

TERMS AND CONDITIONS OF HIRING EQUIPMENT FROM STUART GOODGE

1. Equipment is let to hirers at their own risk. Stuart Goodge (“the Company”) will not be responsible in any way for any accident, injury, damage or loss whether directly or indirectly arising from the hire or use of equipment (except for the liability of the Company for death or personal injury caused by the negligence of the Company, its employees or agents).
2. The hirer shall be responsible for any accident, injury, damage or loss and for all damage to the equipment arising from the hire or use of it or from any breach by the hirer of these conditions and shall indemnify the Company from and against all costs, claims, demands or liabilities arising directly or indirectly out of such misuse which may be brought against or incurred by the Company as a result of any accident, injury or loss arising from such hire, use or breach (other than death or personal injury resulting from the negligence of the Company, its employees or agents).
3. (a) The hirer shall use the equipment in a proper and careful manner and confirm that adequate instruction has been provided to the hirer in the use of the equipment.

(b) The hirer will comply with the Company’s regulations as set out in the Schedule.
4. (a) The hirer will pay a deposit for each item of equipment prior to commencing the hiring. The deposit will be refunded on return of the equipment and on production of the ticket in the event that all hiring charges are paid and that no claims arise under point 2 of these Conditions.

(b) In the event of any loss or damage arising under point 2 of these Conditions the Company will be entitled to retain the deposit towards these costs and any outstanding hiring charges.
5. Equipment is hired for either a minimum of one hour’s hire and after that the hire charge is calculated on a pro rata basis to the nearest part of the hour or on a daily basis as indicated at the Company’s Ticket Office. The equipment hire begins once a ticket has been paid for and continues until the equipment is returned and the ticket accepted by the Company. In circumstances where the hire has exceeded that paid for the balance of any hire charge will immediately be taken.
6. In the event of the hirer failing to return equipment by the closing shown time shown at the Company’s Ticket Office will lead to the Company, at its sole discretion, charging an additional charge as indicated at the Company’s Ticket Office for each hour or part of an hour after the said closing time.
7. The Company’s equipment is hired subject to the above conditions and are not hired subject to any other conditions or warranty, expressed, implied or statutory and any conditions or warranties other than the above conditions are hereby expressly excluded in so far as they are permitted by statute.

The Schedule

1. All participants must wear a buoyancy aid at all times whilst on the Water.
2. Anyone under the age of 18 must be accompanied by an adult and no children under the age of 4.
3. Be considerate to all other river users i.e.; fellow canoeists, large powered tourist boats and fishermen.
4. Only land at designated landing areas.
5. Landing and/or Entry to the RSPB reserve and SSSI Botany Bay is NOT permitted from the river.
6. Take all litter home with you.
7. Take care of all equipment, any loss or breakage will have to be paid for, unless caused by fair wear and tear.
8. Alcohol is not permitted, anyone who appears under the influence of drink or drugs will not be allowed on our boats. The final decision is ours.