

CONDITIONS OF HOLIDAY HIRE

Booking and cancellation policy

Bookings

The booking contract is between you (the hirer) and Portland Basin Boat Hire (the company). The contract does not take effect until we have received and accepted a completed booking form and the booking deposit £100 from the hirer whose minimum age must be 21 years. Payment of the deposit is taken as acceptance of these conditions of hire. Balance of the hire is due no less than 6 weeks before departure.

Identification must be shown with proof of address.

A refundable security deposit of £100 is payable at the time of hire and provided that the boat and its equipment is returned on time, clean and tidy, without loss or damage and the craft has not been involved in any accident; the deposit will be refunded in full.

Cancellations and changes

If for any reason we need to cancel your holiday we will refund all payments made by you towards the boat hire in full and the hirer shall have no further claim against the company.

The company at times may need to make minor changes to the hire arrangements which we reserve the right to do at any time.

A hirer's request to change the date of a holiday will subject to the alternative date being available and will be charged an administration fee of £20.

A hirer who wants to cancel a booking must notify the company immediately by telephone and also in writing. If the cancellation occurs within 6 weeks of the hire date then the deposit and balance of the hire fee will be forfeit and the hirer will have to make a claim using their own cancellation insurance.

Insurance

The company insures the boat and equipment against public liability risks. The policy does not cover personal accident, the hirer's personal belongings or holiday cancellation. **The hirer is strongly advised to make their own insurance and cancellation arrangements.**

Unsuitable Hirers

The company will not accept bookings from hirers under 21 years of age. We reserve the right to decline a booking or refuse to hand over a boat to anyone we consider to be 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.

Single sex parties will be considered after discussion with the company and will be subject to an extra £100 refundable security deposit.

Handover

The hirer must collect their boat between 13:30 and 15:00 on the day of departure. Instructions will be given to the whole hire group on boat handling, safety, use of equipment, maintenance and other rules and essential procedures. The hirer will sign a Vessel Acceptance certificate on behalf of the whole hire group; after which the hirer will be responsible for the boat and its equipment.

The boat must be returned and vacated by 9:30 am on the last day of the hire period. The boat should be returned in a clean and tidy condition. A payment of £30 per hour will be charged for late return unless alternative arrangements have been made at the time of departure. All or part of the security deposit may be forfeited if the boat is returned in an unreasonable or dirty condition.

Accidents

The hirer has charge of the boat and is responsible for its safe navigation. No person under the age of 18 may control the boat without supervision by an experienced adult. In the event of any accident involving the boat or any other craft or property, the hirer must obtain and record the name of any boat involved and the names and addresses of the owner/hirers. **Under no circumstances should the hirer or member of the hire group admit liability to any other person.** The hirer should notify the company immediately by telephone with full details of the accident and damage and proceed in accordance with and follow the company's instructions.

In the event that the company's insurance cover is prejudiced or invalidated by any failure on the part 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 expense incurred.

The hirer is liable for and shall indemnify the company against any claim or charge made by any Waterways Authority for damage to waterway property or loss of water.

We reserve the right to repossess the boat at any time where an accident or damage has occurred or is likely to occur because of the unsuitability of the hirer. Also when a boat is found to have more passengers onboard than specified in the booking form or where the hirer is causing a nuisance to the public. In such circumstances we shall not be liable to make a refund of any part of the hire charge or security deposit paid.

The hirer and at least one crew member must remain sober whilst navigating. Alcohol limits are as defined by the Public Road Traffic Acts.

Restrictions and exemption

You may not take aboard without our approval portable heating, lighting or electrical equipment or anything that may cause danger to the boat its occupants or equipment.

Pets or live bait are not allowed on board without our consent.

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, relevant bye-laws and waterways instructions.

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. We reserve the right to restrict the movement of boats in the event of hazardous conditions.

We are not liable for death, personal injury or loss or damage to your property (including any motor vehicles left at the marina) or that of any passenger unless it is caused by our negligence or wilful default.