

## Terms and Conditions of Hire Self-Drive Residential Hire Boat

### 1. General

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

The "holiday boat" refers to the self-drive residential hire boat known as the Shropshire Lass or Shropshire Maid and all fittings and equipment thereon. The holiday boat is also referred to as the "boat".

### 2. Bookings and Payment

The appropriate booking form must be returned and a deposit of 20% for all weekly and short break bookings 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 payment of the deposit. 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.

The balance of the total hire 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 booking 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 nights use of the holiday boat. The holiday boat will be available from 3pm on the Saturday commencing the hire period **and must be returned to Lyneal Wharf by 3pm on the Friday ending the hire period**. Breach of this condition will incur a minimum additional charge of £50 per hour or part thereof. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Trust as a result of the boat not being available on time for the next hirer. Where the Trust has to recover a boat, and return it to Lyneal Wharf, the Hirer shall be liable for all costs involved.

For short break bookings start and finish times can vary dependent on the days requested.

### 4. Collection and Handover

Before the Hirer departs with the holiday boat the Trust will give the Hirer such instructions, demonstrations and trials as it thinks fit and require the Hirer to check and sign for the contents, inventory and Boat Acceptance.

The Trust or their representatives may at their discretion, cancel the booking and refuse to handover the boat to any person or group who, in their opinion is not suitable to take charge on the grounds of being under the influence of

alcohol or drugs, or who have failed to demonstrate a reasonable level of competence following reasonable instruction in boat handling or any other reason which give them reasonable grounds to suspect that continuation of the hire is likely to endanger the hirer, passengers, other users of the waterways or any property.

The Trust's representatives may repossess the holiday boat at any time if in their opinion the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event, as the hire period is deemed to have started, the Hirer shall remain liable to pay the hire price and no refund shall be due.

## **5. Holiday party and accommodation**

The Shropshire Lass II has sleeping accommodation for up to 8 people. The Shropshire Maid has sleeping accommodation for up to 6 people.

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.
- Previous experience of handling boats.
- The number and ages of children and number of adults who may require buoyancy aids.
- The number of assistance animals or pets to be on board (maximum 2)

**Please be aware that although the holiday boats have a number of adaptations, they are 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.**

**Please note that due to the build and shape of the boats, it is impracticable for a hoist to be considered on the boat and they are not allowed.**

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 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 members of the hire group follow them.
- There must be sufficient people who are not disabled in any way on board each boat to care for those who are disabled.
- No more than number of berths to sleep on board and never more than 12 persons on board at any time.

Although there is no age limit for driving the boat, the Hirer agrees that whenever the boat is driven by a person aged under 18 years old, they will always be under the close supervision of a competent adult.

Whilst previous experience of canal boats is beneficial, instructions on the boat will be given on arrival.

The Trust 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 Sections 9 and 15 are not adhered to. In the event of such cancellation, the Trust reserves the right to retain the hire charge, but no liability will be accepted for any expense or consequential damages or costs howsoever incurred by the hirer in consequence of the cancellation.

## **6. Hire of Holiday Boat**

It is a condition of this contract that the holiday boat will be operated in accordance with the Hirer's Instruction Manual and the boat's Handbook, copies of which are provided to the Hirer and kept on board the boat.

The boats' toilets must be kept in a clean and sanitary condition. The toilets will be empty at the start of the period of hire and for a week's hire 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 up to £150.

With the engine running above 1200 rpm the holiday boat will provide electrical power (240v a/c) to a maximum load of 2000 watts. Appliances of greater capacity are not permitted. The boats cannot supply 24 hours continual electrical power. **Electrical life support equipment must NEVER be used on board the boat.**

**Whenever the lift is used the engine must be running. This avoids the inconvenience of no battery power as the lift drains the batteries quickly.**

#### **7. Fuel**

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

For hire of the holiday boats of more than one week a top up of fuel is required on a weekly basis. The fuel supply to the heating is higher in the fuel tank than the fuel supply to the engine. There is a risk that for a more than one week's hire the fuel in the tank falls below the heating supply and the heating could fail.

#### **8. Mooring Fees, Water Re-Fill and Pump Out**

Whilst mooring and water supply on canals are normally free of charge, any costs incurred are the responsibility of the hirer. Where pump-outs are required to toilet tanks, the cost is the responsibility of the Hirer unless carried out at Lyneal Wharf by Trust personnel.

#### **9. Safety and Other Rules**

**The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat, other persons and for safeguarding the holiday boat.**

The Hirer shall not permit the boat to be used to tow any other craft or itself to be towed except under professional assistance in the event of breakdown or emergency.

Never to cruise between sunset and sunrise. The boat is only equipped to operate during hours of daylight. The holiday boat must not be moved during the hours of darkness.

