

The Lyneal Trust

Making holidays accessible

Canal and canal side holidays in the beautiful Shropshire borders for people with disabilities, their families and friends.

Terms and Conditions of Hire December 2015

1. General

This is a legally binding contract between the property owner, Lyneal Trust and the hirer. The property owner is also referred to as "we" and "us".

The hirer is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person must be over 21 years of age, accepts and adheres to these terms and conditions and is responsible for ensuring all members of the hirer group accept and adhere to these terms and conditions. The hirer is also referred to as "you".

The "property" refers to Lyneal Wharf (the cottage and chalets) and /or Shropshire Lass II (boat) and/or Shropshire Lad (boat).

2. Bookings and Payment

A contract of hire comes into effect only when the booking form has been signed and returned to us together with the deposit or, in the case of online booking with online payment, the receipt of the payment. A deposit of 20% for all weekly and short break bookings is payable within 10 days of the provisional booking being acknowledged. For day trip bookings of the Shropshire Lad the full day charge is payable on booking. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge is payable not less than 4 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the hirer. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 4 weeks prior to the start of the hire period must be paid in full at the time of booking.

3. Hire period

For weekly bookings the hire period is 6 days use of the boat(s) and 7 days use of the cottage and chalets. The cottage, chalets and boat(s) will be available from 3pm on the Saturday commencing the hire period. The boat(s) must be returned to Lyneal Wharf by 3pm on the Friday ending the hire period. The cottage and chalets must be vacated by 9.30am on the Saturday ending the hire period.

For short break bookings start and finish times can vary dependent on the particular days requested. For Shropshire Lad day trips, start and finish times will be confirmed depending on the hirer's request. Start and finish times must be between 10am to 6pm.

4. Holiday party and accommodation

The Lyneal Trust
Lyneal Wharf
Lyneal, Ellesmere
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bookings@lyneal-trust.org.uk

Registered with the Charity
Commission no 516224
www.lyneal-trust.org



The cottage and chalets can accommodate up to 14 people, the Shropshire Lass II has sleeping accommodation for up to 8 people. The Shropshire Lad has no sleeping accommodation.

When booking the following details of the hire group must be advised:

- The number of people in the hire group.
- The number of people with disabilities.
- The number of wheelchair users.

For hire of a boat, the following must also be advised:

- Previous experience of handling boats.
- The number and ages of children who will require buoyancy aids.

It is essential that hire groups contain sufficient numbers of able people to ensure safety at all times. The property owner requires all hire groups to observe the following responsibilities:

- When using a boat there must be one person on board who is in command or charge.
- The person in charge of the boat must be familiar with the appropriate safety rules and ensure that they are followed by members of the hire group.
- There must be sufficient people who are not disabled in any way on board each boat in order to care for those who are disabled.
- Maximum number of people permitted on each boat at any one time is 12. A more comfortable number, dependent on disabilities, on both boats is 8.
- Any people remaining at the wharf side facilities must be accompanied by at least one person who is not disabled.

The property owner strongly recommends that each hire group has at least one person with previous experience of canal boats. Instructions on the boat will be given on arrival. For Shropshire Lad day hire we can provide one of our volunteers to skipper the boat.

The property owner reserves the right to cancel any booking where an inadequate proportion of able-bodied to disabled persons occurs and/or where the responsibilities outline in Section 9 is not adhered to. In the event of such cancellation, the property owner will be entitled to retain the deposit but no liability will be accepted for any expense or consequential damages or costs howsoever incurred by the hirer in consequence of the cancellation.

5. Hire of Boat(s)

It is a condition of this contract that the boat(s) will be operated in accordance with the Boat Operator's Handbook, copies of which are provided to the hirer and kept on board the boat.

