

HILLINGDON NARROWBOATS ASSOCIATION

TERMS AND CONDITIONS OF HIRE

These terms and conditions set out the entire agreement between Hillingdon Narrowboats Association (hereinafter known as 'HNA') and the Hirer as specified on the Booking Form. No officer or employee of the Association is entitled to verbally amend these conditions: any amendment must be in writing, and signed by either the Chair or Project Manager of HNA and the Hirer.

DEFINITIONS

HNA	Hillingdon Narrowboats Association, based at The Boathouse, Summerhouse Lane, Harefield UB9 6HX.
HNA Qualified Skipper	A person who has passed an HNA steerers course or has a current CCBM and has done an HNA acquaintance course.
Hire Group	All those persons using HNA boat(s) during the period of the hire.

1. RESERVATION OF HIRE

This contract of hire comes into effect only after: HNA's booking Form has been signed by the Hirer and returned to HNA, the deposit has been received, HNA has confirmed the booking and issued a booking reference.

2. PAYMENT

The balance of hire money becomes due four weeks prior to commencement of the hire period. It is the responsibility of the Hirer to ensure that such balance is paid, failing which the contract of hire is determined as cancelled and all money paid is forfeited

- a. No hire will commence unless all monies owed to HNA by the Hirer have been fully paid
- b. If the Hirer cancels within 28 days of the commencement of the hire then the full hire fee is payable to HNA unless HNA is able to re-let the boat(s) to another hirer
- c. The full balance of the hire fee is to be paid to HNA at least 28 days prior to the commencement of the hire
- d. If the full balance of the hire fee has not been paid to HNA 28 days prior to the commencement of the hire then HNA shall be entitled to cancel this agreement to enable HNA to re-let the boat(s) to an alternative hirer.

3. BOAT USAGE

- a. The safe navigation of each boat shall be the responsibility of and controlled by an HNA Qualified Skipper. An HNA Qualified Skipper may only be responsible for and control one boat at a time.
- b. The Boat must not be navigated at night without the express permission of the Project Manager or The Chair of HNA.
- c. The Hire Group must not tow any other craft without HNA's permission.

4. HANDOVER

The handover of the boat(s) will take place at the time and date stated on the Booking Form. HNA has the right to refuse to handover the boat(s) if, in the opinion of HNA's representative performing the handover, the Hire Group will pose an unacceptable safety risk to themselves or to others.

HNA further reserves the right to terminate the hire at any time should it become apparent that the Hire Group is not using the boat(s) in an acceptable manner or in breach of these terms and conditions.

5. ACCOMMODATION

Accommodation is limited to a maximum of 12 passengers. At no time is it permitted for the boat, when cruising, to carry more than 12 passengers. Pets are only permitted with the consent of the Project Manager or HNA's Chair.

6. GENERALLY

- a. The Hire Group must behave at all times with due consideration for other waterway users and local residents. Local waterway rules and regulations must be observed at all times.
- b. The boat(s) must be operated by the Hire Group in accordance with the Boat Operator's Manual.
- c. The Boat(s) must be kept in a clean and sanitary condition. Rubbish must be stored in the bins provided and disposed of at C&RT refuse disposal locations and at the end of the Hire.
- d. The toilet waste tanks will be empty at handover and should not need additional pump-outs for hire periods of less than 7 days. If the hirer chooses to have a pump out then they must pay for it at the time. HNA will refund a maximum of one additional pump out per holding tank, per seven-day period of hire.

- e. Fresh potable water will be provided at commencement of hire, but it is the responsibility of the hirer to refill these with fresh and potable water as and when needed from canal-side water points.
- f. Smoking is not permitted at any time on the boat. The use of any item or device with a naked flame is not permitted with the exception of the permanently installed appliances.
- g. Cutlery, crockery and cooking utensils will be provided but not bedding, pillows or towels. We reserve the right to seek reimbursement from the Hirer for the cost of replacing any breakages.
- h. The Hirer must make their own enquiries of any planned canal works or closures that might affect their proposed route

7. HANDBACK

- a. The Hirer must return the boat(s) on the date and time stated on the Booking Form. HNA must be informed as soon as possible of any delay in the return of the boat(s) that is expected to exceed 2 hours. HNA reserves the right to charge for late returns of the boat(s) in excess of 4 hours where the delays were avoidable.
- b. Boats must be returned in a clean and tidy condition, with crockery, cutlery and cooking utensils wash, dried and returned to their places; all rubbish disposed of. HNA reserve the right to charge an additional fee for professional cleaning services to return the boat to a re-hireable condition.

8. INSURANCE

- a. The Hirer is responsible for the boat(s) during the time between handover and handback. The hirer must report to HNA as soon as reasonably possible full details of any incident that might result in a claim for compensation to be made against HNA or its insurers.
- b. We reserve the right to charge the Hirer for any repair or other costs howsoever arising from the actions or inaction of the Hire Group.
- c. It is the responsibility of the hirer to take out insurance to cover any risk or liability not covered by the policies of insurance held by HNA.

9. CANCELLATION

- a. In the event of cancellation by the Hirer the following monies will be refunded:
 - i. Cancellation more than 28 days before the commencement of the hire: Refund of monies paid in excess of the deposit
 - ii. Cancellation 28 days or less before the commencement of the hire: No refund of any monies.
- b. Cancellation by HNA may be necessary for reasons beyond our control (Force Majeure). In such cases all hire monies paid will be refunded but no liability will be accepted for any expenses or consequential damages incurred by the Hire Group.

10. CURTAILMENT

The Hirer must make their own enquiries of any planned canal works or closures that might affect their proposed route.

11. DATA PROTECTION

We will hold your booking information for 5 years for use in statistics and marketing and legal use. If you wish to be removed from our Data base please inform the Booking Secretary or Project Manager.

The handling and collection of any personal customer data is processed with local law and is not sold to third parties.