

# Lost Shore Surf Resort - Terms and Conditions

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## 1. Introduction

These Terms and Conditions apply to all bookings and visits to the Lost Shore Surf Resort, 11 South Platt Hill, Newbridge, Edinburgh, EH288AY ("the Resort").

Please read these Terms and Conditions carefully as they form the basis of your contract with Tartan Leisure Limited trading as Lost Shore Surf Resort ("TLL", "we", "our", "us") and contain important information about your experience with us.

The person who makes the booking ("You", "Your") will be responsible for ensuring that all other members of their party, including children, are aware of and comply with these Terms and Conditions.

These Terms and Conditions incorporate the Resort's [Privacy Policy](#), [Cookie Policy](#), and [Accessibility Statement](#).

No variation to these Terms and Conditions shall be binding unless agreed by us in writing.

We reserve the right to make changes to the operation of the Resort at any time to comply with any safety regulations or statutory requirements without any liability on our part.

Our booking system is licensed to us by Endless Surf, with appropriate data processing agreements in place to protect your information.

## 2. Booking Terms

### 2.1 Making a Booking

To make a booking at the Resort, log onto [lostshore.com](http://lostshore.com) or contact our Visitor Experience team. You can only make a booking if you are 18 years or older.

Once you have placed a booking with us, we will send confirmation to the email address you have provided. Our acceptance of your booking will take place when we send the confirmation email, at which point a contract will come into place between you and us.

Please carefully check the details in the confirmation email and contact the Visitor Experience team if any of the details are incorrect. Any manifest error or omission in any booking confirmation may be corrected by TLL without reference to you, without any liability on our part.

### 2.2 Payment Terms

Full payment for your booking is due at the time of booking. We accept payment by all major credit and debit cards. We are also able to accept Resort Gift Vouchers as payment for eligible bookings.

The prices stated on our website are valid at the time of booking. The agreed price will be quoted online or over the phone when you make a reservation and confirmed to you via the confirmation email.

## 2.3 Cancellations and Changes

If you need to change or cancel your booking for any reason, please contact the Visitor Experience team. Your cancellation rights will vary depending on how much notice you give us.

Activity bookings:

- I. 7 days or less: you will not be entitled to move your booking or receive a refund on cancellation.
- II. More than 7 days: you will be entitled to move your booking, receive a surf credit or receive a full refund on cancellation. If you choose to request a surf credit or move your booking but later request a refund, this must be requested more than 7 days before the date of your original booking or before your surf credit expires.

Accommodation bookings:

- I. 14 days or fewer: you will not be entitled to move your booking or receive any refund for cancellation.
- II. 15 to 28 days: you will be entitled to move your booking or can receive a 50% refund for any cancellation
- III. More than 28 days from original booking date: you will be entitled to move your booking or receive a full refund for cancellation.

Validity dates for credit issued to your account vary depending on which product you have purchased and will be shown in your Lost Shore account. Credit cannot be used after expiry unless agreed with TLL in writing.

Any requests to move a booking will be subject to availability. A change of date, length of stay, or activity may result in a change in price. No refunds will be offered for a reduction in price. If the change results in a higher price, you will need to pay the difference at the time the change is made.

If we are not able to accommodate your requested change it will be treated as a cancellation.

## 2.4 If We Need to Change or Cancel Your Booking

We reserve the right to cancel or change your booking due to (i) safety considerations; (ii) factors beyond our control; or (iii) mechanical fault.

If we need to cancel your booking, we will use reasonable endeavours to notify you as soon as possible. If your booking is cancelled by us, you will need to contact our Visitor Experience team to arrange your refund. Refunds can be requested within 30 days from the date of cancellation and any refund requests made after 30 days will not be honoured.

In the event of adverse weather, your booking at the Resort will only be refunded if we notify you that the Resort is closed. You will not be entitled to a refund for your accommodation booking at the Resort if an activity at the Resort (including a surf session or lesson) is cancelled for any reason, including adverse weather conditions, if the Resort remains open.

Any payments made to debit or credit cards will be refunded to the same card used in the booking. Payments made by gift vouchers will be refunded by a credit to your account.

