

The KENNET & AVON CANAL TRUST (ENTERPRISE) LTD
TERMS and CONDITIONS for HOLIDAY HIRE of BRUCE BOATS

1. DEFINITIONS

“Company” means The Kennet & Avon Canal Trust (Enterprise) Ltd at Canal Visitor Centre, Couch Lane, Devizes, SN10 1EB

“Hirer” means the designated person or persons named on the Hire Agreement

“Hire Period” means the hire period in the Booking Confirmation.

“Hire Price” means the hire price in the Booking Confirmation.

“in writing” means the item has been printed, typed or written out by hand and sent or displayed by email or other electronic means.

These Terms and Conditions will be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms and Conditions.

2. PAYMENT

A contract of hire will be confirmed following receipt of the Hire Reservation Form and the payment of deposits and eligible fees.

Please note that VAT is payable on the hire charge and will be added to the hire at the current rate. However, if the group includes a disabled person, it may not be necessary to pay VAT. The Company will discuss this with the Hirer at the time of booking and where eligible, the Company will send the Hirer a VAT Declaration to be completed and returned to the Company along with the Hire Reservation Form. If the VAT Declaration is not returned, VAT will be added to the hire charge.

A deposit of £250 will be taken to secure a booking and an invoice will be sent for the balance of the Hire Price. This balance is payable 12 weeks prior to the start of the Hire Period.

The hirer is responsible for the safety of the boat and its contents. The hirer should return the boat in a clean and tidy condition. Should there be any lost items, or damage to the boat or its contents, or if additional cleaning is required once the boat is returned, the Company will send an invoice to the Hirer for the full amount of these costs, or, for items involving an insurance claim, £500 which is the Company's insurance excess. The invoice must be paid within 28 days of receipt.

3. CANCELLATION

A Hirer who decides to cancel a booking must notify the Company in writing. In this event, the Company will endeavour to re-let the Hire Period. If it is possible to re-let the Hire Period, the Company will charge a fee of £50 and refund the remaining balance. If it is not possible to re-let the Hire Period, the Company will charge a fee depending on the date of when the cancellation notice was received and refund the remaining balance based on the following cancellation charges:

- More than 60 days before the start of the Hire Period – the £250 deposit

- From 30 to 60 days before the start of the Hire Period – 50% of the Hire Price
- Less than 30 days before the start of the Hire Period – 100% of the Hire Price

If the cancellation is due to extraordinary circumstances, such as, death, jury service or witness call of a member of the hire party, then upon the timely receipt of such evidence, the Company will charge a fee of £50 and refund the remaining balance.

It is strongly recommended that Hirers take out cancellation insurance for their holiday.

Cancellation by the Company may be necessary for reasons beyond its control, such as, but not limited to, breakdown or damage to the boat, water shortage, canal closure etc. In the event of boat related issues, the Company will endeavour to provide another boat if it is available. If another boat is not available, the Hirer will be refunded pro rata dependent on the number of days cancelled. In the event of water issues restricting travel, the Company will inform the Hirer as soon as it is able to do so. If the Hirer is unable to travel in either direction, the Company will offer the Hirer the option to reschedule or claim against the Hirer's insurance.

Under no circumstances will liability be accepted for any expenses or consequential costs howsoever incurred by the Hirer.

4. QUALIFICATIONS AND TRAINING

It is the responsibility of the Hirer to nominate themselves or any member of their party as a skipper. However, it is a condition of hire that all skippers are sufficiently competent to take out the boat. Evidence of such competence, acceptable to the Company, must be provided at the time of reservation.

Alternatively, the Hirer must successfully complete (at the Hirer's expense) a Training Course provided by the Company, full details of which can be provided, or an acceptable alternative.

If the Hirer is using the boat to provide trips for third party groups and guests, the boat must, at all times, be under the command of a skipper who is competent and qualified to an appropriate standard. This will normally be evidenced by a Certificate in Community Boat Management (CCBM) or an alternative agreed with the Company at the time of reservation.

The Company reserve the right for a Company representative to accompany the Hirer at the start of the hire to assess competence. If the Company representative considers that the Hirer will be a danger to themselves or other canal users, then the Company representative may stop the Hirer taking the boat any further and will then discuss with the Hirer, how or if the hire can proceed.

