



## Fair Use, Damage & Insurance Policy – Flying Dutchman Limited

This policy outlines expectations for equipment care, defines acceptable wear and tear, and explains your responsibilities in the event of damage or loss. It also provides details on optional insurance coverage available to hirers.

### 1. Equipment Use & Suitability

Flying Dutchman Limited provides equipment suitable for flatwater and Grade II river conditions, including rivers such as the Waimakariri. Our kayaks and surf skis are not designed for whitewater above Grade II or for use in extreme surf, flood conditions, or high-risk environments. Use of equipment outside these parameters is strictly prohibited and may void any insurance coverage or damage protection.

You are responsible for returning all hired equipment; including kayaks, paddles, PFDs, spray decks, and any clothing or accessories, in the same condition in which it was provided, subject to fair wear and tear.

### 2. Condition Assessment & Wear Categories

Upon return, all equipment will be inspected and assessed by Flying Dutchman Kayaks. We categorise condition as follows:

- **Excellent** (minimal signs of use):
  - Kayaks/Paddles: Light superficial marks only.
  - PFDs/Clothing: Clean, minimal signs of use. Spraydecks show no stretching or wear.
- **Good** (noticeable wear from regular use):
  - Kayaks/Paddles: Noticeable scratches from launching, landing, or low-water paddling.
  - PFDs/Clothing: Minor marks or light fading. Spraydecks may show slight wear or rubbing.
- **Fair** (clear sign of use over time):
  - Kayaks/Paddles: Regular wear including hull abrasions, minor chips, or faded decals.
  - PFDs/Clothing: Fading, light fraying, or minor scuffs. Spraydecks may be stretched but functional.
- **Heavily Used** (extensive wear from long-term use):
  - Kayaks/Paddles: Deep scratches, multiple chips, or signs of prolonged use.
  - PFDs/Clothing: Signs of fading, worn straps, or visible wear. Spraydecks may be loose or discoloured, but functional.
- **Damaged** (equipment is no longer serviceable or has been misused):
  - Kayaks: Cracks, punctures, or structural damage.
  - Paddles: Broken blades or shafts.
  - PFDs: Torn fabric, missing buckles or straps, or compromised buoyancy.
  - Spray decks: Rips, tears, or failed seams.
  - Clothing: Large tears, broken zips, or damage affecting function.

Normal wear from responsible use is expected and accepted. However, damage beyond fair wear and tear may result in repair or replacement charges.

### 3. Damage Responsibility & Repair Charges

- You are liable for any damage, loss, or misuse of equipment during the hire period.
- All repairs will be carried out by Flying Dutchman Kayaks or an authorised service provider.
- Repair costs are charged at a standard rate of **\$90 per hour**, plus materials.
- You will be notified of any damage and provided with a quote before repairs are undertaken.
- If equipment is damaged beyond economic repair, you are liable for the **full replacement value** of the item.

### 4. Optional Insurance Cover

Flying Dutchman Kayaks offers an optional marine insurance policy to cover significant damage or total loss of hired equipment. This policy provides coverage from the time of collection through transport, use on the water, and return.

#### Insurance Details (as per 1 November 2026):

- **Premium:** \$125 per hire
- **Excess:** \$525 per claim (payable by the hirer in the event of a major loss or damage)
- **Coverage:** Includes accidental damage, loss, or theft of kayak and associated gear during the hire period

Insurance is optional but strongly recommended. You may opt in at the time of booking or up to the start of your hire. Hirers are also welcome to arrange their own insurance cover.

### 5. Exclusions & Limitations

Insurance and damage waivers do not cover:

- Use of equipment outside agreed conditions (e.g. above Grade II water, surf zones, or flood conditions)
- Damage resulting from negligence, reckless use, or failure to follow safety instructions
- Personal injury, third-party liability, or loss of personal belongings

### 6. Final Notes

- All equipment is documented before and after hire, including photographs where appropriate.
- By hiring from Flying Dutchman Limited, you agree to these terms as part of your rental agreement.
- This policy is subject to change without notice and is governed by New Zealand law.