



## Terms and Conditions of Hire for Kayaks and Stand Up Paddle Boards

Equipment hire is subject to these terms and conditions. In order to hire the equipment provided by us, you are required to read these terms and conditions and when making your booking, confirm your acceptance and understanding of our terms and conditions of hire.

This AGREEMENT is made between:

(1) St Martin's Watersports (SMW) of Signal Rock, Higher Town, St Martin's, Isles of Scilly, TR25 0QL. Who provide Kayaks and Stand Up Paddle (SUP) Boards for hire and

(2) the undersigned ("Paddlers"), who wish to hire those Kayaks and SUP boards for use within the Inshore Waters of the Isles of Scilly.

### Definitions

The '**Hire Equipment**' provided by SMW under this agreement is listed below and includes each Kayak and /or SUP board, plus any paddle, buoyancy aid, waterproof bags, water resistant case for a mobile phone provided by SMW with each Kayak and/or SUP Board to the Paddlers.

The '**Hire Cost**' is the fee payable by the Paddlers for the hire of the Hire Equipment over the Hire Period from SMW. The current fees are advised on the brochure and on the website.

### RULES OF HIRE:

We recommend that you do not engage in activities using the hire equipment if you are pregnant, due to the potential risk of cold-water shock.

Full payment for the Hire Cost will be made at time of booking. Please arrive a few minutes before your hire time to give time for your Safety Brief.

At the Safety Brief, SMW will advise the Paddlers on the safe use of the Hire Equipment, how to prevent possible unsafe events and the means of mitigating those events, should they occur. All solo paddlers must be capable of self-rescue.

The Paddlers will be requested to inspect the Hire Equipment to ensure that they are satisfied with its condition, they understand how to use it and they have all the safety equipment and information they need.

Hire is conditional upon your agreement to the following rules:-

- a) You must adhere to all rules and obey all instructions given by us, to ensure your safety and the safe use of the hire equipment. Failure to do so may result in your use of the hire equipment being discontinued with immediate effect and without refund of the hire fee;
- b) You must attend and be attentive at the Safety Brief given by us prior to using any hire equipment;
- c) You must be an able and confident swimmer. If you are not, or you have any concerns in this regard, you must notify us ASAP and always prior to commencing use of the hire equipment;

d) The weight limit for single kayaks is 130kg, double kayaks a combined weight of 220kg. Single paddleboards have a weight limit of 120kg.

e) You must not allow or permit any other person who has not agreed to these terms and conditions to use any hire equipment or other apparatus provided by us;

f) You must wear the safety equipment provided by us at all times whilst using the equipment during the period of hire;

g) You must stay within the boundaries of your designated zone at all times during the period of hire. We have provided you with a map displaying the zones. We will designate you to a particular zone. It is entirely at our discretion which zone you are designated to and this will be determined by factors such as safety, your experience, weather conditions, length of hire and any other factors we deem appropriate;

h) You must take a fully charged mobile phone with you which is switched on, and able to be heard ringing whilst you are paddling. We will provide a waterproof mobile phone case for you.

i) You must exercise reasonable diligence, skill and care when using the hire equipment. In particular:-

i. You must avoid dragging the hire equipment over, or launching or beaching near, rocks or sharp objects;

ii. You must show reasonable care and attention to other people who may be nearby; and

iii. You must not behave in a manner which is dangerous to yourself or others or likely to damage the hire equipment.

Failure to exercise reasonable diligence, skill and care or behaving in a discourteous, dangerous or unruly manner may result in your use of the hire equipment being discontinued with immediate effect and without refund of the hire fee;

j) You must notify us immediately or as soon as is reasonably practicable of any damage or loss of the hire equipment;

k) You must not use the hire equipment whilst under the influence of alcohol, non-prescription drugs or any prescription drugs or other medication which could impair your ability to use the hire equipment in a safe manner;

l) If you are under 18, a named parent, guardian or supervising adult must agree to these terms and conditions on your behalf;

m) If you are under 18, you must remain within a safe distance (less than 100 metres, or the distance at which shouting can be heard, if this is less) of a named parent, guardian or supervising adult at all times during the period of hire;

n) At the end of the hire period, you must return promptly and, in any event, **no later than five minutes after the expiry time of the hire period**, with all of the hire equipment;

o) If you return later than the deadline in n) above, you will be charged the hourly rate for any equipment hired and it may be necessary for us to call the emergency services. If this is done unnecessarily, this may result in a penalty charge by the emergency services. **If a penalty charge is imposed, you shall be responsible for payment of the penalty charge in full;**

q) You must be respectful, careful and conscientious as to your surroundings. In particular, you must endeavour to avoid disturbing wildlife and must not leave litter.

SMW will endeavour to advise Paddlers early of any expected weather conditions and/or sea states arising which will preclude safe use of the Hire Equipment. For long term hires, all full days of the Hire Period that are lost due to those unsafe conditions SMW will refund 50% of the pro-rata Hire Cost.

Should you cause damage or loss to us or the hire equipment as a result of your wilful damage, recklessness, gross negligence, failure to follow our instructions, or you being under the influence of alcohol, non-prescription drugs or any prescription drugs or other medication which could impair your ability to use the hire equipment in a safe manner, than **you shall be liable for the full amount of repair or replacement and any associated costs** – including legal or other fees we incur in recovering payment from you.

Should SMW have any reasons to believe that a Paddler is not abiding to the above terms and conditions. SMW will immediately terminate this agreement and recover all Hire Equipment with no refund of Hire Cost.

By agreeing to these terms, you are confirming that you are happy with the condition of your rental equipment.

### **CANCELLATION POLICY, DEPOSITS AND REFUNDS**

We know things happen and plans change so we have a cancellation policy that is fair to our customers and fair to us.

St Martins Watersports reserve the right to cancel hire of their kayaks and paddle boards if they perceive weather and sea conditions to be unsuitable for kayaking and / or paddle boarding. In these instances, the hirer will be offered either an alternative hire time, or a gift certificate for future use or be issued with a full refund.

Any cancellations made by the hirer 48 hours before a booking will be eligible to a full refund, 24 hours before a 50% refund will be given. Less than 24 hours before or in the event of you not turning up for your hire, no refund will be offered unless cancelled by us due to unsuitable weather or sea conditions, or by you due to a genuine emergency.

St Martin's Watersports reserve the right to compensate themselves for any loss or damage to kayaks, paddle boards or equipment including paddles, seats, buoyancy aids, etc caused by you.