

# INDEMNITY WAIVER

I wish to participate in lessons with COASTLINE KITESURFING, and agree to abide by their rules and safety regulations as advertised and communicated to me from time to time.

I am fully aware that kiteboarding is dangerous by its nature and I therefore agree to take all care to avoid injury to all persons, including the general public and myself, and all property within, near or related to the related beach, before during and after my participation in the lessons. I also agree that I will be liable for any loss, theft or damage of COASTLINE KITESURFING equipment and will reimburse them according to the accepted damages rates as set out by COASTLINE KITESURFING.

COASTLINE KITESURFING, the director Kyle Browning, all freelance and permanent employees, shall have no liability for any injury, illness, death, loss, or damage whatsoever, or any consequential damages whatsoever and howsoever arising. I also agree to hold harmless, defend, indemnify and waive all rights of recourse against COASTLINE KITESURFING, the director, all freelance and permanent employees from and against any and all claims, demands, liabilities or causes of action whatsoever whether caused by negligence, gross negligence or any legal fault whatsoever.

## TERMS AND CONDITIONS

1. **COASTLINE KITESURFING** is a business in the water sports industry that provides kitesurfing lessons and guided downwind tours.
2. **Delivery policy:** Subject to availability and receipt of payment, requests will be processed within 1 - 3 days (in summer season "October – April") and delivery confirmed by way email/booking invoice number.
3. **Return and Refunds Policy:** The provision of goods and services by COASTLINE KITESURFING (Pty) Ltd is subject to availability. In cases of unavailability due to weather conditions, COASTLINE KITESURFING (Pty) Ltd will refund the client in full within 30 days. In the case of clients not being able to complete their course due to their own personal schedule, COASTLINE KITESURFING (Pty) Ltd will refund the clients remaining hours minus a 30% admin fee.
4. **Cancellation Policy:** Cancellation of bookings by the client will attract a 10% administration fee. Lesson cancellations made last minute by the client on the day of a scheduled lesson will result in the total loss of that lessons hours.
5. **Customer Privacy policy:** COASTLINE KITESURFING (Pty) Ltd shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569).

6. **Payment options accepted:** Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the COASTLINE KITESURFING (Pty) Ltd bank account, the details of which will be provided on request.
7. **Card Acquiring, and Security:** Card transactions will be acquired for COASTLINE KITESURFING (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [paygate.co.za](http://paygate.co.za) to view their security certificate and security policy.
8. **Customer Details Separate from Card Details:** Customer details will be stored by COASTLINE KITESURFING (Pty) Ltd separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [paygate.co.za](http://paygate.co.za).
9. **Merchant Outlet country and transaction currency:** The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).
10. **Responsibility:** COASTLINE KITESURFING (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.
11. **Country of Domicile:** This website is governed by the laws of South Africa and COASTLINE KITESURFING (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.
12. **Variation:** COASTLINE KITESURFING (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.
13. **Company information:** This website is run by a private company based in South Africa trading as COASTLINE KITESURFING (Pty) Ltd and with registration number 2015 / 445965 / 07 and Kyle Browning as Director.
14. **COASTLINE KITESURFING (Pty) Ltd: contact details:** Company Physical Address: 16 VALHALLA ROAD, OAKHILL CRESCENT, SUNNINGDALE, WESTERN CAPE, 7441. **Email:** [info@coastlinekitesurfing.com](mailto:info@coastlinekitesurfing.com) **Telephone:** +27825500076