The toilets on board boats must be kept in a clean and sanitary condition. The toilets will be empty at the start of the period of hire and should not normally need additional pumping-out but should a pump-out be required this should be carried out at a recognised pumping-out station. It is essential that no items be flushed into the toilet, such as disposable nappies, wet wipes, sanitary towels, tampons and/or applicators. Only 2 ply toilet tissue may be used and will be provided. If the toilet becomes blocked the Trust reserves the right to charge the hirer £50.

Sufficient supplies of diesel and gas for the hire period are provided. However, in the unlikely event of supplies running out please refill at a recognised fuel station.

With the engine running the Lass will provide electrical power (240v a/c) to a maximum load of 1700 watts. Appliances of greater capacity are not permitted.

The hirer shall not permit the boat to be used to tow any other craft.

6. Accidents and Liability

The hirer is responsible for the property during the period of hire and must report to us full details of any accident, injury or damage as soon as possible after its occurrence. Under no circumstances should the hirer group attempt to undertake any repairs whether personally or through any third party.

We reserve the right, at our sole discretion, to require reimbursement from the hirer of any repair or other costs howsoever arising caused by the actions or inaction of the hirer or any member of the hirer group. The hirer shall pay us any such repair or other costs within 14 days from the date of our account rendered, failing which we shall at our discretion, charge the hirer interest on the outstanding debt at the commercial rate of Barclay's Bank plc +4%. Should we receive from insurers any reimbursement in respect of the damage for which the hirer has reimbursed to us, we shall re-pay such proportion of the monies forthcoming from the insurers to the hirer as in our entire discretion we consider reasonable. The hirer shall be responsible for the uninsured excess of £100 in any event.

The property owner holds insurance in respect of damage to the property and injury to third parties. Full details are available on request. Such insurance covers the hirer and members of hire groups providing they comply with the terms and conditions of hire and the policy terms. It is the liability of the hirer and members of hire groups to take out insurance to cover any risk or liability not covered by the policies insurance held by the property owner.

The property owner takes no responsibility for the personal possessions of the hirer or members of the hire party. Vehicles and possessions are left entirely at the risk of the hirer.

Children must be supervised at all times.

7. Pets

A maximum of 2 pets are allowed subject to the property owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The hirer shall be liable for all damage caused by his/her pet or any pet belonging to the hirer group. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

8. Wheelchairs

Whilst every effort has been made to make the boats accessible to people in wheelchairs the maximum size that can be accommodated is a wheelchair with a width of up to 26" (66cms).

9. Your Responsibilities

The hirer and all other members of the hire group 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.

Smoking is not permitted at any time inside the property. Candles are also not permitted.

All parts of the property must be kept in a clean and tidy condition at all times. Rubbish must be stored in the bins provided and in respect of boats, disposed of as often as possible at designated refuse disposal locations.

We would like to think the hirer and hire group would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner

retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

Cutlery, crockery and cooking utensils will be provided but not bed linen, pillows, blankets or sleeping bags.

The hirer should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the hirer period. Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

10. Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The hirer accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the hirer to leave the property without any refund if, in the property owner's opinion, the behaviour of the hirer and/or the hirer group is unacceptable.

The hirer or a member of the hire group is advised to carry a mobile phone for use in case of emergency.

11. Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the hirer to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

12. Return of Damage Deposit

Your damage deposit, if applicable, minus any deductions, will be returned to you within 2 weeks of the departure.

13. Cancellation

Cancellation of the booking by the hirer should be made in writing and addressed to us and, if within 4 weeks of the start of the holiday, the 20% deposit or, in respect of the Shropshire Lad, the day's hire fee will be forfeited.

We will attempt to re-let the property and if successful, the deposit or, in respect of the Shropshire Lad, the day's hire fee will be refunded less an administrative charge of £25.

The property owner will endeavour to make sure the property is available for the dates contracted. Cancellation by us may be necessary for reasons beyond our control such as breakdown or damage to the property, water shortage, closure of waterways etc. In such cases all hire fees will be refunded but no liability will be accepted for any expense or consequential damages or costs howsoever incurred by the hirer.