



## RULES OF HIRE:

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 whilst using the equipment 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 the 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, length of hire and any other factors we deem appropriate;
- h) 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 be respectful, careful and conscientious as to your surroundings. In particular, you must endeavour to avoid disturbing wildlife and must not leave litter.

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.

SMW will endeavour to advise Paddlers early of any expected weather conditions and/or sea states arising which will preclude safe use of the Hire Equipment. For all full days of the Hire Period that are lost due to those unsafe conditions SMW will refund 50% of the pro-rate Hire Cost.

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.

Should SMW have any reasons to believe that a Paddler is not abiding to the above terms and conditions. SMW will immediately terminate this agreement and recover all Hire Equipment with no refund of Hire Cost.

**Personal Details**

Full Name:  
Mobile telephone:  
Email:  
Address:

**Emergency contact details**

Full Name:  
Telephone:

**Under 18 supplementary details**

Parent or Guardian Full Name:  
Address:

Any medical conditions:

Telephone:  
  
Email:

.....  
**CUSTOMER’S SIGNATURE (by parent or guardian if under 18)**

**PRINT NAME:** ..... **DATE:** .....

.....  
**CUSTOMER’S SIGNATURE (by parent or guardian if under 18)**

**PRINT NAME:** ..... **DATE:** .....

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



**European Union**  
European Regional  
Development Fund