

Guest Name and No. Boat

Departure day Time

HIRE A CANALBOAT LTD. (the Company)

Hirer's Arrival Agreement - Sawley Marina

Tick box
to
Confirm

- 1) We confirm our arrival at Sawley Marina. Our party has a total of _____ people including _____ babies and children under sixteen years of age.
- 2) Any member of our party who appears to be under the influence of alcohol and/or drugs will be barred from boarding any Company narrowboat without compensation of any kind. Furthermore, no member of our party will consume intoxicating beverages during the "Introduction and Training Programme".
- 3) We understand that whilst moored in the marina we are responsible for security and that the marina gates are to be kept closed/locked at all times where applicable.
- 4) We understand and accept that prior to taking out our allocated boat we will receive compulsory tuition, including a film, on boat handling and safety. We appreciate that, for reasons of health & safety should we wish to cruise, a working knowledge of English is essential to ensure that tuition is fully understood and to ensure effective communication with other canal users.
- 5) Only a qualified member of the Company staff or its representative must take out from or bring boats into the marina, where applicable.

GUESTS MUST NOT UNDER ANY CIRCUMSTANCES ATTEMPT TO DO THIS.

Upon our return to the vicinity of the marina, we will contact reception and arrangements will be made to bring us and our allocated boat into the marina, if our arrival is within normal working hours. Boats arriving after this time will be moored up properly at a safe location until a member of staff is available the next day.

We understand and accept that our allocated boat must be returned to and moored safely outside the marina no later than dusk on.....day_____of _____.

Should you need or wish to disembark at any time or day prior to this, please indicate below:

Day & date _____ Approximate time _____

- 6) We will keep the telephone on the allocated boat switched on at all times and properly charged.
- 7) In case of problem, breakdown or emergency, we will use the telephone on board to call reception, the engineer/maintenance or the emergency services. In such a situation, we accept that it is imperative that we accurately indicate our position/whereabouts. We will therefore use the supplied map at all times and obtain our own should we lose the map or cruise beyond the area shown on that map. Boats rely upon numerous factors to enable them to cruise. Whilst every care is taken, the Company cannot be held responsible for the loss of cruising time should a breakdown or other unforeseen circumstance occur such as infrastructure or flooding occur.
- 8) WE UNDERSTAND AND ACCEPT THAT WHEN ON THE WATERWAY, WE SHOULD FOLLOW THE WATERWAYS CODE. WHERE MISDEMEANOURS ARE COMMITTED AND/OR REPORTED, THE COMPANY RESERVES THE RIGHT TO RETURN THE ALLOCATED BOAT TO SAWLEY MARINA. IN SUCH CIRCUMSTANCES, REQUESTS AND APPLICATIONS FOR COMPENSATION WILL NOT BE ENTERTAINED.

- 9) We will follow the daily maintenance schedule as instructed during the tuition period.
- 10) We accept that we will not under any circumstances interfere with any of the mechanical equipment of the boat, particularly that relating to the engine, throttle, ignition panel or electrics and related equipment. The **only** exceptions to this are the daily adjustment of the stern grease gland as directed by a Company representative and the removal of debris from around the stopped propeller in the event should that occur. Therefore, should we through negligence or misadventure damage the boat and/or its fittings, we are liable for the cost of repairs.
- 11) We understand and accept that when leaving the boat whilst moored all doors and hatches will be securely locked and the curtains drawn on the side adjacent to the mooring.
- 12) We understand and accept that we must vacate our allocated boat **no later** than 9.30 am (09.30 hrs) on the day of departure, which isday, _____ of _____, unless previously agreed in writing.
- It is clear that if this is not adhered to the Company reserves the right to charge us at a rate of up to £100.00 per hour or part thereof.
- 13) We understand and accept that our boat will sleep a total number of _____ persons including babies and children and appreciate that for health, safety and insurance reasons we will not allow this number to be exceeded, **under any circumstances**. If it is found that more people are in occupation than the number for which the boat is licensed and insured, then the Company reserves the right to immediately take possession of the boat with no refund and with no right to any compensation together with the option to charge us for the retrieval of the boat up to and equal to the refundable deposit paid.
- 14) We understand and accept that no animals or pets are allowed on any boat, unless previously agreed in writing and paid for at the time of booking. If it is found that unauthorised animal(s) of any description have been taken on board, then the Company reserves the right to immediately take possession of the boat with no refund and no right to compensation. There will also be a minimum fee of £100.00 charged to cover the cost of a special deep clean of the boat to ensure the acceptability of the boat for the future occupants. Under the Disability Discrimination Act 1995 guide dogs, hearing dogs and alert dogs are exempted from this condition.
- 15) We have been issued with both a Welcome Folder and Cruising Guide and will familiarise ourselves with safety procedures including the use of fire extinguishers. The Welcome Folder and Cruising Guide are for use during occupation of the boat and must be returned to the office at check out. Upon receipt of the manual and a satisfactory check out report, the security deposit will be refunded.
- 16) In the event that parking is provided within the marina confines, the Company and/or any related business, the marina owners accept no responsibility for any damage sustained to vehicles whilst entering, driving and parking within or leaving the Marina. Parking is entirely at the risk of the car owner.

