



DAY BOAT HIRE TERMS AND CONDITIONS

PLEASE READ THESE BOAT HIRE CONDITIONS CAREFULLY. THEY FORM PART OF THE HIRE AGREEMENT (THE "AGREEMENT") AND DESCRIBE THE RIGHTS AND DUTIES OF BOTH YOU AND THE COMPANY.

1. Definitions

1.1 In these Inland Boat Hire Conditions and the Agreement the following words have the following meanings:-

"Agreement" means the Hire Agreement between You and the Company which is evidenced by Your booking request and the Booking Confirmation and is made on the basis of these Conditions.

"Booking Confirmation" means the written confirmation issued to You by the Company confirming the hire period, price, place of delivery and other key particulars of the booking and will be confirmed to you via our website

"Company" means Worsley Day Boats Limited, The Old Boatyard Worsley Manchester M28 2WN

Telephone: 07823 825050 Email: enquiries@worsleydayboats.co.uk

"Conditions" means these Inland Boat Hire Conditions.

"Deposit" means the deposit taken on the hire date at the Handover Procedure.

"End Date" means the end date in the Booking Confirmation.

"Hire Period" means the hire period in the Booking Confirmation.

"Price" means the price in the Booking Confirmation.

"Security Deposit" means the security deposit taken on the hire date at the Handover Procedure.

"Start Date" means the start date in the Booking Confirmation.

"Written" means that the item has been printed, typed, written out by hand or sent or displayed by email or other electronic means.

"You" and "Your" means the person or persons named in the Booking Confirmation, or anyone added at a later date. If there is more than one of You, each of You shall be individually responsible for complying with the Agreement.

2. Agreement to Hire

2.1 When You make a booking You are making an offer to hire a boat on these Boat Hire Conditions. If the Company accepts Your booking, it will issue the Booking Confirmation to You directly via our website. The Agreement will not be considered an effective contract until the Company has received Your completed booking form and payment via our website and sent You a Booking. Bookings will only be accepted via the Company website.

2.2 You, as party leader, are responsible for ensuring the accuracy of the personal details and any other information supplied in respect of You and Your party.

2.3 When You receive the Booking Confirmation, please check the details carefully and inform the Company immediately if anything is incorrect.

2.4 Nothing in these Boat Hire Conditions affects Your statutory rights.

3. Prices and Payment

3.1 The Company's advertised prices are in pounds sterling (£) and include Value Added Tax (VAT) and, where applicable, Insurance Premium Tax (IPT). If the rates of VAT, IPT or any other government tax are changed so that a different rate applies to Your hire under these Boat Hire Conditions any difference will be charged, or refunded to You, as the case may be.

3.2 The Company reserves the right to correct errors in advertised or quoted prices before or at the time of booking and will confirm the correct Price in an email to you of any revised Booking confirmation.

3.3 At the time of The Booking our website sets out the total Price payable by You to the Company.

3.4 You, as the party leader, are responsible for making all payments due to the Company under the Agreement. Payment is deemed to have been made by You when cleared funds are received in the Company's designated bank account.

3.5 You will need to pay the full hire price to the Company at the time of the booking request by credit or debit card. We only accept payment in pounds sterling.

3.6 The Security Deposit of £175 is payable BY CARD on the day of hire and will be taken as part of the Handover procedure. Please ensure you have a card available to pay the deposit on the date otherwise your booking will be cancelled, and no refund given. The deposit is fully refundable (and will be returned within seven days) subject to any deductions made for any damage caused to the Boat.

4. Your Party

4.1 Personal agreement and obligations: this Agreement is a personal one between You and the Company, and Your identity and the identity of members of Your party are a material factor in the Company's decision to enter into this Agreement. You must be at least eighteen (18) years of age at the time of booking and possess the legal capacity to make the booking. There must be at least 2 adults over the age of 18 in every party. You must be authorised by all other members of Your party to enter into this Agreement and accept the Boat Hire Conditions on their behalf. The full names, ages and permanent addresses of all members of Your party must be provided to the Company at the time of booking. All changes in Your party (the addition, substitution or removal of any member of the party) which take place at any time after the Booking Confirmation has been issued (including during the Hire Period) must be communicated in writing and approved by the Company (such approval is subject to these Boat Hire Conditions, but otherwise not to be unreasonably withheld). You are responsible for making all members of Your party aware of the terms of the Agreement. No boat may normally carry more persons than advertised by us. It is forbidden for unauthorised or undeclared visitors to board or stay on your boat.

