Terms and Conditions

Please read before signing your Hire agreement and Disclaimer.



1 Booking

- **1.1** All hires must be paid for in full at the time of booking online or hiring from a pop-up event.
- **1.2** Paddle boards can only be hired from Explore The Lakes on completion of a Hire Disclaimer Form and Hire Agreement Form and by accepting these terms and conditions via our website or in person.
- 1.3 Upon acceptance of these Terms and Conditions a binding contract is formed between Explore The Lakes and the hirer. We reserve the right not to accept or to full fill a booking.
- **1.4** All bookings are subject to availability. When a booking is made by a person on behalf of another person (s) that person confirms to Explore The Lakes that he or she has authority to make the booking.
- **1.5** The period of time for the hire of the equipment is from when the equipment is dropped off/collected and continues until the equipment is returned to Explore The Lakes.
- 1.6 If after payment has been made and received, you wish to alter your booking in any way, Explore The Lakes will do what we reasonably can to accommodate such changes, but may not always be possible.
- 1.7 Any requests to change a booking must be in writing via email by the name person on the booking form. You will be liable to pay any costs and expenses that Explore The Lakes incur in making this alteration.
- 1.8 If any members in your party including yourself is unable to proceed with the activity, you may transfer the booking to a substitute person, provided they satisfy all conditions applicable to the original booking. The cancellation terms will apply to any members of the party including yourself if unable to transfer booking. Customers wishing to add to a booking after the initial booking will only be able to do so if sufficient places are available. Availability should not be assumed, and you should contact Explore The Lakes to check availability.

2 Cancellation

- **2.1** All cancellations must be made in writing via email.
- 2.2 Explore The Lakes will acknowledge cancellations within 48 hours of receiving it. Until the customer has received confirmation from Explore The Lakes the original booking remains valid.
- **2.3** Late arrivals and no shows constitute as a cancellation and will be treated as such. No refunds or re-booking will be given.
- **2.4** Cancellations made with more than 48 hours' notice can expect a full refund. Cancellations made less than 24 hours before delivery will receive NO REFUND.
- 2.5 In the event of a cancellation by Explore The Lakes, costumers will be offered the choice of the following options: -Full refund of the fee paid
 - Another booking on a different date
 - Gift Voucher valid for 1 year from session date
- **2.6** In all circumstance, no refund will be made once equipment has been delivered.
- **2.7** A late return charge of £15 per additional hour over the agreed return time will apply for failing to return the equipment on time.
- **2.8** Failure to return/loss/damage of equipment will result in the customer being charged the full retail value of the equipment.

| Explore The Lakes- Rental Loss or Damage Costs | |
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| Boards | Additional Equipment |
| Family Board- £1000 | Fin- £20 |
| Individual Board- £999 | Leash- £38 |
| | Pump- £85 (hose- £10) (handle-£10) |
| | Carry Bag- £150 |
| | Electric Pump- £100 |
| Paddles | Personal Protective Equipment (PPE) and |
| 3piece RED paddle- £130 | Clothes |
| Sandbanks Paddle – £60 | Wet Suit Adult- £70 |
| | Wet suit Child- £45 |
| | Buoyancy Aid- £70 |
| | Phone/key case - £10 |
| | Dry Bag -£20 |

Table 2.8 Rental Loss or Damage Costs

3 Equipment collection/Returning of equipment.

- **3.1** When collecting the equipment and returning the equipment the person who is the named person "hirer" on the booking form will be responsible for this.
- 3.2 The hirer must provide photo ID. Either driving licence or passport.
- **3.3** The hirer must be 18 years of age or older to collect the equipment.
- 3.4 The hirer must have agreed the Terms and Conditions and sign a Hire Disclaimer and Hire Agreement before equipment will be given (a copy of Terms and Conditions will be available if required on collection).
- 3.5 No refunds will be given if the equipment is returned early.
- **3.6** Equipment that has been hired must be collected and retuned on the specific days and times that have been agreed on the hire agreement at the time the booking has been made.
- 3.7 The equipment that Explore The Lakes provide will be in a good, working, safe condition. It is the hirers responsibility to check the equipment and speak with Explore The Lakes straight away if the hirer is not 100% satisfied.
- **3.8** The equipment will be checked by Explore The Lakes on return. Any damage or loss of equipment will be paid for in full. Set out in table 2.8.

