

REGULATIONS AND CONDITIONS OF RENTING THE CANOE EQUIPMENT IN

"Piraci Parsęty" CANOE RENTAL from Białogard

www.kanutouren-polen.de

In the case of breaking Regulations of the "Piraci Parsęty" canoe rental, "Piraci Parsęty" canoe rental has no to complete the service for the Customer!!!

General regulations:

As many times as there has been mention in **Regulations** about:

Regulations - Regulations of borrowing kayaks and the instrumentation cooperating with them from "Piraci Parsęty" the canoe for canoeing raftings organised by people renting canoes on their own responsibility made with the mentioned above equipment.

Canoe renters, canoe renter – it comprises the person, canoes lending people (renting) and the instrumentation cooperating with them from the rental company of canoes "Pirates Parsęty" from Białogard for the canoeing rafting organised on their own responsibility by people renting canoes.

Agreement of canoe renting – it means an exchange of contracts for canoes renting and instrumentation cooperating with them from "Piraci Parsęty" canoe rental Białogard and showing places of delivering rented canoes for the rafting organised on their own responsibility through lending canoes and indications of places of canoes for the collection hired after the completed canoe rafting.

Conditions of canoes renting and rights and obligations of canoe renters:

§ 1. "Piraci Parsęty" canoe rental does not organise canoeing rafting, it makes them available and lends only a crane craft as well as delivers to the places indicated by the canoe renters, then collects canoes from canoeing flows which are organised on their own by canoe renters and on their own responsibility. For the special request, we can ensure customers of WOPR lifeguards who swim in the course of the canoeing flow and we can ensure NNW insurance.

§ 2. In order to book canoes (the sooner the better), it is necessary to contact by the phone; 886256945 / 693012697 or via e-mail: the kajaki@piraci-parsety.pl to agree on the date of canoes renting, the quantity of reserved kayaks and the place where canoes are supposed to be brought and get back.

§ 3. Signing an agreement with "Piraci Parsęty" canoe rental, for the service of hiring canoes, takes place in the moment of Regulations accepting by the person who reserves canoes and at the moment of confirmation of ordered date by "Piraci Parsęty" canoe rental, by the phone or via e-mail. Next step is signing agreement at the day of canoes renting.

§ 4. In the case of booking many canoes for one-day raftings or several days' rafting, we take the down payment of the 30% of the planned costs amount of canoes renting and the route of the transport.

§ 5. Canoe renter is entitled to the return of the down payment. "Piraci Parsęty" company informs that, that estimated average costs of deductions from the down payment in case of the resignation is calculated as follows:

- for 31 days or more before the starting date of the canoeing flow and canoes renting handling charges deducted by the "Piraci Parsęty" company of the amount PLN 20 from the returned down payment
- in time 30 - 14 days before the starting date of the canoeing flow and canoes renting handling charges deducted by the company, "Piraci Parsęty", there is a 50% of the amount from the returned down payment;
- in the time of 13 days before the starting date of the canoeing flow and canoes renting handling charges deducted by the "Piraci Parsęty" company, there is a 100% of the amount and the company does not return to the down payment.

§ 6. Canoe renters can receive the return of the whole of the payment of the down payment in the event that they will find the substitute person on their place irrespective of the date of the resignation. The rights and obligations of this canoe renter are passed to other person fulfilling conditions for participation in the canoeing flow. It is effective, if „ Piraci Parsęty " company will be informed about changes two works day before the beginning of the rafting and canoes renting.

§ 7. At the day of canoe renting, „Piraci Parsęty” canoe rental takes the payment in advance for all days of all canoes renting and transport of all canoes and luggage to any places pointed by canoe renter and also collects advance PLN 10 for every single canoe. It is for canoe cleaning and life jacket washing after canoing trip. Payment in advance is returned after giving back the clean canoe and life jackets (irrespective of the weather and the late of hour of rafting trip finishing!!!). In the case of giving back a dirty canoe or life jackets „Piraci Parsęty” company does not return the payment in advance.

§ 8. "Piraci Parsęty" canoe rental collects payment according to the price list which is available on the website www.kanutouren-polen.de for renting canoes and performing transport service, from which canoes renters resign.

§ 9. "If before performing transport of canoes to the place of launching for rafting, the canoes renters do not inform „Piraci Parsęty” canoes rental about the resignation of the booked canoes and the service will be performed."