## 3. Activity Terms

### 3.1 Activity Bookings

You acknowledge that many of the activities on offer are physically challenging and participation in them is not without risk. You are responsible for ensuring that you and members of your party are physically fit enough to take part in any booked Activity.

The Cove can produce a variety of waves of different shapes, speeds and sizes. We have graded our surfing and bodyboard sessions by surfer ability. We strongly recommend that you refer to the guidance on our website before you self-assess your surfing ability.

If during your session we consider that you are in the wrong session for your surfing ability, we will try to move you to an alternative session. If there are no appropriate alternative sessions available, you may be asked to leave the session without a refund or compensation.

### 3.2 Activity Requirements

For activities in the Cove:

- I. Participants must be at least 7 years old
- II. Must be water confident in the bay
- III. Must be able to swim at least 25 metres unaided on the reef
- IV. If you are not a proficient swimmer and want to take part in a lesson in the bay, you will be required to wear a buoyancy aid

All participants must attend the safety briefing before their activity and will be given a rash vest to wear during their session to show they have received their safety briefing. Anyone who does not attend their surf lesson or surf safety briefing or refuses to wear their rash vest will not be allowed to participate.

Only permitted craft (e.g., surfboards and bodyboards) are allowed in the Cove for surf lessons or sessions.

Glasses and jewellery are not permitted in the Cove. If you choose to wear contact lenses, we recommend tight-fitting goggles.

### 3.3 Equipment

We will provide you with a full-length wetsuit and a softboard for any surf lessons. For surf sessions, wetsuits can be rented. Performance body boards and surf boards are available to hire for more advanced surfers, subject to availability. Gloves, boots and hoods will be available at no additional charge.

We strongly recommend that all surfers and bodyboarders wear a helmet during an activity in the Cove.

Participants may use their own wetsuits and boards if they wish, but we reserve the right to refuse any equipment we deem unsuitable or unsafe.

Any wilful damage to our equipment, loss of our equipment, or damage caused by negligence must be paid for by you on demand at the current replacement value.

## 4. Accommodation Terms

### 4.1 Accommodation Bookings

We offer 5 different types of accommodation units with different occupancies. The maximum occupancy for each unit is provided on our website. You must specify your party size and the number of adults and children under 18 in your party. Each accommodation unit will be equipped for the number of guests included in the booking unless confirmed otherwise with the Visitor Experience team.

Cots and highchairs are available on request, subject to availability and incur a surcharge of £20 per cot. Please let us know at the time of booking or contact the Visitor Experience team in advance of your stay.

Organised or corporate groups should contact the Visitor Experience team in advance to discuss their booking. Group Bookings may be subject to additional terms and conditions, which shall be agreed in writing.

### 4.2 Check-in and Check-out

You may check in at the main reception from 4pm on the day of your arrival. If you are booked to stay in one of our Hilltop Lodges, we offer a buggy service to assist you with your luggage from 4pm to 8pm. If you check in after this time, you will be required to walk to your accommodation. If you think you will arrive after this time but require assistance, please contact our Visitor Experience team prior to arrival so that we can try to accommodate you.

You must check out of your accommodation by 10:00am on your scheduled departure date. If you fail to check out by this time, you may be charged the applicable rate for an additional night's stay. If you require a late check-out you must enquire with the Visitor Experience team at reception upon check-in.

### 4.3 During Your Stay

Guests are required to complete payment for the full duration of their stay prior to checking in to their accommodation. Failure to do so may result in refusal of entry onsite.

You must treat your accommodation unit and its contents with care and leave it in a clean and tidy condition on your departure date. We reserve the right to charge you for any extra cleaning that may be required.

The maximum occupancy for each accommodation unit must not be exceeded. If it is, we may move those persons to another accommodation unit (if available) and charge you the full rate for that unit or ask the entire party to leave the Resort without any refund or compensation.

Alcohol may be purchased from the Canteen during licensed opening hours. The sensible consumption of alcohol is permitted at the Resort, but please remember that we are an inclusive, family-friendly venue.

Alcohol may be brought into the Resort for consumption in your accommodation unit; it may not be consumed anywhere else on site.

