



# Canal Boat Project

## Day Boat Hire

### Terms and Conditions

15 February 2011

There are two types of hire available.

- 1 Skippered and Crewed by the Project - a skipper and crew are provided by the Project at no extra charge.
- 2 Self Steer

#### Booking Conditions

The Canal Boat Project is a registered charity, No. 1108452, and hires canal boats to families, groups and individuals with physical, sensory and mental difficulties and impairments as well as community organisations. At least one of the users in your party, therefore, must have a difficulty or disability or the hirer must be a community group.

#### **IMPORTANT, PLEASE NOTE.....**

This document is intended to provide useful information for hirers and its contents also form the booking conditions of The Canal Boat Project. In this connection, the phrase "CBP" , "the Project" [or "we", "us", "our"] shall mean The Canal Boat Project and shall include its officers, employees, trustees, servants and agents, whether voluntary or otherwise; the phrase "the Hirer" [or "you", "your"] shall mean the person/s and/or organisation signing the relevant booking Form/s and where the context so requires shall include all persons included in the Hirer's party and/or cruising group. The phrase "Booking Conditions" shall mean the complete contents of this document.

Information on the web site and leaflets: - Every effort is made to ensure that the description of the craft and its facilities is accurate but the Project cannot accept liability for any inaccuracies that may exist. Boats may be viewed by appointment before booking.

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#### 1 Booking – (Reservation of hire)

A contract of hire comes into effect only after our Booking Form has been signed and returned to us together with the deposit payable. We do not hire boats to anybody under 18 years of age.

#### 2 Payment

The balance of the hire fee will be due eight weeks prior to commencement of the hire period, failing which we reserve the right to cancel the hire and any deposit paid in advance will be forfeited.

#### 3 Cancellation / Date Changes

- a) In the event of cancellation of their booking by the Hirer they must immediately notify the Project. All money paid in advance will be forfeited and the Hirer shall, if demanded, pay in full any balance if dates cannot be rebooked.
- b) Cancellation by us may be necessary for reasons beyond our control such as breakdown or damage to the boat, water shortage, severe weather (river in flood), closure of waterways, etc. In such cases all hire money paid will be refunded but no liability will be accepted for any other expenses or consequential damages or costs, howsoever incurred by the Hirer.
- c) In the event of a hirer wishing to change the date of a booking, a £30 administration charge will be made in respect of each boat booked. (e.g. if a hirer has two boats booked then the admin charge will be £60)

The Canal Boat Project reserves the right to decline any booking or to refuse to hand over any boat(s) to any person who, in our opinion is not suitable to take charge. In such cases the hire fees paid shall be refunded in full and no liability will be outstanding on either party. The Hirer has the responsibility of controlling the behaviour of those in their charge in relation to other canal/river users and making sure all behave in a safe manner at all times. The Project reserves the right to curtail any booking at any time where a serious accident or damage has occurred or in our opinion is likely to occur because of the unsuitability or misbehaviour of the hirer. In such cases the Project shall not be liable to make a refund.

#### 4 Day Hire Skipped and Crewed by the Project.

**Boats are strictly limited to a maximum of 12 passengers** and at no time is it permitted for the boat to carry more than this.

Project Skippers and Crew are not regarded as passengers as they are distinct from the members of the hire group.

Hirers should make every effort to arrive in good time for their agreed trip time. Should late arrival be suspected then the hirer must make every effort to inform the Project of this. **Any time lost due to late arrival cannot be added to the end of the trip.**

Rest Breaks. On trips of 6 hours or longer, our skippers and crew are entitled to a rest break of at least 20 minutes. Preferably this will be taken mid cruise.

Our Skippers and Crew are volunteers. Hires are asked to ensure that they are included or catered for in any meal arrangements.

#### 4.1 Accidents and Insurance

- a) Insurance of the boat and its contents and against the Hirers liability to other parties is included in the hire charge, but the hirer is responsible for the first £500 of any claim. Hirer's personal effects are not covered by this insurance.
- b) The Project is fully covered for damage to its boats and for public liability.
- c) We reserve the right, at our sole discretion, to require reimbursement from the Hirer of any uninsured repair or other costs howsoever arising caused by the actions or in-actions of the Hirer.
- d) The Project will not be responsible for any death or personal injury unless it results from proven negligence. The Hirer is recommended to take out Personal insurance to cover this and for the loss of personal items.

#### 5 SELF STEER

##### 5.1 Collection

Normally on the day of the hire the boat will be available at the our Moorings, off of the Moorhen Car Park off Burnt Mill Lane, Harlow. In all cases we reserve the right to stipulate a different time and venue if necessary. Unless an alternative arrangement has been made the Hirer should arrive within a half hour of the stated time for the hand-over procedure. Should late arrival be suspected then the hirer must make every effort to inform us. **Any time lost due to late arrival cannot be added to the end of the booked period.**

##### 5.2 Familiarisation/Handover

The Skipper is the person nominated by the user group and deemed by us as responsible for the operation and safety of the boat and its passengers.

