

Privacy Statement

A peace of mind

Our Policy for Protecting Your Online Privacy

This website uses Google Analytics to help analyse how users use the site. The tool uses “cookies,” which are text files placed on your computer, to collect standard Internet log information and visitor behaviour information in an anonymous form. The information generated by the cookie about your use of the website (including IP address) is transmitted to Google. This information is then used to evaluate visitors of the website and to compile statistical reports on website activity for surfplus.uk

We will never (and will not allow any third party to) use the statistical analytics tool to track or to collect any Personally Identifiable Information (PII) of visitors to our site. Google will not associate your IP address with any other data held by Google. Neither we nor Google will link, or seek to link, an IP address with the identity of a computer user. We will not associate any data gathered from this site with any Personally Identifiable Information from any source, unless you explicitly submit that information via a fill-in form on our website.

Legal – Privacy & Security

Surfplus Sports Ltd respects your privacy. We do not sell, rent or loan any identifiable information regarding our customers to any third party. We may use and share aggregated information when it enables us to improve and enrich our product offering. Any information you give us is held with the utmost care and security.

How we Collect Information and How We Use It

In order to provide you with up-to-date news and information, Surfplus Sports Ltd asks you for specific pieces of personal information when you register for our membership programs, or subscribe to our website. Surfplus Sports Ltd will not collect any personal information about a member except when provided by a member.

Personal Information

Your name, address, telephone number, e-mail address, and any special requests help Surfplus Sports Ltd present you with tailored information that you may find of interest.

Surfplus Sports Ltd will not reveal your personal information to any third party unless required to do so by law.

Cookies

Surfplus Sports Ltd uses the information gathered from cookies to improve our products and services. If you would rather not receive cookies you can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it.

IP Address

Surfplus Sports Ltd logs IP addresses for systems administration purposes. IP addresses are logged to track a user's session and help us determine how often the areas of our site are visited. In many cases, we view and discard the information immediately. We do not link IP addresses to anything personally identifiable so we could never link an IP address to a specific customer.

Online Surveys and Contests

From time to time, Surfplus Sports Ltd may conduct online surveys that ask you for demographic data, like household information, ages, and so on. Participation in these surveys is always voluntary. Surfplus Sports Ltd aggregates the responses received before using the information to improve the product services offered. Surfplus Sports Ltd may also offer promotions that ask for some personal information, such as name and e-mail address, so that they can contact winners. All of these promotions follow applicable gaming

regulations. And the rules and terms of each contest are posted on the site and newspaper (if necessary).

Rental & Lesson T's & C's

Terms and Conditions:

Rental & Lesson terms and conditions apply to any activity at the session location that can be classified as an activity conducted by Surfplus Sports Ltd staff or contractors. This includes Surfplus Sports Ltd Lessons with an Instructor, Workshops and Equipment Rental. Our staff is striving to make your experience with us the best it can be. The following will outline the rules of engagement with us when purchasing a lesson or renting our equipment.

Lessons

Prior Student experience.

We arrange our schedule, instructors and lesson plans according to your level. If the information you provide about your weight, height, prior experience or your level of ability does not match your true level your instructor will automatically adjust the content and equipment of your lesson according to your true level.

Lesson Commencement

Our lessons are often planned back to back as only a few hours per day permit teaching. If the student arrives late at the spot we will not be able to extend the lesson time to make up for the loss.

Unexpected breaks and disturbances

Surfplus Sports Ltd is responsible to ensure that students can practise in a safe learning environment. Sometimes the instructor will be required to stop the lesson for a short break to remove any dangerous kites, swimmers or other obstacles for you to keep practising safely. The time taken for this is considered part of your lesson and can be, but is not obligated to, add at the end of the lesson.

Weather Conditions.

Wind and weather are key to complete a lesson. However, if wind conditions change abruptly and your instructor cannot finish the lesson, you will be given a refund or credit for the time remaining. Your instructor can however decide to rearrange the lesson plan to adapt to current weather conditions. Surfplus Sports Ltd assumes that every student, if not communicated otherwise and advance, is interested in completing a complete training course. The guideline here is that 50% of your lesson must include practical use of the

kite and up to 50% can be theoretical knowledge and safety measures.

Instructor-Student Relationship

This section will govern the relationship between the instructor and student.

Students are required to follow their instructor's directions at all times. The instructor will make sure that all signals and commands are clear, and have been understood. If the student continues to demonstrate conscious ignorance of the previously agreed signals, the instructor will issue a first warning. If the student continues to ignore the commands issued by the instructor, the lesson will be concluded and the student will no longer be able to partake in the lesson.

Payments

A deposit can be made on the website or in person to confirm a booking. Returning customers may also be eligible to receive the booking fee waived. The head instructor may request a full payment of the booking fee before lesson commencement.

