

OBWSC Equipment Hire: Terms and Conditions of Hire

1) General

- a) The 'Equipment' is being offered by Oulton Broad Water Sports Centre (OBWSC) Colman's Dyke, Nicholas Everitt Park, Oulton Broad, Suffolk, NR33 9JR. Oulton Broad Water Sports Centre is a Charitable Incorporated Organisation, registered in England and Wales, No. 1193626
- b) The 'Hirer' is any person or organisation that agrees to hire 'Equipment' from OBWSC.
- c) The 'Equipment' means any watercraft, paddles, safety equipment, or any other items listed on the 'Hire Agreement'.
- d) Watercraft offered are: sit on top Kayaks, Stand-up Paddle Boards and Canadian canoes.
- e) On arrival at the Centre participants will be asked to provide details for an emergency contact and any relevant medical conditions that our staff should be aware of.
- f) Any breach of this agreement on the Hirer's part may result in the termination of the Agreement without any refund and the continued possession of the Equipment will be without the consent of the OBWSC and authorities may be contacted.
- g) No fishing is allowed in the area without the appropriate licence and under no circumstances from our craft.
- h) If toilets are not available on-site public toilets are available within Nicholas Everitt Park.
- i) The use of kayaks, canoes, paddleboards and other watercraft come with inherent dangers that are beyond the control of OBWSC. Dangers include, but are not limited to: capsize or falling from a watercraft; changeable weather conditions and water levels; pollution and waterborne pathogens (e.g., Weils disease); submerged objects; and other Broad and river users. Risks of this nature cannot be the responsibility of OBWSC.
- j) OBWSC believes that using the Equipment in line with the Terms and Conditions of Hire, keeping within the permitted area, and taking account of the safety advice given, should minimise the manageable risks.
- k) Anyone under the age of 16 must remain in the group with an adult at all times.
- l) Each adult can supervise a maximum of two children.
- m) Children aged under 8 years old may accompany an adult on one of our craft but not be left in sole charge of any of our craft.
- n) Anyone who appears under the influence of drink or drugs will not be allowed to use our craft. The final decision is with OBWSC.
- o) Alcohol use is prohibited during craft hire, and any Hirer consuming alcohol while in possession of their craft will be in breach of the hire agreement.
- p) If the Hirer uses the Equipment in a dangerous or reckless manner, or outside of the permitted area, OBWSC will not be liable for any injury or damage caused to property, the Hirer, or anyone else.
- q) OBWSC will not be liable for any personal injury, or loss of or damage to goods or death arising out of the hire of any items by them.
- r) OBWSC does not have any responsibility whatsoever for loss or damage to the Hirer's personal belongings.
- s) Any water-resistant containers supplied by OBWSC are not guaranteed to be waterproof. Therefore, the Hirer accepts that he/she is taking his/her personal property on to the river at his/her own risk.
- t) Data Protection Act 2018: The information you supply to us will only be used to process your booking and for our mailing list.
- u) We occasionally take photographs which may be used in future articles or advertising material, both online and in non-digital formats. If you DO NOT wish to be photographed, please inform a member of staff.
- v) The dry bags are for emergency use only and items inside be returned unopened (unless in case of emergency).

2) Bookings and Cancellation

- a) Cost of Hire may be paid for in full at time of booking, or paid by card on the day.
- b) Payment may be made through the website: [Home - Oulton Broad Water Sports Centre](https://www.oultombroadwatersportscentre.co.uk) or by debit or credit card payment on the day (if not pre-booked).
- c) For the purposes of safety and security, we will need to take your name, address and an emergency contact number on the day. Please bring ID to confirm this.
- d) It is the responsibility of the Hirer to ensure that all details are correct when booking. If these are incorrect, it may not be possible to contact you in case of any changes.
- e) OBWSC cannot be held liable for participants missing an activity due to incorrect booking details. If an error is noticed in a booking, please contact OBWSC as soon as the mistake is noticed in order to get it corrected.
- f) Bookings are taken on the understanding that no tuition will be provided. (If tuition is required there are courses available at the centre for all levels of ability.)
- g) Bookings are accepted on the understanding that the OBWSC's safety regulations are observed by all participants.
- h) Hire is subject to safe river and weather conditions on the day. OBWSC will decide whether conditions are safe for the specific hire.
 - i) If a postponement of your hire is deemed necessary by OBWSC, we will give you as much notice as possible and we will offer you alternative dates.
 - ii) Under these circumstances only, and if no convenient alternative date can be agreed, any monies paid will be fully refunded.
 - iii) OBWSC are not liable for any losses incurred to Hirers due to cancellation of bookings.
- i) If you need to alter the date or time of the booking you should phone at least 2 days in advance of the existing booking to avoid the change being counted as a cancellation. We will try to accommodate your requested change.
- j) If cancellation is made by the Hirer within 48 hours of the start of the booking then the Hire Costs will be charged in full.
- k) Cancellations made by the Hirer between 2 and 14 days of the day of hire will be charged 50% of the hire charge.
- l) Cancellations made by the Hirer more than 14 days before of the day of hire will be refunded in full less a £10 administration fee per canoe/kayak/paddle board.

