

Beach Wheelchair - Terms and Conditions of Hire

In these terms and conditions:

'You' or 'Your' means the person booking or registering for a class. 'We' or 'Us' means the North Norfolk District Council of Council Offices, Holt Road, Cromer, Norfolk NR27 9EN.

Please read these terms and conditions carefully before making your booking or registering for a class.

1. Age limits

- 1.1. You must be 18 years old or to book a wheelchair. Please note that if you are under 18, the booking must be completed by an adult for and on your behalf by acceptance of these terms.

2. Registration

- 2.1. All bookings are subject to the health and safety terms in Schedule 1.

3. Cancellation by you

- 3.1. To cancel a booking, please contact 01263 516022 as soon as possible so that availability can be kept up to date.

4. Cancellation by us

- 4.1. All bookings are subject to availability, and it is your responsibility to confirm availability before attending.
- 4.2. We reserve the right at any time and for any reason to cancel a booking. No further liability will be accepted.
- 4.3. We shall endeavour to inform you as soon as reasonably possible of any cancellation for such reasons and predicted rough seas or availability.
- 4.4. We have made every effort to ensure the accuracy of the information contained within our website, literature and materials; however, we do not accept responsibility for any error or omissions. We reserve the right to cancel any booking where an error or omission has occurred, even after we have accepted a booking.

5. Use and return of the wheelchair

- 5.1. Any published advice about the age suitability of the wheelchair is offered as a guide. It is your responsibility to determine the suitability. No hoist is available.
- 5.2. You must be confident in using the beach wheelchair and thoroughly familiarise yourself with its safety operation at the beginning of the hire.
- 5.3. The seafront inspector on duty will not be able to assist you with the transfer into the wheelchair.
- 5.4. The wheelchair may only be used on the beach and the promenade as necessary to access the beach.
- 5.5. The wheelchairs can enter the sea subject to the conditions in Schedule 1.
- 5.6. We will inspect the wheelchair upon its return. **You will be responsible for any damages sustained whilst on hire.**

6. Data Protection

- 6.1. By booking a wheelchair, we will collect and use the personal data you provide us for the purposes set out in clause 11.3.

- 6.2. Where you provide us with a third party's individual personal data, you warrant and represent that you have informed them of our identity and the purposes for which their personal data will be processed.
- 6.3. The information you provide will be used for the booking and administration, statistical analysis, and customer services. Your data will be held securely and treated confidentially and will not be disclosed to external parties other than as required for the purposes described above.
- 6.4. All personal information and data are managed under the UK Data Protection Legislation. For more information, visit our [privacy policy](#).

7. Liability

- 7.1. We cannot be held responsible for any personal property.
- 7.2. To the maximum extent permitted by law, we shall not be liable for any loss, injury, liability, or damage of any kind resulting in any way from:
 - 7.2.1. any errors in or omissions from the booking, including negligence;
 - 7.2.2. cancellation or rearranging of the booking;
 - 7.2.3. your use of any wheelchair or associated equipment;
 - 7.2.4. any delay or failure in performance caused by reason of an act, class, non-occurrence, omission or accident beyond the reasonable control of us; or
 - 7.2.5. any negligence of us or our employees, contractors or agents in connection with the performance of its obligations.
- 7.3. Without prejudice to the generality of the above, we shall not be liable to you for the actions or inactions of any others whilst you are using the wheelchair.

8. General

- 8.1. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 8.2. If any part of these terms and conditions is held to be illegal or unenforceable, the validity and enforceability of any other part of the terms and conditions will not be affected.
- 8.3. These terms and conditions are governed by English Law. You and we both agree to the exclusive jurisdiction of the English Courts.

Schedule 1

Health and safety specific rules

1. The manufacturer's recommended maximum weight is 120kg (19 stone).
2. When in the wheelchair, use sunscreen or an umbrella to avoid sunburn.
3. Caution. The wheelchair frame can become hot when left outdoor during hot weather.
4. Do not allow children to stand on any part of the wheelchair.
5. The person may only use the wheelchair for who it was booked for.
6. Do not step on the footrest during transfer, as this could cause the wheelchair to tip.

7. Know your limitations in terms of strength and endurance before attempting any manoeuvres.
e.g. negotiating a ramp or slope.
8. Do not leave the user unattended or unsecured whilst in the wheelchair.
9. Always ensure the seatbelt is properly adjusted for the user.
10. Always set the anti-tip and parking brake when not in use or motion.
11. Observe uneven terrain to prevent tipping.
12. When using the wheelchair near or in water:
 - a. The wheelchair must be accompanied at all times by an adult who can control the wheelchair;
 - b. An adult must maintain physical control of the wheelchair. Use of two attendants is encouraged when in water deeper than 6 inches (150mm).
 - c. Observe water depth and wave action when in the water. The balloon wheels will float, so do not exceed water levels above the middle of the wheels.
13. Observe tidal changes, wave action, wind speed and direction and extreme temperatures.
14. Always listen to and follow any advice from the RNLI Lifeguards as appropriate.

I accept and agree to be bound by these terms and conditions of hire.

Signature

Print name

Date