§ 10. „If the canoe renters resign from one or few of booked canoes at the day of rafting trip at the day of rafting or at the one of days rafting agreed with „Piraci Parsęty” canoe rental and the resignation is not caused by the weather breakdown.'

§ 11. „Piraci Parsęty” canoe rental returns the payment which is collected before rafting for the transport of canoes collecting after rafting, if the route of transport canoes collecting is shorter than that which has been ridden by „Piraci Parsęty” canoe rental's car.

§ 12. „Piraci Parsęty” canoe rental rents canoes only those who have been 18 years old.

§ 13. Person who has been 18 years old can take part in the rafting organized by the canoe renter who have been 18 years old. People who are under 18 years old can canoe only under a care of a person who has been 18 and rented the canoe.

§ 14. „Piraci Parsęty” canoe rental reserves the right of cancelling canoes renting for rafting or one part of rafting route which is organised by the canoes renter anytime for reasons beyond its control, especially: force majeure, extreme weather conditions, the decision of state or local authorities, threat to health or life. Canoes renters are not entitled to compensation because of this but only to pay back all the fees charged.

§15. The return due the unused provision for reasons beyond „Piraci Parsęty” canoe rental's control is not vested to canoes renter for example: The absence of canoes renter at proper time of meeting to deliver the rented canoes by „Piraci Parsęty” canoe rental. Voluntary resignation of the possibility using the service which has been paid.

§ 16. The basis of the canoes renter's complaint could not be any events and circumstances that Piraci Parsęty” canoe rental was not able to predict or they occurred without any fault of „Piraci Parsęty” canoe rental.

§ 17. „Piraci Parsęty” canoe rental' reserves the right to period of 30 days from the date of delivering to the office of the rental to consider of complaints and answering it.

§18. Singing the agreement for canoes renting from iraci Parsęty” canoe rental Białogard, conoes renter declares, that:

1. canoes renters have been acquainted with Regulations of “Piraci Parsęty” canoe rental Białogard and they take care and assets responsibility for the entrusted property rented from Piraci Parsęty” canoe rental
2. If the renter is under 18 years old or incapacitated, the agreement for canoes renting is signed by the legal guardian or another person who is authorized according to Polish law. The agreement for canoes renting should be signed in the presence of owner or a person authorized by “Piraci Parsęty” canoe rental
3. Canoe renters take part in a rafting which is organized by themselves and on their own responsibility.
4. Canoe renters are aware of any danger connected with taking part in rafting and they will not report any claims in future to “Piraci Parsęty” canoe rental Białogard because of their taking part in rafting organized by themselves on their own responsibility.
5. Canoe renters' health allows for taking part in rafting organized by themselves on their own responsibility., and at the time of rafting they will apply to directives of canoes lenders, general safety rules and the rules of water good practice, especially: the prohibition of drinking alcohol or taking drugs before descending on water and at the time of staying in the water, the duty of security and life jackets wearing at the time of canoeing, not-receding from the group on the water and also not-causing any situations cawhich can influence on one's safety and the other participants' safety at the time of rafting organized by themselves on their own responsibility.

6. Canoe renters agree for processing of personal data ,which has been conatined in the signed agreement, for operation and implementation of canoes renting, the agreement concerns to.

§ 19. Canoe renters have a right to receive benefits which has been guaranteed by canoe renting agreement.

§ 20. At the time of rafting, canoe renters are required to observe order regulations and any other regulations at the place of staying and subordinate to commands of pilot, animator, WOPR lifeguard, rafting commander or the other represnetative of “Piraci Parsęty” canoe rental Białogard in order to conduct properly canoieng trip organized by canoes renter on their responsibility.

§ 21. Canoe renter is fully responsible for any damages they have caused or people who are under their guardianship. Canoe renters are obliged to pay for these damages.

§ 22. In the case of any flagrant infrigment of the agreed order and the regulations of “Piraci Parsęty” canoe rental Białogard caused by canoe renters, resisittance towards commads of atthorized peaple, causing any danger for themselves and the property of the other canoe renters,“Piraci Parsęty” canoe rental can terminate the contract for canoe renting immediattiely, without the return of the proper amount. In such situation, an adult leaves rafting immediately, whiile in the case of a minor, legal guardian is informed.

§ 23. Eventual dispute between the sides will be settled amicably, and in the case of failure to achieve any agreement, by the local court.

