

# **BOSWORTH MARINA CONDITIONS OF HIRE**

**Please read these conditions carefully. They are all part of the hire agreement and duties of both you and the company.**

## **1. DEFINITIONS:**

In these conditions and the Agreement the following words have the following meanings: "Agreement" means the Hire agreement made between you and the company which is entered into by your booking request and the booking confirmation from the company and is made on the basis of these conditions. Booking confirmation is the written confirmation issued to you by the company confirming the hire period, price, place of embarkation and other key particulars of the booking. "Company" means Bosworth Marina Limited.

"You" are the person or persons named in the booking confirmation. If there are more than one of you each of you shall be individually and collectively responsible for complying with the agreement. "Conditions" are these Boat Hire Conditions. Price means price quoted in the booking confirmation. "Hire date" is the day quoted in the hire confirmation.

"Written" means the item has been printed, typed, written out by hand and either posted to you, collected by hand or sent to you via email or other electronic means.

## **2. AGREEMENT TO HIRE:**

When you request a booking you are making an offer to hire the boat on these conditions. The hire agreement itself only comes into existence when the company sends out the booking confirmation. A conditional or provisional booking is not binding and you may cancel it at any time before the booking confirmation is sent to you by the company. Similarly the company may hire the boat out to another party in place of you at any time before a booking confirmation has been sent to you. The entire agreement between you and the company is contained in these conditions, the booking request and the booking confirmation. Nothing in these conditions affects your statutory rights.

## **3. PRICES AND PAYMENT:**

The company's advertised prices are in pounds sterling and includes where applicable VAT at current rate on general supplies running fuel and VAT at current rate on heating fuel. Also where applicable insurance premium tax. If the rates of VAT, IPT or any other government tax are changed so that a different rate applies to your hire any difference will be charged or refunded to you as her case may be. The company reserves the right to correct errors in advertised or quoted prices at the time of booking confirmation.

The deposit is payable at the time of the booking request. The booking deposit is £100 for a full day and £50 for a mini day. The balance of the price is due not less than one week before the hire date as shown in the booking confirmation. Time of payment shall be of the essence of the agreement. For bookings less than one week before the start date you must pay the full price at the time of the booking request.

#### **4. YOUR PARTY: Personal agreement and obligations:**

The hire agreement is a personal one between you and the company and your identity is a material factor in the company's decision to enter into the agreement. You must be at least 21 years of age at the time of booking and **no stag or hen parties**. You must be authorised by all other members of your party to enter into the agreement on their behalf. You are responsible for making all members of your party aware of the terms of the agreement. The full names, ages and addresses of all your party must be provided to the company at the time of booking. All changes in your party which may take place at any time after the booking confirmation has been issued must be communicated in writing and approved by the company. You are responsible for making all members of your party aware of the terms of the agreement.

#### **The use of alcohol and controlled drugs. Company's right of immediate cancellation:**

The boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the company may cancel your booking and refuse to hand over the boat to you or repossess it if you or any member of your party is or appears to be under the influence of alcohol or drugs. In those circumstances there shall be no refund of the hire charge or the deposit. In such a case the company shall be entitled to recover any loss, damage and expense from the monies already paid by you. If this is insufficient to cover its loss it shall be entitled to bring a case against you for the balance of such a claim.

#### **Company's right to decline handover for safety reasons:**

The company may cancel your booking and refuse to hand the boat over to you if, in its reasonable opinion, you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (provided you have complied with your obligations of this agreement) the company shall refund your deposit and any other monies which you have paid to the company and the contract shall be discharged without further liability on either party.

#### **Company's right to repossess during the hire:**

The company may repossess the boat at any time after commencement of the hire period if in the reasonable opinion of the company you are unsuitable to be in charge of the boat for any reason affecting the safety of any person or property in particular if you or any member of your party is or appears to be under the influence of alcohol, drugs or you are not behaving responsibly or there has been a material breach of the terms of this agreement.

#### **5. CANCELLATIONS AND CHANGES REQUESTED BY YOU:**

The agreement is a legally binding contract and may only be cancelled in accordance with the conditions listed below. If you want to cancel or change your booking you must give the company written notice. The date of the receipt of the notice shall be the effective cancellation date.

The company shall make the following charges for cancellation.

Days before start date when cancellation notice is received More than 28 days: Loss of booking deposit as specified in clause 3

8-28 days 75% of hire price  
7 days or less 100% of hire price

If the company re-lets the boat to a new customer for that hire date the company shall refund the cancellation charge which you have paid deducting an administration fee of £50

## **6. CANCELLATION BY THE COMPANY:**

The company may cancel the agreement by written notice in the following circumstances:

- (1) For any reason described in condition 4
- (2) In the event of an accident affecting the safety or navigability of the boat (3) for breach of any of the rules set out under Condition 9
- (4) for non-payment of any sum due under the booking.

