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CANOE HIRE AGREEMENT

Terms and Conditions

- The Canoe & equipment let out on hire, Ty Nant Outdoors Courses Ltd ("the Owner") and the Renter will not sell, hire out, lend or otherwise part with possession thereof.
- The Renter acknowledges and agrees that the equipment is in good condition in all respects and undertakes not to misuse it and returns it with all accessories in the same condition as when received (ordinary wear and tear excepted) to the place and on the due date and time specified on the hire forms as signed by the Renter. The Owner shall be entitled to charge the Renter for all damage caused to the equipment during the period of hire. In the event of damage and other than as a result of the Renter's misuse of the equipment, the Owner will use its best endeavours to repair it or procure its repair.
- The period of hire commences at the time of collection and is deemed to continue until the equipment is received by the Owner as aforesaid.
- The Owner shall not be liable for any damage caused or loss made whatsoever by Damage or other defects in the equipment or other circumstances beyond the Owners control. The Renter shall indemnify the Owner in respect of all costs, claims, expenses, and demands which it may suffer or incur and which arise directly or indirectly out of the use of the equipment during the period of hire. The Owner reserves the right to use the Renters deposit in part or in full settlement of any such claim.
- In the event of the equipment being lost or stolen the Owner reserves the right to call upon the Renter to indemnify the Owner the replacement value of the equipment. However, should the equipment subsequently be recovered in a useable condition, the Owner undertakes to refund the Renter's Indemnity in full within fourteen days.
- The Renter Shall be solely responsible for and shall keep the Owner fully indemnified in respect of all fines, impositions or other penalties occasioned by the use of the equipment during the period of hire in respect of violation of any Acts of Parliament, Orders, Regulations or bye-laws for the time being in force.
- Any conditions or warranties not expressed and which might be implied on the part of the Owner except Statutory Warranties are excluded.
- The Renter will ensure that the equipment is adequately secured to an immovable object when not in use, will not use the equipment under the influence of drink or drugs and WILL IMMEDIATELY NOTIFY THE OWNER IN THE EVENT OF ANY LOSS OR DAMAGE OF THE EQUIPMENT, OTHER THAN THOSE REASONABLY REPAIRABLE BY THE HIRER. THESE SHOULD BE REPORTED TO THE OWNER UPON THE RETURN OF THE EQUIPMENT.
- The Renter will pay to the Owner on demand all charges due under the agreement. The estimated rental charge (calculated as per the Owners current lists) plus any charges for additional accessories and attachments, is payable in advance before collection, together with a deposit as advertised. Any refunds due, if any will be made when the equipment is returned to the Owner as aforesaid.
- In the event of a cancelled forward booking, a minimum of 20% of the rental charge thereof will be payable together with the balance thereof should the Owner be unable to re-hire the equipment in question for the same period.
- If the Renter shall commit any breach of the terms of this agreement the Owner shall be entitled, but without prejudice, to any other rights or remedies which it may have to terminate the hire of the equipment, and recover possession thereof without notice, and to make a reasonable charge for such repossession. No rights of the Owner under the agreement will be waived except in writing by a duly authorised member of staff.

LIABILITY AND INSURANCE

- Canoeing/kayaking are potentially dangerous activities. All participants must be aware of this and accept the risks associated with these activities. Whilst the company has an excellent safety record, responsibility for injury or illness arising from canoeing/kayaking or associated activities can only be accepted if caused by negligence on the part of the company servants or agents.
- Participants are strongly advised to arrange their own insurance cover. The company is unable to offer any form of insurance cover (other than public liability).

HEALTH AND SAFETY CONSIDERATIONS

- Due to the strenuous nature of canoe sports, all participants should be physically fit. Anyone with a medical condition must seek medical advice before considering participating.
- All participants must be able to swim 25m and be confident swimming in open water.
- It is recommended that spectacles are impact-resistant with plastic lenses and frames.
- The wearer must accept that injury may still occur if any form of spectacles are worn and accept full responsibility for any such injury.
- Contact lenses may be worn by participants at their own risk.
- The Company must be informed of any medical conditions (asthma, epilepsy, deafness etc) or any other special needs of any/all participants.
- All Personal protective equipment provided by the Renter must be used at all times while next to or on the water.

