

EQUIPMENT HIRE AGREEMENT (this "Agreement")

Date:

BETWEEN

Pitlochry Boating Station, Clunie Bridge Road, Pitlochry, Perthshire, Ph165JX

(the "Owner")

-AND-

(the "Hirer")

(the Owner and Hirer are collectively the "Parties")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:

- a) "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
- b) "Equipment" means:
 - i) **Double Kayak** which has an approximate value of **£575**
 - ii) **Single Kayak** which has an approximate value of **£328**
 - iii) **Helmet** which has an approximate value of **£35**
 - iv) **Soft Surfboard** which has an approximate value of **£630**
 - v) **Surfboard Leash** which has an approximate value of **£12**
 - vi) **Body Board** which has an approximate value of **£80**
 - vii) **Winter Wetsuit** which has an approximate value of **£85**
 - viii) **Buoyancy Aid** which has an approximate value of **£55**
 - ix) **21 Speed Trekking Bike** which has an approximate value of **£550**
 - x) **Bike Pack (pump, puncture repair kit, lock, hex key set)** which has an approximate value of **£30**

- c) "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

2. The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

Term

3. The Agreement commences on

[Redacted]

and will continue until

[Redacted]

(the "Term").

Rent

4. The equipment rented will be

Double Kayak	Amount	
Single Kayak	Amount	
Helmet	Amount	
Soft Surfboard	Amount	
Surfboard Leash	Amount	
Body Board	Amount	
Winter Wetsuit	Amount	
Buoyancy Aid	Amount	
21 Speed Trekking Bike	Amount	
Bike Pack	Amount	

5. The total rent for the Equipment will be

£ [Redacted]

(the "Rent") and the Rent will be paid prior to the Hirer taking possession of the Equipment.

Delivery of Equipment

6. The Hirer will, at the Hirer's own expense and risk, pick up and transport the Equipment from Pitlochry Boating Station, Clunie Bridge Rd, Pitlochry, PH165JX.

Use of Equipment

7. The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

8. The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

9. Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

Warranties

10.. The Equipment will be in good working order and good condition upon delivery.

11. The Equipment is of merchantable quality and is fit for the following purpose:

Loss and Damage

12. To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.

13. If the Equipment is lost or damaged, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.

14. In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Hirer.

Ownership, Right to Lease and Quiet Enjoyment

15. The Equipment is the property of the Owner and will remain the property of the Owner.

16. The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

17. The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this Agreement.

18. The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

19. At the end of the Term or upon earlier termination of this Agreement, the Hirer will return the Equipment at the Hirer's cost, expense and risk to the Owner by delivering the Equipment to 1 High Street, St Davids, Wales, SA626SA. If the Hirer fails to return the Equipment to the Owner at the end of the Term or any earlier termination of this Agreement, the Hirer will pay to the Owner any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Hirer.

Insurance

20. No insurance coverage for the Equipment is required under this Agreement.

Default

21. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- a) The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
- b) The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of the United Kingdom or other competent jurisdiction.
- c) A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Remedies

22. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- a) Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.
- b) Apply the Deposit toward any amount owing to the Owner.
- c) Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- d) Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
- e) Terminate this Agreement immediately upon written notice to the Hirer.
- f) Pursue any other remedy available in law or equity.

23. The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

Address for Notice

24. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Owner address: Pitlochry Boating Station, Clunie Bridge Road, Pitlochry, Perthshire, PH165JX.

Hirer address:

Governing Law

25. This Agreement will be construed in accordance with and governed by the laws of Scotland and the parties submit to the exclusive jurisdiction of the English Courts.

General Terms

26. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

27. Time is of the essence in this Agreement.

28. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

29. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Hirer

30. NOTICE TO THE HIRER: This is a lease. You are not buying the Equipment. Do not sign this Lease before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHEREOF the parties to this Agreement have executed this Equipment Hire Agreement on this

_____ day of _____, _____.

OWNER SIGNATURE:

HIRER SIGNATURE:

FOR BOOKING OFFICE USE ONLY

Returns Checklist

Was all of the equipment returned?

Was there any damage caused to any of the equipment?

Was the equipment returned on time?