

Canal Boat Project

Terms and Conditions



Registered Charity No. 1108452

Booking Conditions

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, and shall include prospective self-steerers and any other persons attending The Canal Boat Project Assessment Courses. The phrase "Booking Conditions" shall mean the complete contents of this document.

TERMS & CONDITIONS

1. Information on the web site and leaflets.

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

2. 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 and we have confirmed the booking in writing.

3. 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 may be forfeited.

4. Cancellation / Date Changes

- In the event of cancellation by the Hirer of their booking 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.
- 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.
- In the event of a hirer wishing to change the date of a booking, a £20 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 £40)

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 behavior 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 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 or misbehavior of the hirer. In such cases the Project shall not be liable to make a refund.

5.1 Day/Part day trips (Skipped by the Project)

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. 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. Essential crew members are not regarded as passengers provided they are distinct from the normal members of the group. Pets (other than guide dogs kept under proper control) are only permitted with our written consent.

- 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.
- Smoking is not permitted at any time inside any boat.
- Candles, tea lights, oil or incense burners are not permitted on any boat.

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. The Project is not responsible for the hirers' first aid arrangements.

5.2 Self Steer bookings (including day/part day and short breaks)

Hirers must satisfy the Projects requirements regarding appropriate training and experience prior to the start of the hire period, failing which the Project shall be entitled to cancel the hire. (See the link to Training on the web site or contact us for details)

Collection

Normally on the first day of the hire period the boat will be available from 10.00a.m. at the mooring off Burnt Mill Lane, Harlow or in the case of a weekend booking, from 6.00p.m. on the Friday. 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 the Project of this. Any time lost due to late arrival cannot be added to the end of the booked period.

Accommodation & Crew

All boats are strictly limited to a maximum of 12 passengers. Three able-bodied crew members are required for cruising. At no time is it permitted for the boat to carry more than the above number of people.

Overnight accommodation is limited to a maximum of 12 people.

Pets (other than guide dogs kept under proper control) are only permitted with our written consent.

General

- a) 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.
- b) The boat must be operated and the hirer and the crew must act in accordance with the Boat Operator's Manual, kept on board the boat.
- c) The boat is not permitted onto tidal waters (including the River Thames below Teddington Lock) without prior written permission from the Canal Boat Project.
- d) The toilets on board must be kept in a clean and sanitary condition. The toilets will be empty at the time of collection and should not normally need additional pump-outs on weekend trips. Additional pump-outs may be required every 2 to 3 days on longer trips and these must be paid for by the hirer.
- e) A supply of diesel sufficient for the hire period is normally provided.
- f) Smoking is not permitted at any time inside any boat.
- g) 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.
- h) No portable heaters, lighting equipment, TV sets or other electrical appliances (apart from transistor radios, hair dryers and electric razors) may be taken or used aboard.
- i) Cutlery, crockery and cooking utensils are provided but not bedding, pillows or towels. 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
- j) 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.
- k) Buoyancy aids (life jackets) are provided. The hirer will be held liable for cylinder recharging costs brought about by inappropriate use.
- l) Hirers are responsible for their own first aid arrangements.

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. The Project provides bookings throughout the year often with the boats going out almost as soon as they return. In fairness to all our hirers, 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 disposal of any rubbish accumulated during the hire period. Rubbish bags etc must not be left on boats or at the mooring.

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 whether personally or through any third party.
- b) 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 £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. The Hirer is recommended to take out Personal insurance to cover this and for the loss of personal items.

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.

6 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 on 01279 424444