Smoking (including e-cigarettes and vaping) is not permitted in any of the accommodation units. Smoking is only permitted in designated areas.

No weapons, fireworks (including sparklers), naked flames (including candles, flares or lanterns) or illegal substances may be brought onto the Resort under any circumstances.

Well behaved dogs, with the exception of any dogs included in the Dangerous Dogs Act, are welcome to stay in any of our Hilltop Lodges for a minor surcharge, with a maximum of 2 dogs per lodge. Dogs are not permitted in any of our Waterfront accommodation and guests may be asked to leave and incur additional charges if a dog or dogs are discovered to be staying in any of our Waterfront units.

## 5. Voucher and Club Terms

### 5.1 Gift Vouchers

Gift vouchers can be exchanged for Surf Lessons, Surf Sessions, Accommodation Stays, Food and Beverage items, Retail items, and any other products or services available for purchase at the Lost Shore Surf Resort, subject to availability.

Gift vouchers are valid for 12 months from the point of purchase, are non-refundable, non-transferable, and can be used as part payment for any eligible products or services.

### 5.2 Activity Vouchers

Activity vouchers cannot be exchanged for any other Lost Shore product or service, including (but not limited to) items in Food and Beverage, Surf Shop, SurfSkate, The Spa Studio or Accommodation.

The vouchers can be transferred at the voucher holder's own liability but cannot be resold.

Voucher validity and redemption options are stated at the point of purchase and can be found by logging into the client area at <https://booking.lostshore.com>.

For multi-entry passes such as surf bundles, cancellation and refund may be requested in writing to the Visitor Experience team up to 7 days before the expiry of the vouchers. In this case, the refund due will be calculated as the total paid less any passes which have been used with the price taken as the full advertised single-entry voucher rate as at the time of cancellation. Refunds will be processed within 14 days of approval and will be issued to the original payment method. Surf

Bundles are for private and individual use and sharing them with others or using them for commercial purposes is not permitted. Misuse of surf bundles may result in the cancellation of your bundle with no compensation.

Resort guest surf vouchers are only valid within the duration of your stay in one of our accommodation units. If you cancel a surf booked with these vouchers, you will lose the pass and we will revoke the voucher. Alternatively, you may pay the difference to upgrade to a standard full price surf voucher, to use outside of your stay duration.

## 5.3 Lost Shore Surf Club

Membership of the Lost Shore Surf Club can be purchased at <https://booking.lostshore.com/club>. Validity and benefits are as set out on the purchase page and are subject to change from time to time. We will provide reasonable notice to members of any changes to membership benefits.

Purchases of memberships are non-refundable, except that you may cancel within 14 days of purchase provided you have not activated your membership or used any membership benefits. This does not affect your statutory consumer rights.

Membership benefits are for private and individual use; sharing or using them for commercial purposes is not allowed. Misuse of the membership might result in losing the member status with no refund.

Memberships are non-transferable and personal to the individual member named at the time of purchase.

Members must maintain accurate contact details in their membership account. We are not responsible for missed communications due to outdated contact information.

We reserve the right to terminate membership immediately without refund in the event of breach of these Terms and Conditions, misuse of membership benefits, or conduct that is deemed inappropriate or unsafe.

For further information about how we process member data, please refer to our Privacy Policy at <https://www.lostshore.com/privacy-policy>.

## 6. Health and Safety

Your safety and enjoyment whilst at the Resort is paramount to us. All participants must follow all safety warnings or instructions either as displayed or given by a member of our staff.

Due to the physical nature of surfing and bodyboarding, we strongly recommend that pregnant women consult their doctor before participating as it may cause harm. Any pregnant women who still wish to participate do so at their own risk.

The Resort operates a cold-water policy:

- I. Lessons for under-12s take a winter break from 1st December until 28th February
- II. Outside winter months, if the temperature drops below 7°C, we recommend rescheduling for anyone under 12
- III. For adult lessons, if the pool temperature drops below 2°C, sessions will be cancelled for safety reasons

We are not qualified to express an opinion regarding whether you are fit to participate in any activity. If any member of your party has a medical condition, illness, or injury which may affect their ability to participate, we recommend obtaining professional advice from a doctor.

