

CONTRACT FOR THE HIRE OF BOATING EQUIPMENT

I. THE HIRE COMPANY: Sarl R.A.S (Rivières à Sensations)

capital de 7622.45€ RCS/RM: 423428580 APE: 8551Z et NAF: 4399DC

Siège social au 460, route de Montagne Lieu dit: Les Epéroux 38160

St Antoine l'Abbaye Tél: 06.07.78.34.62

Déclaration Etablissement Sportif: DDCS N° 03896ET0275Grenoble

**AN AFFILIATE MEMBER OF
FNPLCK**

**(National Professional Canoe and Kayak Hire
Companies' Federation)**

II. THE HIRER

Name of the hirer and or responsible person:

First name:

Date of birth:

Group, Name of the association:

Address:

Postcode:

Town:

Tel no.:

III. THE HIRED EQUIPMENT

The hire company places the equipment named below at the disposal of the hirer, who accepts it and acknowledges having received it in satisfactory working order and suitable for its intended purpose:canoë(s) and/or Kayak (s), SUP-SUK and others boating equipment in the number set out in column 2 of article V, 1 buoyancy aid per person aged 5 and over, 1 paddle per person aged 8 and over, 1 helmet per person (from class 3 upwards only), drum (depending on the number set out in column 5 of article V), 1 pair of shoes and/or wetsuit per person if required.

Please note also that the hire company may not in any circumstances be held liable for the use of the drum(s) by the hirer, or for their use by the person(s) on behalf of whom the hirer has hired this equipment due to a failure to close or attach the drum securely during transport, or any other watertightness problem.

IV. THE PARTIES' OBLIGATIONS

THE HIRE COMPANY'S OBLIGATIONS

The hire company undertakes:

- not to hire equipment to any minor under the age of 12 unless he/she is accompanied by an adult.
- to ensure that each participant certifies on their honour that they can swim 25 metres and are capable of going underwater.
- to inform the hirer of all his obligations, which are set out below.

THE HIRER'S OBLIGATIONS

The hirer undertakes personally and on behalf of all the participants whom he/she represents, to:

- **ensure that** everyone can swim 25 metres and is capable of going underwater.
- **ensure that** everyone wears a buoyancy aid and shoes without laces or straps throughout the time spent on the water.
- **ensure that all the equipment** concerned by this contract is returned to the hire company in its original condition.
- **state that he has taken out** a public liability insurance policy which is valid on the day of the equipment hire.
- **state that** there is no physical reason why he/she should not take part in the activity.
- **state that he/she has read** the internal rules made available to him/her by the hire company, describing any dangers, difficulties and regulations relating to the journey.
- **ensure that he/she does not** go on the water with a child aged under 5 (or the minimum age stipulated in the regulations and specific local administrative provisions), that he/she is not wearing boots and clothing fitted with elastic ties or straps, that he/she will not leave boating equipment or rubbish along the route, and that he/she will not attempt to enter private property alongside the route, access to which is prohibited.
- **accept that** any photos in which he/she figures may be used by the hire company for business purposes only and that the latter may not sell them.
- **refund to the hirer** the cost of any equipment that is lost or badly damaged, in accordance with the unit prices set out in the table below:

Canoe	Kayak	Buoyancy aid	SUP/SUK	1Wetsuit-2Kway	Canoe-kayak Paddle	Shoes	Helmet	Drum/Leash
860 €	540 €	60 €	759€	1:125€-2:36€	45 €35€	30 €	35 €	44 €

V. SERVICES CONCERNED

Departure time	Composition	Chosen route	No. of people	No. of drums	Deposit paid	Transport of people and equipment *	Total price incl. VAT (excluding breakage / loss and late arrival time)	Latest arrival time
						complimentary		

* Transport costs for people and equipment are complimentary in the prices and may not be deducted from the total price.

In the event of unfavourable weather or water conditions of which he is the sole judge, **the hirer** may refuse the hire without notice, subject only to refunding any deposits paid.

In addition, in the event of arrival beyond the latest agreed arrival time, **a fixed supplement of 10 € per person will be charged.**

VI. TERMS OF PAYMENT

1: The hirer agrees to pay the total cost or balance of the cost of all the equipment hired before taking possession of it.

2: Payment method:

Deposits: Cheque Cash CB

Services: Cheque Cash Holiday vouchers CB

Lost or damaged equipment: Cheque Cash CB

For the performance of this contract and the service of any writs, the hire company chooses residence at the address at which this contract is signed.

Date:

Hire company's signature:

Read and approved:

Hirer's and /or responsible person's signature: