

# Accessible Boating Association

Registered Charity No. 295034

## Day Trips on board the 'Dawn'

### 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 Day Trip on the Dawn, 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 requested by you when you return the Confirmation of Booking Form. This booking form together with the appropriate payments must reach the Bookings Manager within 14 days of making your provisional reservation. Failing to do so, we reserve the right to cancel your booking, should another client request your date.

**2. 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. Two payments are required with your booking, the Hire Fee, and a separate cheque of £32.00 for the returnable Damage Deposit. This cheque will not be banked before your trip, and will be held by our Booking Manager. Provided the Dawn is returned on time, and without incident or damage, it will be returned to you within 14 days. All cheques should be made payable to "**Accessible Boating Association**" please.

**3. CANCELLATION SCHEME** ~ Should the Hirer have to cancel the trip 14 days or less after booking, the Association must be immediately notified by telephone. In these circumstances the sum of £20 will be deducted before refunding the Hirer all other amounts paid. This is to cover the administrative costs of your booking. Should you wish to book an alternative day, this charge may be waived at the discretion of the Association.

**4. 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).

**5. 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.

**6. 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.

**7. ACCOMMODATION** ~ The number of people on board the boat, including visitors, must not exceed 12 less one per powered wheelchair on board.

**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, 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.

**8. INSURANCE** ~ The boat is insured to its full value and Public Liability risks are covered..

**9. BOAT TRIAL** ~ A free demonstration is given to you at the time of take over before you start your Trip. Whenever possible, the person responsible for the booking as Hirer together with their deputy 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.

**10.OBEYING THE WATERWAY RULES** ~ The Hirer is responsible for ensuring that the bye-laws of the relevant Navigation Authority are complied with at all times. These are available in the on-board copy of the Boaters Handbook

**11.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.

**12.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.

**13.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.

**WE WOULD REMIND YOU THAT IT IS A OFFENCE TO DRIVE A BOAT UNDER THE INFLUENCE OF ALCOHOL**

**14.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.

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

**16.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 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.

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

**18.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).

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