You must make us aware of any medical condition that is likely to impact on your ability to participate in any activities. We reserve the right to prohibit or ask anyone to cease participation if we believe they may be at risk.

We have first aid facilities at the Resort. Please ask a member of staff if you require any first aid.

## 7. Children and Young People

Where the majority of a party are under the age of 18, there must be a sufficient number of capable and responsible adults of 18 years or above to supervise, with a minimum of one adult per accommodation unit.

The supervising adults will need to accept responsibility for all children and young people in their care and will always need to remain on site whilst the children or young people are at the Resort.

Any children under the age of 16 must be accompanied by an adult aged 18 years or above in any licensed areas, when close to the Cove, and when using any of our facilities.

For Cove activities:

- I. The minimum age for participating in surfing and bodyboarding sessions is 7 years old
- II. Children under 16 must be accompanied on site by an adult
- III. 16 & 17 year olds may participate without an adult present if their parent or guardian has signed our safety waiver form and provided emergency contact information

## 8. Accessibility

The Resort is an inclusive destination and we take pride in making it accessible to as many people as possible.

If any member of your party has any additional requirements, please contact our Visitor Experience team in advance of making your booking so that we can discuss availability, suitability, and any potential adjustments.

Although activities at the Resort are designed to be accessible to most people, there may be some people who require additional equipment or support to participate safely.

## 9. Parking and Facilities

Free parking, subject to availability, is provided in one of our designated car parks for the duration of your visit. Vehicles parked in the car parks are left at the owners' own risk.

All vehicles must be parked in the designated car park; guest vehicles are not permitted on the wider site.

Accessible parking is available in the main car park. Only vehicles displaying a blue badge may park in the Accessible Parking Bays.

Food and drink will be available to purchase at the Resort. If you have any food allergies or intolerances, you must let us know at the time of order.

Lockers are available at the Resort subject to availability.

## 10. Photography

You are permitted, as a non-professional photographer, to take photographs and/or video recordings in public areas of the venue for personal use only. Such personal use includes posting to your personal, non-professional, non-monetised social media accounts.

We may request that certain photographs are deleted if they are deemed to invade the privacy of other visitors and/or staff.

You are not permitted to fly any drone aircraft from or over the Resort without prior permission.

Under no circumstances will any photography or video be allowed in the changing, toilet, and shower areas.

You are only permitted to use Go-Pro cameras attached to your own surfboard in the Cove at your own risk. We reserve the right to deny entry to the Cove if we feel that a Go-Pro camera may not be safely attached.

We may take photographs or recordings of surfing sessions and make them available to purchase, although we cannot guarantee the availability for any specific session.

You are prohibited from using any photos or video footage for any commercial purpose without prior consent of TLL.

We may take photographs, live stream footage, or recordings where you may be captured. You agree to the publication of such material without prior notice or compensation. If you do not wish to be featured, please contact our Visitor Experience team.

## 11. Liability and Insurance

We do not exclude or limit liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our staff, agents or subcontractors and for fraud or fraudulent misrepresentation.

We accept no responsibility for any loss or injury resulting from your stay or participation in activities at the Resort, except when caused by the negligence of TLL or our staff, agents or subcontractors.

We accept no responsibility for the loss of, theft or damage to any property or equipment owned by or under your control which you bring to the Resort. You are solely responsible for the safety of your belongings.

We will not be liable to you for any indirect or consequential loss or damage, including traveling or out-of-pocket expenses incurred due to a cancelled booking.

You will be responsible for any damage you or any member of your party cause to our property due to negligence, carelessness, or wilful misconduct.

If you are traveling from abroad, we recommend that you have valid travel insurance to cover cancellation before the date of departure.

## 12. Changes to These Terms

We reserve the right to make amendments to these Terms and Conditions from time to time at our sole discretion. A copy of the latest version will be available on our website. We shall notify you of such changes by email if they materially affect your rights as a consumer.

## 13. Governing Law

These terms and conditions are governed by Scots law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of England and Wales, you may also bring proceedings in England and Wales.

If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, save for those persons that you make a booking on behalf of.