

## CONDITIONS OF HIRE & BOOKING FORM

### BOOKING FORM

**Name:** Mr/Mrs/Ms

**Address:**

**Home phone No:**

**Daytime phone No:**

**Total number in party:**

(Max 8 persons)

Adults:

Children:

**I wish to hire a boat for:**

Day - 9-5:

Morning - 9-1:

Afternoon - 1.30-5.30:

**Date boat required:**

I enclose £            deposit, being 50% of the hire charge and agree to pay the balance together with appropriate cash deposit at the time of hire.

I am over 18 and have read and agree to be bound by the conditions of hire.

**Signed:**

**Dated:**

**Debbies Day Boats Ltd**

Canal Wharf

Coleshill Road

Fazeley

Tamworth

Staffordshire B78 3RY

Telephone: **01827 262 042**

## CONDITIONS OF HIRE

1. The contract does not take effect until we have received and accepted a completed booking form and deposit of 50% of the hire charge from the hirer whose minimum age must be 18 years.
2. We shall not be responsible for the consequence of DELAYS or RESTRICTIONS to cruising arising from obstructions, damage or repairs to the navigation and associated structures, flooding, shortage of water, industrial action, shortage or rationing of fuel or other cause beyond our control and we reserve the right to restrict movement of boats in the event of hazardous conditions.
3. In the event of cancellation by the hirer we will attempt to re-let the boat. If we are successful 80% of the debit will be refunded. If the boat is not re-let then there will be no refund.
4. The boat should be RETURNED at the agreed time in a clean and tidy condition. A charge of £15 per hour or part thereof will be charged for late return unless alternative arrangements are made at the time of departure.
5. UNSUITABLE HIRERS. We reserve the right to decline to accept a booking or refuse to hand over a boat to any person who in our opinion is not suitable to take charge. In such cases any monies received will be refunded in full and the contract will be discharged without further liability to either party. We reserve the right to repossess the boat at any time where an accident or damage has occurred or in our opinion is likely to occur because of the unsuitability of the hirer or where a boat is found to have more passengers aboard than have been specified on the booking form. In such cases we shall not be liable to make a refund of any part of the hire charges.
6. OWN EQUIPMENT. You may not take aboard without our approval, portable heating, lighting or electrical equipment or anything which may cause a danger to the boat, its occupants or equipment.
7. INJURY OR DAMAGE. We are not liable for death, personal injury, or loss or damage to your property (including any motor cars left at our yard) or that of any passenger unless it is caused by our negligence or willful default.
8. BREAKDOWN. The boats are checked before each hiring. Should your craft suffer mechanical breakdown please notify us as quickly as possible so that repairs can be carried out with a minimum delay. We shall not be liable for any consequential loss or damage that you may suffer as a result of such breakdown.
9. ACCIDENTS. You have charge of the boat and are responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the event of any accident involving the boat or any craft or property it is your responsibility to establish the name of any boat involved together with the names and addresses of the owner and/or hirer, and report these facts to us as soon as possible with full details of the accident and damage. No repairs may be put in hand without our consent.
10. A SECURITY DEPOSIT of £20 is payable in cash at the time of hire and provided that the boat and its equipment is returned without loss or damage and the craft has not been involved in any accident, the deposit will be returned in full.
11. The boat is INSURED but you are responsible for loss or damage to the craft, its equipment or any third party up to a maximum of £20.
12. RESTRICTIONS. You should not attempt to tow other craft, cruise after dark or take part in any race. You should navigate with caution at all times observing speed restrictions and relevant bylaws and instructions.