**COMET DAY HIRE BOAT Doc Ref CH1 Issue 5**

Terms and Conditions

Your Contract is with ‘Bailey’s Trading Post’ hereinafter referred to as “the company” and made under English law subject to the conditions referred to herein.

**Terms and Conditions**

**Health and Safety / Common Sense**

Full Instruction / tuition will be provided prior to handover of the boat. Should you feel unsure, or require extra time to familiarize yourself with the handling of the boat, you must inform the tutor prior to his departure from the boat. You will be given a safety speech before handover and we request you all pay full attention during this time.

No person or animal is allowed to dangle arms or legs over the side of the boat. Nor are they permitted on the roof or to be stood on the gunwale (side of boat).

**Booking**

A day is booked when we have received your completed and signed booking form and deposit.

**Deposit**

You will be required to pay a security deposit of £50 prior to your period of hire which will be held by the company as security against late return of the boat, damage, loss or breakages to the boat, its equipment and/or to third parties. The hirer must not tamper with or adjust any engine controls unless absolutely specifically instructed to do so by the company.

Providing the Ts&Cs have been abided by the security deposit will be repaid in full. Breach of the Ts&Cs shall result in loss of the deposit. The company reserves the right to deduct any charges arising under \*condition a.

\*Condition a)

You must return the boat and its equipment to the company at the end of the hire period in a clean and tidy condition (as found). If the company deems the boat to have been returned in an unacceptable condition, a surcharge of up to £20 shall be applied for extra cleaning.

Where the boat is **returned late** without reasonable cause, an additional charge of £15 will be automatically applied. The charge will then increment at **£15 for every 20 minutes late. This will be strictly adhered to.**

**Cancellation**

In the event of cancellation by the hirer we will attempt to re-let the boat. If we are successful 50% of the deposit shall be refunded. If the boat is not re-let there will be no refund.

Where the company deems it dangerous to proceed e.g. in high winds, the company retains the right to cancel/postpone at any point. Where this occurs, the company shall offer either a refund or alternative hire date.

**Age Restrictions**

The company will not accept bookings from, or hire the boat to, any person who is, or appears to be, under 20 years of age and proof of age may be required.

People under the age of 20 are not allowed to steer, unless supervised by an experienced and responsible adult.

**Alcohol**

**No intoxicated person is to be in charge of the boat at any time**. Passengers are requested to drink and act responsibly. ANY reports of unsociable behavior shall be taken seriously and may result in the loss of the deposit or part of. Any accident where alcohol has been consumed may result in a charge of negligence being brought against you.

**Refusal For Booking/Handover**

The company reserves the right to refuse to accept a booking or to hand over the boat to any person or group where, in the opinion of the company, is/are not suitable to take charge.

The company reserves the right to repossess the boat & terminate the hire at any time where an accident has occurred or, in the opinion of the company, any member of the group is endangering themselves or other members of the public. In such cases the company will not be liable to make a refund of the hire charges, nor deposit or any portion thereof, and there shall be no other liability on the company whatsoever.

**Max Persons**

The maximum number of people is 6 and is **not** to be exceeded at any time. A number of “lookout” boats are located along the canal. Should it be reported more than 6 people are onboard at any time the company reserves the right to terminate the hire with immediate effect with full loss of deposit.

**Restrictions**

The boat is limited to 3mph and **MUST NOT UNDER ANY CIRCUMSTANCES ENTER A LOCK**

You should not attempt to tow other craft.

**Breakdown**

The boats are serviced and maintained on a regular basis. In the unlikely event of breakdown please notify us as soon as possible to enable repairs to be made with minimum delay. The company will not be liable for any consequential loss or damage you may suffer as a result of such a breakdown

**Delays**

We cannot be held responsible for any delays, or non-fulfillment of programmes, caused by

obstructions or repairs to the Inland Waterways system. We also reserve the right to restrict the

cruising area, without notice, if unusual conditions arise and we can make no financial adjustments

in any of these circumstances.

**Accident**

The hirer is in complete charge of the boat and is responsible for its safe navigation. In the event

of an accident, you must notify us at once with full details and names and addresses of witnesses.

**UNDER NO CIRCUMSTANCES SHOULD ANYONE ADMIT LIABILITY.**

The company will not be liable for any deaths or personal injuries or for the loss or damage of any property including any vehicles left at Nelson’s Pit car park or surrounding area, unless caused through the negligence of the company.

**Repairs**

Repairs are our responsibility and should not be put into the hands of others without authority.

Any breach of these Ts&Cs may result in the Termination of the hire. In such cases the company will not be liable to make a refund of the hire charges, nor deposit or any portion thereof, and there shall be no other liability on the company whatsoever.

**The above is there to protect both you, the public and ourselves from accidents or injury and ensure ALL canal users are happy and safe.**