

## Hire Conditions

These Hire Conditions are the standard terms for the hire of equipment by Boulder Adventures Limited, a private limited company registered in England and Wales under registration number 04628400 whose registered office address is at Bryn Du Mountain Centre, Ty Du Road, Llanberis Gwynedd LL55 4HE (**Boulder Adventures** or **We/Us/Our**).

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Hire Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Equipment</b>	equipment supplied by Us and hired by You subject to these Hire Conditions.
<b>Contract</b>	the contract for the hire of the equipment by You from Us, as explained in condition 2.
<b>Hire Agreement Form</b>	the form completed and signed by You specifying the details of Your equipment hire.
<b>Hire Period</b>	the period for which You will hire the equipment as specified in the Hire Agreement Form.
<b>Price</b>	the total price payable for the hire of the equipment.
<b>You</b>	you, the hirer of the equipment (must be an adult over the age of 18).

1.2 Each reference in these Hire Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

### 2. THE CONTRACT

2.1 These Hire Conditions govern the hire of equipment from Us and will form the basis of the Contract between Us and You. Before completing the Hire Agreement Form, please ensure that You have read these Hire Conditions carefully. If You are unsure about any part of these Hire Conditions, please ask Us for clarification.

2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your completed Hire Agreement Form constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and You will be created upon Our acceptance of Your signed Hire Agreement Form, indicated by Our signing the Hire Agreement Form, and Your payment of the Price.

### 3. EQUIPMENT

3.1 We use all reasonable endeavours to ensure that all equipment is regularly maintained, safety checked, and/or replaced as necessary.

3.2 We will not bear any liability for any injury or damage that results from Your failure to use equipment supplied in an appropriate way.

### 4. YOUR RESPONSIBILITIES

4.1 You are responsible for ensuring that You (and anyone else in Your party) use the equipment safely and correctly and that You will, in particular, follow any manufacturers recommendations on appropriate use.

4.2 You are responsible for ensuring that You (and anyone else in Your party) are suitably physically fit to use the equipment without risk of injury.

4.3 When hiring the equipment You are acknowledging that outdoor activities carry with it inherent risks including, but not limited to, those posed by deep water; heights; exposure; other people; and changeable conditions. By continuing with the hire You

acknowledge to Us that You accept all risks associated with outdoor activities and that Our liability will be limited according to condition 9.

- 4.4 We do not provide any form of insurance and it is therefore Your responsibility to ensure that You (and anyone else in Your party) are covered by suitable insurance for the duration of the Hire Period.

## **5. FEES AND PAYMENT**

- 5.1 The Price for the equipment will be that shown on our websites or agreed in any prior correspondence to Your hire and payment is due in full no later than the start of the Hire Period. Payment will usually be required at the time of booking to secure an advanced booking.
- 5.2 We may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised.
- 5.3 All Prices include VAT at 20%.

## **6. CANCELLATION OF ADVANCE BOOKINGS**

- 6.1 In the event of adverse weather conditions or if we, in our sole discretion, believe it is otherwise unsafe for Your Hire Period to commence or continue, we will cancel Your advance booking. If we need to cancel Your advance booking we will either agree an alternative Hire Period with You or, if no suitable alternative can be agreed, refund all monies paid by You to Boulder Adventures. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.
- 6.2 If You make a booking in advance, You may cancel Your booking at any time before the start of the Hire Period subject to the following:
- (A) for bookings cancelled more than 7 days before the start of the Hire Period, there will be no charge and any sums You have already paid to Us for the booking will be refunded in full.
  - (B) for bookings cancelled less than 7 days before the start of the Hire Period, You will be required to pay a cancellation fee equivalent to the Price to cover Our lost opportunity to rent the Kayak(s) to other customers (or, if You have already made any payments to Us for the booking, We will retain the fee from such sums). We may, at Our sole discretion, reduce or waive any of these charges if Your cancellation is due to exceptional circumstances.

## **7. COLLECTION, HIRE AND RETURN**

- 7.1 The Hire Period begins at the time and on the date stated in the Hire Agreement Form.
- 7.2 You should check the equipment at the time of collection. If there are any parts missing or if there is any visible damage to the equipment, You should inform Us immediately, before taking the equipment out. We will use all reasonable endeavours to replace missing parts or damaged equipment. If We are unable to replace missing parts or damaged equipment, You will receive a full refund of any sums already paid to Us.
- 7.3 We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. If You discover any damage (pre-existing) or fault with the equipment during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the equipment. If We are unable to replace or repair the equipment, or if You would prefer to reject the damaged or faulty equipment, whether before or after a repair or replacement (if the replaced or repaired equipment is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a

refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.

- 7.4 The Hire Period ends at the time and on the date stated in the Hire Agreement Form. Any equipment returned late will incur an excess charge of 50% of hire fee for each additional hour or part thereof past agreed return time. Equipment may be returned early, however We are unable to issue any refunds of any kind for early returns that do not fall under condition 7.3.

## **8. LOSS AND DAMAGE**

- 8.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to equipment.
- 8.2 You will be required to provide a valid debit or credit card when You collect the equipment at the start of the Hire Period, together with some form of photo ID, and any charges due under condition 8.1 will be taken from the card provided. We will not release any equipment to You without these details.
- 8.3 You will not be responsible for any pre-existing damage to equipment that has already been identified under condition 7.2 at the time of collection, or for any damage or faults that are discovered under condition 7.3 during the Hire Period.
- 8.4 Full details of all charges are available on request.

## **9. OUR LIABILITY**

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Hire Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 In any event, Our total liability under these Hire Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.
- 9.3 Nothing in these Hire Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.4 Nothing in these Hire Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact your local Citizens Advice Bureau or Trading Standards Office.

## **10. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)**

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: adverse weather conditions, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

## **11. COMMUNICATION AND CONTACT DETAILS**

- 11.1 You may contact Us
- (A) in person at the Bryn Du Mountain Centre;
  - (B) by email at [info@boulderadventures.co.uk](mailto:info@boulderadventures.co.uk);
  - (C) by telephone on 01286 870556; or
  - (D) by pre-paid post to Boulder Adventures at Bryn Du Mountain Centre, Ty Du Road, Llanberis Gwynedd LL55 4HE

## **12. COMPLAINTS AND FEEDBACK**

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 12.2 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Hire Conditions, the Contract, or the equipment, please contact Us in one of the ways set out in condition 11.

**13. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)**

- 13.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 13.2 We may use Your personal information to:
- (A) Provide Our products and services to You;
  - (B) Process Your payments; and
  - (C) Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 13.3 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

**14. OTHER IMPORTANT TERMS**

- 14.1 We may transfer (assign) Our obligations and rights under these Hire Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Hire Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) Your obligations and rights under these Hire Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Hire Conditions.
- 14.4 If any of the provisions of these Hire Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Hire Conditions. The remainder of these Hire Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Hire Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Hire Conditions means that We will waive any subsequent breach of the same or any other provision.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 These Hire Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 15.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Hire Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.