When making your equipment booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.



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Disclosure of Risk

Ty Nant Outdoors Ltd asks you to read the following. It may have a bearing on your safety, & that of others that are involved in activities with you.

Ty Nant Outdoors has legal & regulatory obligations to provide a duty-of-care to all that participate in any of our outdoor activities. As you would expect we take all reasonable steps to provide the level of care & assurances of safety that are appropriate to each of the activities. You should though be aware that there will always be certain risks that are inherent to outdoor activities. It is not possible to eliminate these risks without destroying the character & experience of each activity. Accidents can happen without any contributory negligence from the centre or its staff. The centre can accept no responsibility for loss or damage to personal property or for personal injury not arising as a result of its own act or default.

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The level of real, as opposed to perceived risk associated with the activities, is very low. However, the types of risk may be something with which you are not ordinarily familiar. For avoidance of uncertainty, **environments & situations that you may encounter include:**

- **Rough / rugged terrain:** this may cause you to experience greater than usual strain on joints & muscles
- **Physical effort:** our activities may involve you in a greater level of exertion than in your usual day-to-day environment.
- **Height & water:** whilst appropriate safety precautions are taken, some people can find situations at height or on water to be stressful.
- **Machinery:** the addition of machinery, such as mountain or quad bikes, in combination with the environment used for the activities, plus human error, does present additional opportunity for accidents.
- **Natural environment:** most likely to be a rapid & significant change in the weather, or unstable/slippery conditions underfoot, but can also include rock falls, lightning etc.
- **Slips & trips:** the most common cause of accident throughout society, the opportunity for slips, trips & falls is likely to be greater than that which you usually experience.
- **Loss or damage:** the environments and activities that you choose to experience may increase the potential for loss of or damage to your personal clothing or equipment.
- **Canoeing/Kayaking** are potentially dangerous activities.

As well as Ty Nant Outdoors part in ensuring as safe an environment as possible for each activity, participants also have a responsibility for safety. **Your responsibilities are as follows:**

- **Medical:** please make us aware of medical condition(s) or injuries, past or present. We can then agree with you whether or not you should participate.
- **Disabilities:** Disabled persons are welcome to participate in courses. Please send details of your specific needs to the company at the time of booking.
- **Fears & phobias:** before commencing any activity, please ensure that we are aware if you have any major concerns, fears or phobias about the situation(s) in which you are choosing to place yourself. We will work with you to help ease your feelings of discomfort/apprehension/fear, & ensure that you are as comfortable as possible.
- **Drugs & alcohol:** it is potentially highly dangerous to participate in any activity whilst under the influence of drugs or alcohol. Ty Nant Outdoors reserves the right to prevent any person participating in any activity, should we suspect that they may be under the influence of drugs or alcohol.
- **Instruction:** you must accept & act upon all direction & instruction from our instructors.
- **Water Activities:** All participants must be water confident and able to get themselves to the side aided by a buoyancy aid.
- **Spectacles:** may be worn at the discretion of the Course Director. It is recommended that spectacles are impact resistant with plastic lenses and frames. The wearer must accept that injury may still occur if any form of spectacles are worn and accept full responsibility for any such injury
- **Contact lenses:** may be worn by participants at their own risk.

Ty Nant Outdoors Ltd may require any participant to leave the course if that person acts in any such manner as to endanger him/herself or any other participant. The Course Director may require any participant to leave the course if that person is not of a suitable standard to be on that particular course.

VALIDATION CODE: TYNANT 2020

This code is needed on your Equipment hire booking agreement form. Copy the or remember this code. It is in Cap locks and has one space gap.