

**FITNESSLIFESTYLE P/L & FITNESS PADDLERS AUSTRALIA P/L  
HIRE & ACTIVITY FORM - Terms & Conditions**

<b>Date of Pick Up</b>		<b>Date of Return</b>	( Late charges apply if returned late )		
<b>Pick Up Time</b>		Return by 4pm Weekdays - Weekends 3.30pm unless specified:			
<b>TAX INVOICE</b>	<b>Ref. No.</b>	<b>Date:</b>			
<b>Name</b>					
<b>Address</b>					
<b>Telephone</b>					
<b>License Number</b>					
<b>Type of Craft</b>			<b>Type of Rudder :</b> Surf Type Trailing		
<b>Accessories:</b>					
<b>Craft Type</b>			<b>\$</b>	<b>Value_RRP</b>	<b>HIRE CHARGES</b>
<b>Paddle</b>			<b>Safety Leash</b>		
<b>Vest PFD</b>			<b>Repair Kit</b>		
<b>Helmet</b>			<b>Rope</b>		
<b>Wet Suit</b>			<b>Pump &amp; Hose</b>		
<b>Repair Kit</b>			<b>Other</b>		
				<b>TOTAL HIRE CHARGE</b>	
<b>DAMAGE SECURITY BOND</b>	<b>\$300.00</b>		<b>CASH / EFT</b>	<b>Date Paid</b>	

**PLEASE NOTE THE FOLLOWING : (to be read in conjunction with our Full Terms & Conditions)**

1. NO REFUNDS - Hire credit of up to 3 months is available from initial scheduled hire.
2. If any item is Lost or Damaged you will be required to pay FULL RETAIL REPLACEMENT VALUE OF THE ITEM.
3. Craft is to be returned in clean condition allowing for re-hiring immediately if necessary.
4. A CLEANING CHARGE of \$35.00 per craft will be applicable if craft requires cleaning.
5. Pick up and Drop Off must be done at FitnessLifestyle P/L premises or as specified for particular events (See Hire Conditions pertaining to individual events.)
6. LATE FEES - a charge equal to another days hire will be charged for any Late Returns of equipment.
7. DAMAGE SECURITY BOND will be returned via EFT following inspection of returned craft for damage. Normally during the week following the event.
8. All efforts will be made to supply the make & model of ski on the Hire Agreement. Depending on availability at actual time of hire, we reserve the right to supply a similar ski from another manufacturer than to that listed on the hire agreement.

**Contact Info:**

Tel. 1300 668 335 Mob. +61 418 106656  
Postal Address: PO Box 594, Braeside 3195 VIC.

Email: sales@fitnesslifestyle.com.au  
Web: http://www.fitnesspaddlers.com.au

<b>HIRER / CLIENT SIGNATURE :</b>		<b>Date:</b>
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## **FITNESSLIFESTYLE P/L & FITNESS PADDLERS AUSTRALIA P/L HIRE & ACTIVITY FORM - Terms & Conditions**

Your use (accessing, browsing, buying, etc.) of our site is your legal agreement to the policies, terms and conditions below. You also agree to comply with all applicable laws and regulations, including exports and re-exports control regulations. If you do not agree to these terms, do not use our site. If you have any doubts please write to our e-mail address.

### **FITNESSLIFESTYLE P/L / FITNESS PADDLERS AUSTRALIA P/L - EQUIPMENT HIRE TERMS**

- All equipment hired from FitnessLifestyle P/L & Fitness Paddlers Australia P/L is used at the Hirer's own risk. No condition, warranty or representation of safety, suitability or fitness is expressed or implied by FitnessLifestyle P/L & Fitness Paddlers Australia P/L .
- I, the Hirer, understand ocean, whitewater and flatwater kayaking have inherent and other risks, and that personal injury and property damage are common and ordinary consequences of such activities.
- Before hiring, the Hirer must inspect all goods that are being hired. Accepting and taking possession of hire goods constitutes acknowledgment by the Hirer that all goods hired are in good working order and free from defect at the time of hiring and have been adjusted to the Hirer's requirements.
- This agreement is with the Hirer only and cannot be assigned to any other person. Under no circumstance can the hired equipment be transferred, lent or sub-hired to anyone else.
- Subject to any non-excludable statutory provision, FitnessLifestyle P/L & Fitness Paddlers Australia P/L shall not be liable for injury or death, whether due to accident, breakdown, defect, negligence or from any other cause whatsoever, and to the fullest extent permitted by law, all conditions, warranties and representations to the contrary are excluded.
- I, the Hirer, will be responsible for any damage or loss however caused (other than normal wear and tear) to the equipment and I agree to be charged the full replacement or repair value.
- I, the Hirer, shall not remove, deface or cover up, or cause to be removed defaced or covered up, any identifying marks of ownership on the equipment.
- I, the Hirer, indemnify and keep indemnified FitnessLifestyle P/L & Fitness Paddlers Australia P/L , its servants, agents and assigns from and against all claims, losses, expenses and damages whatsoever arising from the hire or use of the equipment, including, but without limiting the generality of the foregoing, all damage or injury to any person or property whatsoever.
- I, the Hirer, will return all hired equipment on the last day of the hiring period and will be responsible for its good order and condition. If the hiring period is exceeded, daily hire rates will be charged.
- No refund or part thereof will be given for equipment returned early.
- Equipment not returned to FitnessLifestyle P/L & Fitness Paddlers Australia P/L by the return date, unless notified, will be considered stolen and the Police will be notified immediately.
- I have read, understand and agree to all of the above conditions. I am over 18 years of age.