Requirements

Health and Fitness Requirements

Students are required to notify Surfplus Sports Ltd at the time of booking the course of any medical condition suffered by them that may be relevant to the activity to be undertaken on the course and which could be considered a risk to their own or others health and safety. All information given will be treated with strict confidentiality. A Surfplus instructor will assesses the information given on the form. The student will either be allowed to commence in the lesson, will receive a specially tailored lesson, or the lesson will be cancelled and a full refund will be granted. Any misinformation will void the partakers insurance cover for which Surfplus Sports Ltd will not be held accountable.

Age requirements

To commence in our standard beach and boat lessons the student must have a minimum age of 12 years. Special, or modified, lessons with specially trained instructors are available for younger children. In consultation with the head instructor, the age guidelines may be reduced after considering mental state and body weight.

Other requirements.

You are required to sign the waiver form at the beginning of the lesson. If you do not sign the waiver form you may not proceed with taking part in the lesson.

You are required to adhere to the instructions provided to you by your instructor. If you fail to do so the instructor might determine the immediate end of the lesson.

Cancellation policies

Cancellation by Surfplus Sports Ltd

Surfplus Sports Ltd reserves the right to cancel or reschedule a lesson at any point up to 60 minutes before commencement due to any unforeseen reasons. If a Surfplus Sports Ltd instructor shows up late and fails to show up without notice, the student is eligible to receive a full refund of the fees paid. Likewise if wind conditions do not allow the practice of an activity to take place.

Surfplus Sports Ltd reserves the right to cancel a course or to request that a student withdraws from the course if the safety of others is in any doubt.

Surfplus Sports Ltd reserves the right to alter the course to suit conditions and the needs of the group, making every effort to deliver the booked activity.

Cancellation by Student

The student may cancel the lesson at any point for any reason. Upon cancellation, the following charges may apply. If the student does not show up their deposit or lesson fee will be kept. In special circumstances, the student can provide a doctors notes to be eligible to receive back the lesson/ sign up fee.

If you are late Surfplus Sports Ltd will deduct this time from your lesson duration. The student is not able to determine a cancellation due to weather conditions, only the Surfplus Sports Ltd instructor is able to determine unfavourable weather conditions and will inform the student accordingly.

Rentals

By renting any equipment from Surfplus Sports Ltd you agree to the following, reasonable terms and conditions for rental equipment.

Cost of rentals

The rental fee is determined under the product on the HIRE page. Surfplus Sports Ltd. may also take a deposit of 150 pounds for possible damages. Deposit is refundable on return of undamaged equipment. Proof of ID and a credit card may be requested by staff members for rental.

Rental Process.

The receiver of rental equipment will gain access to the equipment specified in the rental agreement, and may use this equipment for the purpose of conducting the specified activities. The receiver is asked to take reasonable precautions during the use and transport to protect the rental equipment from receiving any damage. Guidelines for how to treat rental equipment can be requested by one of or staff members.

In order to be eligible to be considered a receiver of rental equipment and sign the rental agreement the receiver must be 18 years of age . Persons from 14 years of age can also rent equipment if a parent or legal guardian signs the rental agreement in addition to the underage person. By signing the rental agreement you will also consent to the content of the student waiver form.

Termination of rental agreement

The rental agreement may be ended at any point of time for any 1 of the following 3 reasons.

1. Student determines the immediate end of rental agreement

The student can at any time discontinue the rental agreement after consulting the supervising instructor. The instructor will notify the student directly or after a consultation with the head instructor whether or not a refund is possible.

2. Instructor determines the immediate end of rental agreement

The instructor may, under certain circumstances, terminate the rental agreement. The reasons can include: student engages in dangerous behavior to themselves or other beach users; the student has provided misinformation about their ability level; the student is physically and psychologically not able to continue the activity; instructor believes weather conditions are not suitable to effectively continue practising. In all circumstances except the latter, a refund of the rental fee is not possible.

3. Weather conditions determine the immediate end of rental agreement

If weather conditions do not allow the student to safely continue the activity in the chosen location the rental agreement may be terminated. The following criteria may be considered unsuitable weather conditions: windspeed below 10 knots; dangerous cloud cover; wind direction frequently changing. The premature termination of the rental agreement due to unsuitable weather conditions will be conducted by the instructor and not by the student.

Proper use of equipment

Insurance

The student is not required to purchase additional insurance as this is already included in the rental fee. However, in the following exceptions, the student will not be covered by the school insurance.

If the student: provides untrue information regarding their skill level; engages in reckless behaviour, does not treat the equipment with the required care/caution. Any of these behaviours will result in the annulment of the standard school insurance cover. In this case Surfplus Sports Ltd will deduct an excess of £500 per kite, wing, foil, foil board and £100 for any other piece of equipment if an incident occurs. The rate may be lowered by the head instructor in certain circumstances.

Website Statement - T & C's

Introduction.

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Personal Information.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Surfplus Sports Ltd use of cookies in accordance with the terms of Surfplus Sports Ltd [privacy policy/cookies policy].

License to use website

Unless otherwise stated, Surfplus Sports Ltd and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose
- edit or otherwise modify any material on the website
- redistribute material from this website except for content specifically and expressly made available for redistribution

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware,

computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without [NAME'S] express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Surfplus Sports Ltd express written consent.

