

Scudamores Punting Company Limited Self-hire Agreement

We are:	Scudamores Punting Company Limited with company number 02787361 trading as "Scudamore's".
Our registered office address is:	Granta Place, Mill Lane, Cambridge, CB2 1RS.
We can be contacted as follows:	By email at enquiries@scudamores.com or by phone on 01223 359750.
You are:	our customer, as specified in the Terms and Conditions of Hire ("the Terms") set out below ("the Customer").

Please read the Terms set out below carefully before accepting our Services. These Terms set out the basis upon which we will provide our Services to you.

Definitions and General terms can be located at the end of these Terms.

1. Hire pricing, payment and methods of payment

- 1.1 The price of the Hire will be in accordance with our price list which is displayed on our Website, as updated from time to time. A Hire Deposit for each Craft and Equipment hired will be taken from you prior to the commencement of Hire via the payment method listed in clause 1.3 below.
- 1.2 We require advance payment of the Minimum Charge for your type and length of Hire before the commencement of Hire. Thereafter any further charges related to the Hire, for example if you have exceeded the agreed length of Hire, are calculated on an incremental basis at the rates below and are payable by you at the end of the Hire:

Ferry punt - £7.00 per 6 minutes
All other Craft - £3.50 per 6 minutes
- 1.3 We accept card payments, via Tokenisation, as the method of payment for the Hire Deposit, the Hire and any deductions made by Scudamore's in accordance with these Terms.
- 1.4 Once the Hire Deposit and any advance payment are taken, and you have accepted these Terms, we will issue you with a paper Hire Ticket to show to our staff at the dockside in order to collect your selected Craft.
- 1.5 The Hire period commences when your Craft is checked out by us, as you leave the Hire Station, and continues until your Craft is checked in by us upon your return to the same Hire Station.
- 1.6 We will release the Hire Deposit to you at the end of the Hire and upon return of the Craft to us, less any further charges incurred in relation to the Hire, or deductions made by Scudamore's in accordance with these Terms. Release of the Hire Deposit will be processed by our staff at the dockside of the Hire Station.
- 1.7 Hirers failing to return the Craft and Equipment by the closing time of the Hire Station, as displayed at the ticket office, may be charged, at our discretion, double the rates set out in clause 1.2, above, for each hour or part thereof after closing time that the Craft and/or Equipment remains unreturned.

1.8 Craft and Equipment must be returned to the Hire Station where the Hire commenced from, unless otherwise agreed by Scudamore's. Hirers failing to return the Craft and Equipment to the correct Hire Station may be charged, at our discretion, an incorrect return and rehoming fee of £50.

1.9 Craft and Equipment must be returned clean and in a fit state for Scudamore's to hire them to other customers. Hirers failing to return the Craft and Equipment in such condition may be charged, at our discretion, a cleaning fee of £25.

2. Your responsibilities

2.1 In order to hire Craft or Equipment from Scudamore's the Hirer must be aged 16 years or over. If you are requested by our staff you will provide proof of age to confirm this. If you are unable to prove that you are aged 16 years or over we reserve the right to decline to make any Hire to you. We may immediately cancel any Hire if we discover that the Hirer is not aged 16 years or over.

2.2 You are responsible for ensuring that you and all persons in your party use the Craft and Equipment in a reasonable, safe and careful manner.

2.3 You and your party accept that any activity on water carries an element of risk and agree to comply with our safety requirements, procedures, notices and briefings provided to you, and demonstrated by our staff, prior to your commencement of the Hire. You and your party accept that it is your responsibility to ensure you understand the safety information prior to dispatch.

2.4 You are responsible for ensuring that:

2.4.1 you and all persons in your party, particularly children, keep their hands and legs inside the Craft at all times;

2.4.2 the Craft is not chained with another Craft or moved between the different levels of the river;

2.4.3 you and all persons in your party comply with any applicable social distancing guidelines that are presently in place;

2.4.4 where issued, personal floatation devices are worn by you and all persons in your party for the duration of the Hire and returned to Scudamore's at the end of the Hire;

2.4.5 you identify to Scudamore's which members of your party cannot swim prior to the commencement of the Hire;

2.4.6 any members of your party on multi-user paddle craft (Canoes and Double kayaks) are aged 4 years or older;

2.4.7 any members of your party on single-user paddle craft (Single kayaks and Paddle boards) are aged 12 years or older;

2.4.8 any members of your party aged 15 years and under are accompanied by an adult aged 18 years or older for the entire duration of the Hire;

2.4.9 you comply with the maximum capacity per Craft as listed below, and as displayed at our ticket office:

Craft for hire at all Hire Stations: Single punt – 6 persons.

