

Kayak Booking Form

Hire Operators

The operators of the hire business are Don and Katheleen MacDonald t/a Eriskay Lilt, 15 Ascot Avenue, Glasgow, G12 0AX.

Items Hired

Description	Quantity
Sit-on-top kayak	2
Paddle	2
Buoyancy aid	2
Kayak trolley	2

Hiring Party (the "Hirer")

Full Name:

Address:

.....

Postcode:

Email:

Telephone: Mobile Phone:

Hire Period: Starting on(insert date)

for a maximum of week(s).

All hire periods are scheduled to end on Fridays at 5.00pm. The hire operators reserve the right to charge additional reasonable hire charges for the late return of kayaks and equipment.

Hire Charge: £100 per week, or part thereof.

Holding Deposit: Not required.

Signature:

Date of signing:

By signing above, the hirer acknowledges that (s)he has read the full Terms and Conditions of Hire and agrees to be bound by them.

Terms & Conditions of Hire

1 Introduction

- 1.1 Kayaks and equipment can only be hired from the operators of the hire business Eriskay Lilt (hereinafter referred to as **Eriskay Lilt, we, us**) upon completion of a Booking Form. The signatory of the Booking Form is designated the **hirer**. A booking is made by the **hirer** (hereinafter referred to as **you, your**) by submitting **your** completed Booking Form to **us** along with any agreed deposit. Upon acceptance by **us** of **your** completed Booking Form a binding contract is formed between **you** and **us** on the terms and conditions set out below. **We** reserve the right not to accept or fulfil a booking.
- 1.2 All bookings are subject to availability. When a booking is made by one person on behalf of another person or other people (as the case may be), the person making the booking confirms to **us** that he or she has the authority to make such booking on behalf of the other person(s) (as the case may be).
- 1.3 The hire period commences on the day the kayak(s) and equipment are collected by or delivered to **you** and continues until the kayaks(s) and equipment is returned to **us**.
- 1.4 In this agreement **tour** refers to any self-guided journeys or voyages **you** or any members of **your** group make using the kayak(s) hired from **us** under the terms and conditions of this Booking Form.
- 1.5 As signatory of this Booking Form **you** accept responsibility for ensuring that any and all members of the group included in the hire covered by this Booking Form comply with the terms and conditions herein.

2 Your Responsibilities

- 2.1 **You** are responsible for ensuring that **you** are physically fit enough to undertake kayaking any distance using **our** kayak(s) you have booked. **We** do not accept any responsibility for **your** failure to complete **your** hire period or **tour** due to lack of fitness, illness or injury. All users must be suitably experienced/competent, and confident in their abilities to navigate the kayak. Other than as specified in clause 5 (below), **we** do not accept liability for death, personal injury, loss or damage to personal effects of any participant, nor can **we** accept any responsibility for delays or changes to **your** period of hire or **tour** due to weather, strikes, war, terrorism or other causes.
- 2.2 **You** accept that kayaking on the sea or fresh water carries its own risks and **you** have made **your** booking on the basis that you undertake the hire and **tour** at **your** own risk. No kayak is to be paddled further than 100 metres off shore. **You** understand and accept that **we** insist on the wearing of buoyancy aids at all times on the water during your **tour** and **we** provide a buoyancy aid with each kayak hired. **You** understand and accept that **we** advise the wearing of suitable protective clothing at all times during **your tour** and that **you** are responsible for providing **your** own protective clothing.
- 2.3 **You** will paddle and navigate **your** kayak responsibly at all times. At no time should anyone behave in a reckless manner likely to put their own or others lives in danger. Hire will be revoked during your hire period in cases of reckless or dangerous behaviour, with no refund given. Other than as specified in clause 5 (below), **you** will not hold **us** responsible for any loss, damage or injury including death to persons or property with regard to use of the kayak(s) and equipment hired. **You** accept responsibility to indemnify **us** against any claim, interest, demand or expense in respect of any such injury or damage.
- 2.4 **You** will ensure that you have suitable insurance cover at all times during your period of hire.
- 2.5 **You** are responsible for all kayak(s) and equipment hired or loaned and it is **your** responsibility to keep the same safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.
- 2.6 You will notify **us** immediately of any loss, damage or theft to the hired kayak(s) or equipment howsoever caused. **You** will be responsible for paying **us** the reasonable costs of reparation of any such loss, damage or theft.
- 2.7 **You** will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired kayak(s) or equipment.

