

Lazy Dayz Boat Hire

Terms & Conditions of Hire

Please read the conditions carefully. They are part of the agreement and contain legal obligations and liabilities for the Hirer.

1. Definitions.

In this agreement:

- “The company” means Troman-Green Properties Ltd.
- “The hirer” means the person or persons named in the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under the agreement.
- “The Conditions” means the conditions set out in this form.
- “The price” means the price for the booking set out in the booking confirmation.
- “The start date” means the date when the booking starts as set out in the booking confirmation.
- “The end date” means the date when the booking ends as set out in the booking confirmation.

2. Booking Agreements

A booking is a legal agreement. There will be an agreement on completion of a booking form by the Hirer and written confirmation from the Company.

Telephone bookings do not create a legal agreement and any offer by the Company to hold a reservation is not legally binding until the above procedure has been completed.

The agreement includes these conditions, which the client accepts having read and agreed them.

The entire contract between the Hirer and the Company is contained within these terms and conditions.

3. Group bookings, Age Limits and unsuitable Hirers.

No hiring’s will be made to persons under 21years of age.

The company may at its discretion cancel any booking made in contravention of this condition before or after the start date. In this event any money paid will be forfeit and any balance payment will remain due unless the Company is able to re-let. The hirer will remain liable for 15% of the price to cover administration expenses.

The company at its discretion may cancel a booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of age, ill health, disability, inexperience, suspected influence of alcohol, drugs or any other reason. In this event the contract will be discharged and any monies paid refunded without any further liability on either party.

The company may repossess the boat at any time if in the Companies opinion the Hirer is unsuitable for the above reasons or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the hirer shall remain responsible and no refund shall be given.

4. Cancellations and charges.

The agreement, including payment terms, is a legally binding contract and may not be cancelled or amended except as provided in the terms and conditions.

A Hirer who wishes to cancel or amend a booking should notify the Company immediately by telephone and at the same time in writing.

The company will aim to re-let the boat but if this is not possible due to lack of or late notification the hirer will forfeit the deposit and remain responsible for the balance of payment or part thereof when due.

It is a condition that the hirer protects himself against cancellation liability. In the event of any claim being disallowed for whatever reason the Hirer remains liable for the full hire charges.

It is therefore the Hirer's responsibility to take out his/her own holiday / cancellation insurance. (Available from most high street travel Agents)

5.Hire period.

The hire period will normally be between 2-30pm on the start date and the boat must be returned by 10am at the latest on the finish date on the booking form.

The hirer must inform the company of any likely delay as soon as possible.

Before the hirer takes the boat over the company may give instruction, demonstration and trials as it thinks fit and require the hirer to check and sign for the contents of the hand over inventory.

In the event that the boat is unavailable because of circumstances beyond the company's control for example, damage, mechanical breakdown or late return, the company shall refund any payments made but shall not be otherwise liable and the contract shall be discharged.

The boat must be returned to the base and vacated by the hirer by 10am at the latest on the end date, the hirer is responsible to allow enough time to ensure a prompt return. In the event of delay the hirer shall be liable to pay the sum of £20 per hour or part hour of the delay and to indemnify the company in respect of all other expenses and losses it may sustain by reason of such delay.

This condition is strictly adhered to in the interest of subsequent hirers of the boat because the company may not have time to fit out and deliver the boat to the subsequent hirers.

6. Prices and payment.

The booking deposit must be sent with the booking application. The deposit is 25% of the total. The deposit must be paid by personal cheque made out to Troman-Green properties Ltd and accompanied by a copy of the hirers driving license or passport as proof of identity. This is a requirement of our insurance policy.

The balance of the payment is due 42 days prior to the hire start date. If the booking is less than 42 days to the hire start date then the full payment is required along with the booking form.

7. Insurance and security deposit.

The company insures the boat and equipment and against public liability risks. The policy does not cover personal accident or the Hirers personal belongings and the Hirer is advised to take out their own holiday insurance arrangements. The Company's policy excludes damage arising from speeding, sill damage, rudder or stern gear, TV, aerials, chimneys, malicious or intentional damage, other vessels and their equipment, the waterway, late return of boat and return of the boat in a unclean condition. The Hirer will indemnify the Company from and against all costs, damage, expenses, liability and claims howsoever arising from negligence, neglect or default of the Hirer to the extent that they are not covered by the company's policy.

The Hirer will pay a £40 non refundable damage excess waiver at the same time as the final payment of the booking price.

8.Safety and Other Rules.

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property. Not to tow other craft or allow the boat to be towed excepting only professional assistance in the event of breakdown or emergency. Not to cruise after sunset or before sunrise. The boat is equipped for daytime use only. To observe all speed limits, not to race and not to cruise at a speed, which creates a breaking, wash or disturbs or inconveniences other waterway users. Not to take or have on the boat any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances (other than electric razors), inflammable liquids or substances, gas cylinders, car batteries, firearms or any other items which may create dangers or hazards without the Company's prior written permission. Not to sub let or assign the rental period or use for other business purposes. To give way to laden or unladen cargo boats, sailing craft, rowing boats and other person propelled craft.

