

In Your Element: Conditions of Equipment Hire

Charges: The following table outlines the standard charges for the hire of boats and camping equipment. Hire charges for other outdoor equipment are available on request. This table also outlines the costs you will have to pay if you lose or damage any item beyond repair.

Item	Hire Charges	Contribution to replacement cost if lost / damaged beyond repair
Canadian canoe or kayak	£26-£45/day	£550
Canoe Paddle	Free with boat hire	£40
Sea kayak paddle	Free with boat hire	£150
Spray deck for kayak	Free with boat hire	£40
Buoyancy Aid	Free with boat hire	£50
Helmet	Free with boat/bike hire	£40
Waterproof Barrel (60L)	Free with canoe hire	£20
Portage Trolley / Inflatable roof racks	Free with boat/ £10 p/booking	£70
Mountain Bike	<£20/ day	£450
Bike trailer/ tag-a-long	<£8/ day	£80
Security cable & lock	Free with boat hire	£50
Tent	£10 per day	£150
Dry bags	Free with expedition kit	£12 to £40
Expedition Toilet Trowel / Fire Pans	Free with boat hire	£10

We reserve the right to make an additional charge for unreasonable wear and tear

1.0 Equipment

- 1.1 Canoes are not to be used on any body of water above Grade 2, unless specifically agreed in writing, in advance.
- 1.2 Buoyancy aids should not be used as cushions as this compresses the foam and significantly shortens the life of the equipment.
- 1.3 If you find a fault with, or inadvertently cause damage to a piece of equipment, then it is the condition of hire that you bring this to our attention on your return.
- 1.4 A condition of hire is that clients agree not to light any camp fires without using a fire pan to contain the fire and minimise impact. Fire pans are available free of charge from In Your Element
- 1.5 At the time of pickup, clients must also ensure equipment is at the agreed location, by the roadside and ready to load on the vehicle.
- 1.6 Boats must be lifted or transported using the portage trolley at all times and NOT dragged as this will cause excess wear to the boat.

2.0 Competence & risk

- 2.1 By signing this agreement, you explicitly accept that all members of your party are competent to use the hire equipment unsupervised. If you have any doubt about the competence of the group, you should book an In Your Element guide to accompany you and look after the safety of the group.
- 2.2 You and members of your group use this equipment entirely at your own risk.
- 2.3 We reserve the right not to handover the hire equipment if we have concerns about alcohol consumption, the conduct of the group, or their safety during the period of hire. A full refund for the Equipment Hired will be given but the equipment delivery fee will be retained.

3.0 Liability

- 3.1 Members of your party are only insured by In Your Element for injury caused by failure of our equipment when it is used for the purpose intended.
- 3.2 We strongly recommend that you take out insurance to cover your travel arrangements and your participation in outdoor pursuits.
- 3.3 We strongly recommend that you have civil liability insurance cover in place in case your paddling activities result in injury or loss to third parties (e.g. fisherman). Civil liability insurance comes with Scottish Canoe Association membership and is available online at www.canoescotland.com for £20 for Adult Recreational membership.
- 3.4 We have no way of telling which member of a group is responsible for loss and/or damage to equipment and so it is the group organiser who we will hold liable for compensating In Your Element for lost and or damaged equipment. We suggest that you discuss the issue of financial liability with your group prior to confirming your booking.
- 3.5 In order that we can keep shuttle costs to a minimum, your driver will be booked to work for a set number of hours depending on the route in question. If our driver and vehicle are kept waiting for more than 15 minutes beyond the appointed shuttle meeting time, then you will become liable for an additional charge of £25.00 per hour or part thereof. If you wish to change your collection time during your hire period, you must give us as much notice as possible. However, our ability to meet you at the new requested time will be dependent on staff & vehicle availability at the time.

4.0 Payment/ card details/ damage/ security

- 4.1 Final payment will be due 4 weeks prior to the booking date. If the booking date is within four weeks, we will require payment in full in order to confirm your booking.
- 4.2 Before releasing the equipment to you, we will require credit or debit card details as security.
- 4.3 Any card details given to us for payment of deposits, etc. will be retained by us until the equipment is returned in good condition.
- 4.4 We reserve the right to make a charge to this card for any damage to equipment while in your possession.
- 4.5 On completion of the hire period and on safe return of the equipment, any payment card details given to In Your Element will be stored on a password-protected IT system. On completion of your booking, card security codes will be deleted from our records.
- 4.6 Please note that it is your responsibility to inspect the equipment on collection and to inform In Your Element of any pre-existing damage.

5.0 Cancellation terms

Where a client cancels a booking the following cancellation fees apply:

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| * Less than 2 weeks prior to commencement of hire period..... | 100% of costs |
| * 2 to 4 weeks prior to commencement of hire period..... | 50% of costs |
| * More than 4 weeks prior to commencement of hire period..... | Loss of deposit only |

5.1 Cancellation due to covid-19 government restrictions

Both the Scottish and UK governments have understandably introduced limitations on our freedom of movement and gathering in order to reduce the threat of COVID-19 virus transmission. If government travel restrictions around your place of residence or around the activity destination (or unavoidable travel routes between the two) mean that you can not travel to participate in the adventure booked then we will compensate you for any monies paid as follows: Credit Voucher to re-book for same or alternative IYE product within the following two years.