
TERMS AND CONDITIONS OF HIRE

St Agnes Water Sports ("Us" or "We") provide sit-on-top kayaks, stand up paddle boards, and snorkelling equipment hire from the beautiful island of St Agnes on the Isles of Scilly.

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 sign them to confirm your acceptance and understanding of our terms and conditions of hire.

1. THESE TERMS AND CONDITIONS

These Terms and Conditions govern any contract between us and you and shall prevail over any other terms, unless such other terms are expressly agreed by us in writing.

2. RULES OF HIRE

2.1 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 a safety briefing 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) Any person intending to use any hire equipment must complete and sign these terms and conditions;
- e) You must not allow or permit any other person who has not signed 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 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 3 clear 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, and any other factors we deem appropriate;
- h) If your designated zone is outside of Zone 1, you **must** take a mobile phone with you. We will supply you with waterproof pouches for storage of a mobile phone;
- 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 sign 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 before the expiry time of the hire period**, with all of the hire equipment;
- o) If you return later than the deadline in n) above, 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;**
- p) You must always sign in and out as appropriate of the register provided by us; and
- 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.

3. SAFETY

3.1 Safety is of paramount importance. We will take all reasonable steps to ensure you use the hire equipment safely. However, learning and taking part in any new activity contains a degree of risk. To manage and reduce that risk:-

- a) You will be given a safety briefing before you use the hire equipment. You must not partake in any activity using the hire equipment until you are confident you have understood the safety instructions. Please always feel free to ask us if you need further assistance or advice; and
- b) You will be provided with the appropriate safety equipment. We will give you the correct size and ensure it is adequately fitted, but you must ensure you have checked the size and fit before commencing any activities using the hire equipment. You must wear the safety equipment provided at all times whilst using the hire equipment.

3.2 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.

3.3 Paddle boarding, kayaking and snorkelling require a certain degree of fitness. You must ensure that you are sufficiently fit and healthy to undertake these activities and, if you fail to do so, you undertake the activities at your own risk. We are happy to discuss this with you if you are unsure whether you are sufficiently fit or healthy to undertake such activities.

3.4 We reserve the right to cancel a hire if there are unmanageable risks or unsafe or unsuitable conditions.

4. DISABILITY OR ADDITIONAL REQUIREMENTS

Our activities are open to all, subject to our rules on safety. If you are disabled and require any reasonable adjustments to enable you to access our services or use the hire equipment, please let us know in advance and we will use our best endeavours to assist you.

5. PRICE & PAYMENT

5.1 The price for your hire will vary depending on which hire package you choose and will have been notified to you upon your enquiry as to hiring our equipment.

5.2 Payment must be made in full prior to hiring our equipment.

6. CANCELLATIONS

6.1 If you wish to cancel after the hire period has commenced, you will not be entitled to any refund of the hire fee unless you are exercising a statutory right to reject the hire equipment, in which case you will be entitled to a proportionate refund based on the period of hire which you have not yet enjoyed.

6.2 If we are forced to cancel your hire at any point during the hire period due to your conduct or actions (whether that be, for example, due to recklessness, insubordination, deliberate or other failure to follow instructions or orders, using the hire equipment in an unsafe or dangerous way or in a manner likely to damage the hire equipment, or simply inconsiderate to those around you) you shall not be entitled to any refund of the hire fee.

6.3 If we are forced to cancel your hire due to circumstances out of our control, such as unsafe weather conditions, you shall be entitled to a refund of the hire fee on the following basis:

- a) If the hire is ended in the first quarter of the allotted time period, you shall receive a refund of 75% of the hire fee;
- b) If the hire is ended in the second quarter of the allotted time period, you shall receive a refund of 50% of the hire fee;
- c) If the hire is ended in the third quarter of the allotted time period, you shall receive a refund of 25% of the hire fee; and
- d) If the hire is ended in the final quarter of the allotted time period, you shall not be entitled to a refund.

7. COMPLAINTS

We are confident you will be thoroughly satisfied with the hire equipment and your experience with us. If, however, there is anything you are less than pleased with, please let us know and we will try to assist and ensure your experience was a wholly positive one.

8. DAMAGE CAUSED BY YOU

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.

**WE DRAW YOUR ATTENTION, IN PARTICULAR, TO THE FOLLOWING CLAUSE 9 –
OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1 We do **not** limit or exclude our liability to you where it would be unlawful to do so. This includes liability for:

- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; and
- c) a breach of your statutory rights in relation to the hire equipment.

9.2 Subject to 9.1, we will **not** be liable to you for any loss or damage caused by us (or our employees or agents) in circumstances where:

- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- b) any loss or damage was unforeseeable, i.e. any loss which neither we nor you considered was likely to happen when we entered into this contract; or

c) any increase in loss or damage was caused or resulted from a breach by you of any term of this contract.

9.3 Subject to 9.1, we will **not** be liable, in the absence of any negligence by us or our employees or agents, for any loss, damage or injury suffered by you.

9.4 For the avoidance of doubt, we shall **not** be liable for any loss or damage suffered by you or any other person 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.

9.4 You must take care of your personal possessions at all times. We shall not be liable for any loss or damage caused to your personal property unless that loss or damage is due to our negligence.

HIRE START TIME:

HIRE END TIME:

Personal Details

Full Name:
Mobile telephone:
Email:
Address:

Any medical conditions:

Emergency contact details

Full Name:
Telephone:

Under 18 supplementary details

Parent or Guardian Full Name:
Address:

Telephone:
Email:

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CUSTOMER'S SIGNATURE (by parent or guardian if under 18)

PRINT NAME:

DATE:

By signing this document, you are accepting and acknowledging all the information given to you and that you understand the risks associated with taking part in any water based activities through St Agnes Water Sports.

If you require any further assistance or information about these terms and conditions or hiring our equipment, then please ask.



Personal Details

Full Name:
Mobile telephone:
Email:
Address:

Any medical conditions:

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PRINT NAME:

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