



Hire Terms and Conditions (General)

Bookings

These terms and conditions apply to any hire booking made for or by you (the Renter) with Valley Outdoors (the Owner).

To confirm your hire we require full payment at the time of booking. Bookings are not confirmed until we receive full payment. Reservations may be held with a 50% deposit at the discretion of management.

Payments

Prices are quoted in \$AU and include GST. Payment can be made either by direct deposit, cheque, credit card (Mastercard, Visa or AMEX), EFTPOS, or cash (\$AU only). Payments by cheque or direct deposit must be received 10 business days before your hire. Cheques should be made payable to *T and S Frenay trading as Valley Outdoors*. A surcharge may be applied to credit card payments for invoiced transactions.

Cancellations and changes by you

Please consider carefully before you book. The following fees apply on cancellation:

- More than 7 days: no charge
- 7 days or less: 35% of hire fee
- Less than 24 hours – full fee price.

Failure to show for a hire will result in loss of hire fee. Renters that decide not to attend/participate on the basis of weather (against our policy and/or advice) forfeit their full hire fee. Late arrival for your hire may result in forfeiture of hire fee. If you cancel a hire after commencement, no refund will apply.

A change in hire quantities may incur charges as outlined in our cancellation policy. An increase in quantity may not always be possible. Any changes to bookings may incur an administration fee of \$50. If you are unable to make your booking, it may be transferred to someone who can. We may, at our sole discretion, reduce, transfer or waive your loss of fee for any reason.

Cancellations and changes by Valley Outdoors

From time to time, Valley Outdoors may have to, and reserves the right to, cancel or vary hires (including but not limited to start and finish times, locations, pricing, equipment or inclusions), due to extreme weather (which may include, but is not limited to, heavy rain, high winds, dangerous water conditions, extremes of temperature, air quality, atmospheric hazards, or elevated fire risk), venue closures, or illness of the hire operator. Valley Outdoors will reasonably endeavour to notify you of any necessary change, variation, or cancellation of your booked hire. Valley Outdoors may also refuse any rental, terminate this Hire Contract and/or repossess the Equipment at any time, without notification to you.

In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of any change, modification, cancellation, postponement or delay.

Credit and Refund Policy

Renters whose hire is cancelled by Valley Outdoors for any reason (including but not limited to weather, venue closures, or illness of the hire operator) will normally be offered a credit. If this is not agreeable to you, you may request a refund. The total amount of any refund is limited to the amount paid for the hire. If we cancel a hire after commencement, a partial refund may apply.

T and S Frenay trading as Valley Outdoors and Paddle and Portage Canoes

ABN 16 625 694 911

2 Jenanter Drive, Kangaroo Valley, NSW 2577 | +61 2 4465 1676

info@valleyoutdoors.com.au | www.valleyoutdoors.com.au



Accessibility and Inclusion

Valley Outdoors is an inclusive business that aims to accommodate all participants. If you have any additional requirements, considerations, and specific needs, then please let us know at the time of booking so that we can ensure we are able to make reasonable adjustments and adopt strategies to allow your full participation in the activity. Requirements, considerations, and specific needs may relate to or include, but are not limited to, disabilities, mobility challenges, medical conditions, sensory processing challenges, regular medication requirements, cultural and, or faith considerations.

Check-Out Of Equipment

The Renter must be 18 years or older. Photograph identification is required for the Renter for all hires.

The Renter responsible for the Equipment for the Hire Period. The Equipment always remains the property of Valley Outdoors.

Refusal of hire

We reserve the right to remove or deny access to anyone who, in our opinion, is under the influence of drugs or alcohol, is a hazard to themselves or others, likely to cause harm (to others, equipment, or the environment), abusive, incapable, unprepared, or acts in any way that may impact the safe participation in the activity or safe use of the equipment.

Security Deposit

A security deposit is applicable to some hires. On or before pickup of the Equipment you must pay a Security Deposit debited to your credit or debit card immediately. The Security Deposit is fully refundable to you provided you return the Equipment undamaged and have complied fully with this Hire Contract. You authorise Valley Outdoors to deduct from the Security Deposit any amounts due to Valley Outdoors arising out of this Hire Contract. Any amount which is not covered by any security deposit may be recovered from you by us as a debt due and payable. You also authorise Valley Outdoors to charge you for all Rental charges and any other fines, retrieval, court costs, penalties, administrative fees and/or other violations that may be incurred by you during the Rental term.

Inspection of equipment

Valley Outdoors states that to the best of their knowledge and belief that the equipment is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. You are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to the attention of Valley Outdoors. Make sure any discrepancies are noted on the rental agreement. Any discrepancies not noted on the rental agreement may result in a fee for damaged or missing equipment.