Craft for hire in the direction of Grantchester only (from our Boatyard Hire Station):
Ferry punt – 13 persons; Canoe – 4 persons; Double kayak – 2 persons; Single kayak – 1 person; Paddle board – 1 person.

Hirers exceeding these limits will be charged double rate for the entire duration of the Hire.

3. Limitation of liability and risk

- 3.1 All Craft and Equipment hired by you is used by you, and your party, at your own risk. You shall bear the cost of any loss, theft, damage or destruction to any third party property caused by you or any person in your party, and shall indemnify Scudamore's against the cost of any claim brought against Scudamore's as a result of any breach of these Terms by you. We reserve the right to seek reimbursement from you in relation to any damage caused by you or your party to the Craft and/or Equipment and may make an appropriate deduction from the Hire Deposit in accordance with clause 1.6.
- 3.2 We will not be responsible in any way for any accident, injury, damage or loss, whether direct or indirect, arising from the Hire (save for our liability for death or personal injury caused by the negligence of Scudamore's, its employees or agents).
- 3.3 You should note that the Craft may not always be dry due to the weather and travel conditions. Scudamore's cannot be held responsible for damage to personal belongings or clothes as a result of the inside of the Craft being wet or damp. You are encouraged to check the inside of the Craft before entering it or placing personal belongings or clothes inside it.
- 3.4 Where you or member(s) of your party are not able to swim you agree to use the Craft at your own risk(s). Scudamore's has no responsibility or liability to you or your party other than to provide the appropriate personal floatation device.
- 3.5 Our Craft and Equipment are hired subject to these Terms and are not hired subject to any other condition or warranty, express, implied or statutory, and any conditions or warranties other than these Terms are hereby expressly excluded insofar as permitted by statute.

4. Alteration or cancellation of your hire

- 4.1 We reserve the right to postpone the Hire, or alter the date of your Hire should adverse weather or river conditions arise during the period between you receiving your Hire Ticket and you presenting it to the Hire Station. Should you not wish to rearrange your Hire, then Scudamore's will provide you with a full refund.
- 4.2 We reserve the right to cancel your Hire in the event that, in our reasonable opinion, you or anyone in your party are not fit to use the Craft in a safe and responsible way.

5. Data protection and your information

- 5.1 Where we have requested information from you to provide the Services, such as your name and email address, you agree to provide us with accurate and complete information. Such information will be collected, processed, and stored in accordance with our Privacy Statement which can be viewed by clicking the following link:

<https://www.scudamores.com/uploads/ISA5U1LFU6nnxukt.pdf>

6. General

- 6.1 On completion of the Hire, if you have provided a valid email address, Scudamore's will issue you with an e-receipt which will contain a request for feedback.
- 6.2 The Hire Agreement constitutes the entire agreement between you and us. No other terms whether expressed or implied shall form part of the Hire Agreement. In the event of any conflict between these Terms and any other term or provision on our Website or in any other document, these Terms shall prevail.
- 6.3 The Hire Agreement is between you and Scudamore's. Nobody can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 6.4 If any term or condition of the Hire Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Hire Agreement shall continue in force without such term or condition.
- 6.5 This Hire Agreement shall be governed by and construed in accordance with the laws of England and Wales, the courts of which shall have exclusive jurisdiction in determining any dispute.

7. Definitions

In these Terms, the following words have the following meanings:

"Craft" means the vessel(s) that you have agreed to Hire in accordance with these Terms and as recorded on your Hire Ticket;

"Equipment" means any equipment such as poles, paddles, cushions and personal floatation devices associated with the Hire;

"Hire" means your period of Craft rental;

"Hirer" means the Customer named on the Hire Agreement;

"Hire Agreement" means a reference to these Terms and our Privacy Statement;

"Hire Deposit" means a card Tokenisation paid by you, to us, prior to the commencement of the Hire;

"Hire Station" means the Scudamore's boat station to which the Hire Agreement applies;

"Hire Ticket" means the paper ticket given to you by Scudamore's after your acceptance of the Hire Agreement;

"Minimum Charge" means the cost of the Hire allotted for a fixed rate hire Craft as identified in the Hire Agreement;

"Privacy Statement" means the policy displayed on our Website which details how we collect and store your personal data in connection with the Services;

"Service" or "Services" is a reference to your Hire of our Craft and Equipment in accordance with these Terms;

"Tokenisation" is a reference used in credit card processing and is a process by which the primary account number (PAN) is replaced with a surrogate value called a token;

"we", "us", "our" and "Scudamore's" mean Scudamores Punting Company Limited;

"Website" is a reference to our website at www.scudamores.com;

"you", "your" and "yours" mean the Hirer.