4.2 School parties, youth groups, hen or stag parties, business purposes: the Company's general policy is that it will not enter into this Agreement for school parties, youth groups, hen or stag parties or for any commercial purpose without more information about the members of the party and the purpose and nature of the hire occasion. If the Company later becomes aware that Your party actually falls within this policy but that You have not

disclosed it to the Company then the Company may terminate Your booking. In this event the Deposit and any other part of the Price which You have paid will be retained by the Company.

Hen and stag parties will not be permitted at all unless a crew member is paid to accompany the Booking.

4.3 Medical Issues: if You or any member of Your party has any medical problem or disability and/or reduced mobility that may affect Your booking, it is Your responsibility to notify the Company when making the booking giving full details in writing as early as possible before travel. If such disability and/or reduced mobility becomes apparent after the booking, You must notify us no later than 48 hours prior to the Start Date. Subject to the foregoing, although the Company has no expertise in this subject matter, the Company will try and advise you as to the suitability of the boat you have chosen to hire and possible alternatives. The Company will try and advise you as to the suitability of the hire boat but You acknowledge that certain space restrictions and practical safety considerations apply on board boats which may prevent a person with a disability or reduced mobility from accessing the boat and/or complying with all safety requirements. Where You have made a booking and You or a member of Your party subsequently becomes disabled or otherwise a person with reduced mobility the Company may not always be able to accommodate their needs. If in the Company's reasonable opinion, it is unable to properly accommodate the needs of the person(s) concerned or You do not accept such alternative arrangements as the Company may offer, the Company may, without liability, treat this as a request to terminate Your booking. The Company may require the person(s) concerned to produce a medical certificate certifying that they are fit to participate in the hire of the boat. The Company shall not be liable for any loss or damage caused as a result of a disability and/or reduced mobility, save where such loss or damage is caused by the negligence of the Company and results in death or personal injury.

4.4 The use of alcohol and controlled drugs; Company's right of immediate cancellation: the boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the Company may cancel Your booking and refuse to hand the boat over to You or repossess it if You or any member of Your party is or appears to be under the influence of alcohol or drugs. In such a case the Company shall be entitled to recover any

loss, damage and expense from the monies already paid by You and if this is insufficient to cover its loss it shall be entitled to bring a claim against You for the balance of such claim.

4.5 Company's right to decline handover for safety reasons: the Company may cancel Your booking and refuse to hand the boat over to You if, in its reasonable opinion, You are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (and provided that You have fully complied with Your obligations under this Agreement) the Company will refund the Deposit and any other monies which You have paid to the Company and this Agreement shall be discharged without further liability on either party.

4.6 Unreasonable Behaviour: the Company can refuse to hand over the boat if the unreasonable behaviour of anyone in Your party is likely to cause offence to members of staff or to waterway users, or if the Company has reasonable cause to believe You or any member of Your party will cause damage or loss to the boat, its services or facilities. If this happens, this Agreement between You and the Company will end and You will not receive any refund and the Company will not have any further responsibility to You. The Company can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in Your party (including anyone invited onto the boat or property by You) is likely to spoil the enjoyment, comfort or health of other guests, residents, waterway users or members of staff or where You or any member of Your party (or anyone invited on to the boat by you) has broken or is likely to break any of the Agreement, these Boat Hire Conditions, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about. If this happens, You will have to leave the boat immediately and no refund will be given. You may also be responsible for any costs the Company incurs as a result of Your behaviour.

5. Cancellation Policy

5.1 This Agreement is a legally binding contract and may only be cancelled in accordance with these Day Boat Hire Conditions.

5.2 If You want to cancel Your booking You must give the Company written notice (the "Cancellation Notice"). The date of receipt of the Cancellation Notice shall be the effective cancellation date but in order to increase the prospects of re-letting the boat, You should pre-advise the Company of the impending cancellation by telephone.

5.3 In the event of Your cancellation of the Agreement, any insurances and credit card charges are non-refundable whatever the date of cancellation.

5.4 If the Company re-lets the Day Boat(s) to a new customer for the Hire Period, the Company will return the full payment which You have paid in respect of the Day Boat hire.

