

General Terms and Conditions

In consideration of the hiring class fee payable by me to the owner flow mOcean, I agree to hire the equipment (kayak/SUP/accessories) and undertake the class described below:

NSW Hire and Drive License Numbers HD 0100 & HD 0399 / NSW Roads & Maritime Services Aquatic Licence Number AQL34636

1. The Participant(s) acknowledges that MKC & flow mOcean will make all reasonable efforts to ensure that The Equipment and/or any related activities are conducted in a safe and responsible manner;
2. The Participant(s) acknowledges the inherent dangers and risks of using The Equipment and/or participating in any related Flow mOcean class activities and agrees that the hiring of The Equipment and/or participation in any related activities is entirely at their own risk;
3. The Participant(s) shall indemnify MKC & Flow mOcean of any incident, loss or damage to The Equipment, any third-party person or property during the period of the hiring and acknowledges that they will not be covered by any of MKC insurance if found negligent or irresponsible whilst The Equipment is under their control;
4. The Participant(s) acknowledges that they are able to swim competently up to 150m in open waters in order to participate;
5. The Participant(s) agrees not to carry more than the maximum limit of people authorised by MKC and NSW Maritime as listed: (1) single kayak; (2) double kayak; (1) SUP;
6. In the event of a failure of The Equipment or if a defect in The Equipment becomes apparent during the period of hire, The Participant(s) shall return it immediately or notify the owner;
7. Participants by participating give MKC/Flow mOcean and its staff permission to administer first aid in the event of an incident
8. The Participant(s) acknowledges that use of The Equipment is not permitted before sunrise or after sunset;
9. The Participant(s) agrees to return The Equipment to meeting stop at the point of hire on completion of the agreed class period;
10. Flow mOcean will not be held responsible for any personal injuries, personal property loss or damage sustained whilst participating, pre post or during in the class;
11. Any Participant(s) with back, neck, shoulder or heart conditions, or those who are pregnant or who have injuries/conditions that may cause a risk to their health participate at their own risk;
12. Flow mOcean operates in an outdoor marine environment. The Participant(s) acknowledges that conditions may vary during the course of hire and The Participant(s) and their property may get wet;
13. All participants must be at least 16 years of age or able to competently paddle without assistance in order to paddle their own vessel.
14. Any children MUST be supervised by a guardian 18 years of age or older whilst on the water;
15. No smoking or alcohol is permitted on the equipment at any time;
16. Flow mOcean reserves the right to refuse service to those who are believed to be affected by alcohol or drugs and no refund will be provided;
17. Flow mOcean reserves the right to refuse passengers for any reason;
18. Participants may be filmed/photographed during the hire period. Flow mOcean reserves the right to reproduce such film/photos for any purpose whatsoever without notification, compensation or payment;

Booking Conditions

1. Full payment details must be provided at time of booking;
2. All bookings (including gift voucher/certificate bookings) are non-refundable within 48 hours of departure;
3. Cancellation must be received at least 48 hours prior to departure or full payment will be due and no refund will be given;
4. Full refund is permitted on booking cancellations made outside of 48 hours from departure time excluding booking fees;
5. Rescheduling of a booking is permitted outside of 48 hours from departure time;
6. Any cancellations made within 48 hours (or 'no shows') will incur a 100% cancellation fee. In the case of gift voucher/certificate bookings passengers will forfeit tickets;
7. Bookings made within 48 hours of departure are non-refundable;
8. Flow mOcean reserves all rights to cancel or reschedule the activity in the event of adverse weather conditions or other unforeseen circumstances usually made 6pm the night before the class; It is up to Flow mOcean's discretion as to whether it is safe for bookings to go ahead;
9. Flow mOcean reserves all rights to cancel or reschedule an activity if numbers do not meet the minimum requirements; Kayak Yoga & Sup Yoga;
10. If Flow mOcean must cancel an activity due to inclement weather, or for any other reason, the activity will be rescheduled. If the activity cannot be rescheduled refund will be processed excluding booking fee.

Private Bookings

1. Bookings are essential;
2. A deposit of 20%, payable to Flow mOcean is required to confirm a booking;
3. Booking fee of \$150 is non-refundable
4. No refund of the deposit will be given for bookings cancelled within 7 working days of the booking date;
5. Final payment must be made and final numbers confirmed 7 days prior to booking date;
6. Bookings cancelled within 7 days will not receive any refund;
7. A 20% surcharge applies on Public Holidays;
8. Payment method – Via invoice EFT to bank
9. If Flow mOcean must cancel due to poor weather conditions, or for any other reason, the event will be rescheduled. If the event cannot be rescheduled a refund of any payments made will be provided excluding booking fee (3);
10. All participants need to read and sign our Waiver Form prior to each Class.
11. Some activities are run by external operators and are subject to separate booking terms and conditions.

Gift Vouchers/Certificates

1. Gift vouchers are valid for 12 months from date of purchase;
2. After 12 months, if the price of the class has increased, an additional amount will need to be paid at the time of booking;
3. Once a voucher has expired, Flow mOcean is under no obligation to offer an extension; however, we routinely assess such requests on a case-by-case basis. Extension requests are reviewed closely by our Team, gift voucher must still be valid at time of request
4. Flow mOcean accepts no responsibility for any stolen, lost or fraudulent gift vouchers. It is the holder's responsibility to ensure the safe keeping of the gift voucher(s).
5. Expired vouchers are non-refundable in whole or in part. After a voucher has expired, it is no longer valid and all transaction attempts will be declined. Any unused value at the date of expiry will become the property of Flow mOcean