4 Responsible use of equipment/Safe use of equipment.

- 4.1 Any personnel who hire from Explore The Lakes must wear a buoyancy aid at all times whilst near or on the water. A buoyancy aid and ankle safety leash are provided by Explore The Lakes, if additional buoyancy aids are required for additional passengers on the boards these can be hired from Explore The Lakes at the time of booking. (Please note Explore The Lakes do not provide buoyancy aids for animals).
- **4.2** Explore The Lakes recommends that the hirer stays kneeing on the board on the water when it is less than waist deep. Please Do NOT stand up on board if the water level is less than waist deep. This is to reduce the risk of injury if you do fall off whilst in shallow water.
- **4.3** Safety Leashes which are attached to the boards must be worn around hirers ankle at all times whilst on the water.
- 4.4 It is the hirer's responsibilities for ensuring that you have the correct clothing (including footwear) and are fit enough to paddle comfortably. (Explore The Lakes can provide wetsuits at an extra charge). Please consider if any spare clothes the hirer may need at any time of your hire. (Please see website for recommendations).
- 4.5 Launch and land the paddle boards at suitable areas. (Permits are the responsibility of the hirer and not Explore The Lakes). The hirer(s) will follow and take accountability to all local regulations and all lawful directives from the appropriate emergency or law enforcement personnel while hiring Explore The Lakes equipment. It is the hire(s) responsibility to obtain any necessary permits that maybe required to use Explore The Lakes equipment on lakes or body of water.
- **4.6** Launch and land the paddle boards in a kneeing position.
- **4.7** Hirer must always stay with paddle board and paddle at all times (as long it is safe too).

- **4.8** Anyone who hires from Explore The Lakes appears to be under the influence of alcohol or drugs, or medication will not be allowed to hire the equipment and will not be entitled for a refund.
- **4.9** Explore The Lakes kindly asks for the hirer not to drag the paddle boards and to carry them appropriately. Please always keep all pieces of equipment together, (paddle boards, pump paddles, rucksack and buoyancy aids) and avoid the paddles from scrapping hard surfaces, such as rocks.
- **4.10** Whilst Explore The Lakes accept wear and tear and light scuffs and scrapes, puncture to boards, heavy abrasions to board, paddles, additional equipment, and damage that would affect the use of any the equipment must be paid for stated in the table 2.8 Rental loss or damage costs.
- **4.11** Any loss of our equipment (Explore The Lakes) for whatever reason will be the hirer responsibility.
- **4.12** Explore The Lakes will provide instructions for the paddle boards on how to inflate and deflate the paddle boards safely and successfully.
- **4.13** It is the hire(s) responsibility for their own safety.
- 4.14 When on weekend hire Explore The Lakes Paddleboards and equipment should <u>not</u> be used in the dark. All equipment should be locked in a secure location when not in use.

5 General/Personal Safety

- **5.1** Anyone who hires from Explore The lakes and is under the age of 18 must be accompanied by a responsible adult at all times.
- **5.2** Minimum age of 10 years old on single paddle boards and a minimum of 3 years old on the family paddle board.
- 5.3 All members of the party should be aware that paddle boarding can be dangerous and involve personal risk and the hire(s) must be responsibly. Some hazards/injuries include, but not limited to, slips, falls, trips, hypothermia, paralysis, death, biological hazards from sea water/fresh water, drowning, repetitive strain injury, injury to muscles/skeletal from moving equipment and from paddling. People with existing injuries/illnesses should not take part in paddle boarding. For any enquires regarding health or mobility, please email Explore The Lakes.
- 5.4 The hirer must be aware have some understanding of other hazards whilst on the water, such as but not limited to water temperature, adverse wind, lightening, ocean and rip currents, tidal and wave action, marine/fresh water/land wildlife. To have an awareness of other but not limited to loose rocks/stone (cliff face/ landslides on edge of lakes), poor weather conditions.
- 5.5 Please respect other people using the water around you. This could be from, but not limited to people fishing, motorboats users, swimmers, fellow paddle boarders, canoeists, kayakers and avoid colliding with inanimate objects or other persons.
- **5.6** Explore The Lakes do not have any responsibilities for loss or damage to your personnel belongings. The hire or anyone in that party accept that they are taking your own personal property on to the water at your own risk.

