



## DAY BOAT HIRE TERMS

### 1. INTERPRETATION

In these terms

“BCBH” means Brandon Creek Boat Hire

“You” and “Your” means the person or persons named in the Booking Confirmation as participants, or anyone added at a later date. 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 agreeing to hire the boat on these Boat Hire Conditions.
- 2.2. When You receive the Booking Confirmation, please check the details carefully and inform BCBH immediately if anything is incorrect.

### 3. Payments & Security Deposit

- 3.1. You will need to pay the hire fee in full at the time of the booking request by PayPal, credit or debit card.
- 3.2. In addition to the cost of hire a CASH deposit will need to be paid on the day, which will be refunded subject to the return of the boat to BCBH on time, in good & clean condition, and when we are satisfied that there is no loss, damage or breakages and in the absence of any third-group claims. In the event of a claim against You or any member of your group BCBH may apply the whole or any part of the Security Deposit. The Security Deposit can be used against any member of the group regardless of which individual group member(s) paid the deposit .
- 3.3. Our standard cash deposit is £250. We reserve the right to request a higher cash deposit from certain group compositions on the day of hire.
- 3.4. If You are requested to pay a higher deposit as per section 3.3 and You refuse then Your hire will be terminated. Hire fees already paid will not be refunded.

### 4. Your Group

- 4.1. **Bookings are not permitted and refunds shall not be given for HEN OR STAG GROUPS, SINGLE SEX GROUPS, BOOZE CRUISES or SIMILAR.**
- 4.2. Your group must consist of at least 2 people who are twenty-five (25) years of age or above at the time of booking. You must provide Your full name and permanent address and full names and ages of anyone else in Your group. All changes to Your group must be communicated in writing. You are responsible for making all members of Your group aware of the terms of the Agreement.
- 4.3. Prior approval is required from BCBH before making a booking for SCHOOL PARTIES, YOUTH GROUPS & BUSINESS PURPOSES or should You wish to hire both boats on the same day. We reserve the right to request an increased deposit.

### 5. Cancellation or Changes to Your booking by You

- 5.1. If You want to change the date of Your booking You must give BCBH written notice. The date of receipt of the Change Notice shall be the effective change date. BCBH will try to accommodate the changes subject to availability. BCBH will allow changes, depending on the date on which the Change Notice is received:
  - 5.1.1. 8 days or more: Changes subject to availability
  - 5.1.2. 7 days or less: No changes allowed. No refunds.
- 5.2. If the date of Your booking You change to is, at the time of amendment, cheaper than what You have paid for on Your original booking, no refund will be given.
- 5.3. If the date of Your booking You change to is, at the time of amendment, more expensive than what You have paid for on Your original booking, You will be required to pay the difference.
- 5.4. Changes to the date of Your booking must be within the calendar year of Your original booking.
- 5.5. There are no refunds for cancelled bookings or missed hire.

### 6. Cancellation, Changes or Refusal of Hire by Brandon Creek Boat Hire

- 6.1. BCBH may cancel this Agreement anytime prior to hire including on the day of hire in the following circumstances:
  - 6.1.1. Adverse weather or navigation conditions, damage, mechanical breakdown or in the event of an accident affecting the safety or navigability of the boat. Hire fees already paid will be refunded or subject to availability You can choose an alternative hire date. Refer to section 13 which details the limit of liability for any cancellation.
  - 6.1.2. Rain alone is an insufficient reason for BCBH to give a refund or change the date of hire.
- 6.2. BCBH may refuse the handover of any vessel on the day of hire with no refund of Your booking payment in the following circumstances:
  - 6.2.1. Any member of the group that appears to be under the influence of alcohol or drugs or if You or Your group are not behaving responsibly or You are unsuitable to take charge of the boat for any reason.
  - 6.2.2. We feel it is Your intention to use the boat for a BOOZE CRUISE.
  - 6.2.3. Your refusal to pay a larger security deposit if requested.



6.2.4. You and Your group arrive by taxi, are dropped off or walk. See 6.2.2.

6.3. BCBH may terminate Your hire and repossess the boat with no refunds of booking payment in the following circumstances:

6.3.1. You are not complying with our terms of hire.

6.3.2. Any reason affecting the safety of any person or loss or damage to property including if You or any member of Your group, or anyone invited onto the boat by You, is or appears to be under the influence of alcohol or drugs or if You are not behaving responsibly or You are unsuitable to take charge of the boat for any reason.

## 7. Hire Period, Collection and Return of the Boat

7.1. The boat will be available from the specified time on the day You have booked for hire from Brandon Creek Boat Hire, Little Ouse Farm, Brandon Creek, Downham Market, Norfolk, PE38 0PR. There will be no rebate for late arrival nor will BCBH accept responsibility for any costs which You may incur if You fail to reach the boat during the hire period.

7.2. All of Your group must arrive at Reception, be issued with buoyancy aids and board the boat at the hire start time. During the hire period no changes are permitted to the number of people on the vessel or composition by either allowing onboard additional people (even if they were on the booking form) or swapping group members.