**Never to enter the sets of locks known as the Grindley Brook Staircase unless Canal and River Trust lock keepers are on duty and supervising the transition of vessels through the staircase or without the prior approval of Lyneal Trust.**

The Trust recommends that the lifejacket provided is worn when travelling through locks and tunnels.

To observe all speed limits, not to race and not to cruise at a speed which causes a breaking wash or disturbs or inconveniences other waterways users.

Not to take or to have on the boat, 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. Any equipment brought onboard by the hire group is used at their own risk.

Not to use the boat for business purposes.

Not to allow no more than number of berths to sleep on board and never more than 12 persons on board at any time.

To give way to laden or unladen cargo boats, sailing craft and any human propelled craft including rowing boats, canoes and kayaks.

Not to take the boat onto sea or tidal waters.

Not to carry on the boat any live fishing bait.

At all times to observe by-laws, navigational limits or instructions and advice of Canal and River Trust and other navigational authorities and of the Trust's representatives.

To comply with any mooring restrictions and charges and to be responsible for any fines levied for not doing so.

The Trust reserves the right to restrict cruising areas or routes in the light of prevailing conditions.

Children and vulnerable adults must be supervised at all times.

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

The Trust reserves the right to board the holiday boat, at a reasonable time, in the event of an emergency or remedial repair work being required.

#### **10. Accidents and Liability**

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

The Hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat, any other craft or the waterway or an accident to a member of the hire group, the Hirer must comply with Accident Procedure outlined in the boat's Handbook and follow any subsequent instructions received from the Trust or its representative.

The Hirer should make every effort to keep the holiday boat's fixtures and fittings 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 (or their representative) prior to departure.

The Trust charges an accidental damage waiver fee. Accidental damage waiver excludes damage arising from speeding, contact with a lock cill causing damage to the rudder, skeg, stern gear or boat, negligence, malicious or intentional damage to the boat. Also excluded is negligence, malicious or intentional damage to other boats and property and the late return of the boat and return of the boat in unclean condition.

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.

In the event that the Trust's insurance cover is invalidated or prejudiced by any failure on the part of the Hirer to comply with the provisions of this condition, the Hirer shall indemnify the Trust in respect of all liability claims, loss, damage or expenses incurred.

The Hirer shall indemnify the Trust against any claim or charge made by any Navigation Authority for damage to waterway property or loss of water.

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 NatWest 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.

## **11. 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.

## **12. 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 park 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.

## **13. 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 holiday boat at any time and must not be allowed on the beds or furniture. The Hirer shall be liable for all damage caused 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 their stay.

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

## **14. Wheelchairs**

Whilst every effort has been made to make the boats accessible to people in wheelchairs the maximum width of a wheelchair that can be accommodated in the Shropshire Lass is 26" (66cms) and in the Shropshire Maid is 28" (71cms). No mobility scooters will be allowed.

No wheelchair which weighs more than 300kg including the user is permitted to be used on board the boats.

## **15. Your Responsibilities**

The Hirer must undertake the handover procedure as set out in the Hirer's Instruction Manual. You must undertake boating tuition and demonstration unless you sign the disclaimer on the Declaration of Previous Boating Experience with the Trust.

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 holiday boat. Access to other areas of the grounds and the Cottage and Chalets is not permitted unless accompanied by a Trust representative to respect the privacy of any occupiers.

Smoking and the lighting of candles are not permitted at any time on board the holiday boat. Deep fat frying is also not permitted.

All parts of the holiday 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 at designated refuse disposal locations.

We would like to think the Hirer and hire group would treat the holiday boat as they would their own home and at the end of the holiday the boat is left in a clean and tidy condition. The Trust retains the right to make an additional charge for cleaning should the boat 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, sleeping bags or towels.

#### **16. Marketing Material**

The specification of boats, their accommodation, 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 boat specifications without prior notice.

#### **17. 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 are recommended to take out personal holiday insurance cover.

#### **18. Complaints**

The Hirer shall check the holiday boat, its contents and equipment fully immediately after taking possession of the boat. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Trust before the boat leaves the Wharf. The Hirer shall sign the Boat Acceptance form before departure and thereafter the Hirer is completely responsible for the boat, its equipment and its operation until it is handed back to the Trust at the end of the period of hire. Any shortcomings subsequently discovered shall immediately be notified to the Trust by telephone in order to give the Trust the opportunity to take any necessary remedial action. 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.

#### **19. 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 will be forfeited.

We will attempt to re-let the boat and if successful, the deposit will be refunded less an administrative charge of £25.

#### **20. 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.

**21. 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.

**22. 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.

**23. Privacy**

The handling and collection of any personal customer data is processed in accordance with local law and is not sold to third parties.