

WATERSPORTS EQUIPMENT HIRE – TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the hire of watersports equipment by Paddleactive Ltd (SC534591), trading at East Neuk Outdoors, Cellardyke Park, Cellardyke, Anstruther KY10 3AX.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Watersports equipment”	means a kayak or paddleboard, wetsuit, buoyancy aid, pump, leash and paddle supplied by Us and hired by You subject to these Terms and Conditions;
“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the hire of the watercraft by You from Us, as explained in Clause 3;
“Hire Agreement Form”	means the form completed and signed by You specifying the details of Your watercraft hire;
“Hire Period”	means the period for which You will hire the watercraft(s);
“Month”	means a calendar month;
“Price”	means the total price payable for the hire of the watercraft(s);
“Security Deposit”	means the sum payable under sub-Clause 7.4 to cover the non-return, loss, theft or non-accidental damage of the Bike(s);
“We/Us/Our”	Means Paddleactive Ltd (SC534591), trading at East Neuk Outdoors, Cellardyke Park, Cellardyke, Anstruther KY10 3AX.
“You”	means you, the hirer of the watercraft(s).

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, or other means.

1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

2. **Information About Us**

- 2.1 Paddleactive Ltd (SC534591), trading at East Neuk Outdoors, Cellardyke Park, Cellardyke, Anstruther KY10 3AX 01333 310370
- 2.2 We are regulated by HSE and our staff are regulated by The Scottish Canoe Association.

3. **The Contract**

- 3.1 These Terms and Conditions govern the hire of watersports equipment from Us and will form the basis of the Contract between Us and You. Before completing the Hire Agreement Form, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your completed Hire Agreement Form constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your signed Hire Agreement Form, indicated by Our signing the Hire Agreement Form, and Your payment of the Price.

4. **Watersports equipment**

- 4.1 We use all reasonable endeavours to ensure that all our watersports equipment is regularly maintained, safety checked, and/or replaced as necessary.
- 4.2 At the time of hire, We will advise You on the appropriate size and type of watercraft. You are under no obligation to follow Our advice, but We will not bear any liability for any injury or damage that results from Our advice not being followed.
- 4.3 All watersports equipment is supplied with suitable buoyancy aids. We will not bear any liability for any injury or damage that results from Your failure to wear a buoyancy aid.
- 4.4 Offsite Paddleboards are supplied with a pump, leash and paddle. Tidal pool Paddleboards (fully inflated) are supplied with a paddle and leash. Kayaks are supplied with a paddle.

5. **Your Responsibilities**

- 5.1 You are responsible for ensuring that You (and anyone else in Your party) use the watersports equipment safely and correctly.
- 5.2 You are responsible for ensuring that You (and anyone else in Your party) are suitably physically fit to use the watersports equipment without risk of injury.
- 5.3 When hiring the watersports equipment You are acknowledging that kayaking and paddleboarding carries with it inherent risks including, but not limited to, those posed by other water users; loose, slippery or uneven terrain when launching; cold water immersion; changeable weather conditions. By continuing with the hire You acknowledge to Us that You accept all risks associated with using watersports equipment and that Our liability will be limited according to Clause 12.
- 5.4 We do not provide any form of insurance and it is therefore Your responsibility to ensure that You (and anyone else in Your party) are covered by suitable

insurance for the duration of the Hire Period.

6. Hire Period

- 6.1 The Hire Period should be specified in the Hire Agreement Form.
- 6.2 For offsite hires unless it is expressly stated otherwise, the Hire Period begins at 09:00 and ends at 16:30 on the same day for Hire Periods of one day or at 16:30 on the final day of the Hire Period for Hire Periods exceeding one day. For Tidal Pool hires unless it is expressly stated otherwise, the hire period begins 1 hour from when you receive your watercraft (paddleboard or kayak).
- 6.3 Hourly hire periods begin at your chosen time on the Hire Agreement Form and end as specified on the Hire Agreement Form.
- 6.4 You may extend the Hire Period by contacting Us on 01333310370 or info@eastneukoutdoors.co.uk. Extended Hire Periods shall be charged at Our normal rate.

