



## **„Przystań Wilanów” – Kayak rent – Terms of service**

**Borrower** – natural or legal person (including entrepreneur) making a reservation or renting equipment for their own or a groups' sake (organized/unorganized/firm)

**Lender** – Dom Wisły Foundation – registered under KRS number 0000460532 –  
NIP 1132865720 – address Grochowska 117 m. 13, 04-148 Warsaw

### **Art 1. Conditions of renting equipment**

1. Rented equipment is the property of “Dom Wisły” Foundation.
2. Rental is open in predefined hours. Last rent can occur one hour before the rental closes.
3. Rental will be closed if any of the listed occurs: strong wind, heavy rainfall, storm, water pollution, Meteorology Institute warnings.
4. The Borrower is obliged to accept Terms of service presented in this document before the borrowed equipment is utilized.
5. Underaged are bound to use the equipment under supervision. Guardians bear full responsibility for the underaged as well as their behavior and actions. Organized groups of children and youth need to be supervised by their guardians and/or teachers while using equipment.
6. All of the rented equipment comes with safety vests and paddles which should be used in accordance with their intended use.
7. Safety vests are fitted by the pier's staff in accordance with weight and height of the User.
8. Safety vest and paddle are obligatory for every user of the borrowed equipment.
9. Rental reserves the right to decline giving out any of the equipment under listed circumstances:
  - 1) Borrower is under influence of alcohol or narcotics.
  - 2) Borrower is not willing to wear the safety vest.
  - 3) Borrower does not accept the Terms of service.
  - 4) Weather is inclined to change (strong wind, rain, storm).

### **Art 2. Payment and reservation conditions**

1. Equipment is rented basing on charges stated in the price list. Final cost is calculated depending on the time spent using the kayak(s), additional equipment elements rented, discounts applied, promotions and any other factors influencing renting price.
2. There is a possibility to reserve equipment on conditions previously arranged with the Rental. Making a reservation is equivalent with accepting the Terms of service. Reservation is confirmed upon making a payment in advance. Exceptions may be applied after reaching a both side agreement.

3. Any payments made in advance will be returned after costs of reservation are deducted and only if the reservation is canceled with at least 24h notice. Exceptions from this rule may be applied if the reservation is canceled due to poor weather conditions or the cancellation is made on Lender's side.

### **Art 3. Responsibility for the rented equipment and safety of usage**

1. Renting and/or making a reservation (in any form) of offered equipment is equivalent with accepting the Terms of service (applies to group reservations/rentals).
2. The Borrower is bound to confirm the amount of equipment rented along with accepting the Terms of service in a written form.
3. The Borrower is bound to check the amount and quality of the rented equipment signaling any faults to the person handing the equipment out.
4. The Borrower bears full responsibility for the rented equipment and the way it is being used including financial responsibility.
5. Losing any of the equipment results in returning the current value of the equipment to the rental after taking its expenditure into calculations. Damaging the equipment beyond further usage is calculated based on the current equipment value. Current pricing of any of the equipment is available at the Rental.
6. In a case of damage not affecting normal usage of the equipment the cost of repairs is laid on the Rental. The Borrower is bound to pay the fine listed in the "Fine for damaged equipment" sector of the Price List.
7. Rented equipment is handed out for use at the place of rental and should be returned to the same location.
8. Equipment returned to the Rental ought to be in condition allowing renting it again immediately.
9. The Borrower uses the rented equipment on their own responsibility and in accordance with Terms of service.
10. Rental bears no responsibility for unfortunate events, injury or death that may happen to the Users.
11. Rental bears no responsibility for material loss that may happen during equipment usage.
12. Valuables (documents, phones, photo cameras) should be accordingly secured against humidity, drowning or theft.
13. Valuables can be entrusted to the staff after gaining their consent. All items should be stored in single bag, leaflet or backpack.

### **Art 4. The Borrower is forbidden to:**

1. Use any of the equipment under influence of alcohol or narcotics.
2. Behave in a way threatening the safety of others.
3. Use the equipment without using the safety vest.
4. Use the equipment not accordingly with its intended use.

5. Exceeding the equipment's maximum load.
6. Kayak in the prohibited areas.
7. Stand or squat in a kayak.
8. Sit on a side, prone or stern.
9. Dive from a kayak.
10. Sink any of the equipment.
11. Stay in a kayak not on the water.
12. Fish from the kayak.
13. Throw thrash in the water or thrash the pier area.

#### **Art 5. Pier usage**

1. Users renting equipment have priority for pier usage.
2. Users leaving a kayak have priority over other users.
3. Pier is available during the opening hours only.
4. Kayak pier is available for users entering or leaving a kayak only.
5. It is forbidden to:
  - 1) Dive from pier
  - 2) Fish
  - 3) Throw thrash
  - 4) Consume alcohol
6. Maximum of 20 people are allowed to be present on the pier simultaneously.
7. Entering the pier with child carriage, bicycles or in other unusual circumstances is only allowed after gaining staffs' approval.

#### **Art 6. Final agreements**

1. The Borrower gives the Rental consent to use, without additional fees, their identity, logos, names, visuals and brands for marketing purposes both during the service and afterwards.
2. Marketing of the Rental's services with usage of visuals, names and logos of the Clients will occur via social media, company's webpage and/or advertisement.
3. Borrower not consenting with sharing their or any of the group members identity should inform the staff immediately.
4. The Borrower have right to withdraw their consent for sharing visuals, logos or names via submitting a written form.
5. Rental have right to ask for referral from the Borrower. If such a referral is submitted without any constraints, Rental is allowed to publish it for the marketing purposes e.g. in social media, advertisement etc.
6. Each and every controversy resulting from Terms of service regulations will be dealt with amicably at first.
7. All controversies that are not dealt with amicably will be headed to court of law.

8. Any controversies between the Rental and legal persons (including business) not deal with amicably will be headed to the court of law local for the Rental.
9. Any aspects not being regulated by this document fall under laws of:
  - 1) Consumer rights,
  - 2) GDPR,
  - 3) Civil Code.
10. Terms of service may be a subject to changes. Any changes in the document will be listed on provider's webpage. The announcement will be maintained for at least 14 days. Borrowers with pending reservations will be additionally informed via email, provided for the sake of communication e.g. in case of changes in the Terms of service. In such a case the information will be provided at least 14 days before changes are introduced.
11. In case of holding a valid contact and lack of consent for the new Terms of service, the Lender is bound to inform the Rental in term of 14 days after getting the information about changes. Lack of acceptance of the new Terms of service results in termination of contract. In such a case the Rental is bound to return any of the pre-paid costs. If changes to the Terms of service are made in a term shorter than 21 day before beginning of the contract, Lender preserves all of the rights gained before changes in the Terms of service.
12. Up to date Terms of service are available on the Rental's webpage, social media and at place at all times.
13. Terms of service become effective on 07.07.2018.