

Welcome to Float Hampshire, a kayak and paddle board hire company. Before using our services, please read the following terms and conditions carefully:

1. Booking

- 1.1. To make a booking, you must be at least 18 years of age or accompanied by an adult.
- 1.2. You can book our services online or by phone.
- 1.3. Bookings are subject to availability and may be subject to change or cancellation.
- 1.4. We reserve the right to refuse or cancel any booking for any reason.

2. Payment

- 2.1. Payment for our services must be made in full at the time of booking.
- 2.2. We accept payment by credit/debit card only as bookings must be made online or by phone prior. Card and Cash can only be used onsite for additional products, damages and loss, agreed session extensions.
- 2.3. We reserve the right to charge a fee for any unpaid or late payment(s).

3. Cancellation, Rescheduling and Refunds

- 3.1. If you wish to cancel your booking, the booking must have been made 7 days prior to hire and you must notify us at least 6 days prior to hire in order to receive a refund. Unless Flexi Plus Cover has been purchased in which you then have up to 48hrs before hire to inform us of cancellation and receive a full refund.
- 3.2. All cancellations are subject to a cancellation fee of 10%.
- 3.3. We reserve the right to cancel your booking due to adverse weather conditions or any other reason beyond our control.
- 3.4. If we cancel your booking due to adverse weather or a reason beyond our control you will be entitled to a rescheduled booking or voucher only. Any other reason for us cancelling your booking such as but not limited to, late arrival, under the influence, rude to staff, concerns on capability and safety will not be refunded or rescheduled.
- 3.5. If you wish to reschedule your booking then the same terms in 3.1. apply unless Flexi Cover or Flexi Plus Cover is purchased which allows you to reschedule up to 48hrs prior to hire.

4. Safety

- 4.1. You are responsible for your own safety and the safety of any equipment rented from Float Hampshire.
- 4.2. You must wear a personal flotation device (PFD) at all times while using our equipment.
- 4.3. You must follow all safety instructions and guidelines provided by Float Hampshire and local authorities.
- 4.4. You must not operate our equipment under the influence of drugs or alcohol.

5. Liability

- 5.1. Float Hampshire is not liable for any injury, loss or damage, direct or indirect, arising from the use of our equipment.
- 5.2. You agree to indemnify and hold Float Hampshire harmless from any claims, damages, or expenses arising from your use of our equipment.

6. Insurance

- 6.1. Float Hampshire carries public liability insurance, which covers us for any injury, loss or damage to third parties caused by our negligence.
- 6.2. You are responsible for any loss or damage to our equipment while it is in your possession.
- 6.3. You may be held liable for the full cost of repairing or replacing any equipment that is lost, stolen or damaged while in your possession.
- 6.4. You are responsible for any injuries to others and loss or damage to others possessions or vessels.

7. Age Restrictions

- 7.1. Children under the age of 18 must be accompanied by an adult while using our equipment.
- 7.2 For Paddleboard hire, users must be 12+ and under 18 accompanied by an adult while using our equipment.

8. Intellectual Property

- 8.1. All content on the Float Hampshire website, including text, graphics, logos, images, and software, is the property of Float Hampshire and is protected by intellectual property laws.
- 8.2. You may not reproduce, modify, distribute or sell any of the content on the Float Hampshire website without our prior written consent.

9. Changes to Terms and Conditions

9.1. We reserve the right to change these terms and conditions at any time without prior notice.

9.2. The most current version of the terms and conditions will be posted on the Float Hampshire website.

By booking our services, you agree to these terms and conditions. If you have any questions, please contact us at info@floathampshire.co.uk.

STAND-UP PADDLEBOARD / KAYAK HIRE AGREEMENT

Agreement is between Float and the person booking and party booking for.

Email: info@floathampshire.co.uk Web: www.floathampshire.co.uk T: 07704445222

I understand and agree to the following:

By ticking the check box at time of booking I understand and agree I am signing this agreement,

I am offering to hire equipment from FLOAT;
at any time until they take payment from me Float may decline my offer.
If I am hiring the equipment for someone under the age of eighteen I accept full legal responsibility for them and for their compliance with terms and conditions of this agreement as they apply to that person and "I", "me" & "my" shall refer to both me and the person I am hiring for.

I assume full responsibility for the equipment listed on this Hire Agreement and the associated accessories.

I agree to obey all local regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the watercraft. I agree to obtain any required local licences.

I agree not to use the equipment as a competitor in any race.

