

Nymboida River Canoes

Terms and Conditions of Hire

1. General

'NRC' is Nymboida River Canoes. The 'Hirer' is any person or organisation who hires or has agreed to hire Equipment from NRC. 'Equipment' means equipment provided by NRC detailed on the hire schedule together with any accessories described for the period of hire shown thereon, upon the terms and conditions set out in the agreement including those set out on the hire schedule.

2. Acceptance of Conditions

The customer's acceptance of equipment on hire implies acceptance of NRC's *Terms and Conditions of Hire* outlined below:

3. Risk Warning about Recreational Activities

Within the meaning of the *Civil Liability Act 2002*, NRC warns the Hirer and other persons who engage in any recreational activity including the use and operation of this Equipment, including for the purposes of swimming and such like activities that pursuit of such activities may result in harm or personal injury. All persons who engage in a recreational activity do so at their own risk.

4. Maintenance

NRC confirms that all Equipment available for hire will be in a full working condition, provided that the Hirer abides by all their obligations outlined below.

5. Before Hiring

- 5.1 The Hirer must complete the *Hire Agreement Form* before taking possession of any equipment or commencing any trip.
- 5.2 For Groups, each member of the group must sign a *Hire Agreement Form* ensuring that each member of the party is fully aware of the risks and health and safety issues involved, any person under the age of 18 must be signed on behalf of by a parent or guardian affirming:
 - a. Their acceptance of the terms of the Hire Agreement and the Hirer's Obligations;
 - b. That they have disclosed any medical conditions from which they suffer in respect of asthma, diabetes, epilepsy and/or heart disease;
 - c. That the hazards and safety rules have been explained to them by NRC, and that they are clearly understood.

6. Hirer's Obligations

The Hirer shall:

- 6.1 **USE AND LOCATIONS:** keep the Equipment in their possession and under their control at all times and use the Equipment only within the area of, and for the purposes of, their trip as previously agreed with NRC.
- 6.2 **ALLOW INSPECTION:** permit NRC's representative access to the Equipment at all reasonable times, for the purpose of inspecting, repairing or removing the Equipment.
- 6.3 **LOSS OR DAMAGE:** be responsible for losses of, or damage to, the Equipment caused by their own fault and will be charged in full for any such loss or damage at the end of their hire period.

- 6.4 SALE OR LETTING ETC: not sell, underlet, or dispose of the Equipment, and will indemnify NRC against all losses, costs, claims, damage and expenses howsoever occasioned by their breach of these conditions.
- 6.5 ALCOHOL: Alcohol can only be carried for overnight trips. Consumption of alcohol in canoes/kayaks is prohibited and any Hirer caught consuming alcohol within their boat will be in breach of the hire agreement.
- 6.6 UNRULY BEHAVIOUR: Hirer's should act in a reasonable manner and respect other river users. Any unruly behaviour may result in the Hirer's agreement being terminated, any damage caused by unruly behaviour will be charged for.
- 6.7 BUOYANCY AIDS: Hirers should not remove or undo buoyancy aids whilst on or around the water.

7. Observation of Laws and Statutes

In the Hirer's possession, use and operations of the Equipment, the Hirer must at all times observe and comply with the laws of the State of New South Wales (including all applicable Commonwealth legislation) and must indemnify NRC against all actions, suits, claims or demands arising from the use of the Equipment.

8. Indemnity

- 8.1 The Hirer acknowledges and understands all safety briefings and material that have been presented by NRC.
- 8.2 The Hirer accepts the risks, both known and unknown, associated with the recreational activity being undertaken and agrees to indemnify NRC against any losses suffered by the Hirer, and passengers or third parties as a result of the materialisation of those risks and dangers.
- 8.3 The Hirer must indemnify NRC against:
 - a. all damage to or loss of the Equipment howsoever arising to the extent to which the damage or loss is not recoverable under any policy of insurance; and
 - b. injury to or death of any person and damage to any property and all claims, damages, losses and expenses howsoever arising from or incidental to the possession, use or operation of the Equipment.

9. Insurance to cover Loss or Damage

The Hirer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear or tear) from the time the Hirer takes possession of the equipment. To this end, it is the responsibility of the Hirer to arrange insurance cover to provide for the risks of: Theft, Fire, Accidental Damage, Loss, Personal Injury and Public Liability.

10. Return of the Equipment

- 10.1 The Hirer must return the Equipment to NRC or at such other place (if any) as NRC may nominate at or before the finish of hire.
- 10.2 NRC may, without prior notice, determine this Agreement ended and take possession of the Equipment if the Hirer:
 - a. commits any breach of the provisions of this Agreement or
 - b. causes or permits to be done any act or thing which NRC considers likely to endanger the condition or safety of the Equipment or to prejudice its return to NRC at the hire finish time.
- 10.3 Should the Equipment not be returned within the agreed time and the Hirer is unable to be made contact with, it will be deemed the hirer to have lost / stolen the Equipment, NRC will take

steps to regain possession, including police action. Additional costs will apply for late return if not prearranged.

11. Payment and Return of Deposit

- 11.1 The balance of the deposit shall be refunded to the Hirer upon return of the Equipment to NRC of the Equipment in the same condition (less normal wear and tear) as it was released.
- 11.2 NRC is entitled to retain any amount to cover extended hire, cleaning or repairs.
- 11.3 The Hirer's liability to NRC in respect of any breach of this Agreement is not restricted to the amount of the deposit.

10. Breach

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 NRC and authorities may be contacted.

11. Cancellation

In the event of cancellation by the Hirer of a hire booking within 7 days of the first day of hire a charge of 25% of the hire charge will be levied. If cancellation is made within 24 hours of the start of the booking a charge of 50% of the hire charge will be levied. Cancellation by NRC due to adverse weather conditions or river levels will not be charged and re-arrangement of the booking will be attempted for a later date.

12. Disclaimer

NRC will not be liable for any death, personal injury, or loss of or damage to Equipment arising out of the hire of any items by them unless that death, personal injury or loss of, or damage to the Equipment arises directly from a negligent act or default on the part of NRC.