§ 24. In any cases which are not regulated by the contets of these regulations, Civil Code and the Act on tourist services are applied.

Canoe equipment renting

§ 25. There have to be as many protective or life jackets and oars as people in the canoe.

§ 26. Canoe can be rented by the adult possesing identtity card.

§ 27. Canoe renter pays to a person giving out the equipment at the day of renting for canoe renting and transport for all days of canoe renting and transport.

§ 28. The person who rents the canoe and signs the agreement with “Piraci Parsęty” canoe rental is responsible for entrusted crane equipment and pays for any damages or loss of the equipment.

§ 29. “Piraci Parsęty” canoe rental reserves the right to refusal of getting out the equipment in the case of notice, that canoe renter is under the influence of alcohol or drugs, without the return of costs. For people who are under the influence of alcohol or drugs, “Piraci Parsęty” canoe rental does not lend and deliver crane equipment and also it does not return for performing the service.

§ 30. At the time of crane equipment of “Piraci Parsęty” canoe rental using, the prohibition of alcohol drinking or taking drugs takes effect. Prohibition of canoeing under the influence of alcohol and drugs. In the case of alcohol or drug intoxication at the time of rafting ogranized by the canoe retners and on thier own responsiblity using canoes of “Piraci Parsęty” canoe rental, the canoe renter finshes the rafting at the place, where it occurs. The canoe renter who is unsober, intoxicated with alcohol or drugged pays for lifting the equipment to the base.

§ 31. At the time of rafting through rivers, lake or the sea, using the canoes from „Piraci Parsęty” canoe rental takes effect the prohibition of sitting in the canoe without wearing safety or life jacket – the prohibition of taking off these jackets at the time of canoeing the canoe from „Piraci Parsęty” canoe rental. Jackets must be worn properly.

§ 32. At the time of canoeing and using crane equipment of „Piraci Parsęty” canoe rental, canoeing in the trip organized by the canoe renters and on their own responsibly without and with WOPR rescuers – it is prohibited categorically for safety reasons.

1. Braking away the group of rafting participants and falling behind in the single canoe.
2. Falling behind in the group of rafting participants and canoeing in the single canoe ahead. You start and finish the rafting as a group – 20 minutes of advantage is very much on the river and they can mean 60 minutes to make up for. In the case of the canoe fall, there is no possibility of pulling the canoe out of river and joining to group, the one stays alone in the wild, the inaccessible from the land, area.
3. Going away from the river bed, getting round the forest and the fields in the case of problems at the day or in night and without going along the river bed to points and places indicated on the laminated maps of “Piraci Parsęty” canoe rental, which are given to every single canoe renting group, where Piraci Parsęty” canoe rental is able to reach and provide assistance, collect or launch canoes.
4. Standing in the rented canoe.
5. Crouching in the rented canoe.
6. Sitting on a side, a prow or a stern of the rented canoe.
7. Jumping from the rented canoe into the river.
8. Using of the rented canoe without wearing safety or life jacket or wearing it improperly, against to the way of using it.

§ 33 The canoe renter, who rents canoes for the trip organized by themselves and on their responsibility, does not follow any regulations, oral briefing of the owner or the other person acting on his behalf at the time of signing the agreement or commanding of WOPR rescuers at the time of canoeing in the river, pays for

§ 34 canoes renting ruthlessly is abided by recommendations of the Owner of the “Piraci Parsęty” canoe rental "or of the person authorised by him and Regulations of the “Piraci Parsęty” canoe rental

§ 35. Here is the ban in force on reproaching and leaving rubbish on rivers and lakes during raftings under threat fines.

§ 36 LOSING AND THE DESTRUCTION OF EQUIPMENT:

1. Losing total destroying the Eskimo kayak of the Fiji Ball PLN 2000/ depending on the degree of damage/ to PLN 2000
2. Losing total destroying the kayak waistcoat PLN 120/ depending on the degree of damage/ to PLN 120

3. Losing total destroying the oar PLN 140/ depending on the degree of damage/ to PLN 140

§ 37 "Piraci Parsęty" canoe rental assures:

1. Transport of people and lent equipment to the place chosen by the canoe renters.
2. Collection of the equipment and people from places chosen by the canoe renters after the rafting finishing.
3. Car park for cars for the time of the rafting.
4. If necessary supply of the food and the equipment for the chosen sites through lending canoe, and the 24-hour contact.
5. Waterproof map of the rafting.
6. For nonmotorized participants, collection from of station the Polish State Railways and the Polish Long-Distance Bus Service Białogard, Karlino and suppling to the place of canoe renting and the return to stations the Polish State Railways and the Polish Long-Distance Bus Service after giving the equipment back.