5. GENERAL

At all times, the Hirer and members of the hire party must act with due consideration for other waterway users and local residents – it is particularly important to travel at the slowest speed (tickover) past moored boats. The skippers and crew must observe local waterway rules and regulations and adhere to good boating behaviour as contained in The Boater's Handbook and the Hirer's Guide, copies of which are provided to the Hirer and kept on-board.

6. RESTRICTIONS

- The maximum number of people sleeping on board must not exceed the number agreed at the time of booking.
- At no time is it permitted for any boat to carry more than 12 people (except for Rotary Club = 12 passengers plus 4 crew).
- Skippers must be 18 or over and be qualified to an appropriate standard as agreed with the Company.
- The boats must not be operated during the hours of darkness or between 8 p.m. at night and 8 a.m. in the morning.
- The boat must only be used on the Kennet & Avon Canal, unless by prior agreement with the Company.
- Electrical equipment or hazardous materials must not be brought on board unless by prior agreement with the Company.
- The Hirer shall not permit the hired boat to be used to tow any other craft, or to be towed.
- No smoking is allowed inside the boat.

7. COLLECTION and RETURN

On the first day of the Hire Period the boat will normally operate from the Wharf at Great Bedwyn and be available from 12 noon. Punctuality is important and unless an alternative arrangement has been made, the Hirer must arrive within half an hour of the stated time for the handover procedure. If the arrival time is likely to be more than half an hour late, the Hirer must ring to advise the likely time of arrival.

The Company will assign a representative to dispatch the Hirer who must be present for the entire handover process and must then sign the handover checklist. The handover will take at least one hour, after which the Hirer may be accompanied by the dispatcher at the start of the journey to assess the Hirer's competence.

On the last day of the Hire Period, the boat must be returned to the Wharf at Great Bedwyn by 9.00 a.m. The boat must be handed back to the Company's representative unless an alternative arrangement has been made. The boat must be vacated in a clean and tidy condition, so the Hirer will usually arrive at the Wharf on the evening before in order to clean and tidy.

At the discretion of the Company, late return may be charged at double the pro-rata daily rate for each day or part day of the delay. The Company also reserves the right to charge the Hirer for any expenses or consequential costs incurred by a late return.

The Company will try to return property that has been accidentally left on-board, provided that it is claimed within two weeks and that the Hirer either arranges for its collection or agrees to pre-pay for any postage and packing. Property not claimed within two months after the end of the Hire Period may be disposed of by the Company.

8. BREAKDOWNS, ACCIDENTS and INSURANCE

The Hirer is responsible for the boat's safe navigation and must take all reasonable care of the boat throughout the Hire Period. The Hirer must report full details of any accident or incident as soon as possible after its occurrence by telephone..

When returning the boat at the end of the Hire Period, the Hirer must inform the Company's representative of any damage or of any items broken, lost or stolen.

If a breakdown occurs, the Hirer should contact the Company. Under no circumstances should the Hirer or any member of the hire party attempt to undertake any repairs whether personally or through a third party. The Hirer shall have no claim on the Company as a result of breakdown or failure of the boat and its equipment or for any delays caused by repairs to the boat.

In the event of an accident or incident, do not admit any liability or blame, but use the appropriate form provided on-board to record the name and licence number of any other boat involved with names, addresses and phone numbers of its Owner/Boat Operator and hirer (if applicable). Immediately report these facts to the Company with full details and the extent of any injuries or damage.

The Company holds marine trade insurance in respect of damage to the boat and injury to third parties (details are available on request). The insurance covers the Hirer and passengers providing they comply with the terms of the hire agreement, these terms and conditions and the policy conditions. It is the responsibility of the Hirer to consider the need for death and personal injury insurance to cover any risk or liability not covered by the insurance held by the Company. The Hirer will indemnify the Company against all costs, damage, expenses, liability and claims, howsoever arising from the neglect, negligence or default of the Hirer or any member of their party. In any event, the Hirer will be responsible for the Company's insurance excess of £500.