or parent/guardian if the person signing up is a junior who is 8-17 yrs) who is attending or participating in an activity organised by Discover SUP.

When a client requests to sign up for an activity session, they are confirming that they have the authority to sign up for themselves, or on behalf of a junior who is 8-17 yrs, or a group, and that they accept that their sign-up is subject to these terms and conditions. A contract exists as soon as the sign-up is confirmed. Sign-up confirmation will be delivered/received in various ways depending on the method of sign-up. Clients should check the details of their sign-up confirmation without delay to ensure that it accurately reflects what they wish to request. If an error is found, they should contact Discover SUP immediately.

For some activities, if the client is a junior who is 8-17 yrs, they must be accompanied by a participating adult/guardian 18+ yrs in the same scheduled activity.

# PRICES AND PAYMENTS

All advertised rates are subject to change. The total amount due is based on the rates advertised at the time of sign-up. Full payment for the amount due is required at the time of sign-up. Discover SUP reserves the right to cancel any sign-up without prior notice if full payment has not been made in accordance with these conditions.





# CANCELLATION/RESCHEDULING/REFUNDS

#### Where Discover SUP cancels and rescheduling a session on the basis of safety

SUP is an activity where safety can be impacted by various factors, with weather conditions being a primary factor. As an ASI accredited SUP provider, Discover SUP must adhere to specific safety guidelines/criteria for these factors. When signing up for an activity session, clients accept that Discover SUP cannot control these factors when offering/delivering sessions. Discover SUP will do its best to ensure that all activity sessions run as planned, but occasionally it may need to cancel and/or reschedule an activity session where these guidelines/criteria are not met. Discover SUP will always endeavour to give as much notice as possible to clients and asks for their understanding in such situations.

# Where Discover SUP cancels and reschedules a session on the basis of required minimum sign-up numbers

In order for Discover SUP group activity sessions to go ahead, a minimum of 3 participants (unless otherwise stated) is required, either as separate or connected sign-ups. If this minimum number is not met, Discover SUP will offer to those already signed up for the activity session to reschedule for another date/time, or to convert their sign-up to a private activity session (higher rates will apply).

#### Where a client requests to cancel and reschedule their session

If it's more than 7 days in advance of their current chosen activity session date/time, a client can cancel and reschedule their activity session for the same on a future date, directly through their Viking Bookings account, without having to contact Discover SUP (login details can be found in original confirmation email).

If it's 7 days or less in advance of their current chosen activity session date/time, they will need to make contact with Discover SUP through their website to discuss their options; depending on availability, cancelling and rescheduling may not be an option in this case.

#### Refunds

Discover SUP accepts no obligation to refund any payment paid in respect of any of its activities.

Where Discover SUP cancels and reschedules a session on the basis of safety or minimum sign-up numbers, and a client does not wish to sign up for the same activity on a future date, no refund will be offered.

When a client wishes to cancel their activity session sign-up, and the cancellation is due to exceptional circumstances which are beyond the client's control (and which are SIGN-UP TERMS AND CONDITIONS © Discover SUP 2022 www.discoversup.ie





documented and which are likely to significantly impact their ability to successfully participate in the activity), a partial refund of any payments made may be considered. When a client has commenced a multi-session activity but withdraws before completion of all sessions, in the circumstances detailed above, part of the payment paid may be refunded. Applications for any refunds must be made in written form through our website.

Extenuating circumstances that may be considered within the criteria above, though used here by way of example only and without any commitment by Discover SUP to consider such circumstances as extenuating in any particular case, are as follows:

- serious illness of client or immediate family
- death of a member of the client's immediate family

Clients cannot transfer their activity session sign-ups to others.

# **ACTIVITY SESSION SAFE OPERATIONS**

If conditions become unsafe during the activity session, the activity coach may modify the activity session, and/or undertake activities on the shore rather than in the water, and/or curtail the duration of the activity session. No refund or rescheduling will be offered in such situations.

### **CLIENT COOPERATION AND SAFETY**

At the time of activity session sign-up, clients are required to sign a participant declaration, agreement, and waiver which identifies the risks involved in participation in the activity session. Clients are also required to provide relevant personal information. Clients cannot participate in any activity session without completing these documents and providing this information. No refund or rescheduling will be offered if the client refuses to comply with Discover SUP policies at all times, and/or if the activity coach determines the client is not in a condition to participate safely in the activity session (e.g. the client is under the influence of drugs or alcohol).





If the activity coach becomes aware of a client's medical condition (which was undeclared when signing up) before or after the activity session has commenced, such that the activity coach determines it is unsafe for the client to participate in the activity session, no refund or rescheduling will be offered.

# **GIFT VOUCHERS**

Gift vouchers must be used by their expiry date unless other written arrangements have been made with Discover SUP. No refund will be offered once the gift voucher has been purchased. Gift vouchers are transferable.

# **CHANGES TO OUR TERMS AND CONDITIONS**

Discover SUP keeps its terms and conditions under regular review. Last updated on 05 August 2022.