This includes the behaviour of all group members where this is likely to impact on the safety of the boat, any or all group members or the waterway and its users. The skipper is not necessarily the group leader.

The Canal Boat Project is a company limited by guarantee 5246504 and a registered charity 1108452

Registered address: Lock View, Burnt Mill Lane, Harlow, CM20 2QS



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Self steer may be available subject to the skipper holding an appropriate and current qualification (e.g. CCBM, MCA Boatmaster's Licence) and attending a River Practice Day session on the chosen boat and on a date prior to the day of the hire. If the role is to be undertaken by more than one person during the hire period, each must attend the River Practice Day session and it must be clear who is acting as skipper at any one time during the hire period.

Hirers must satisfy these requirements prior to the start of the hire period, failing which we shall be entitled to cancel the hire.

Our appropriately trained representative will provide the hirer's Skipper with all necessary information to enable them to enjoy a safe trip. The Canal Boat Project reserves the right to decline any booking or to refuse to hand over any boat(s) to any person who, in our opinion, is not suitable to take charge. In such cases the hire fees paid shall be refunded in full and no liability will be outstanding on either party. The Project reserves the right to curtail any booking and repossess the boat(s) at any time where a serious accident or damage has occurred or in our opinion is likely to occur because of the unsuitability of misbehaviour of the hirer. In such cases the Project shall not be liable to make a refund.

#### 5.3 Return of Craft

The craft must be returned at the end of the hire period at the agreed time and place and in the condition in which it was found. The hirer is responsible for allowing sufficient margin of time for contingencies. In fairness to all concerned, we simply cannot allow any boat to return later than the agreed time for any reason. We reserve the right to claim upon the hirer for any expenses incurred as a result of a late or unsatisfactory return.

The hirer is responsible for leaving the boat in a clean and tidy condition and for the disposal of any rubbish accumulated during the hire period. Rubbish bags etc must not be left on boats or at the mooring. The project reserves the right to charge for any cleaning required or disposal of rubbish left by the hirer.

#### 5.4 Accidents and Insurance

- a) The Hirer is responsible for the boat during the period of hire and must report to the Project full details of any accident, injury or damage as soon as possible after its occurrence. Under no circumstances should the Hirer or any member of the hire party attempt to undertake any repairs or replacement whether personally or through any third party.
- b) Insurance of the boat and its contents and against the Hirer's liability to other parties is included in the hire charge, but the hirer is responsible for the first £300 of any claim. Hirer's personal effects are not covered by this insurance.
- c) The Project is fully covered for damage to its boats and for public liability.
- d) We reserve the right, at our sole discretion, to require reimbursement from the Hirer of any uninsured repair or other costs howsoever arising caused by the actions or in-actions of the Hirer.
- e) The Project will not be responsible for any death or personal injury unless it results from proven negligence by the Project. The Hirer is recommended to take out Personal insurance to cover this and for the loss of personal items.

#### 6 General (all bookings)

- a) Smoking is not permitted inside any boat.
- b) The Hirer and all other users of the boat must behave at all times with due consideration for other waterway users and local residents. Local waterway rules and regulations must be observed at all times
- c) The toilets on board must be kept in a clean and sanitary condition.
- d) All parts of the boat must be kept in a clean and tidy condition at all times. Rubbish must be stored in the bins provided and disposed of as often as possible.
- e) The hirer is responsible for disposal of any rubbish accumulated during the hire period. Rubbish bags etc must not be left on boats or at the mooring
- f) Candles, tea lights, oil or incense burners are not permitted on any boat
- g) Cutlery, crockery and cooking utensils are provided. We reserve the right to seek reimbursement from the Hirer the full cost of repair/replacement in respect of any damage, breakages or losses. Unsuitable substitutes are not accepted
- h) Companion ways, entrances and lift areas should be kept clear of luggage, provisions etc. to ensure ease of movement within and access to and from the boat.
- i) Buoyancy aids (life jackets) are provided. The hirer will be held liable for cylinder recharging costs brought about by inappropriate use.
- j) Hirers are responsible for their own first aid arrangements.
- k) Pets (other than guide dogs kept under proper control) are only permitted with our written consent.
- l) **Safety equipment, including smoke detectors, gas detectors, fire blankets and extinguishers must not be tampered with. This includes the removal or disconnection of any batteries.**

#### Loss of Water

The Hirer may be held responsible for charges made by Waterways Authorities in respect of loss of water or other damages to Waterways property arising through his/her negligence.

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## 7 Privacy Policy

To place a booking with us, we will need to collect information about you to deal with your booking as smoothly as possible. This information may include such details as your name, your address and your bank account details. We will use this information for the purpose of completing your transaction with us, providing

The above services to you and for the purposes of associated administration. We may also use the information provided by you to contact you about your booking. The Project may also use this information to contact you with details of other opportunities offered by us.

## 8 Comments and Suggestions

The Canal Boat Project strives for continuous improvement in its services and therefore welcomes any comments or suggestions you may have.



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## Emergency Telephone Number

**07983 687873**

Please keep this with you when travelling as you may need to contact us if you have been delayed.

Thank you