3 Personal Safety

- 3.1 Each kayaker is responsible for his or her own safety. Kayaking involves personal risk and **you** must use **your** kayak responsibly.
- 3.2 Injury(ies) and/or death associated with the sport or recreation of kayaking may result from weather, excessive speed, collision with inanimate objects or other users on the water, kayaker inexperience, error or abuse of equipment.
- 3.3 **You** must not use **your** kayak under the influence of alcohol, strong medication, other drugs or when fatigued. **We** will refuse hire to anyone **we** believe to be intoxicated. Hire will be revoked during **your** hire period if you become intoxicated, with no refund given.
- 3.4 Young persons under the age of 16 must be accompanied by an adult at all times whilst on or near the water.
- 3.5 First time or novice kayakers should use the equipment under the supervision of an experienced kayaker.
- 3.6 Kayaks must not be used during the hours of darkness.
- 3.7 No person is permitted to be towed by a boat whilst sitting in a kayak, except for the purposes of rescue.

3.8 **You** must keep away from boats on moorings or at anchor. **You** must observe any reasonable instruction given by any harbour master, his officials, or any other bona fide authority.

4 Payment and Deposit

4.1 In consideration of **Eriskay Lilt** arranging and fulfilling **your** hire in accordance with these terms and conditions, **you** will pay **us** the total price for the hire period set out overleaf in the Booking Form in advance of the hire commencing.

4.2 Proof of identity may be required at the commencement of any hire period, in the form of a valid driving license or passport.

4.3 At **our** discretion, a holding deposit of £50 per kayak per hire may be required at the commencement of any **hire period**. This may be increased to a deposit to the value of the kayak(s) and equipment by credit or debit card payment or other surety as deemed sufficient by **us** depending on **our** assessment of the risk and the value of the kayak(s) and equipment. This deposit will be returned in full at the end of the hire period provided that:

- i) kayaks and/or equipment hired or used are returned in an undamaged condition to **us**; and
- ii) kayaks and/or equipment hired or used are returned within the arranged hire period and at an arranged time and place to **us**.

4.4 If the terms set out in 4.3 (above) are not complied with, **we** reserve the right to charge reasonable charges until such time when kayaks and/or equipment concerned have been returned to **us**. In the case of kayaks and/or equipment left or returned damaged, **you** are responsible for any costs incurred and sustained in replacing or repairing (whichever the cheaper) the items concerned to a condition equivalent to that prior to the hire. In all cases normal wear & tear as defined by the product's manufacturer or supplier is accepted & allowed and is included in any hire price.

4.5 In all cases, the holding deposit can be used as a deposit against the costs or charges mentioned herein.

5 Our Liabilities to You

5.1 **Eriskay Lilt** accepts responsibility for death, personal injury and direct loss suffered by **you** which **you** can demonstrate was caused by **our** negligence up to the limit set out in clause 5.3 below.

5.2 **We** will not be liable to **you** where any alleged loss or damage results from:

- i) any of **your** own actions or omissions;
- ii) the action or omission of a third party not connected with the provision of your kayak hire;
- iii) an event or circumstances which **we** could not have predicted or avoided even after taking all reasonable care;
- iv) where any loss or damage is considered to be indirect or consequential loss.

5.3 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, **our** total liability to **you** under this contract between us shall be limited to the total cost of **your** booking.

5.4 **We** shall have no liability to **you** if **we** are unable to fulfil a booking due to an event of force majeure. In the event of **us** being unable to fulfil **your** booking, **our** liability to **you** shall not exceed the agreed cost of the hire.

5.5 Except where expressly permitted under the Data Protection Act 1998, **we** will only use **your** personal details in connection with your booking arrangements, unless **you** agree otherwise. **We** will keep **your** personal details secure in accordance with **our** obligations under the Data Protection Act 1998.

6 General

6.1 These terms and conditions constitute the entire agreement between **you** and **us**, and supersede any previous agreement or understanding and may not be varied except in writing between **you** and **us**. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

6.2 Any notice required or permitted to be given by **you** to **us**, or by **us** to **you**, under these terms and conditions shall be in writing.

6.3 No failure or delay by either party in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

6.5 Except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

6.6 These terms and conditions shall be governed by the law of Scotland, and **you** and **we** hereby agree to submit to the exclusive jurisdiction of the Scottish courts.