

Accessible Boating Association

Registered Charity No. 295034

Waterway Holidays on board the 'Madam Butterfly'

Conditions of Hire

Definition:

Throughout these Conditions, reference to 'The Association' shall be understood to refer to Officers and appointed Agents for the time being of Accessible Boating Association.

Fair Trading Agreement:

Please read these Conditions of Hire carefully. When you book your Waterway Holiday on the *Madam Butterfly*, you are in fact entering into a Contract that binds you ('the Hirer') and The Association in various ways.

1. **TERMS** ~ All terms and Hire Fees are quoted in £ (Pounds Sterling) and are for the period of hire set out by the Start and End Dates indicated on the Form for Confirmation of Booking, or otherwise as defined by The Association.

2. **BOOKING DEPOSIT** ~ An initial deposit payment of £200 must accompany the completed Form for Confirmation of Booking.

3. **CANCELLATION SCHEME** ~ Should the Hirer have to cancel the Holiday after booking due to sickness, injury, death, jury service or witness call of a named member of the party, then under this Scheme and on receipt of the appropriate independent documentation, the Hirer is exempted from paying the balance outstanding. The booking deposit is not refundable. If, after the booking has been confirmed and the names and details of all members of the party have been identified in the Hirer's Declaration, the Hirer is compelled to cancel the Holiday, The Association must be immediately notified by telephone, and evidence provided in writing by First Class Mail to reach The Association no later than one day prior to the Start Day of hire.

4. **BOOKING CONFIRMATION** ~ The submission to The Association of a completed Form for Confirmation of Booking shall constitute an offer by the Hirer and a Contract shall come into existence if and when The Association confirms the booking in writing.

5. **OUTSTANDING BALANCE** ~ The Hirer is responsible for paying the balance of the total Hire Fee not later than 6 weeks before the Start Day of hire. The Association reserves the right to pass on any bank charges or other costs incurred in re-presenting cheques.

6. **SECURITY DEPOSIT SCHEME** ~ At least 6 weeks before the Start Day of hire, the Hirer is required to pay a mandatory Security Deposit of £100.00, by separate cheque. Provided that the boat and its equipment are returned on time, undamaged, clean and tidy, and without third party claim against the Hirer, this cheque will be returned to the Hirer by post within 14 days after the end of the period of hire. Please note that an extra charge will be made if additional cleaning of the boat is required after your Waterway Holiday.

7. **SECURITY DEPOSIT SCHEME – EXCLUSIONS** ~ Damage caused by any of the following is excluded from the Security Deposit Scheme:

- A. Speeding
- B. Malicious or intentional action or willful neglect
- C. Damage caused in locks by lack of due care and attention

In all such cases the Hirer agrees to indemnify The Association with the full cost of the necessary recovery, repairs and or replacements together with any resultant loss of income that may occur due to the boat being out of commission.

8. **BOOKING RESTRICTIONS** ~

- In pursuance of The Association's charity Objects, at least one member of the Hirer's party is to be physically or learning disabled
- Bookings from persons under 21 years of age cannot be accepted without prior written consent of The Association.
- To ensure consistent safe handling of the boat, The Association requires that the party shall include a minimum of two able-bodied adults in addition to those needed to care for the disabled person(s).

Should any booking be made without complying with these requirements, The Association reserves the right to cancel the booking at any time, and to withhold all monies paid pending re-letting. If the boat is re-let, booking monies will be refunded after deducting 25% of the total Hire Fee to cover administrative costs. If it is not possible to re-let, the total Hire Fee will be forfeited and payable to The Association.

9. **UNSUITABLE HIRERS** ~ The Association reserves the right to decline to accept a booking or to refuse to hand over a boat to any person who in their opinion is not suitable to take charge for whatever reason. In such cases, the Hire Fees paid shall be refunded in full and the Contract shall be discharged without further liability on either party.

10. **SERIOUS ACCIDENT OR DAMAGE** ~ The Association reserves the right to re-possess the boat at any time where a serious accident or damage has occurred or in the opinion of The Association is likely to occur for whatever reason. In such cases The Association shall not be liable to make a refund of any portion of the Hire Fees paid.

11. **ACCOMMODATION** ~ The number of people on board the boat including visitors, must not exceed 12 less one per powered wheelchair. This excludes any Accessible Boating personnel who may be on board to render assistance. The names and details of all members of the Hirer's party must be entered on the Form for Confirmation of Booking. Any changes subsequently required must be notified to and agreed by The Association before Start Day of hire.

LAY-OUT PLAN ~ The lay-out plan drawing of the boat is for general guidance only. It is not to scale and alterations to accommodation etc. may occur to the boat during re-fitting.