5.5 If the Company is unable to re-let the Day Boat(s) You wish to cancel, the Company will return your payment after deducting an administration fee of £50 per boat cancelled

5.6 The company suggests that hirers take out Cancellation Protection or other similar protection to cover any losses in the unfortunate event that they are unable to take their holiday.

6. Changes Requested by You

6.1 This Agreement is a legally binding contract and bookings may only be changed with the agreement of both parties and in accordance with these Day Boat Hire Conditions.

6.2 If You wish to change Your booking, the Company will try to accommodate the changes subject to availability, provided that notification is received in writing from You. The Company reserves the right to charge an administration fee of £25 in addition to any increase in the cost of the booking due to such changes. No refund will be given where any agreed changes would otherwise have resulted in a lower Price for Your booking.

7. Cancellation By the Company

7.1 The Company may at any time cancel this Agreement with immediate effect by Written notice in the following circumstances

7.1.1 for any of the reasons described in this Agreement;

7.1.2 for breach of any of the rules set out under Condition 10.1;

7.1.3 if there is a Force Majeure Event which for whatever reason prevents the Company from performing the Agreement.

7.1.4 in the event of an accident affecting the safety or navigability of the boat;

7.1.5 for non-payment of any sum due under the booking and/or this Agreement.

7.2 Where the Company terminates the Agreement in accordance with Conditions 7.1.1 to

7.1.5 inclusive, the Company shall, save where otherwise agreed in writing with You, refund the Deposit and all other amounts paid by you and shall have no further liability thereafter.

The Company is entitled to recover from You any loss which it suffers as a result of cancellation under any of the provisions of Condition 4 or for breach of Condition 10.1 and it

may retain all or part of any payments which You have made as security for such claims. Subject to this, if the Company is able to relet the boat for the Hire Period it will give credit for the net sums received as a result of such re-letting and shall prepare and submit to You an account of its claim and of any payment which may be due to You or to the Company within seven (7) days of the End Date.

7.3 Company's right to repossess during the hire: the Company may refuse to hand the boat over to You and/or repossess the boat at any time after commencement of the hire period if in the reasonable opinion of the Company:

7.3.1 You fail to pay any amount due under the Agreement;

7.3.2 You or any member of Your party cause damage or loss to the boat, its services, or facilities; or

7.3.3 the Company considers that You are, without the Company's prior written approval, using or intend to use the boat for parties, school or youth group, or commercial purpose;

7.3.4 the Company considers that You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs;

7.3.5 you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property;

7.3.6 the Company considers that Your behaviour or the behaviour of anyone in Your party is likely to harm the environment or otherwise spoil the enjoyment and use of the waterways or otherwise harm the comfort or health of or cause offence to other guests, members of staff or waterway users;

7.3.7 You or any member of Your party (or anyone invited on to the boat by You) has breached or is likely to breach the rules set out under Condition 10.1 or any of Your obligations under the Agreement, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about.

7.4 In the event of termination in accordance with this Condition 7.3, You shall comply with the Company's request to make the boat safe and secure and thereafter leave it immediately. The Company shall be entitled to retain all amounts paid by you and You will remain liable to pay all other amounts due under the Agreement. Further, in the event that such amounts are insufficient to cover the Company's losses arising out of such terminations, the Company shall be entitled to claim from You any loss or damage which it suffers.

8. Hire Period, Collection and Return of the Boat

8.1 Subject to condition 8.7 and save as to otherwise notify you in writing, the Day Boat will normally be available in accordance with your booking confirmation between 8.30am and 10.00am on the Start Date from Worsley Day Boats or as otherwise shown in the Booking Confirmation. Please adhere to the time stated.

8.2 You must notify the Company as soon as possible if Your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to You. There will be no rebate of the Price for late arrival nor will the Company accept responsibility for any overnight costs which You may incur if You fail to reach the boat during normal working hours.

8.3 Before You take the boat over the Company will give You such instructions, demonstrations, and trials as are appropriate and You will then be required to check and sign the inventory of the Boat and the hand over sheet and pay the deposit on a card.

8.4 In the event that the boat is not available on the Start Date due to any circumstance for which the Company is not responsible (for example any Force Majeure Event, adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the Company may substitute the boat with a boat of similar accommodation but if no such boat is available the Company may terminate the agreement and shall refund You with the payments You have made.