I am capable of operating the equipment and find it in good working order, condition, and repair. I shall not be under the influence of drink or drugs and understand if FLOAT believe me to be so they can terminate this agreement and take the equipment back without refunding me.

I shall bear all risk of damage or loss of the equipment, or any portion thereof, including but not limited to damage and theft, and shall pay FLOAT the cost of repair or "as new" replacement. I authorise FLOAT to charge the credit card taken during the reservation process for cost of repairer replacement in the event of but not limited to damage, loss, or theft of the equipment.

I understand that I am liable for all dirty, damaged, lost, or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by FLOAT. "Loss" includes confiscation as a result of me having breached any local rules, regulations or bye-laws when using the paddle board.

I understand that I am hiring the listed equipment at my own risk and that the hire fee does not include any insurance for my benefit.

I understand that I am responsible for returning the listed equipment at the agreed upon time on the due date of the hire period as shown on the Hire Agreement, and that a late fee will be charged for items that are overdue.

I release FLOAT from all liability for any assistance provided in loading or securing equipment. I release FLOAT from all liability for any damage that may occur to my vehicle whilst loading, unloading, or transporting the Equipment.

RECOGNITION OF RISK: I acknowledge that stand up paddling / kayaking is an activity with inherent risks of injury to persons and property. I am aware of those risks and understand them. I understand the dangers of paddling on tidal or still water and understand that weather can play a factor in paddling safety and that such activities are subject to the unpredictable forces of nature. I will always assess weather and water conditions for safety before I set out and I will wear a Buoyancy Aid at all times while on the water.

RELEASE OF LIABILITY: I hereby release FLOAT, its agents, contractors, employees, and owners from liability for negligence and hold them harmless from any loss, expense, or cost, including solicitors fees, arising out of damages or injuries, whether to persons or property, including those not listed on this agreement, occurring as a result of the rental or use of said paddle board / kayak and equipment. This release does not apply to personal injury or death caused by Float's negligence. If this release is not effective for any reason or if it does not apply in any circumstance, Float's maximum liability under this agreement is limited to

£750.

This agreement constitutes the entire agreement between me and FLOAT and no term may be waived or modified, including any provision against oral modification, except in writing signed by both parties. There are no warranties, expressed or implied, by FLOAT to me, except as contained herein, and FLOAT shall not be liable for any loss or injury to me nor to anyone else, of any kind or however caused except as stated in this agreement.

By ticking to this agreement when booking I sign to agree that all participants:

They can swim at least 20m
They will wear a buoyancy aid at all times on or near the water
They are over 18
They are over 18yrs and an experienced Paddle Boarder and competent and confident to paddle unaccompanied
Participants over the age of 18 are required to provide valid photographic id.
Under 18's are to be accompanied by a responsible adult any all times and will be liable for all participants and the equipment
They have not received medical advice against swimming or paddling and know of no reason why they should not be allowed to swim or paddle.
I am happy to be photographed using Float equipment and for the photograph(s) to appear in FLOAT public marketing material (website, instagram, facebook, printed publications etc.)

REFUNDS: Refunds will only be given if a booking is cancelled and (1) the booking was made and paid for at least 7-days in advance of the intended hire date and (2) the cancellation was received by email at least 6-days in advance of the intended hire date. No other refunds will be paid unless Flexi Plus Cover has been purchased in which a refund can be claimed up to 48hrs before intended hire.

EQUIPMENT "As New" REPLACEMENT COSTS:

Kayaks - £650

Paddleboards - £350

Tandem Board - £650

Paddles - £60

Kayak Seat - £50

Buoyancy Aid - £60

Dry Bags - £10

Sup Leash - £20

Fins - £30

Loss and damages are required to be paid for at the above rates on site before departure. Failure to do so will result in legal action being taken and additional loss of earnings being recovered from the hirer.

Please Note:

- Float does not have any responsibility whatsoever for loss or damage to your personal belongings. You should be aware that any waterproof containers or bags supplied cannot be 100% reliable and any personal property taken onto the water is at your own risk.
- Participants should be aware that kayaking/ stand up paddle board can be dangerous. Hazards include (but are not limited to); drowning, hypothermia, repetitive strain injury, slips, trips, falls, biological hazards from river water, skeletal/muscular injuries from paddling or moving equipment. All participants accept exposure to the aforementioned hazards and do not hold Float responsible for injuries obtained from paddle boarding, kayaking, canoeing or any associated activity.

I have read this agreement and understand it, and I sign it of my own free will. I am aware that this includes a release of liability and is binding on me, heirs, executors, administrators and assigns, or any person claiming by or through me.