Restricted access

Access to certain areas of this website is restricted. Surfplus Sports Ltd reserves the right to restrict access to other areas of this website, or indeed this entire website, at Surfplus Sports Ltd discretion.

If Surfplus Sports Ltd provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Surfplus Sports Ltd may disable your user ID and password in Surfplus Sports Ltd sole discretion without notice or explanation.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Surfplus Sports Ltd a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Surfplus Sports Ltd the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Surfplus Sports Ltd or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or another similar complaint.

Surfplus Sports Ltd reserves the right to edit or remove any material submitted to this website, or stored on Surfplus Sports Ltd servers, or hosted or published upon this website.

Notwithstanding Surfplus Sports Ltd rights under these terms and conditions in relation to user content, Surfplus Sports Ltd does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Surfplus Sports Ltd makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Surfplus Sports Ltd does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading by accident.

Nothing on this website constitutes or is meant to constitute, advice of any kind. If you require advice in relation to any matter you should consult an appropriate professional.]

Limitations of liability

Surfplus Sports Ltd will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Surfplus Sports Ltd has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit, and nothing in this website disclaimer will exclude or limit Surfplus Sports Ltd liability in respect of any:

- death or personal injury caused by Surfplus Sports Ltd negligence;

- fraud or fraudulent misrepresentation on the part of Surfplus Sports Ltd; or
- matter which it would be illegal or unlawful for Surfplus Sports Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Surfplus Sports Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Surfplus Sports Ltd officers or employees in respect of any losses you suffer in connection with the website.]

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Surfplus Sports Ltd officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Surfplus Sports Ltd.

Unenforceable provisions

If any provision of this website disclaimer is or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Surfplus Sports Ltd and undertake to keep Surfplus Sports Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Surfplus Sports Ltd to a third party in settlement of a claim or dispute on the advice of Surfplus Sports Ltd legal advisers) incurred or suffered by Surfplus Sports Ltd arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Surfplus Sports Ltd other rights under these terms and conditions, if you breach these terms and conditions in any way, Surfplus Sports Ltd may take such action as Surfplus Sports Ltd deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Surfplus Sports Ltd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Surfplus Sports Ltd may transfer, sub-contract or otherwise deal with Surfplus Sports Ltd rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with the terms and conditions listed on this website constitute the entire agreement between you and Surfplus Sports Ltd in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the United Kingdom Consumer Law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of the United Kingdom.

Shop T&C's

Introduction.

These terms and conditions govern the use of our shop; by entering the shop, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the shop.

Prices

All prices on our website are in Great British Pounds and include VAT. Every effort has been made to ensure that prices on our website are correct and up-to-date however prices can change without notice. Surfplus Store - Apota International Limited has the right to refuse or cancel any orders placed if pricing is incorrect. If an order is canceled by us, all received amount will be refunded using the method received.

Shipping Times

Shipping times quoted by our freight companies are estimates only. Surfplus Store - Apota International Limited relies there on a third party. Surfplus Store - Apota International Limited can not be held accountable for late deliveries or loss or damage of deliveries. We cannot be held responsible for non-

delivery in situations where the customer has entered incorrect or incomplete delivery address details.

Customs Duties/Taxes for Overseas Orders

Orders that are shipped to countries outside of the United Kingdom may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. You should contact your local customs office for further information.

Liability

Surfplus Store - Apota International Limited holds no liability for damage or injuries sustained from products purchased from its shop. We highly recommend seeking professional help with instruction on how to use any equipment that you are not confident in using or have no prior experience with. Please go to the Surplus Watersports [Lessons](#) page for assistance in making the most of your new equipment!

Warranty

Most products purchased on this website come with a full manufacturers warranty, with the exception of Second Hand equipment, this is sold as is unless otherwise stated. Manufactures warranties are dealt with by the manufacturer, we will always do our best to resolve any issues that may occur, but ultimately the decision on warranty for any defects lies with the manufacturer. If you have a warranty issue please contact us via [email](#) and we are more than happy to help with the process.

Return Policy

- If you are unhappy with your purchase, the goods can be returned (at buyers expense) within 14 days of receipt for an exchange, or a store credit. An exchange or store credit will be issued upon inspection of returned goods. All transport costs are non-refundable.
- Returned goods must be unused and in new condition with all packaging. Exchanged and refunds are not eligible on any second-hand equipment or gift vouchers
- If a product is priced incorrectly on the site Surfplus Store - Apota International Limited reserves the right to not supply this product. The buyer will be contacted with the correct price before completing the order.
- Gift Vouchers issued on the website expire 12 months from purchase and must be downloaded

within 30 days of receipt of the electronic voucher per email.

- Shipping for all sales will be calculated at checkout. International shipping may be available, please contact us in this case and we will advise of costs. Please note any item shipped overseas may incur a tax on arrival in the destination country, Surfplus Store - Apota International Limited holds no responsibility for any costs incurred and it is the sole responsibility of the buyer to inform themselves prior to purchasing with us.
- Please see our [Privacy Statement](#) with regards to using our website and any data we may hold.