

Accessible Boating Association

Registered Charity No. 295034

Day Trips on board 'Dawn'

Conditions of Hire – ABA Skipped Bookings

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 Day Trip on Dawn, you are 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 and confirmed to you by the Bookings Manager. The requested Booking Payment should be paid within 14 days of making your provisional reservation. If this is not received, we reserve the right to cancel your booking, should another group request a trip for that date.

2. BOOKING CONFIRMATION ~ The submission to The Association of a payment shall constitute an offer by the Hirer and a Contract shall come into existence if and when The Association confirms the booking. Payment may be made online or by cheque sent to the Bookings Manager. Payment instructions will be given on the booking confirmation.

3. CANCELLATION ~ Should the Hirer have to cancel the trip, the Association should be notified as soon as possible by telephone. Hire Fees already paid will be fully refundable up to one month in advance of the hiring. After that any refund would be at the discretion of the Association. Should you wish to book an alternative day, this may be arranged at no extra charge at the discretion of the Association.

4. RESTRICTIONS ~ To comply with the objectives of the association, at least one member of the party must have a condition such that other publicly available boats are unsuitable.

5. ACCOMMODATION ~ The number of people on board the boat must not exceed 12 at any time, including any Accessible Boating Personnel who may be on board to provide assistance to you. Due to weight restrictions, this capacity is reduced by one for each powered wheelchair on board.

6. 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.

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

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

9. ANIMALS ON BOARD ~ Pets other than animals that are specifically trained to guide or assist a disabled person are not permitted on board. 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 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.

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