

TERMS & CONDITIONS FOR THE HIRE OF NARROWBOAT ROSANNE

1. MEANING OF TERMS

- (a) In these Booking Conditions, the term 'the Trust' shall mean Bromley Youth Trust, including its officers, employees, trustees, servants and agents, whether voluntary or otherwise.
- (b) In these Booking Conditions, the term 'the Hirer' shall normally mean the person signing the Booking Application Form but may also be taken to mean, if the Trust considers it appropriate, the Organisation on whose behalf the Booking Application Form is signed or any member or members of the cruise party.

2. BOOKING APPLICATION AND DEPOSITS

- (a) Provisional bookings may be made by telephone but will not be regarded as final until a Booking Form and Booking Deposit are received and acknowledged by the Trust.
- (b) A further deposit, known as the Damage Deposit, shall be paid by the hirer not less than 42 days before the start of the cruise.
- (c) The Booking Deposit shall be forfeited if the hirer cancels the booking at any time after the booking is confirmed.
- (d) The Booking Deposit and Damage Deposit shall be forfeited under any of the following circumstances:
 - (i) Full payment for the cruise is not received by the Trust at least 28 days before the start of the cruise, and is not refundable (see 4. below).
 - (ii) The booking is cancelled by the Hirer, for whatever reason, less than 42 days before the start of the cruise.
 - (iii) Loss of or damage to the boat or its contents occurs during the cruise due to the negligence of the Hirer.
 - (iv) Charges are incurred by the Trust arising from the negligence of the Hirer, e.g. additional cleaning.
 - (v) The boat is returned to the base later than specified.

In the case of circumstances (iii), (iv) and (v) above, it is entirely at the discretion of the Trust to make a partial refund of the Deposit where appropriate or, where the Deposit is not sufficient to reimburse the Trust adequately, to invoice the Hirer additionally - the acceptance by the Trust of the Deposit does not limit the Hirer's liability to the value of the Deposit.

(e) If, in the opinion of the Trust, there is a possibility that a claim, relating to the period of hire, may be made against the Trust by some third party, the Deposit shall be retained until the claim has been resolved.

(f) If the Deposit is neither forfeited nor retained in the circumstances described above, it shall be returned to the Hirer within 14 days of the end of the cruise provided the hirer sends a cruise report to the Bookings Officer.

(g) The Trust reserves the right to refuse bookings from organisations that it considers unsuitable or that have failed to observe the Booking Conditions on previous cruises.

3. HIRE CHARGES

(a) Hire charges are reviewed from time to time. The current charges may be taken as those included with the booking form, provided the booking form is returned to the Trust within 28 days of its receipt.

(b) Hire charges are based on the assumption that the cruise party consists of 13 persons, including the skipper, and will not be reduced if fewer than 13 persons actually make the trip.

(c) Hire charges include the cost of diesel fuel, gas for cooking and heating, pump-out of toilets at the end of the cruise, use of items in the boat's inventory (including buoyancy aids), attention to breakdowns not due to the negligence of the Hirer, insurance of the boat and its inventory, and insurance for third party liability (but see 3.(d) below).

(d) Hire charges do not include the cost of transport to and from the mooring base, food, other consumable items in excess of that provided at the start of the cruise, pump-out of toilets required during the cruise, attention to breakdowns due to the negligence of the Hirer, loss of or damage to the boat and its contents due to the negligence of the Hirer and not recoverable from the Trust's insurers, insurance of the Hirer's personal effects, and insurance against cancellation of booking.

(e) The Hire Charge must be paid in full by the date shown on the booking form - late payment will result in forfeiture of the deposit (see 2.b. above).

(f) If the Hirer cancels the booking, for whatever reason, less than 28 days before the start of the cruise, the full Hire Charge and the Deposit will be forfeited (see also 2.b. above).

4. CANCELLATION BY BROMLEY YOUTH TRUST

(a) The Trust will do its utmost to ensure that cruise bookings are honoured but reserves the right to cancel the booking in advance for any reason, including (but not limited to) the breakdown of the boat, non-availability of fuel, canal closures or restrictions. In the event of such cancellation, the Hire Charge and Deposit shall be returned in full (unless forfeited already under these Booking Conditions), but the Hirer shall have no further claim upon the Trust arising from cancellation.

(b) If the Trust finds it necessary to cancel the booking for any reason after the cruise has begun, the Hire Charge and Deposit shall be returned pro rata according to the number of days or part days completed, but the Hirer shall have no further claim on the Trust arising from cancellation.

5. THE CRUISE PARTY

(a) The Cruise party shall consist of no more than 13 persons, including the Skipper (see below).

(b) The minimum age for members of the cruise party is 8 years.

(c) Youth groups must be accompanied by a minimum of two adults who will be responsible for the young people.

(d) No youth members of the cruise party may remain on board the boat unless accompanied by at least one adult.

(e) The Skipper shall be either nominated by the Hirer on the Booking Application Form or, in special circumstances, provided by the Trust. Should the Hirer find it necessary to nominate another Skipper after the booking is made, the Trust must be informed of the change in writing before the cruise begins or, if the change becomes necessary during the cruise, immediately.

(f) The Skipper must, before the start of the cruise, have satisfactorily completed a Familiarisation trip run by the Trust or have satisfied the Trust in some other way that he or she is competent.

(g) The Skipper shall at all times be responsible for the safe navigation and use of the boat. In order that the Skipper can exercise this responsibility effectively, another Group Leader must take responsibility for any youth members of the cruise party when the boat is in motion.

(h) If the Skipper is provided by the Trust the Hirer must provide meals for him or her.

- (i) When the Skipper is provided by the Trust, he or she has the right to restrict cruising or to cancel the booking at any time during the cruise if, in his or her opinion, the Booking Conditions are not being observed. If such cancellation occurs, Booking Condition 4.b. applies.
- (j) Orderly behaviour and due consideration to other canal users will be expected at all times. Reports of bad behaviour or lack of consideration may result in the banning of the Hirer from future use of the boat.

6. LIABILITY

- (a) The Trust is not liable to the Hirer for the death of or personal injury to the Hirer or for damage or loss to the Hirer's property (including motor vehicles parked at the boat's base), unless such death, injury, damage or loss can be shown to have arisen directly as a result of the negligence of the Trust.