

Terms and Conditions of Hire Shropshire Lady

1. General

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

The Hirer is the person who signs the booking form. 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 hire group accept and adhere to these terms and conditions. The hirer is also referred to as "you".

2. Bookings and Payment

The booking form must be returned, and full payment of the hire must be paid within 10 days of the provisional booking being acknowledged. A provisional booking is only accepted as a confirmed booking once the booking form has been duly completed, signed and returned to us and full payment has been made. Until the booking is confirmed, it can be cancelled at any time without prior notice. The contract exists between the Hirer and the Trust once the booking is confirmed.

Bookings made less than 10 days prior to the day trip on the Shropshire Lady must be paid in full at the time of booking.

3. Hire period

For day trips on the Shropshire Lady, start and finish times will be confirmed with the Trust's Skipper depending on the Hirer's request. Start and finish times must be between 10am to 6pm.

4. Hire Group

The Lady can accommodate up to a maximum of 12 passengers including no more than 2 wheelchairs of a standard size.

The Trust will provide a skipper and crew who are responsible for the operation of the Lady and not hire group members.

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

- The name of the leader of the hire group
- The names of people in the hire group.
- The number of people with disabilities.
- The number of wheelchair users.
- The number and ages of children who may require buoyancy aids.
- The number of assistance animals or pets to be on board (maximum 2)

Please be aware that although the Shropshire Lady has a number of adaptations, the boat is not adapted to cater for every disability and medical conditions. If any member of the Hirer's party has a disability or medical

condition this should be explained on the booking form and the Hirer should bring it to the attention of the booking coordinator.

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

- There must be one person who is in charge of the group.
- The person in charge must be familiar with the appropriate safety rules and ensure that members of the hire group follow them.
- There must be sufficient people who are not disabled in any way to care for those who are disabled.

The Trust reserves the right to cancel any booking where an inadequate proportion of carers to disabled persons occurs and/or where the responsibilities outline in Section 8 are not adhered to and where the Trust's Skipper believes that it is unsafe to continue (this might for example include weather conditions, condition of the vessel or passenger behaviour). In the event of such cancellation, the Trust will be entitled to retain the hire payment 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. Insurance

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

The Hirer will indemnify the Trust against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer.

The Trust reserves 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 hire 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 £250 in any event.

6. Hirer's Property

Parking within the Wharf is restricted to unloading and loading only and all vehicles should be moved to the Trust's car park.

Vehicles may be left in the Trust's car parks at the vehicle owner's risk. The Trust will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other people's property on the boat or elsewhere or howsoever caused except by the Trust's negligence or that of those for whom the Trust is responsible. Hirers are particularly advised not to leave any valuable or portable items in the vehicle.

The Trust shall take such action as may be necessary to silence car alarms in the Trust's car parks and to recover the costs from the Hirer.

The Trust takes no responsibility for the personal possessions of the Hirer or members of the hire party.

The Trust may return Hirer's property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date of the holiday will be disposed of by the Trust.

7. Assistance animals and pets

A maximum of 2 assistance animals and pets are allowed subject to the Trust's agreement. (Registered assistance animals will not be charged for.) All animals must be house trained and the number and type of animal must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Animals must not be left unaccompanied in the Shropshire Lady at any time and must not be allowed on the furniture. The Hirer shall be liable for all damage caused by any guidance dog and/or pet belonging to the hire group. A charge will be made for any additional cleaning required. The Trust cannot be held responsible for any accident or injury to an animal during the trip.

All assistance animals and pets must be recorded on the booking form.

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 28" (71cms). No mobility scooters will be allowed on the Shropshire Lady.

No wheelchair which weighs more than 200kg including the user is permitted to be used on board the Shropshire Lady.

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, hirers of the Cottage and Chalets and local residents. Local waterway rules and regulations must be observed at all times.

The hire group must use the path that runs parallel to the lane to access the Wharf to board the Shropshire Lady. Access to other areas of the grounds and the Cottage and Chalets is not permitted to respect the privacy of any occupiers.

The hire group must not take on or to have on the Shropshire Lady, without the Trust's prior written permission, any dinghy, canoe, kayak, bicycle, lighting equipment, television set, electrical appliances, inflammable liquids or substances, gas cylinders, barbeques, car batteries, firearms, hoists, or any other equipment which may cause danger or hazards.

Smoking is not permitted at any time on board the Shropshire Lady. Candles are also not permitted.

The toilets must be kept in a clean and sanitary condition. 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 up to £150.

The Trust retains the right to make an additional charge for cleaning should the Shropshire Lady not be left in a similar condition to the way it was found at the start of the hire.

The Hirer should make every effort to keep the Shropshire Lady and all contents in the same state of repair and condition as at the start of the hire period. Any accidental damage or breakages should be reported to the Trust's Skipper prior to departure. The Trust 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 Trust) will not be charged for.

Children and vulnerable adults must be supervised at all times.

10. Marketing Material

The specification of the Shropshire Lady, facilities and equipment in marketing material is intended as a general guide, but the Trust shall not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale.

The Trust reserve the right to change the Shropshire Lady's specifications without prior notice.

11. Exemption

The Trust shall not be liable for any matters arising from any cause beyond the Trust's reasonable control or not due to the Trust's negligence or willful default including (without limitation) death or personal injury of hirers their crew and passengers, loss or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel or in respect of any consequential loss, damage, expense, injury, or claim. Hirers should consider taking out personal holiday insurance cover.

12. Complaints

Every endeavour is made to ensure your day trip with us is memorable for all the right reasons. However, we do recognise that from time things do go wrong. In these circumstances, it is the responsibility of the Hirer to make any such problem known to the Trust's Skipper immediately it becomes apparent, thereby giving us the opportunity to correct the situation. We will make every endeavour to rectify any identified problems as soon as is reasonably possible.

The Trust shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period, as the boat may then have been taken over by another hirer and may not be available for inspection.

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 hire, the hire fee will be forfeited.

We will attempt to re-hire the Shropshire Lady and if successful, the day's hire fee will be refunded less an administrative charge of £25.

14. Disputes

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Trust's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Birmingham Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

15. Jurisdiction

The contract between the Trust and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company and the Trust at their option may bring any legal proceedings against the Hirer from courts in any other country.

16. Waiver

No indulgence, forbearance or delay by the Trust shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.