



Pilling's Lock Day Boats

01509 620990

TERMS AND CONDITIONS updated August 2018

1. BOOKINGS/PAYMENT

- a) Booking is confirmed once Pilling's Lock have received a signed booking form with a deposit of £25. Payments can be made by card through the office at Pillings Lock. The balance of the total price prior to the rental start.

2. CANCELLATION

- A) If the customer has to cancel the booking, it must be done in writing/by email as soon as possible. The company will attempt to re-let the boat. If this is successful, all monies less the deposit will be refunded.

3. HIRE PERIOD

- A) Every endeavour shall be made to ensure that the boat is available and ready for hire at the location, time and date confirmed at time of booking.
- B) In the event that the boat is unavailable because of circumstances beyond the company's control for example damage, mechanical breakdown or late return the company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. Where circumstances make it necessary the company reserves the right to require the boat to start from and/or return to a place other than its normal base.
- C) Before the Hirer takes the boat over the company may give instruction, demonstration and trials as it thinks fit and require the customer to sign a Boat Acceptance and Inventory Form prior to departure.
- D) The customer shall take all reasonable care of the boat and shall return it, together with its equipment and contents, in a clean and tidy condition, no later than the time agreed and confirmed.
- E) Any reports of WILLFUL DAMAGE to our vessels will result in the full £300 damage deposit being retained and charged. Our Vessels are well known by the waterway community and ramming, bumping or reckless steering of the boat will almost certainly be reported directly to our office by witnesses, either by phone or in person.
- F) In the event of delay the hirer will be liable to pay the sum of **£40 an hour or part hour** and to indemnify the company in respect of all other expenses and losses it may sustain by reason of such delay.
- G) **Any breakages or damage should be reported and may be charged for.**
- H) **Return of the boat in a dirty condition. A £100.00 cleaning fee will be charged if the boat is returned in a dirty condition. This includes spill drinks, food and any other debris not in keeping with safe and responsible use of the vessel.**
- I) **ALCOHOL – THE CONSUMPTION OF ALCOHOLIC DRINKS ON BOARD OUR VESSEL IS FOBIDDEN.** Due to recent events and a high profile legal case, PLM have to now forbid the consumption of Alcohol aboard our vessels to promote safe use and less damage risk. Should a vessel be returned in poor condition and any of the crew be seen to be intoxicated the full deposit of £300 will be retained and/or the Police will be called to attend. It is a criminal offence to be drunk in charge of a motor vehicle and this includes canal boats.
- J) **DISRUPTION TO FUTURE BOOKINGS –** If there is any risk that the actions of a Hirer mean that the vessel may not be re-rented the next day, the full deposit will be retained by the company to cover staffing costs and overtime.

4. INSURANCE

- A) The boat, its equipment and inventory are insured against public liability risks. The company's insurance policy does not cover personal accident or the hirer's personal belongings and the hirer is advised to take out their own holiday insurance.
- B) The Company's policy (and the damage waiver payment) excludes damage arising from:
Speeding (reported or witnessed)
- C) Malicious, negligent or intentional damage to the boat, its equipment, the waterways, other boats or structures
- D) Damage to rudder/steering due to cill damage in locks
- A) Damage to propellers from hitting submerged objects or the riverbed.
- B) In the event of any of the above the company shall claim the full cost of repairs, replacement or compensation.
- C) Vehicles may be left at the marina entirely at the owners' risk
- D) Any damage suspected from mis-use of the vessel will result in the full £300 deposit being retained.

5. DELAYS

- A) The owners cannot accept responsibility for delays or restrictions due to stoppages, drought, flood, strikes, fuel shortage or other circumstances beyond their control. Delays can happen at locks at busy times or if lock gates are obstructed and hirers should allow for this in their plans

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6. CONDITIONS OF USE

A) The customer must be a minimum of twenty five years of age and must agree not to permit any person under the age of eighteen years to drive the boat unless closely supervised by a competent person over the age of eighteen.

7. THE CUSTOMER MUST NOT:

- A) Tow another boat or allow the boat to be towed, unless in an emergency
- B) Take excess amounts of alcohol.
- C) **IF THE DRIVER OF THE VESSEL IS DEEMED TO BE UNFIT TO DRIVE THE VESSEL THROUGH DRINK OR DRUGS (AT THE DISCRETION OF THE MANAGEMENT), YOUR DEPOSIT WILL NOT BE REFUNDED.**
- D) Travel during the hours of darkness, thick fog, or on tidal waters (the River Trent becomes tidal shortly after Newark)
- E) Break any speed limits, or travel at speed which creates a breaking wash or inconveniences other waterway users.
- F) Climb onto the roof of the vessel, or allow passengers to do so.
- G) Take any inflammable liquids, barbeques, bicycles, dinghies, canoes, electrical equipment without prior consent
- H) Carry more than the maximum load as specified at the time of booking.
- I) **ALL SAME SEX BOOKINGS ARE NOT ALLOWED. NO ALCOHOL WILL NOT BE PERMITTED ON BOARD ANY OF OUR BOATS. ALL SAME SEX BOOKINGS WILL BE REFUSED ON THE DAY.**

8. THE CUSTOMER AGREES TO:

- A) Comply with rules, regulations and legislation relating to the use of waterways
- B) Comply with boat operating procedures

9. ACCIDENTS/REPAIRS/BREAKDOWN

- A) The hirer is in charge of the boat and is responsible for the safe navigation of the boat.
- B) **In the event of an accident, damage to boat, breakdown or mechanical problem, the customer must inform the company immediately**
- C) **And also:-obtain and record names addresses and registration numbers of other persons/boats involved in an accident**
- D) **Must not take responsibility for the accident or admit liability**
- E) Provide full details of any breakdown or mechanical failure, but must not endeavour to undertake any repairs unless requested to do so. Every effort will be made to rectify any breakdown/ mechanical failure as soon as is practicably possible following notification.
- F) Proceed in accordance with company instructions.
- G) In the event of accident the company may repossess the boat and the contract will terminate without liability to the company.
- H) In the event that the company insurance is prejudiced or invalidated by any failure on behalf of the hirer to comply with the provisions of this condition the hirer shall indemnify the company in respect of all liability claims, loss, damage or expenses incurred.
- I) The hirer is liable for and shall indemnify the company against any claim or charge made by any Waterway authority for damage to waterway property or loss of water.

10. FUEL

A) The boat is handed over with a full tank of fuel and this is included in the cost. The company may make a surcharge if there is an increase in the cost of fuel.

11. PETS

A) Pets are permitted if requested in advance. (Not allowed on Britannia) Any damage caused by pets must be paid for. **The owners reserve the right not to hand over the boat to any hirer whom they do not consider to be a fit person to take charge.**

The company may repossess the boat at any time if in the company's opinion the hirer is unsuitable or not behaving responsibly or if the boat or any persons are at risk. In this event the hirer shall remain responsible and no refund shall be given.

Customer Signature: _____ Name: _____

Date: ___/___/___

Staff Sign: _____