7.3. You will be required to check the boats condition/damage and inventory prior to Your group boarding.

7.4. Before You take the boat over BCBH will give You instructions, demonstrations and trials as are appropriate and You will then be required to check & sign the hand over sheet. 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. You will also be responsible for the cost of excessive cleaning of the boat at the end of the Hire Period.

7.5. The boat must be returned to the location specified by BCBH and vacated by You by the specified time on the day of Your hire. It is Your responsibility to allow sufficient time to ensure timely return. 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 BCBH may incur as a result of the delay.

## 8. Safety and other Rules

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

8.1.1. You will keep the boat and its equipment and contents in clean and tidy order during the Hire Period.

8.1.2. To ensure that at all times while the boat is being navigated the minimum age of the responsible person in charge/captain onboard is twenty-five (25) years. This person must remain within the legal alcohol limit during this time.

8.1.3. The alcohol consumption by the members of Your group needs to be an acceptable amount where it does not impede their ability to adhere to our terms and conduct themselves in a safe and orderly manner.

8.1.4. The boat is not to transit any locks.

8.1.5. No Smoking whilst aboard.

8.1.6. No Pushchairs/Prams or excessive baggage to be taken aboard. This may obstruct safe access to & from vessel.

8.1.7. Not to tow or be towed other than in exceptional circumstances and with the permission of BCBH.

8.1.8. To moor the boat securely.

8.1.9. None of the group are to climb onto the roof or walk along the side of the vessel whether moored or underway. This includes the front deck on the river cruiser Daisy.

8.1.10. None of the group are permitted to be on the bathing platform of river cruiser Daisy whilst underway.

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

8.1.12. Not to use the boat for any commercial purpose.

8.1.13. No Fishing or Fishing equipment to be taken aboard or stored on the roof.

8.1.14. No wet clothes/gear to be taken inside the vessel.

8.1.15. The boat is to only be occupied by the persons named on the Booking Confirmation. See also section 7.2.

8.1.16. Not to allow to be on the boat at any time more than our advertised boat capacity. See also section 7.2.

8.1.17. To cruise only on rivers approved by BCBH and not tidal waters.

8.1.18. 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 officers.

8.1.19. If You are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in Condition 9.1 and if BCBH has good reason to believe that it will be involved in any expense or penalty as a consequence, then, at the End Date, BCBH may retain the Security Deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of six (6) months from the End Date BCBH shall return the Security Deposit to You.

## 9. Accidents, Breakdowns or Damage

9.1. In the event of any accident or damage involving You or any other people or any property You must:-

9.1.1. obtain and record the name of any other boats and the names and addresses of any other people involved;



- 9.1.2. notify BCBH as soon as practically possible with full details of the accident and any damage sustained; and
- 9.1.3. proceed in accordance with and follow BCBH instructions.

9.2. In the event of any breakdown, damage, theft or loss involving the boat You must;

- 9.2.1. notify and provide full details to BCBH of as soon as practically possible.
- 9.2.2. You must not undertake or commission any repairs, adjustment or service without BCBH prior approval.

9.3. You remain responsible to BCBH for any damage or loss whether accidental or arising from Your breach of the Agreement, Your deliberate acts or from Your negligence. Loss or Damage caused is chargeable.

#### **10. Insurance**

- 10.1. BCBH insures the boat and its equipment against physical loss and damage and against public liability risks.
- 10.2. BCBH insurance policy does not cover personal accidents or Your Personal belongings You and Your group are advised to check the level or Your own personal insurance.
- 10.3. The Security Deposit is intended to cover BCBH policy excess and any uninsured risks or other sums due to BCBH under the Agreement. The Security Deposit is not the limit of Your potential liability to BCBH.

#### **11. Hirer's Property**

- 11.1. BCBH will be under no liability for any loss or damage to vehicles left in BCBH car park or their contents or for Your property on the boat.

#### **12. Pets**

- 12.1. No Pets or any animals are allowed on any boat.

#### **13. Exclusion and Limitation of Liability**

- 13.1. BCBH shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond BCBH reasonable control which could not have been mitigated or avoided by BCBH including but not limited to:
  - 13.1.1. loss of or damage to any person's property (including the boat);  
non-fulfilment, interruption or delay to the booking;  
breakdowns, mechanical problems, latent defects, damage to the boat;
  - 13.1.2. Navigation restrictions on cruising for whatever reason;
  - 13.1.3. consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.
- 13.2. BCBH total liability to You and any person claiming through You in respect of all claims which may arise under this Agreement shall be limited to the Price actually paid by You to BCBH in respect of the Agreement in question.
- 13.3. No liability to the Hirer (You) is accepted by BCBH for injury to or death of the Hirer during the course of the hire or during embarkation or disembarkation. Hirers use the pontoons, quays and other landings on the river entirely at their own risk.