We have read the above and fully accept all points, terms, conditions and implications.

Agreed by Lead Guest

Agreed by Hire A Canalboat Ltd

Signed

Signed

Name

Name

Date

Date

FEES AND COSTS FOR HIRER

- 1) i. A refundable security, damage and key deposit of £500.00 has been lodged with the Company. The boat is insured but is subject to an excess and any damage within this limit will be deducted.
- ii. We accept that if we fail to return any of the inventory items, or if they are found to be damaged, we will be charged at the relevant rate, the payment to be deducted from our deposit whether we are present or not.

iii. Example charges are as follows:

Windlass (X2)	£15.00 each	External mat	£15.00 each
B.W.Key	£12.50 each	Internal mat	£15.00 each
Jetty Key	£25.00 each	Radio aerial	£20.00 each
Engine key	£25.00 each	TV aerial	£75.00 each
Boat lock and/or key	£50.00 each	Boat manual	£40.00 each
Mooring pins (X3)	£12.50 each	Film/DVD	£15.00 each
Mallet	£15.00 each	Boat hook	£25.00 each
Lifering/belt	£45.00 each	Boat pole	£35.00 each
Fender	£20.00 each	Laminated map	£25.00 each
Rope	£20.00 each	Telephone	£125.00 each

iv. If any incident has occurred involving this boat, any other boat or any waterway structure the deposit can, at the base Manager's discretion, be withheld whilst further enquiries are made.

We give Hire A Canalboat Ltd authority to deduct any reasonable costs from the deposit.

2) We have been issued with _____ lifejackets and paid a refundable deposit (subject to their safe return in good condition) of £40.00 per item. We have taken lifejackets for use by non-swimmers and all children under 16 years of age.

3) We wish to pay an optional Non-refundable Damage Waiver in the sum of £44.95. This payment frees us from liability for accidental damage to the boat or its fittings or loss of equipment. We understand that it does not cover damage or losses caused by negligence on our part nor the return of the boat in an unclean and/or unreasonable condition. It also does not cover the loss of or damage to the mobile telephone.

4) We accept that should we return the boat in an unclean and/or unreasonable condition, then we are liable for an extra payment in the sum of £50.00.

Telephone No: E-Mail Address:

This information is required in-case we need to contact you after your holiday. Eg. Lost Property

Agreed by Client

Agreed by Hire A Canalboat Ltd

Signed Signed

Name Name

Date Date

LOCAL CRUISING RESTRICTIONS

We accept the following local restrictions on cruising:

In the event that we become stranded on River sections outlined above due to flood conditions or any other occurrence, then we accept that we are liable for a minimum cost of £100 for the recovery of our boat by the Marina

Appendix 1



Narrowboat Name.....

Actual Arrival Date..... Official Departure Date.....

Rainfall, potential flooding and local conditions.

In order to avoid or minimise the effects and impact of potential waterway flooding and other local conditions during your holiday, we have prepared the following notes that we ask, at least, all nominated skippers to read and sign. Please ask if something is not clear. Your health and safety is of paramount importance to us at all times.

If at any point during our stay on the narrow boat(s) we wish to cruise east towards and into Nottingham city centre (i.e. turning right out of Sawley Marina) or subsequently onto the River Soar/Grand Union Canal (Leicester Line) or Erewash Canal, we must seek formal agreement from a member of the Reception staff. We understand that this is because river conditions can deteriorate very rapidly and safety can be compromised. Further, we note that the final permitted turning/winding point in Nottingham is just before Meadow Lane lock. We confirm that will not alight or attempt to moor at any of the islands on the River Trent or the River Soar.

This agreement should either be sought now or at any point during your holiday that you decide to leave the Trent and Mersey Canal, either in person or using the telephone. The Reception number is 0115 - 973 - 4564. A proper record will be kept by the company of any conversation. We will do the same.

