

Terms and Conditions of Hire

1 Information on the web site and leaflets

Every effort is made to ensure that the description of the craft and its facilities are accurate but the Project cannot accept liability for any inaccuracies that may exist. The craft may be viewed by appointment before booking.

2 Booking

A booking has been made when a third of the total hire fee has been paid and a hire invoice issued. The balance of the hire fee and the security deposit must reach the Project three weeks before the craft is taken over.

3 Security Deposit

Hirers shall pay in addition to the hire fee a security deposit in one of two ways:

- a) An all inclusive fully refundable security deposit or
- b) A lower refundable security deposit together with a non-returnable insurance excess waiver fee. (see 5 & 6 below and the Hire Charges leaflet or section of the web site)

The security deposit will be refunded by cheque two weeks after the hire period provided the craft and fittings are undamaged, the inventory is complete and the craft has not been involved in an accident.

4 Cancellation

Should the hirer wish to cancel the booking they must immediately notify the Project and return the hire invoice. If the craft is subsequently re-let for that period the Project will return the hire fee less a re-letting charge of 15% of the hire charge. If the craft is not re-let the hirer is responsible for the prompt payment of the full hire charge. (Hire charge excludes security deposit and insurance fee). On cancellation by the Project all fees will be returned. The hirer shall have no further claim on the Project.

5 Insurance

Insurance of the craft (except the first £250 of each and every claim) and Third Party liability up to a limit of £1,000,000 is included in the hire fee.

The hirer takes full responsibility for the care and navigation of the craft. Negligence by the hirer is not covered by insurance. Losses and expenses not recoverable by insurance are the responsibility of the hirer.

The hirer or hiring organisation or members of the hiring party can have no claim of liability against the Dacorum Narrow Boat Project or its agents.

6 Liability to Waterways Authorities

The hirer shall be responsible for any charges made by Water Authorities in respect of loss of water or other damage to Waterways property arising through his or her negligence.

7 Party Leader & Steerer

At least two members of the party must be competent to navigate the canal safely. Any other members of the party may only steer the craft under direct supervision. Both the Party Leader and Second Steerer shall satisfy the Project as to their competence to properly supervise a party. The Project reserves the right to refuse to hand over the craft to any person who in their opinion is not suitable to take charge, in which case all fees will be refunded.

Two adults in charge of the hiring party shall supervise the party at all times. One adult in charge must be at the steering position at all times when the craft is underway, the engine is running or the craft is not moored.

8 Hire of craft with a Project Steerer

The Project Steerer is responsible for the navigation of the craft with the assistance of the party when required to operate locks or similar activities. The Steerer cannot be held responsible for any injury to hirers, or for any loss or damage to their property during the period of hire.

9 Life Jackets

Life jackets are available to hiring parties if required at no extra charge but sizes and quantities should be given in advance on the booking form. Loss of or damage to jackets will be charged to the security deposit.

10 Taking over the craft

The hirer shall sign and agree with the Project member seeing out the craft the condition and presence of all items on the inventory and shall from then on assume full responsibility for the craft and contents.

Loss of or damage to items will be charged against the security deposit at the value stated on the inventory.

11 Information and Safety Manual

Hirers must read the Information and Safety Manual before commencing any cruise.

12 Cruising

The hire charge includes a permit to cruise waterways controlled by BWB, an additional permit is required to cruise on rivers. The Project can not be held responsible for delays due to breakdown or repairs to bridges or locks etc. flood, drought or any other cause beyond the control of the Project

13 Navigation

The vessel must not be driven at a speed of more than 4 mph or at a speed which creates a breaking wash on the bank. The craft shall not be navigated after sunset or before dawn. Towing is not allowed.

14 Lifebelts

While underway four lifebelts must be located on the roof of the craft, two at the stern forward of the steerer and two at the front of the cabin roof. This is an insurance requirement and must be observed.

15 Pump out of waste tanks

Tanks will be empty on hand-over of the craft to the hirer and will be emptied by the Project on its return. The cost of pumping out the tanks during the period of hire is the responsibility of the hirer.

16 Accidents

In the event of an accident or a potentially serious near miss the hirer must complete an Accident Report form with:

- * The name and registration number of any other craft involved together with the name of the owner or hirer and the name of the hire company
- * The names and addresses of any witnesses.
- * A description of the incident together with details of damage to the craft, other vessels or BWB Property.
- * No member of the party should admit liability at this stage.

The Project member seeing in the craft must be made aware of any damage caused and given the report form.

17 Breakdown

A breakdown should be reported to the Project in the first instance and efforts will be made to rectify the problem. The hirer shall have no claim upon the Project as a result of any breakdown or failure of the craft or its engine or equipment. Where such a breakdown is caused by the negligence of the hirer in failing to carry out instructions given by the Project, the Project shall have the right to claim upon the hirer in respect of expenses involved in rectifying the matter.

18 Alcohol

Alcohol is not permitted onboard the craft at any time, and party leaders should not become intoxicated whilst in charge of the craft or in charge of the party.

19 Electrical equipment

No electrical equipment may be connected to the boats electrical system other than a leader's mobile phone charger.

20 Live bait

Live bait must not be used or stored on the boat.

21 Return of the craft

The hirer is responsible for the return of the craft in a clean and tidy condition at the agreed time. The hirer is responsible for allowing sufficient margin of time for contingencies. Late return of the craft will incur an hourly waiting charge.

22 Vehicles left at Nash Mills Recreation Centre

Vehicles may be left at the Nash Mills Recreation Centre at the owner's risk, but access to the Centre cannot be guaranteed at times other than those at handover and handback of the boat.