Transport of equipment

Renters are responsible for connecting any trailer, lights, and chains properly, and for securing all equipment before driving. You acknowledge and accept that loading equipment onto a vehicle or a trailer has the potential to cause damage to person or property during loading, unloading or transport of the equipment.

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Equipment use

- You agree to use all equipment for its designed purpose only and in accordance with manufacturer's recommendations.
- You must not in any way alter, modify, tamper with, damage or repair the Equipment
- You must use best endeavours to ensure that the Equipment does not become contaminated with or exposed to any hazardous substances during the Hire Period
- The rented equipment shall not be used for any illegal purpose.
- The rented equipment shall not be used for any paddling at a coastal beach/surf zone, on the open ocean, or on moving water (above grade 1) without express permission from the hirer.
- You alone are responsible for selecting the Equipment and satisfying yourself as to its suitability, condition and fitness for the particular purpose for which you require the Equipment. No advice is provided on the correct use of the equipment, you are responsible for your own actions.
- You alone are responsible for ensuring that you are capable of safely operating and handling the Equipment, and that you have the adequate skills, knowledge and experience to safely complete the planned activity.
- Participants must wear suitable attire, including any personal protective equipment, for the expected weather conditions and the activity. Use of aquatic equipment requires the wearing of a life jacket.

Complaints

If you have a complaint about your hire please inform us as soon as possible so that we can attempt to rectify the matter. If you believe that your complaint has not been resolved through these means then any further complaint should be put in writing to us within 30 days of the end of the hire.

Check-In (return) of Equipment

You must return the Equipment to Valley Outdoors in the same clean condition and good working order it was in when you received it, ordinary fair wear and tear excluded. It is your responsibility to return the Equipment during Ordinary Business Hours. You must obtain the prior approval of Valley Outdoors if you wish to return the Equipment outside Ordinary Business Hours. You must not change the drop-off location from that specified in the Hire Form unless you have first obtained authorisation from Valley Outdoors.

Late returns

Equipment must be returned at the agreed time. Any returns after this time will incur a surcharge. If equipment is not returned within 3 working days of the due date, you will be charged the full replacement cost of the non-returned equipment.

Dirty Equipment

A cleaning fee will be charged if the rental equipment is returned in an excessively dirty condition. Valley Outdoors does not expect rental equipment to be returned in spotless condition but please make a reasonable effort to clean gear before returning it.

Damaged equipment

During the Hire Period the renter is responsible for the equipment and shall take all reasonable steps to properly care for and maintain the Equipment. In the event that the Equipment is lost, stolen or damaged beyond fair wear and tear, the Renter will be liable for any costs incurred by Valley Outdoors to recover, repair and/or replace the Equipment.

It is solely the discretion of Valley Outdoors to determine if damaged equipment will be repaired or replaced. Replacement costs are calculated at full market price of an equivalent product, including shipping and GST.

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Limitation of Liability; Warranty and Guarantee

Except as provided by law, the equipment is hired to you without warranty or guarantee of any kind (this includes item logs, storage history, age, or any other record).

Outdoor activities possess inherent risks. You use the equipment entirely at your own risk, and must exercise due care to ensure your personal safety and that of others. You accept all risks associated with the use of this equipment for yourself and your heirs, executors and assignees and release and indemnify Valley Outdoors and its servants and agents from all claims, actions, suits, and demands from loss or injury to you or your dependents or any other user of this equipment during the hire period arising from your use of this equipment.

Valley Outdoors will not be liable for any additional expenses or other losses relating to your hire, including but not limited to accident, injury, death, third-party damage, or damages to personal items. All additional expenses incurred or other losses remain the sole responsibility of the Renter.

Privacy and personal information

Your personal information will be collected by Valley Outdoors to manage your booking. Any personal information provided by you will be used to manage your booking and will not be shared with external parties, except as required in order to manage your booking or as required or authorised by law. We may also use your information for customer service improvements and to contact you from time to time about news and events regarding Valley Outdoors. You can unsubscribe from this communication at any time. Your personal information will be held and used in accordance with Valley Outdoors Privacy policy.

By accepting these terms and conditions you certify that your image may be used without charge by Valley Outdoors for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

The Bushwalkers Code

Hire activities are often conducted in sensitive areas. We love assisting you with access to these natural and cultural wonders but ask that you respect and protect these wondrous resources. Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature. Valley Outdoors encourages you to follow the Bushwalkers Code during your activity:

<https://www.bushwalkingnsw.org.au/bushwalkers-code/> .

Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions; however, the remainder of the conditions are not altered.

Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of the state of New South Wales, Australia.

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