

Equipment Hire Conditions



Brecon Canoe Club may occasionally hire equipment to bona fide outdoor activity providers, competent outdoor instructors or other clubs or associations for use within their operations; or to such individuals including club members for their own leisure pursuits. The following conditions apply to such hire.

Interpretation

In this document the following terms have these specific meanings:

We / us	Brecon Canoe Club
You	The business, organisation or individual hiring equipment from us
Equipment	The equipment being hired
PPE	Items of equipment deemed to fall within the scope of the Personal Protective Equipment at Work Regulations 1992 and European Union Directive 89/686/EEC including, for the avoidance of doubt, equipment intended to prevent head injury (helmets used for paddlesport) and drowning (buoyancy aids).
Intended use	The use to which you have informed us that you intend to put the equipment

Conditions of Hire

We will:

1. agree with you in advance the date(s) and time(s) for delivery or collection of equipment being hired and the fees payable by you for the hire service;
2. arrange for delivery or collection of equipment on the agreed date(s) and time(s);
3. have properly inspected any PPE within 6 months prior to its issue to you;
4. check before issue to you that all equipment is suitable and in appropriate condition for your intended use;
5. make you aware at the time of issue of any pre-existing damage or wear to the equipment; and of your responsibilities to maintain and care for the equipment during the period of hire;
6. not be liable for any damage or harm to equipment or persons arising from your use of the equipment for anything other than the intended use or from you neglecting your responsibilities to properly manage the equipment's use or to maintain or take reasonable care of the equipment during the period of hire;
7. not be liable for any damage or harm to equipment or persons arising from failure of equipment that could not reasonably be foreseen at the time of issue; and
8. inspect all equipment on return from you and charge you the reasonable costs of repair, rectification or replacement of any equipment that has been damaged or lost during the period of hire, except where such damage is deemed to be wear-and-tear that could reasonably be expected by your intended use during the period of hire.

You will:

9. notify us of your intended use of the equipment;
10. arrange for delivery or collection of equipment on the agreed date(s) and time(s);
11. pay all fees for the hire service prior to our issue of equipment to you, unless we have agreed alternative payment terms with you;
12. properly manage your use of the equipment in accordance with your own operating procedures or with what would reasonably be expected of a bona fide outdoor activity provider or competent outdoor instructor, club, association or individual as appropriate;
13. maintain and care for the equipment, as instructed by us or as could reasonably be expected of you, during the period of hire;
14. indemnify us against any damage or harm to equipment or persons arising from your use of the equipment for anything other than the intended use or from you neglecting your responsibilities to properly manage the equipment's use or to maintain or take reasonable care of the equipment during the period of hire;
15. indemnify us against any damage or harm to equipment or persons arising from failure of equipment that could not reasonably be foreseen at the time of issue; and
16. notify us of any damage to or loss of equipment occurring during the period of hire; and pay to us the reasonable costs of repair, rectification or replacement of any equipment that has been damaged or lost during the period of hire, except where such damage is deemed to be wear-and-tear that could reasonably be expected by your intended use during the period of hire.