The Company is entitled to recover from You any loss which it suffers as a result of cancellation under any of the provisions of Condition 4 or for breach of Condition 9 and it may retain all or part of any payments which you have made as security for such claims. Subject to this if the Company is able to re-let the Boat for the Hire Date it will give credit as per clause 5 as a result of such re-letting and shall prepare and submit to You an account of its claim and of any payment which may be due to You or to the Company within seven days of the Hire Date.

## **7. HIRE DATE, COLLECTION AND RETURN OF BOAT:**

The Boat will normally be available at 8:30 a.m. on a full day and 10.00 a.m. on a mini day hire from Bosworth Marina, Carlton Road, Market Bosworth, CV13 6PG subject to the boat being in operating condition.

You must notify the Company as soon as possible if your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to you. There will be no rebate of the Price for late arrival, nor will the Company accept responsibility for any costs which you may incur if you fail to reach Bosworth Marina before the end of the hire period.

Before You take the boat over the Company will give You such instructions, demonstrations and trials as are appropriate and You will then be required to check and sign the inventory sheet of the Boat and the hand-over procedure sheet.

In the event that the boat is not available on the Hire Date due to any circumstance for which the Company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the Company shall immediately refund You with the Deposit and any other payments You have made.

The boat must be returned to Bosworth Marina, Carlton road, Market Bosworth, CV13 6PG and vacated by You by 4:30 pm for a full day hire or 3 pm for a mini day hire on the hire date and it is Your responsibility to allow sufficient time to ensure its timely return. If you have previously requested a late return for your booking and the Company has agreed to this in advance of your departure, and you have paid the extra hire time fee, you may return the boat at the later agreed time.

If you return the Boat late because of actions on Your part or for another reason which is your responsibility then you will be liable to pay £40 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of a subsequent booking.

## **8. INSURANCE AND SECURITY DEPOSIT:**

The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to your paying any applicable policy excess) but You and members of Your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by your acts, omissions or negligence. Without prejudice to the generality of the foregoing this would include items referred to below being special exclusions to the insurance cover and any breach of the by-laws and navigational limits or the instructions and advice of The Canal and River Trust.

The Company's insurance policy does not cover your personal belongings and does not cover the first £500 of any claim.

The security deposit of £200 per day hire is intended to cover part of the Company's policy excess and any uninsured risks or other sums due to the Company under the Hire Agreement. It is not the limit of your potential liability to the Company.

The Company may apply the whole or any part of the security deposit to payment of any claim which the Company may have against you. Otherwise the Company shall promptly refund the security deposit, (by the same method as your booking payment), as soon as the Company is satisfied that no loss, damage or accident has occurred and that no other sums are due to the Company from You.

Special exclusions to the insurance cover for which you are solely responsible:

- Speeding (reported to or witnessed by Canal and River Trust).
- Malicious, negligent or intentional damage to the boat, its equipment, other boats, the waterway structures.
- Damage to the rudder, propeller etc. due to grounding in reverse or cill damage in locks (You are not allowed to navigate through locks at any time; this is a licence restriction for day hire boats).
- Late return of the boat.
- Return of the boat in a very dirty and unacceptable condition.

## **9. SAFETY AND OTHER RULES:**

You agree to comply with the following rules at all times during the Hire Period:

- To ensure that at all times while the boat is being navigated the minimum age of the operator onboard and in charge is 21 years.
- Not to tow or be towed by other boats other than in exceptional circumstances.
- To moor the boat securely using both bow and stern lines (the centre rope is for holding the boat to the side whilst mooring up, it should then be stowed back on the roof).
- Not to navigate after sunset or before sunrise.

- To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users (including anglers and walkers).
- Not to race the boat.
- Not to bring onto the boat any portable heaters, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms or any other items which might create dangers or hazards without the Company's prior written permission.
- Not to use the boat for any commercial purpose.
- Not to allow the boat to be occupied by the persons who were not named in the Booking Confirmation.
- Not to allow more than 12 persons to be on the boat at any time.
- To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft
- To cruise only On the Ashby Canal.
- Not to have or carry any live bait on the boat.
- At all times to observe all by-laws and navigational limits and abide by the instructions and advice of the Canal and River Trust and the Company and their respective officers and employees.

The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions.

If you are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in condition 9 and if the Company has good reason to believe that it will be involved in any expense or penalty as a consequence then at the End of Hire the Company may retain the security deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of 6 months from the Hire Date the Company shall return the Security Deposit to you together with accrued interest. Where the Security Deposit has been provided by debit/credit card the Company shall not be entitled to charge the card with more than the stated amount of the standard security charge and shall be obliged in any event to notify you in writing of the amount of the charge.