Not to take the boat to sea or tidal waters including tidal sections of any river. To cruise only on British Waterway approved canals and rivers. Not to have or carry live bait on the boat. At all times to observe all byelaws, navigational

limits or instructions and advice of British Waterways and other navigational authority officials. The company reserve the right to restrict cruising areas or routes in the light of prevailing areas.

9. Accidents.

The hirer is in charge of the boat and is responsible for the safe navigation of the boat. In the event of any accident or damage to the boat, other craft or the waterway, the hirer must:

- Obtain and record the name of any other boat and names and addresses of all persons involved including the other boat owners and hirers. Notify the company by telephone immediately with full details of the accident and a description of any damage incurred.
- **Not in any circumstances admit or allow any other persons on the boat to admit to liability to any other person.**
- Not to carry out or have carried out repairs without the consent of the company.

Proceed in accordance with the company instructions. In event of accident the company may repossess the boat and the contract will terminate without liability to the company.

In the event that the company insurance is prejudiced or invalidated by any failure on behalf 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 expenses incurred. The hirer is liable for and shall indemnify the company against any claim or charge made by any Waterway Authority for damage to waterway property or loss of water.

10. Maintenance repairs damage and breakdown.

The hirer is responsible for and will keep and maintain the boat and its equipment and contents and shall return the same at the end of the hire term in accordance with the company instructions and in a good clean tidy order and condition. The hirer shall notify the company immediately by telephone in the event of breakdown, damage, theft or loss and shall provide full details and comply with the company instructions. The hirer must not undertake or have undertaken any repairs, adjustment or service without the company's consent. While the boat and the contents are insured the hirer will primarily indemnify the company in respect of any damage or loss arising from any failure of the hirer to comply with the conditions or from carelessness or negligence. The hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers. The hirer shall notify the company if any of these operations cannot be carried out without risk of accident or damage and shall comply with the company instructions. Otherwise the hirer shall be liable for any loss or damage incurred.

11. Hirer's property.

Vehicles may be left entirely at the owners risk in the marina. The company will be under no liability for any loss or damage to the vehicles or contents of the hirers or other person's property on the boat or elsewhere. Hirers are advised not to leave valuables in the car.

12. Fuel.

The boat is handed over ready fuelled and the price includes the cost of fuel consumed. The company may make a surcharge if there is a material increase in the cost of fuel.

13. Pets.

Pets may be permitted by special request. This would be limited to one dog per booking at no additional cost. Hirers must provide all dog bedding and bowls etc and animals are strictly not allowed on the furniture or bedding. All pets must be house trained. The companies insurance policy does not cover damage caused by pets and this would be fully recoverable from the bond.

14. Complaints.

The hirer must check the boat and its contents and equipment on arrival at the boat yard and notify the company of any shortfalls before the boat leaves the yard. The hirer must sign the hand over form upon taking the boat over; subsequently the hirer is then responsible for any loss or damage and will be liable to indemnify the company.

15. Exemption.

The company shall not be liable for any matters arising from any cause beyond the company's reasonable control or not due to the companies negligence or wilful default including death or personal injury of hirers their crew and passengers, loss of damage to property, non fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions on cruising, obstructions, repairs or damage to waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non availability of fuel or in respect of any consequential loss, damage, expense, injury or claim.

Hirers are strongly advised to arrange there own personal holiday insurance cover. (Available from any High Street Travel Agent)

16. Brochure/Guide.

The specifications of the boat, the accommodation, facilities and equipment are intended as a general guide and the Company shall not be liable in the event of any differences and reserves the right to make modifications.

Layout plans are for guidance only and are not to scale and the boat may have steps, which are not shown. If the hirer's party includes any infirm persons the hirer should make relevant enquiries at the time of booking.

17. Security Deposit.

A security bond of £250 pounds upon safe return of the boat in clean condition with no breakages will be refunded on return.

18. Disputes.

Any dispute, difference or question, which may at any time arise out of the booking contract, may be referred at the Companies sole discretion to a single arbiter to be agreed between the parties or failing agreement to be nominated upon the application of either party by the president of the Nottingham Law Society. The decision of such arbiter (acting as an expert and not as an arbiter) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

19. Jurisdiction.

The contract between the Company and the hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceeding against the hirer from the courts in any other country.

20. Waiver.

No indulgence, forbearance or delay by the Company or delay permitted by the company shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

I the undersigned, have read, understood and agree to be bound by the terms of this contract.

Signed _____ Dated _____

please print out, sign and send with your booking form and deposit