12.AVAILABILITY ~ The booking is made on the understanding that the boat will be placed at the Hirer's disposal on the date stated. In the unlikely event that this should not be possible through *force majeure* or other circumstances not under the control of The Association (e.g. damage, mechanical breakdown, late return by previous crew, etc.), we are not in a position to offer any alternative boat. In such cases, all Hire Fees paid shall be refunded in full, but no liability will be accepted for any additional expenses, costs or damages incurred by the Hirer.

13.INSURANCE ~ The boat is insured to its full value and Public Liability risks are covered but the Hirer is urged to take out holiday insurance cover for all of the party, to cover accidents between home and boat, and personal injury and effects while on holiday.

14.MOTOR VEHICLES ~ Vehicles and their accessories and contents are left at the Hirer's risk. Neither The Association nor its Agents will be responsible for loss or damage thereon or thereto from any cause whatsoever.

15.BOAT TRIAL ~ A free demonstration is given to you at the time of take over before you start your Waterway Holiday. Whenever possible, the person responsible for the booking as Hirer must be present at this time. After this demonstration has ended, the Hirer is held responsible for any damage or loss to the boat and its equipment.

16.SHORTCOMINGS ~ The Hirer is asked to notify any shortcomings on the boat to our Agent immediately so that they can be remedied. No claim can be considered for shortcomings not so notified.

17.OBEYING THE WATERWAY RULES ~ The Hirer is responsible for ensuring that the byelaws of the relevant Navigation Authority are complied with at all times.

18.RESTRICTIONS ON BOARD ~ Under no circumstances may firearms or live fishing bait be taken on the boat. You may not tow nor normally be towed by other craft. No bicycles, heaters, candles, TV sets or electrical appliances, with the exception of shavers, may be taken on board the boat without written permission of the owners.

19.DAMAGE TO THE CANAL FIXTURES AND FACILITIES ~ The Hirer is responsible for any charges made by Waterways or Navigation Authorities in respect of the loss or damage caused to waterway property.

20.ACCIDENTS ~ Whilst in charge of the boat, the Hirer is responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the case of any accident or damage to the boat or other craft, or to waterway property, it is the Hirer's responsibility:

- 1.To find out the name of the other boat involved together with the name of the owners and hirer when applicable.
- 2.To report these facts, together with the extent of the damage to our Agent as soon as possible.
- 3.In the event of an accident involving a Third Party, not to admit any liability whatsoever.

21.SERIOUS ACCIDENTS ~ The Association will not be responsible for any death or personal injury, save insofar as it results from their proven negligence. The Hirer is advised to take out Personal Holiday Insurance for the Waterway Holiday.

22.REPAIR OF DAMAGE ~ Repairs should not be put in the hands of others without the authority of The Association.

23.ANIMALS ON BOARD ~ Pets other than animals that are specifically trained to guide or assist a disabled person are only permitted with our written consent. Where an animal accompanies the disabled person, all necessary blankets, baskets etc. must be brought for this purpose. Hirers are respectfully asked not to leave such an animal unaccompanied on board at any time, and to ensure that it is not allowed on the boat's bedding or seats. An animal is not covered under The Association's insurance. As the Hirer is responsible for any loss or damage caused by such an animal to either the boat or its equipment, or to any Third Party, the Hirer is advised to ensure adequate insurance is held in this respect.

24.NO SMOKING ~ A strict No Smoking rule applies within the interior of the boat.

25.BOAT DELAYS OR CURTAILMENTS ~ No responsibility will be accepted for loss of time or expenses occasioned through accidental damage to the boat while in your charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless this is caused by reason of The Association's failure to adequately maintain the boat in a fit state and condition. Any defect or breakdown must be reported immediately to our Agent during your cruise so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as the boat is carefully checked before the start of each cruise). The Association shall not be responsible for the consequences or delays or restrictions arising from obstructions, repairs or damage to navigational works, flooding, shortage of water, industrial action, fuel rationing, shortage of or non-availability of fuel, or any other cause, and reserve the right to restrict cruising if unusual or hazardous conditions prevail.

26.RETURN OF BOAT ~ It is solely the Hirer's responsibility to return the boat (including all its gear and equipment) in a clean and tidy condition by the designated date and time to The Association or its Agents at their boatyard. If the boat is not returned by the designated time the Hirer agrees to pay to The Association as liquidated damages the sum of £35 for every hour or part hour thereafter that the boat is overdue or occupied.

This is strictly enforced to allow the Association time to prepare the boat for the next hirer. Should The Association have to affect recovery of the boat then the Hirer will also be responsible for the full costs of any such recovery.

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