## **10. ACCIDENTS:**

You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving you or any other people or any property, you must:

- Obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the Company. If the other boat does not stop then at least take its Index Number and Boat Name if at all possible.
- Notify the Company as soon as practically possible with full details of the accident and any injuries and damage sustained. Proceed in accordance with and follow the Company's reasonable instructions.
- Complete an Accident Claim Form (obtainable from the marina staff)

## **11. LOOKING AFTER THE BOAT:**

You are responsible for and will keep the boat and its equipment and contents in clean and tidy order during the Hire Period.

You must notify and provide full details to the Company of any breakdown, damage, theft or loss involving the boat as soon as practically possible. You must not undertake or commission any repairs, adjustment or service without the Company's prior approval.

Although the boat and its equipment are insured against many risks by the Company, You remain responsible to the Company for any damage or loss arising from your breach of the Agreement, Your deliberate acts or from your negligence.

You will be responsible for getting the boat off mud banks or other grounding and for keeping the Company informed of any incidents of this nature.

## **12. HIRER'S PROPERTY:**

Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles or their contents or for your property on the boat, unless caused by the Company's negligence.

The Company may take such reasonable action as it shall consider necessary to silence car alarms in the Company's car park and to recover the costs from you, unless you deposit the keys with us at the start of the hire, which will remove any risk of unwarranted costs.

The Company will return property which it finds which has been accidentally left on the Boat provided that it is claimed promptly and that you either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the Hire Date may be disposed of by the Company.

## **13. FUEL:**

The boat is handed over ready fuelled. The hire cost is inclusive of the cost of diesel used. You are not permitted to re-fuel the boat during the hire as the fuel tank will have a more than adequate reserve at the start of the hire.

## **14. DOGS:**

Two well behaved dogs are allowed on the boat only with the Company's permission. You shall give notice of any dogs you wish to bring at the time of making the booking at a cost of £20 per dog.

You must provide any pet baskets or blankets and not allow the dogs to sit on benches. Life jackets are provided unless you wish to bring your own. All pets must be properly house trained and must never be left unattended.

Pets and pet damage are not covered under the Company's insurance policy and you will be liable for any additional cleaning damage or loss caused by them.

## **15. INVENTORY:**

You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as possible so as to afford the Company the opportunity to rectify the matter. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

## **16. EXCLUSION AND LIMITATION OF LIABILITY:**

The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond the Company's reasonable control which could not have been mitigated or avoided by the Company including but not limited to:

- Loss of or damage to any person's property (including the Boat)
- Non-fulfilment, interruption or delay to the booking
- Breakdowns, mechanical problems, latent defects, damage to the Boat
- Restrictions on cruising, obstructions, repairs, damage or closure of waterways, non-availability of routes
- Navigational works, storms, floods, droughts, ice, shortage of water or other adverse weather conditions
- Rationing, shortage or non availability of fuel
- Consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision
- The Company's total liability to You and any person claiming through You in respect of all claims which may arise under the Agreement (other than in respect of claims for personal injury or death due to negligence on the part of the Company) shall be limited in aggregate to twice the Total price actually paid by You to the Company in respect of the Agreement in question

## **17. BROCHURE:**

The specifications of the boat, accommodation, facilities and equipment in the brochure are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boat supplied and reserves the right to make modifications. Alterations may occur during rebuilding or refitting, boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If your party includes any infirm or disabled persons you should make relevant enquiries at the time of booking.

## **18. LAW AND JURISDICTION:**

This Agreement shall be governed by the law of England and Wales.

Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Law Courts of England and Wales.

## **19. DISPUTE RESOLUTION:**

If a dispute over the hire arises, the Company will do whatever it can to provide you with a fair and acceptable resolution of the problem. If this does not prove possible, then the British Marine Federation and the Royal Yachting Association recommend that disputes arising under this form of Agreement which cannot be resolved by

negotiation, should, with the written agreement of the Parties, be submitted to mediation or failing that to arbitration under the British Marine Federation's Dispute Resolution Scheme, which is approved by the Royal Yachting Association.

Matters suitable for arbitration shall be submitted to a single Arbitrator in accordance with the British Marine Federation's Dispute Resolution Scheme. The provisions of the Arbitration Act 1996 shall apply.

## **20. THIRD PARTIES:**

Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of third Parties) Act 1999 shall not apply to this Agreement to the maximum extent permitted by law.

## **21. DATA PROTECTION AND PRIVACY STATEMENT FOR DAY BOAT HIRERS:**

Bosworth Marina holds the personal data supplied by you when you complete the hiring booking form. Bosworth Marina uses your personal data for the purposes of administration of your booking. Your personal data is held securely and will never be shared with other parties, unless we are required to do so by law. Financial data may be held for 7 years for accounting purposes.

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