Further, subject to any agreement being given, which we accept is at the sole discretion of the Reception Staff, we undertake to contact Reception on a daily basis between 9.30am and 4pm in order to keep abreast of any changing conditions. We further understand that, should permission be given, we may be instructed to return without delay if the weather forecast may threaten a flood situation. Failure to adhere to instructions and the subsequent inability to return the narrow boat to Sawley Marina on time could result in the loss of our security deposit as well as us potentially incurring other costs.

Accepted Dated.....

Nominated Skipper on behalf of all crew on Narrow boat

Accepted..... Dated.....

Security Deposit Card Holder (if different to nominated skipper)





...ADVICE ON THE DEPOSIT & DAMAGE WAIVER

Why have we been asked to lodge a security key and damage deposit?

Your boat is an expensive and high quality item designed for use by families and groups from all over the world and we have a responsibility to protect the product for all of our valued guests to enjoy. We require a deposit to cover any damage or loss, which might occur during your stewardship of the boat.

Is the deposit refundable?

Yes, the full deposit will be refunded, and no money will leave your account, if the boat and its contents are brought back safe, sound and on time.

Why is the deposit so much?

Should you have an accident, involving another boat or structure, collide the boat in a lock, (your instructor will explain how to avoid this) or be damaged by another boat and be unable to report the details, the responsibility for the cost will be yours, just as it would be with a hire car. Any of these incidents could cost hundreds of pounds and it would be unfair to recover this from members through the management fee or from future hirers through increased hire fees.

What kind of incidents can result in a debit?

Mainly damage following a collision, although you can help to avoid that by keeping to a steady and appropriate speed, particularly past moored boats. Your deposit also covers loss or breakage of inventory, broken keys, unnecessary call outs, cilling, theft and misadventure. The deposit will also be debited if you leave the boat in an untidy state or bring it back after the specified time. Should you fail to immediately report details of an incident such as a lock cilling or a collision, you will be held responsible for any cost.

But surely the insurance policy on the boats covers these incidents?

Unfortunately, it does not. In common with other marine operators, our insurance excess has not diminished in the past few years and we regret the necessity to levy a deposit at this level.

Will my own travel insurance cover any loss?

Possibly. You would need to check your policy, but even if it does cover the cost of the incident you will be required to settle the sum first. Your deposit will be retained and held until the full cost of the loss, repair or third party claim is known.

How can I avoid a charge against my deposit?

First and foremost, by taking care, following your instructions and avoiding risks. We understand though, that however careful you might be, accidents and losses occur. We understand also that the deposit is a large sum, as it needs to be, to cover any incident. No one wants to lose such a significant sum from their bank account due to an accident, which may or may not be avoidable. Consequently we offer a *Damage Waiver* to remove the worry.

What is the DAMAGE WAIVER?

The Damage Waiver is an upfront, optional fee of £44.95 payable prior to you taking charge of the boat. This covers your deposit for most eventualities. It is not an insurance policy, nor does it cover negligence, misadventure or irresponsibility, but it will cover you for any reasonable event, for which you would have been otherwise held responsible. The table below shows examples of what is and what is not covered.

Covered by the Waiver	Typical Cost	Not Covered	Typical Cost
Cilling the boat in a lock	£350	Loss of mobile phone	£125
Collision with another boat	£400-£500	Unnecessary call out	At cost
Damage to TV	£150	Leaving the boat dirty or untidy	£50
Loss of windlass, hammer, Piling hooks & mooring spikes	£50	Theft, where security steps have not been followed	At cost
Cut or lost ropes	£60	Returning the boat late	£100 / hour
Broken window	£250	Wilful damage	At cost
TV aerial damaged by branches or ropes	£120	Any incident affected by alcohol or drugs	At cost
Breaking a key in the ignition. Breaking a key in the padlock	£100 £80	Breaking the terms and conditions of occupation.	At cost
Damage by others	At cost	Failing to follow the daily maintenance programme.	At cost

Is the damage waiver refundable?

No

If we buy a waiver, are there any other costs we could be asked to pay?

No, as long as the incident is fair and reasonable (see chart above for details) no cost will be recovered from those taking out the damage waiver.

Can't we just be careful and avoid paying the waiver?

Certainly, and we would hope and expect that everyone would take due care and attention at all times. No one wants for example, to cill a boat, because to do so will inevitably mean losing time out of your holiday whilst the boat is fixed. Nevertheless, to lose a deposit on top



of time could mar a holiday. The purpose of the waiver is peace of mind, should the unexpected occur, which might be down to you however careful you may be, or may be caused by others over whom you have no control.

