

CONDITIONS OF HIRE

1. No one under the age of 18 or over the age of 65 can use/hire equipment off site.
2. Kayaks are not to be used during the hours of darkness and can only be hired for off-site use during opening hours which are 08:00 hours – 20:00 hours.
3. No-one in charge of a kayak should be under the influence of drink or drugs.
 - We will refuse hire to anyone we believe to be intoxicated.
 - Hire will be revoked, without refund, if you are intoxicated whilst using our equipment.
4. Buoyancy aid(s) - supplied or your own - must be worn at all times when you, or any of you party, are on the water.
5. It is advised to use a paddle leash at all times on the water.
6. No kayak (unless we have approved a sea kayak to do so on the planned route advised by you at the time of hire) should be paddled further than 100m off shore.
7. All users must be suitably experienced/competent, and confident in their abilities to navigate the kayak in prevailing conditions: if in doubt do not risk it.
8. No person is permitted to be towed by a boat whilst sitting in a kayak, except for the purposes of rescue.
9. At no time should anyone behave in a reckless manner likely to put their own or others' lives in danger. Hire will be revoked in cases of dangerous behaviour, with no refund.
10. Keep away from boats on moorings or at anchor. You may cause damage if you get too close and/or disturb people on board.
11. Observe any reasonable instruction given by a Harbourmaster, his officials or other bona fide authority.
12. We require photo proof of identity e.g. driving license or passport and we require £100 cash deposit on the day of hire for each boat or other security. This will be refunded when all of our equipment is returned and free from any damage.
13. Damage caused to the kayak or equipment must be paid for. Part/all of the deposit may be kept to cover such damage plus any excess charged.
14. It is the hirers' responsibility to take every reasonable care and therefore avoid any third-party claim. In the event of any claim arising from negligence by the hirer shall be met by the hirer as their sole responsibility.
15. Insurance: Isle of Harris Watersports is NOT responsible in any way for the safety, actions or consequences thereof of hirers which is entirely at their own risk. The hirer[s] is fully responsible for the kayak or paddleboard throughout the hire period and must ensure that THEY ARE PERSONALLY INSURED for any injuries. Any loss or damage to any of our equipment must be paid for in full at the end of hire period.

**in lieu of a cash deposit a valid passport (per kayak) may be received and held as security and/or a credit card authorisation to be processed against damaged or missing items.*

Booking & Hiring of Equipment

All bookings must be made through our office. You can speed up the process by filling in the Booking Request form on line and contacting us once you have submitted it. We reserve the right to decline any booking at our discretion.

Clients booking by telephone will be deemed to have read and accepted these Terms and Conditions.

We require a 30% deposit payment when you make your booking to secure the booking. This payment is non-refundable and, in the event of you cancelling your booking, will be used as a cancellation fee to cover administrative costs.

All bookings are treated as provisional until the deposit payment has cleared in Isle of Harris Watersports bank account.

Designated Adult

There must be a Designated Adult over the age of 18 years in each group. The designated adult is responsible for ensuring that each member of the group is aware of and agrees to these Terms and Conditions.

The Designated Adult, upon receiving the hired equipment, also accepts full responsibility for any loss or damage to our equipment or to any third party's equipment up to the value of replacement. All parties to the hire are jointly and severally liable for any charges for damage to, loss or late return of the hire equipment

Hiring of Equipment

Proof of identification (e.g. passport or photo driving license) is required from anyone wishing to hire our equipment. This identification may be retained until our equipment has been returned.

We reserve the right to charge for the late return of equipment at our standard rate per unit per day or part thereof.

Liability

We recognize that canoeing and/or kayaking are inherently dangerous activities with a danger of personal injury or death attached. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement. By accepting these Terms and Conditions you are confirming that you are aware of this and accept the risks associated with this activity.

Please note that we cannot accept responsibility for any personal injury or death. However, nothing in these Terms and Conditions shall affect the statutory rights of any client or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Isle of Harris Watersports.

By agreeing to these Terms and Conditions you accept that Isle of Harris Watersports does not have any responsibility whatsoever for loss or damage to your personal belongings.

You should be aware that any water-resistant containers (or storage compartments) supplied by us are not guaranteed to be water proof. Therefore, you should not rely on the water-resistant containers that we supply to keep your property dry, and you accept that you are taking your personal property out on the water at your own risk.

Availability

All the activities offered are subject to availability. We cannot guarantee that a particular date will be available for an activity and we reserve the right to offer alternative dates for the activity offered if necessary. Booking early is advisable.

Weather

In most cases neither you nor we are entitled to cancel because of adverse weather conditions. Nevertheless, for some events if the safety risks are, in our opinion, unacceptable we reserve the right to cancel the event. If we do cancel in such circumstances we will make every effort to reschedule the event for another date, or alternatively provide a refund on payments received less any actual costs incurred prior to cancellation.

Health

The activities that we offer require certain levels of health and physical fitness before you can take part. Please consult a Doctor if you are in any doubt about the suitability of an activity for you or your group.

Safety Equipment

It is essential that all persons wear adequate safety equipment at all times. If you do not wear the appropriate safety equipment you will, for your own safety, be asked to do so and if you fail to do so we may terminate the hire and require that you return the hired equipment immediately. Under these circumstances you will not be entitled to a refund.

Alcohol should not be consumed before or on the water. Anyone under the influence of alcohol will not be permitted to hire our equipment or participate in the activities we offer, and will be asked to return the hired equipment immediately. Under these circumstances you will not be entitled to a refund.

Special Needs

We want you to get the most from your activities with us and therefore we need to know any special requirements at the time of booking, for example if you or a member of your group suffers from a disability so that we can, if possible and practical, seek to accommodate them. Right to Terminate We reserve the right to terminate a booking in the event of unreasonable conduct, which is likely to cause distress, damage or danger to other clients, employees or any third party. This includes a failure to disclose any serious medical condition or disability. Should any of the above occur, our cancellation policy applies.

Law and Jurisdiction

We believe our Terms and Conditions to be fair. The law of Scotland governs them, and the Courts of Scotland shall have exclusive jurisdiction in relation to any matters arising out of them.

We reserve the right to make amendments to these Terms and Conditions without notice.