

## *Terms and Conditions for On the Wey Narrowboat Hire*

Please read these conditions carefully. They form part of the Agreement and contain legal obligations and liabilities of the Hirer

### **Definitions**

- The “Company” means On the Wey Narrowboat Hire
- The “Hirer” means the person or persons named on the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under the Agreement
- The “Conditions” means the conditions set out in this form
- The “Price” means the price for the booking set out in the Booking Confirmation

### **Conditions of Hire**

A booking is a legal agreement. Submission of a completed booking form is an offer by the Hirer to hire the boat and is only valid when the Company confirms the booking in writing. A non-refundable deposit of 20% of the hire fee is payable on confirmation of the booking and proof of identification is required prior to the hire period. All crew names should be on the booking form.

The Hirer is responsible for the whole of the Hire Fee, the balance of which is due six weeks before the hire date. The owners have a policy of continual improvement and reserve the right to alter craft and/or equipment without giving prior notice.

Hirings commence at 2 pm unless otherwise agreed.

The boat must be returned to the owner’s moorings and vacated no later than 10 am on the day of return.

### **Group bookings, age limits and unsuitable hirers**

Persons under the age of 21 or sole individuals may not hire the boat. Changes of crew are not permitted during the hire period except by prior agreement with the Company. The Company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event the Company will refund any monies paid and the Contract shall be discharged without further liability on either party. The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the Hire Price and no refund shall be due.

### **Cancellations**

In the event of a cancellation by the Hirer the deposit will be forfeited and the Hirer will pay the balance on the due date. The Company may at its own discretion waive the balance price if it is successful in re-letting the boat for the whole of the hire period. It is strongly recommended that the Hirers protect themselves by taking out cancellation protection insurance.

### **Hirer's responsibility**

The Hirer will be shown over the boat and its equipment and given full instructions on handling the boat. After this the Hirer becomes responsible for the boat and its equipment. We use all reasonable care to ensure that the boat is in good condition when handed over, but no responsibility is accepted for loss of time, non-fulfilment of programmes or expense through defect, breakdown or accident to the boat, equipment or machinery.

Particular care should be given to the correct operation of locks (refer to information provided) as the Hirer is responsible for any claims made by British Waterways or the National Trust for loss of water or damage to property.

In the event of curtailment of the holiday through accident or illness of the Hirer, the Company will help with transport and take over responsibility of returning the boat to base.

We cannot accept responsibility for delays or limits to cruising due to British Waterways or the National Trust directives. No return of Hire Fees can be made in these circumstances.

The Hirer must check the boat and its contents and equipment immediately after taking possession of the boat and notify the Company of any alleged deficiencies or shortcomings before the boat leaves the base. The Hirer must sign the Handover Form upon taking the boat over and the Hirer will be responsible for any items that are subsequently found to be missing or damaged. Any shortcomings subsequently discovered must be notified to the Company by telephone immediately in order to give the Company the opportunity to take any necessary remedial action.

### **Availability of craft**

The Hire Period is as shown on the booking confirmation. The Hirer must notify the Company of any likely delay in arrival as soon as possible by telephone.

If due to circumstances beyond reasonable control the Company is unable to provide the Hirer with the boat booked or a suitable alternative, the Company will refund all Hire Charges paid in full, but the Hirer shall have no further claims. Events such as but not limited to damage of the narrowboat due to fire, flood, explosion, storm or other weather damage, accident, criminal damage, mechanical fault, flooding, shortage of water, obstruction, damage or closure to the waterway may deem it unavoidable to cancel the booking.

The boat must be returned by the Hirer no later than 9.30 am unless otherwise agreed in writing and the Hirer is responsible for allowing enough time to ensure prompt return. The boat must be vacated by 10 am. In the event of delay the Hirer shall be liable to pay the sum of £45.00 per hour or part hour of the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay. This condition is strictly enforced in the interests of subsequent hirers. Where the Company has to recover a boat and return it to base, the Hirer shall be liable for all the costs involved, except where there is a delay due to weather conditions resulting in river closures. Where operational circumstances make it necessary the Company reserves the right to require the boat to start from or return it to a place other than its normal base of operation. In such circumstances the Company will where necessary provide transport to the original base. It is the Hirer's responsibility to return the boat to its normal base unless otherwise agreed by the Company in writing. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay the Company the cost of recovering the boat.

### **Maintenance, Repairs, Damage and Breakdown**

The Hirer shall have no claim on us as a result of any breakdown or failure of the boat, its engine or equipment. Where such a breakdown is caused by the negligence of the Hirer, we reserve the right to claim upon the Hirer in respect of expenses involved in rectifying the matter.

The Hirer shall notify the Company immediately by telephone in the event of breakdown, damage, theft or loss and shall provide full details and comply with the Company's instructions. The Hirer must not undertake or have undertaken any repairs, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted and the Hirer shall be liable for any costs incurred to rectify such repairs, adjustment or service to the Company's satisfaction.

No responsibility will be accepted by the Company for loss of time or expenses occasioned through accidental damage to the boat while in the Hirer's charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during the Hirer's cruise unless this is caused by proven reason of the Company's failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of the Company or its employees.