§ 38 "Piraci Parsęty " canoe rental for the wish of the canoe renters can assure:

1. qualified WOPR lifeguards, Lifeguard - PLN 200 / day
2. the translator during the rafting (j.niemiecki, j.angielski) - PLN 150 / day
3. transport of luggage, the food, dinners and persons - PLN 2 / km
4. NNW insurance
5. transport by buses from accommodation places to the chosen sites of canoes renting.

§ 39 "Piraci Parsęty" canoe rental is not responsible for things lost or stolen during the canoeing rafting organised on their own through canoe renters and on their own responsibility. *"Piraci Parsęty" canoe Rental does not organise canoeing raftings, it makes available and lends only a pleasure craft for raftings which are being organised on their own through the canoe renters and on thier own responsibility.*

§ 40 "Piraci Parsęty" canoe rental, does not suffer legal liability on account of unfortunate accidents, during fracture, cut, turning etc.. damages to health behind the loss of one's health or the death during canoeing raftings organised through canoe renters.

"Piraci Parsęty" canoe Rental does not organise canoeing raftings, it makes available and lends only a pleasure craft for raftings which are being organised on their own through the canoe renters and on thier own responsibility.

§ 41 lending the medical condition a participation in the canoeing rafting which is being undergone on its own responsibility must enable Kayaks and is being organised through canoe renters. *"Piraci Parsęty" canoe Rental does not organise canoeing raftings, it makes available and lends only a pleasure craft for raftings which are being organised on their own through the canoe renters and on thier own responsibility.*

§ 42 Canoe renters who opposes to the rules will be forced to complete sailing the lent water equipment irrespective of the residence time on water, without the law for the refund.

§ 43 “Piraci Parsęty” canoe rental does not bear responsibility for the behaviour of the cane renters at the time of canoeing in particular behind the damage they could make which for other people or companies.

§ 44 “Piraci Parsęty” canoe rental does not bear responsibility for the damage cars left in our area could surrender to which in particular for thefts, damage, devastation including the provoked damage into it with forces of nature.

§ 45 “Piraci Parsęty” canoe rental does not bear responsibility for left personal belongings in kajkach and cars of our company.

§ 46 The earlier, than established, dates, places and hours of the collection of canoes renting must be accepted by lending libraries of “Piraci Parsęty” canoe rental and can be carried out exclusively on conditions of “Piraci Parsęty” canoe rental.

§ 47 Orders which are supposed to carry out on the same day, reported after 6 PM concerning changes of hours and places of transports, unless a possibility of carrying them out arises.

§ 48 The law of interpretation of this Regulations belongs to the “Piraci Parsęty” canoe rental

§ 49 Regulations are coming into effect at the date of signing.

Attachment of No. 1 Agreement of lending the Kayak Equipment

Price list of the Piraci PARSETY company www.kanutouren-polen.de :

RENTING OF THE CANOE price PLN 40/day

The price includes: - lending 1 two-man kayak

- Lending 2 oars

- Lending 2 waistcoats

- Lending the Map of the Flow

Transport (12 kayaks + 8 persons) - price PLN 2 / km - Kilometres are counted in one and the other side of the road passed through the car

Transport by Bus (56 persons) - negotiable price depending on the route to ride for the bus

Additional options: - care of WOPR lifeguards, Lifeguard - PLN 200 / day

- care of the translator during the rafting (j.niemiecki, j.angielski) - PLN 150 / day

- transport of luggage, the food and persons - PLN 2 / km

– NNW insurance PZU Sport

Attention!!! - at the day of canoe renting, "Piraci Parsęty" canoe rental levys from above for all days of renting all canoes and the transport of all canoes and luggage to the places chosen through the canoe renters and PLN 10 charges of the down payment for every canoe for washing it and washing safety waistcoats after the rafting by the „ Piraci Parsęty " company. The the down payment is returned after the rafting after turning over the clean canoes and safety waistcoats (irrespective of the weather and the late hour of finishing the rafting!!!),

In case of turning over the dirty canoe and waistcoats after the rafting "Piraci Parsęty" company does not return the down payment.