3) OBWSC obligations

- a) OBWSC confirms that all Equipment hired will be issued to the Hirer in full working condition.
- b) As part of the hire, the Hirer will be supplied with a buoyancy aid.
- c) Wet suits are available to hire for an additional charge. Availability depends upon covid-19 regulations allowing this use.
- d) OBWSC will show a map of the local area and explain any restrictions on where the 'Equipment' can be used. If the Hirer uses the Equipment outside of the permitted area this will be a breach of these conditions.
- e) OBWSC will give basic safety guidance to those hiring Equipment.

4) Hirer's Obligations

- a) Hirers who book by telephone, email, or online will be deemed to have read and accepted these Terms and Conditions of Hire outlined above and below:
- b) It is the responsibility of the Hirer to ensure that all members of their party have fully read, understood and agreed to these terms and conditions.
- c) The Hirer must ensure that he/she has disclosed all relevant information relating to the individuals within the party, in particular with regards to any health conditions which may be relevant to the activity being undertaken.
- d) Hirers (and their party) will arrive ten minutes before their allotted time slot to allow for briefing. NB: If you are late and miss your allocated time your booking will not be refunded.
- e) OBWSC reserves the right to cancel any hires (without a refund) that do not arrive within 30 minutes of their allotted hire start time. Full discretion lies with OBWSC.
- f) Hirers will wear suitable clothing.
- g) Buoyancy aids must be worn and securely fastened at all times.
- h) Hirers will always keep the Equipment in their possession and under their control.
- i) The Hirer must return all the Equipment to the Water Sports Centre at the agreed time. Delays in return may be charged at the full fee for an additional session. Please contact us if you do not think you will make it back in time.
- j) Hirers will be completely responsible for losses of, or damage to, the Equipment caused by their own fault from the time that the Hirer takes possession of the Equipment, and will be charged in full for any such loss or damage at the end of their hire period. This will be charged at the prevailing retail cost.
- k) If the Hirer does not return all equipment to The Water Sports Centre, it will be treated as lost, and Hirers will be charged in full for any such loss.
- l) Hirers will not sell, sub-let, lend or dispose of the Equipment, and will indemnify the OBWSC against all losses, costs, claims, damage and expenses caused by their breach of these terms.
- m) Hirers must act responsibly, proceed quietly, respect other river and Broad users, and not cause obstructions or difficulties for other users: (powered or sailing craft, anglers, walkers or wildlife). Any behaviour, misconduct or actions that OBWSC considers to be unreasonable or unsafe may result in the Hirer's agreement being immediately terminated. Any damage caused by the above behaviour will be charged for.
- n) The Equipment must not go through Mutford Lock, or be transferred by any means to Lake Lothing, or anywhere other than Oulton Broad, Oulton Dyke (the Cut) and the River Waveney.
- o) Hirers will conform to all covid-19 restrictions and requirements in force at the time.

Changes

OBWSC reserves the right to make amendments to these Terms and Conditions without notice. The full and latest version of our Terms and Conditions are on our website.

COVID: Hirers will bring their own hand sanitiser and wear masks.

Coronavirus

If the Government issues guidance that precludes the running of our activities, we will offer the opportunity to rearrange for a later date or alternatively issue a voucher to the full value of the activity. In this event, please contact us to make arrangements. No refunds will be given.

You will collect your allocated board/boat and paddles and will need to lift your own boat to the launch area. In accordance with current Covid-19 guidelines and rules please keep your distance from other water users. <https://www.gov.uk/coronavirus>. On your return, leave your board/boat in the designated area, place your buoyancy aid paddles in the "TO BE CLEANED" area. Wash your hands at the designated station.

Swimming ability

All participants taking part in water activities are equipped with buoyancy aids; therefore, an inability to swim will not exclude you from taking part. However, we do ask that you have a certain level of water confidence relevant to the activity in which you are participating. If you have any concerns about this please discuss it with our staff prior to booking.

Canadian Canoes

If hiring Canadian canoes, at least one person in each canoe must be competent to manage it in all situations.