The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope and other matter from propellers. The Hirer shall notify the Company if any of these operations cannot be carried out without risk of accident or damage.

### **Restricted cruising**

We accept no liability and shall not be bound to make any financial adjustment in the event of cruising waters being restricted through repair work, floods, drought or fuel becoming restricted or rationed or any other cause beyond our control. If the boat has not left its owner's mooring the Hirer will receive a full refund of the Hire Charge.

## **Fuel, Gas, Water and Moorings**

The price of the hire includes one full tank of fuel, all gas and water. The boat is handed over ready fuelled, with a sufficient gas supply and full water tank. The cost of any moorings and water supply are the responsibility of the Hirer.

## **Insurance and returnable deposit**

The Company holds British Waterways Boat Safety Certificates and is covered by current Licences and Insurance.

The Company insures the boat and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects, Hirers and their crews are advised to take out their own personal insurance cover.

The Company's policy excludes damage arising from speeding, rudder or stern gear, tv, aerials, chimneys, malicious or intentional damage, the waterway, late return of the boat and return of the boat in an unclean condition. The Hirer will indemnify the Company from and against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or fault of the Hirer to the extent that they are not covered by the Company's policy.

An additional sum of £200 per booking is payable with the balance as a damage and accident deposit. During the week following the end of the Hire period the sum will be returned to the Hirer less any deductions in respect of loss or damage. Late return of the boat is charged at £45.00 per hour and an excessively dirty condition is charged accordingly.

## **Equipment**

The Hirer undertakes to report, and may be requested to pay for any equipment lost, broken or stolen or damaged. Unsuitable substitutes will not be accepted.

## **Hirer's property**

The Company will endeavour to return any property left behind on the boat if claimed and following receipt of payment for postage and packing. Property not claimed within two months from the Hire end date will be disposed of by the Company.

## **Toilet**

The toilet is hired out with an emptied waste tank. Care should be taken with the correct use (please refer to the manual) as failure to comply with and resulting in necessary repairs will be at the expense of the Hirer. If the toilet becomes blocked please call the Company who will make necessary repairs. Should the fault be found to be mis-use by the Hirer or crew a call out fee of £80 shall be payable by the Hirer. The toilet may need a pump out during your trip depending on usage, the cost will be at the Hirer's expense (approximately £12).

## **Fuel**

The boat is hired out with a full tank of diesel included in the hire cost. This should be ample for one week's cruising. It is the Hirer's responsibility to check the fuel levels and if necessary refuel using FAME-free diesel if possible from an authorised boatyard at the Hirer's expense.

## **Accidents**

The Hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat, other craft or waterway the Hirer must:

- Obtain and record the name and registration number of the other boat(s) and names and addresses of all parties involved including the other boat(s) owners and other hirers. An Accident record form is in the Information Book onboard the boat
- Obtain and record the names and address of any witnesses and take photographs of any damage if possible
- Notify the Company by telephone immediately with full details of the accident including damage incurred.
-

- Not in any circumstances admit or allow other persons on the boat to admit liability to any other person
- Not to carry out or have carried out repairs without the consent of the Company
- Proceed in accordance with and follow the Company's instructions

In the event of accident the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company. In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Company in respect of all liability claims, loss, damage or expenses incurred. The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Waterway Authority for damage to waterway property or loss of water.

### **Car Parking**

Vehicles may be left entirely at the owner's risk in the gated parking area. Hirers are particularly advised not to leave any valuable or portable items in the car. The Company will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other persons property on the boat or elsewhere or howsoever caused except by the Company's negligence.

The Company shall take action as may be necessary to silence car alarms in the parking area and to recover the costs from the Hirer.

The wooden gates will be shut but not locked for the Hirer's convenience should they need to return to their vehicle.

### **Safety and other Rules**

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property:

- To only carry those named on the Booking Form and not to allow on the boat at any time more than the maximum number of berths and under no circumstances more than 8 persons.
- Not to tow other craft or allow the boat to be towed except under professional assistance in the event of a breakdown or emergency
- Not to cruise between sunset and sunrise. The boat is only equipped for cruising during daylight hours.
- To observe all speed limits, not to race and not to cruise at a speed which creates a breaking wash or disturbs or inconveniences other waterway users
- Not to take or have on the boat without the Company's prior written permission any dinghies, canoes, portable heaters, bicycles, vehicles, lighting equipment, electrical appliances (other than razors), inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards.
- Not to use the boat for business purposes
- To give way to laden or un-laden cargo boats, sailing craft, rowing boats and other human propelled craft
- Not to take the boat on tidal waters and not to go through Teddington Lock or beyond
- Observe all byelaws, navigational limits or instructions and advice of the Canal & River Trust and the National Trust and other navigational authorities and the Company
- No animals are allowed on board the boat
- Please do not smoke inside the boat

### **Complaints**

If the Hirer has any issues during the hire period they should contact the Company immediately so the matter can be dealt with promptly. After the hire period complaints should be made in writing via post or email within one month of the end of the hire period. The Company will endeavour to respond within five working days.