- 5.7 Explore The Lakes recommend in taking a mobile phone with you, as a means to communicate with the relevant people, if needed to (be it Explore The Lakes, friend/relative or emergency services). Let someone know where you plan to go with paddle boards and where you plan to launch from and return to and length of time roughly you will be. In case of an emergency please ring 999.
- **5.8** All equipment that Explore The Lakes provide to the hirer is in a safe and good condition. It is the hirer responsibility to check the equipment on collection and speak to Explore The Lakes straight away if the hirer is not 100% satisfied.
- **5.9** Explore The Lakes recommend that if a person has never paddle boarded before they do so with someone who has experience in it.
- 5.10 The equipment should not under any circumstances be used in the dark.
- **5.11** Whilst Explore The Lakes want everyone to enjoy using the paddle boards please respect and follow local rules and advice.
- **5.12** The hirer(s) will not sell, dispose, lend, offer to sale, mortgage, pledge or otherwise part with any of the equipment hired from Explore The Lakes.
- 5.13 It is up to the hirer(s) where you choose to use the equipment from Explore The Lakes at during your hired agreement. On our website (www.explorethelakes.co.uk) Explore The Lakes advice/recommend where is best to go to, or the hire(s) can ask when collecting equipment.
- **5.14** Explore The lakes have the right to make amendments to the hire disclaimer without notice.

6 Environment

- **6.1** Explore The Lakes is based in one of most sensational places in the world. We look forward to you enjoying it as much as we do. We kindly ask the hirer (s) to only take memories away with you and only leave foot/board prints.
- **6.2** Explore The Lakes kindly asks the hire(s) to take all rubbish away when you leave. Many local places do not provide bins. There are several recycling points that can be accessible with ease.
- **6.3** Explore The Lakes would highly advise the hirer to clean the board (s) and equipment with fresh clean water if moving from lake to lake. This stops the spread of lake diseases such as blue-green algae.

7 Physical Fitness

- **7.1** All precipitating people who hire from Explore The Lakes must be able to swim 50 meters minimum and be confident in the water and wearing a buoyancy aid.
- **7.2** If anyone has any current/existing injuries should not take part in paddle boarding.
- 7.3 If the hirer or anyone in the party have any underlying health conditions such as but not limited to asthma, epilepsy, heart conditions, angina, diabetes and or is pregnant should consider consulting a doctor before making a booking with Explore The Lakes. If there is any doubt to any health conditions, please seek medical advice and provide a written letter stating that it is ok, if required.
- **7.4** The hirer(s) must insure they have any medication that they may need with them.
- **7.5** The hirer must be competent; experience and a certain level of fitness is required to use the equipment and to paddle.

7.6 Explore The Lakes has the right to refuse any booking on a medical ground if a medical condition could affect the safe use of the equipment.

8 Insurance/Liability

- **8.1** The hirer will ensure that they and everyone else in the party have appropriate cover/insurance cover for the whole duration of the period of hire.
- **8.2** Explore The Lakes has a responsibility to hire sports equipment and we have our own public liability insurance up to the value of £5million.
- **8.3** Explore The lakes accept 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 8.5 below.
- 8.4 Explore The Lakes will not be liable to you were any alleged loss or damage results from: Any of your own actions or omissions during the hire period.

 The action or omission of a third party not connected with the provision of your equipment hire: An event or circumstances which we could not have predicted or avoided even after taking all reasonable care; Where any loss or damage is considered to be indirect or consequential loss.
- **8.5** Except in respect of death and personal injury, in respect of which no limit of liability shall apply, Explore The Lakes liability to you under this contract between us shall be limited to the total cost of your Booking.
- **8.6** It is the hire(s) responsibility to have adequate insurance to cover themselves or anyone else in their party for the duration of their hire agreement.

9 Gift Vouchers

- **9.1** Gift vouchers are available on request, as an e-voucher via contacting Explore The Lakes.
- 9.2 Can be purchased in £5, £10, £20, £50 Or £100. Or as a day/weekend hire.
- **9.3** Gift vouchers are valid for 12 months only. The date starts on the day of purchase.

Explore The Lakes have the right to change/amend these Terms and Conditions without any notice.