### **FITNESSLIFESTYLE P/L / FITNESS PADDLERS AUSTRALIA P/L - ACTIVITY BOOKING TERMS**

- 100% payment is required on bookings for activities.
- Refunds cannot be issued for activities cancelled less than 72 hours in advance.
- There is a 10% fee payable for activities rescheduled less than 24 hours in advance.
- Activities may be cancelled at the discretion of the instructor/tour leader in the event of bad weather\*. If an activity is cancelled due to weather conditions, the activity will be rescheduled. Refunds will not be issued. Dates and times may be modified up to 72 hours prior to an activity.

#### **\*Weather policy**

FitnessLifestyle P/L & Fitness Paddlers Australia P/L reserves the right to cancel an activity due to heavy rain, strong tidal currents, large swell or rapids, poor visibility, lightning or strong winds. Activities are only cancelled if conditions are unsafe, or by mutual consent of both the activity leader and the client. Activities are not cancelled due to cold weather, hot weather, light rain or light winds.

### **FITNESSLIFESTYLE P/L / FITNESS PADDLERS AUSTRALIA P/L - ACTIVITY INDEMNITY**

- By booking into a FitnessLifestyle P/L & Fitness Paddlers Australia P/L activity, I acknowledge that recreational activities (including kayaking and paddleboarding) are dangerous, with many inherent risks of which personal injury and, sometimes, death are common and ordinary consequences. I, the FitnessLifestyle P/L & Fitness Paddlers Australia P/L client, assume and accept all risk of personal injury and/or death in any way whatsoever arising from such activities.
- I understand that it is my responsibility to assess whether or not I am physically capable of undertaking any FitnessLifestyle P/L & Fitness Paddlers Australia P/L activity prior to my commencing it. I must inform the supplier of

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## **FITNESSLIFESTYLE P/L & FITNESS PADDLERS AUSTRALIA P/L HIRE & ACTIVITY FORM - Terms & Conditions**

any medical conditions, disabilities or the like that may affect my ability to safely participate in the activity, including, but not limited to, asthma, diabetes, epilepsy and cardiac conditions.

- I accept I must meet the minimum pre-requisites clearly stipulated for the activity/ies in which I wish to participate e.g. clothing/equipment requirements, level of experience in a particular skill, swimming competency etc. I accept that the supplier may exclude me from any activity at any time if it's deemed I do not meet these pre-requisites.
- Subject to any non-excludable statutory provision, I agree that FitnessLifestyle P/L & Fitness Paddlers Australia P/L , its officers, employees, representatives, agents, volunteers, instructors, members, or servants are absolved of all liability whatsoever arising from injury or death arising from my participation in any FitnessLifestyle P/L & Fitness Paddlers Australia P/L activity.

### **FITNESSLIFESTYLE P/L / FITNESS PADDLERS AUSTRALIA P/L - SHIPPING AND RETURNS POLICY**

- All items are shipped on the first Monday after purchase, unless a priority shipment is otherwise requested via email. An additional fee will apply to priority shipments.
- All items are shipped via standard post unless otherwise requested via email. An additional fee will apply to Express postage.

We will happily refund or exchange any item purchased from FitnessLifestyle P/L & Fitness Paddlers Australia P/L , if:

- The item is found to be faulty when it's delivered. Please return the item with a letter giving details of the fault. Returned goods must be unused and supplied with their original tags and packaging. After inspection, we will either a) replace or repair the good, or b) refund you by the method you used to pay for the order. We will credit full return postage costs.
- The item doesn't fit, or is deemed unsuitable Please return the item with a letter giving details. Returned good must be unused and supplied with their original tags and packaging. After inspection, we will either a) exchange the good for different size or b) refund you by the method you used to pay for the order. We will not credit return postage costs.
- Please note: We do not offer refunds if you change your mind.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE STORE OWNERS, ITS PARENT, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, USE, OR PROFITS), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT THIS COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. YOU AGREE THAT THE COMPANY PARTIES MAXIMUM LIABILITY ARISING FROM ANY PRODUCT SOLD SHALL NOT EXCEED THE PRICE OF SUCH PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTIONS LAW IS APPLICABLE TO THIS AGREEMENT.

<b>HIRER / CLIENT SIGNATURE :</b>		<b>Date:</b>
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