8.5 The boat must be returned to the location specified by the Company or as otherwise shown on the Booking Confirmation or notified under Condition 8.7 and vacated by You by the time stated on your booking confirmation (between 3.30pm and 5pm) on the Date of hire and it is Your responsibility to allow sufficient time to ensure timely return.

8.6 If You return the boat late or to the wrong place because of poor planning on Your part or for another reason which is Your responsibility then You will be liable to pay £50 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of a subsequent booking.

8.7 The Company reserves the right to change the places of handover and return for operational reasons. In such event the Company shall be obliged to give You Written notice of the change in sufficient time to allow any necessary replanning of Your itinerary and to

organise any transport which is reasonably necessary for You and Your party as a result of such change.

9. Insurance and Security Deposit

9.1 The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to Your paying any applicable policy excess) but You and members of Your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by Your acts, omissions or negligence.

9.2 The Company's insurance policy does not cover personal accidents or Your personal belongings and does not cover the first £500 of any claim. The insurance cover excludes damage arising from speeding (travelling over 4mph), Negligent, Malicious or Intentional damage to the boat, its Inventory, Third Party Property, the Canal or River or its Structures, Damage to the Rudder, Skeg or Transmission due to Cill Damage in a Lock, Return of the Boat Late or in an Unclean Condition. The Hirer will indemnify the Company and the Boat Owner against all costs, damage, expenses, liability and claims whatsoever arising from the negligence, neglect or default of the Hirer. Hirers and their crews are strongly advised to take out their own personal insurance cover.

9.3 The Security Deposit is intended to cover the Company's policy excess and any uninsured risks or other sums due to the Company under the Agreement. The Security Deposit is not the limit of Your potential liability to the Company.

9.4 The Company may apply the whole or any part of the Security Deposit to payment of any claim which the Company may have against You. Otherwise the Company shall promptly refund the Security Deposit by the original payment method as soon as the Company is satisfied that no loss, damage or accident has occurred and that no other sums are due to the Company from You. This will be within seven days of the date of your hire.

10 Safety and other Rules

10.1 You agree to comply with the following rules at all times during the Hire Period:-

10.1.1 To ensure that at all times while the boat is being navigated the minimum age of the operator onboard and in charge is eighteen (18) years.

10.1.2 Not to tow or be towed other than in exceptional circumstances.

10.1.3 To moor the boat securely.

10.1.4 Not to navigate after sunset or before sunrise.

10.1.5 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.

10.1.6 Not to race the boat.

10.1.7 Not to bring onto the boat any pets, dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms or any other items which might create dangers or hazards without the Company's prior Written permission.

10.1.8 Not to use the boat for any commercial purpose.

10.1.9 To allow the boat to be occupied only by the persons named in the Booking Confirmation.

10.1.10 Not to allow to be on the boat at any time more persons than weigh over 600 kilos or a maximum number of (8) persons totalling 600 kilos.

10.1.11 To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

10.1.12 Not to take the boat on to sea or tidal waters. To cruise only on canals and rivers approved by the Company. No locks can be navigated on day hire boats.

10.1.13 Not to have or carry any live bait on the boat.

10.1.14 At all times to observe and abide by all regulations, bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities and the Company and their respective officers and employees.

10.2 The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions

10.3 If You are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in Condition 10.1 and if the Company has good reason to believe that it will be involved in any expense or penalty as a consequence, then, at the End Date, the Company may retain the Security Deposit against prospective future liabilities. If no action has been taken after a maximum period of six (6) months from the End Date the Company shall return the Security Deposit to You. Where the Security Deposit has been provided by credit card, the Company shall not be entitled to charge the card with more than the Security

Deposit and shall be obliged in any event to notify You in writing of the amount and date of any such charge.

11 Accidents

11.1 You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving You or any other people or any property You must:-

11.1.1 obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the Company (when available);

11.1.2 notify the Company as soon as practically possible with full details of the accident and any damage sustained; and

11.1.3 proceed in accordance with and follow the Company's reasonable instructions.

12 Looking after the Boat

12.1 You are responsible for and will keep the boat and its equipment and contents in clean and tidy order during the Hire Period.

12.2 You must notify and provide full details to the Company of any breakdown, damage, theft or loss involving the boat as soon as practically possible. You must not undertake or commission any repairs, adjustment or service without the Company's prior approval.