DW230209RCI

SECURITY, DAMAGE & KEY DEPOSIT of £500.00

METHOD OF PAYMENT

Switch/Maestro Visa Mastercard Cash

Please charge my Credit/Debit Card

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Issue number if applicable:

Start Date if applicable:

mm	yy

Expiry Date:

mm	yy

Security Number:

The last 3 digits of the card registration number found on the signature strip on the reverse of your card.

Card Holder Signature

Name of Cardholder

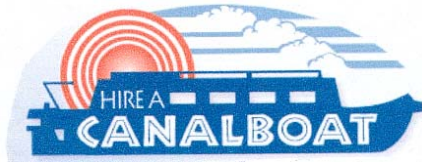
Registered address of cardholder including house number & postcode
.....
.....
.....

CAR REGISTRATION NUMBER.

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26_02_2010

Appendix 3



HIRE A CANALBOAT LIMITED

Agreement for Hirer bringing a Pet Dog/s.

This agreement is valid for Hire A Canalboat Ltd guests only, bringing a pet/s onto a pre-booked narrowboat at Sawley Marina.

Name Narrowboat Name.....

Address

..... Tel

Dog Type(s) or Breed(s) (max of two)

**Tick box
to
Confirm**

1) Definition - We understand and accept that for the purposes of this agreement, 'Pet' means a dog. No other type of animal is permitted under any circumstance.

2) Confirmation and Charge - We confirm that we have notified and pre-booked the accommodation as a nominated pet boat and have advised the marina accordingly. We understand that, as a part of this process, we have been made aware of, and accept that a charge will be made in respect of our pets. This is an occupancy charge which covers the special clean, administrative fee and other sundries. We undertake to pay this sum currently £75.00 (dog one) plus £35.00 (dog two)*, per boat booked before we board and take possession of the boat.

3) Numbers and Size - We understand that the number of pets we are allowed to bring onto the boat is not to exceed two and that certain breeds of dog may be excluded at the company's discretion.

4) Responsibility (Control) - We understand we must keep our pet under control at all times, and to prevent any nuisance, including noise, to other canal users or the general public. We understand that failure to comply with this condition may result in the termination of our holiday, and that no compensation will be made or considered in such circumstances.

5) Responsibility (Cleanliness and Hygiene) - We appreciate that the boat may be used following our usage, by non-pet owners and we undertake to exercise appropriate standards of cleanliness and hygiene, in respect of our pet, whilst on the boat. This will include the cleaning up and disposal of mess, mud or any soilage. We recognise and understand that whilst the boat will be subject to a special clean on our departure, that process is intended to remove allergenic material only and it is not the responsibility of the company to deep clean spillage of any kind. A further charge may be made to members who do not leave the boat in a reasonable condition.

6) Special Clean - We understand that any boats occupied by a pet(s) will be subject to a special clean, the limitations of which are described and accepted by us in the preceding paragraph. We understand that we will pay the cleaning, as part of the charge made for occupancy, described in section 2 & 3.

- 7) Liability in Law - Any claim, from any third party, arising from the actions of a pet or its owner will remain the responsibility of the pet owner. No responsibility is accepted or implied by the company or its agents and/or contractors
- 8) Damage - We accept that any damage caused, either directly or indirectly by our pet, or any another animal action in response to our pet, will be paid for by us and will not be the responsibility of the company, its agents and/or contractors.
- 9) General Agreements - We accept that no pet will be allowed to sleep on the beds, or on bed linen, or on any upholstered surface. We will provide a pet bed, unless the pet normally sleeps on the floor. Equally we will not allow our pets to eat or drink out of or off any plate, cup, bowl or other vessel supplied with the boat, and will provide our own dedicated items for this purpose. Towels supplied with the boats are for human use only and will not be used to clean or dry pets.
- 10) Termination - We understand and accept that if we break, or are reported to have broken any of these rules we are liable to the loss, through termination of our holiday and the forfeit of our security, damage and key deposit. In such circumstances, the boat will be recovered and returned to the marina at our cost and not that of the company and its agents and/or contractors.

We have read the above and fully accept all points, terms, conditions and implications.

Agreed by Responsible Person

Agreed by Hire A Canalboat Ltd

Signed

Signed

Name

Name

Date

Date

* Delete if not applicable.

26_02_2010