7. Fees and Payment

- 7.1 The Price for the watersports equipment hire will be that shown in Our price list at the time of Your hire.
- 7.2 We may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised.
- 7.3 The balance of the Price (i.e. the full payment) should be made when You collect the watersports equipment at the start of the Hire Period.
- 7.4 A Security Deposit of £50 should be paid by credit or debit card when You collect the watersports equipment at the start of the Hire Period. We will not release any watersports equipment to You without the payment of the Security Deposit. The Security Deposit will be retained by Us in full or in part if any watersports equipment is not returned, lost, stolen or damaged in any way.
- 7.5 All Prices include VAT.

8. Cancellation of Advance Bookings

- 8.1 If You make a booking in advance, You may cancel Your booking at any time before the start of the Hire Period subject to the following:
 - 8.1.1 For Orders cancelled more than 24hrs before the start of the Hire Period, there will be no charge and any sums You have already paid to Us for the booking will be refunded in full.
 - 8.1.2 For Orders cancelled less than 24hrs before the start of the Hire Period, You will be required to pay a cancellation fee of £20 per watersports equipment item hired to cover Our lost opportunity to rent the watersports equipment to other customers (or, if You have already made any payments to Us for the booking, We will retain the fee from such sums).
- 8.2 We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

9. Collection, Hire and Return

- 9.1 The Hire Period begins at the time and date stated in the Hire Agreement Form.

- 9.2 You should check the watersports equipment at the time of collection. If there are any parts missing or if there is any visible damage to the watersports equipment, You should inform Us immediately, before leaving the store. We will use all reasonable endeavours to replace missing parts or damaged watersports equipment. If We are unable to replace missing parts or damaged watersports equipment or the watersports equipment is not fit for safe use, You will receive a full refund of any sums already paid to Us.
- 9.3 We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. If You discover any damage (pre-existing) or fault with the watersports equipment during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the watersports equipment. If We are unable to replace or repair the watersports equipment, or if You would prefer to reject the damaged or faulty watersports equipment, whether before or after a repair or replacement (if the replaced or repaired watersports equipment is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.
- 9.4 The Hire Period ends at the time and date stated in the Hire Agreement Form. Any watersports equipment returned late will incur an excess charge of £10, per hour per item of hired watersports equipment (this will include hours between Our closing time of 16.30pm and opening time of 08.30am if You fail to return the watersports equipment before Our store closes on the day the watersports equipment is/are due to be returned.) Watersports equipment may be returned early, however We are unable to issue any refunds of any kind for early returns that do not fall under sub-Clause 9.3.

10. **Loss and Damage**

- 10.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to the equipment you have hired.
- 10.2 Any charges due under this Clause 10 will firstly be taken out of Your Security Deposit. If the cost of repairing the damage or replacing the watersports equipment is, in Our opinion, higher than the sum of the Security Deposit, You will be required to pay any excess sum.
- 10.3 You will not be responsible for any pre-existing damage to equipment that has already been identified under sub-Clause 9.2 at the time of collection, or for any damage or faults that are discovered under sub-Clause 9.3 during the Hire Period.
- 10.4 Full details of all charges are available on request.

11. **Our Liability**

- 11.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.

- 11.2 In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact your local Citizens Advice Bureau or Trading Standards Office.

12. **Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

13. **Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us in person at East Neuk Outdoors, Cellardyke, Anstruther, Fife KY10 3AX. You can also contact us on 01333310370 , 07769866454 or info@eastneukoutdoors.co.uk

14. **Complaints and Feedback**

- 14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Michael Spencer – Director Paddleactive Ltd.
- 14.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the equipment, please contact Us in one of the following ways:
- 14.3.1 East Neuk Outdoors – 01333310370 or 07769866454 or info@eastneukoutdoors.co.uk

15. **How We Use Your Personal Information (Data Protection)**

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Michael Spencer – Director.

16. **Other Important Terms**

- 16.1 We may transfer (assign) Our obligations and rights under these Terms and

Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

- 16.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. **Governing Law and Jurisdiction**

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law in Scotland.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.