12.3 Although the boat and its equipment are insured against many risks by the Company, You remain responsible to the Company for any damage or loss arising from Your breach of the Agreement, Your deliberate acts or from Your negligence.

12.4 You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear and for keeping the Company informed of any incidents of this nature.

13 Rights of Entry

13.1 The Company reserves the right at any time to board the boat to inspect it (including but not limited to where You have complained about the boat). If this happens, the Company will try to give You reasonable notice first. You agree to allow the Company or their representative(s) or contractor(s) immediate access to the boat at any time.

14 Hirer's Property

14.1 Two Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles or their contents or for Your property on the boat unless caused by the Company's negligence.

14.2 The Company may take such reasonable action as it shall consider necessary to silence car alarms in the Company's car park and to recover the costs from You. This is inclusive of any requirements and obligations under the Noise and Statutory Nuisance Act 1993 and/or under the Clean Neighbourhoods and Environment Act 2005 and/or any other relevant legislation.

14.3 The Company will return property which it finds which has been accidentally left on the boat provided that it is claimed promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within one month from the End Date may be disposed of by the Company.

15 Fuel

15.1 The boat is handed over ready fuelled and the Price includes the cost of fuel consumed.

15.2 Refuelling may only take place at the Company premises.

16 Pets

16.1 Pets are not allowed on the boat.

17 Inventory

17.1 You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify the matter. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

18 Exclusion and Limitation of Liability

18.1 The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond the Company's reasonable control which could not have been mitigated or avoided by the Company including but not limited to:

18.1.1 loss of or damage to any person's property (including the boat);

18.1.2 non-fulfilment, interruption or delay to the booking;

18.1.3 breakdowns, mechanical problems, latent defects, damage to the boat;

18.1.4 restrictions on cruising, obstructions, repairs, damage or closure of waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climactic conditions;

18.1.5 rationing, shortage or non availability of fuel;

18.1.6 consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.

18.2 The Company's total liability to You and any person claiming through You in respect of all claims which may arise under this Agreement (other than in respect of claims which cannot be excluded or limited at law, such as claims for death or personal injury) shall be limited in aggregate to the Price actually paid by You to the Company in respect of the Agreement in question.

18.3 Nothing in these Conditions affects Your statutory rights. In the event of a conflict between the Agreement and any consumer protection legislation conferred upon you, such consumer protection legislation shall prevail. In the event of a conflict between these Conditions and the Booking Confirmation, the Booking Confirmation shall prevail.

19 Website

19.1 The specifications of boats, their accommodation, facilities, and equipment as set out on the Company website are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boats supplied and reserves the right to make modifications. In particular alterations may occur during rebuilding or refitting, boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If Your party includes any infirm or disabled persons You should make relevant enquiries at the time of booking.

20 Special Requests

20.1 If You have any special requests, You must let the Company know when You make the booking and confirm Your special requests in writing. The Company cannot guarantee that any request will be met.

21 Complaints

21.1 You must contact the Company immediately if any problem arises so that it can be resolved as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless You let the Company know promptly. If, after this, You feel that the problem has not been sorted to your satisfaction, You must, within thirty (30) days of returning from Your trip, provide the Company with a written complaint. The Company has a procedure to make sure it can sort out complaints as quickly as possible. Please help the Company to help You by following this procedure. If You fail to do so, this

may affect Your entitlement to claim compensation if this would be appropriate. Should Your Complaint remain unresolved after following the procedure under this Clause 21, you may raise the complaint with British Marine (“BM”), who operate a procedure for complaints received regarding current BM members. Please contact BM for further information.

22 Third Parties

22.1 A person who is not a party to this Agreement, shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23 Data Protection

23.1 To process Your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. For more detailed information about how we use personal information, please see the Company’s Privacy Policy.

24 Law and Jurisdiction

24.1 This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.

24.2 Subject to Clause 25 below, You and the Company irrevocably agree that any and every dispute (and any non-contractual obligations) arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

25 Dispute Resolution

25.1 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under BM’s Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or on BM’s member website.

VISIT US

TEL: 07823 825050

EMAIL: ENQUIRIES@WORSLEYDAYBOATS.CO.UK

ADDRESS:

**WORSLEY DAY BOATS
THE OLD BOATYARD
WORSLEY
MANCHESTER
M28 2WN**