

# Moo Canoes Hire Terms & Conditions

1. All bookings for the hire of canoes, kayaks, or paddle boards ('a hire') for use on a river, canal or other waterway however defined (referred to collectively as 'river' hereafter) are subject to these terms and conditions. We reserve the right to make changes to these terms and conditions at any time without notice.

## Payment

2. Payment for a hire must be made in full in advance.

## Cancellations and Refunds

3. If a booking for a hire is cancelled, we will charge a cancellation fee to cover our administrative costs and staffing commitments. Cancellations made within 72 hours of the scheduled start of a hire will incur a 100% cancellation fee. Cancellations made with more than 72 hours notice will incur a 50% cancellation fee.

4. The hire of canoes or kayaks are subject to safe river and weather conditions. If we consider that a postponement for these reasons is necessary, we will give you as much notice as possible and offer you alternative dates for your hire. If no alternative dates can be agreed, any monies paid will be fully refunded.

## The Hire

5. The hire shall commence and end at departure and termination points agreed in advance with us. Extra charges may apply if equipment needs to be collected from a location other than that which was agreed.

6. The hire period shall be agreed in advance with us. If the hire period is exceeded, an additional charge of £10 per hour will be incurred for each hour or part thereof that the hire period is exceeded.

7. If it appears that the hire period is likely to be exceeded, you are required to notify us as soon as possible. If we are not notified that the hire period will be or is likely to be exceeded, emergency procedures will be put into effect once the hire period has been exceeded by 15 minutes.

8. The route to be followed during the hire shall be agreed in advance with us.

## Assumed risk

9. Canoeing and kayaking are "assumed risk" "water contact sports" that carry attendant risks (including, but not limited to, capsizes and contact with waterborne contaminants). Participants should be aware of and accept these risks, and be responsible for their own action and involvement.

## Children

10. Anyone under the age of eighteen years must be accompanied by an adult, who remains responsible for them throughout.

## Equipment and safety

11. All equipment provided by us ('the equipment') should be used only in the manner demonstrated to you by us. Any deviation from these instructions may result in damage to the equipment, yourself, or others for which you will be liable.

12. You must keep the equipment in your possession and under your control at all times. You must not sell or dispose of the equipment or any part thereof.

13. You shall be responsible for and indemnify us against the loss or damage to any of the equipment. If there is any loss or damage to the equipment you must notify us of any such loss or damage as soon as practically possible and in any event, notification must be provided when the equipment is returned at the end of the hire period.

14. You must wear your buoyancy aid securely and in the correct manner at all times whilst on or near the water.

15. You will accept any safety measure that we put in place before the hire where we consider it is necessary.

## Hire conditions

16. If you have a health or physical issue which may impact on your hire of a canoe or kayak, let us know in advance. We reserve the right to cancel your booking if we consider you have a health or physical issue which may cause a risk to yourself or others and you did not notify us in advance of the condition.

17. You agree that you can swim and conduct yourself safely in water.

18. Please arrive 15 - 20 minutes before your hire is scheduled to start to allow time to be fitted with a buoyancy aid and receive your hire briefing.

19. Alcohol should not be consumed prior to your hire of a canoe or kayak. Anyone found under the influence of alcohol or other substances will not be permitted to hire equipment.

20. No fishing from the canoes or kayaks is allowed.

21. No racing of canoes or kayaks is allowed.

22. No person will disturb any wildlife, wildfowl or livestock.

23. You should give way to all other vessels by moving to the right hand side to let them pass and ensuring that they have plenty of space to overtake. You should also be considerate towards other users of the river such as fishermen by slowing down when passing and avoiding hitting their lines.

24. You should obey any instructions from Moo Canoes Staff, the Port of London Authority or Police.

25. Protect the countryside and wildlife by not leaving any rubbish on riverbanks or throwing rubbish into the river. Bring any rubbish back and we will dispose of it for you.

## Indemnity and insurances

26. We have professional indemnity insurance. However you should ensure that you have adequate travel, personal accident, medical and cancellation insurance that covers the activities you will be undertaking.

27. We will not be liable for any death, personal injury or loss or damage to personal belongings as a result of the hire. However, nothing in these terms and conditions shall affect your statutory rights or exclude or restrict any liability for death or personal injury arising from our negligence.

## Complaints

28. In the event of a problem arising, please notify us immediately and we will endeavour to resolve the matter. If a complaint is not resolved to your satisfaction, please refer the incident in writing to us for further investigation.

## Water Quality

29. Water quality can vary - rare but serious infections including leptospirosis can result from contact with soil or rivers. Avoid eating, drinking or smoking before washing your hands and be alert for flu-like symptoms following any contact with canals and rivers. Ask your doctor to check for Weil's disease if symptoms develop.

We hope you have an utterly wonderful time!