



## Terms and Conditions of Hire (Self Drive Hire) – Please read carefully.

### 1. Definitions

In this document “the Business” means Severn Expeditions, “the Hirer” means the person named on the booking form, “the Owner of the business” means Mr Timothy J Maslen.

### 2. Booking Agreement

- 2.1. A booking is a legally binding contract.
- 2.2. The contract includes the conditions set out in this document which the Hirer accepts having read and agreed to them by signing the waiver form.
- 2.3. These conditions can only be varied with the permission of the owner of the Business.
- 2.4. Reservations and bookings can be made by telephone, email or other written methods or in person. A booking is only fully confirmed upon completion and return of a booking form and payment of a deposit. The deposit amount will be 50% of the total cost of the hire and will be advised to the Hirer by the business at the time of enquiry.
- 2.5. Upon receipt of the booking form and payment of deposit a written confirmation will be sent by the Business, except where bookings are made on the day of hire.
- 2.6. In accepting a booking, the Business’s responsibility does not extend beyond the provision of the boat i.e. there is no guarantee that the stretch of river advertised (from Upton upon Severn to Tewkesbury and from Upton upon Severn to Worcester) will be available for navigation during the period of hire.
- 2.7. Where more than one boat is booked on the same booking each boat shall be hired as a separate contract.

### 3. Prices and Payment

- 3.1. Prices are in pounds sterling. Payments should be made in pounds sterling.
- 3.2. Payment is not declared as made until cash or cleared funds have been received by the Business.
- 3.3. Deposit payments should be sent on return of the booking form and can be made via PayPal, bank transfer, by cheque or cash in person.
- 3.4. The balance can be paid beforehand by bank transfer, PayPal, cheque, or on the day of hire by cash.  
*(Note: Please do not send cash in the post. If paying by cheque please allow enough time for cheque to clear).*

### 4. Age Limits and Unsuitable Hirers

- 4.1. The Hirer must be aged 18 years or over. Photo proof of identification must be shown with proof of address, on the day of hire if requested by the Business. Acceptable identification documents are a valid UK driving licence, a valid Passport, a Citizen Card (PASS), a HM Forces ID Card, a UK Firearms Licence, an EU Photo Identity Card. Acceptable proof of address document are a Utility Bill, a Bank/Building Society Statement (no online/bank branch print-offs), a Credit Card Statement, a Council Tax Bill/Council Rent Book, State Pension Book, Pay Slips (where employer’s and employee’s addresses are stated)
- 4.2. Although there is no age limit for driving the boat, the Hirer warrants that whenever the boat is driven by a person aged under 18 years old they will always be under the close supervision of a competent adult.
- 4.3. The Business reserves the right to cancel a booking or refuse hire on the day to any Hirer it considers not suitable to take charge on the grounds of age, inexperience, suspected influence of alcohol or drugs or any reason that may adversely affect the safety of any person, or commercial interests of the Business. In this event the Hirer will forfeit their deposit.
- 4.4. The Business may repossess the boat at any time if in the opinion of the Business the Hirer is unsuitable for the reasons given above 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 liable to pay the full hire price and no refund shall be due.

## **5. Cancellations and Changes**

- 5.1.** Should the Hirer wish to cancel or amend the booking they must advise the Business immediately.
- 5.2.** In the event of a cancellation the deposit will be not be refunded.
  - 5.2.1.** The Business reserves the right to waive this clause in exceptional circumstances.
- 5.3.** Bad water and weather conditions are outside of the control of the Business. In the case of the river flooding there is no guarantee that the stretch of river advertised (i.e. from Upton upon Severn to Tewkesbury and from Upton upon Severn to Worcester will be available for navigation during the period of hire.
  - 5.3.1.** In the case of flood risk the Business operates on a traffic light system: Green = no flood risk and boats can go out. Amber = only skippered/guided trips can proceed as self drive boats lack enough power in the engine. Red = no hire boats can go out. In Amber or Red conditions the Hirer may reschedule their booking or request a full refund.
- 5.4.** If a booking has been cancelled and needs to be re-scheduled, the revised date must be booked and the trip taken within one year of when the deposit was originally made and cleared to the business. After this period the deposit will be lost and the booking agreement cancelled.

## **6. Hire Period, Collection and Return of Boat**

- 6.1.** The hire period is as agreed in the booking confirmation.
- 6.2.** The Business will aim to have the boat ready for the Hirer at the time indicated in the booking confirmation.
- 6.3.** Earlier start times may be negotiated at the time of booking, subject to availability.
- 6.4.** The Hirer must notify the Business of any likely delay in arrival as soon as possible by telephone.
- 6.5.** Before the Hirer departs with the boat the Business will give a tutorial and demonstration. The Hirer must check the boat and its contents and will be required to sign the 'Boat Acceptance and Waiver Form' before departure to confirm that all contents are present and that he/she has understood the tutorial and demonstration. Thereafter the Hirer is completely responsible for the boat, its equipment and operation until handed back at the end of the hire.
- 6.6.** In the unlikely event of any alleged deficiencies or shortcomings discovered after the boat has left the Marina, the Hirer must notify the Business immediately in order to give the Business the opportunity to take any necessary action.
- 6.7.** The Business shall not be liable in respect of any matter which is not notified immediately, and in any event shall not be liable in respect of any matter which is notified after the end of the hire period.
- 6.8.** In the event that the boat is not available because of circumstances beyond the Business's control the Business will try and substitute a similar boat.
  - 6.8.1.** If no boat is available the Business shall refund any deposit or other payments made, unless the Hirer wishes to reschedule the booking.
  - 6.8.2.** In the event the contract is cancelled in these circumstances, the Business's liability will be strictly limited to the payments made by the Hirer.
- 6.9.** The Hirer is responsible for the boat's safe navigation and return to the Business's hire base.
- 6.10.** The boat must be returned in a tidy condition at the end of the agreed hire period.
- 6.11.** Hirers should ensure that the cruising/fishing schedule allows time for unforeseen incidents.
  - 6.11.1.** Breach of this condition and if unreasonably late the Hirer may incur an additional charge of up to £30 per hour.
  - 6.11.2.** In the event such breach by the Hirer causes the boat to not be available for the next hirer, the Hirer will be liable for any losses suffered/extra costs incurred by the Business.
  - 6.11.3.** Where the Business has to recover a boat and return it to the base, the Hirer shall be liable for all the costs involved, except where not as a result of the action or failure to act of the Hirer and/or the Hirer's passengers.

## **7. Late Arrival**

If a Hirer arrives unreasonably later than the start time stated in the booking confirmation, and where there may not be a member of staff available to carry out the tutorial and demonstration, the booking will be cancelled. In the event of such cancellation, any deposit paid will not be refunded.

## 8. Insurance

- 8.1. The Business insures the boat and its equipment against public liability risks.
- 8.2. The Business's insurance does not cover personal accidents, including any accidents caused from fishing or fishing equipment or tackle or, loss or damage to personal effects, including any fishing equipment or tackle therefore Hirers and other persons on the boat are advised to take out their own personal insurance cover.
- 8.3. **The Business will require a £50 cash damage deposit prior to the Hirers departure** – this is for insurance purposes in case of loss/accident/damage to the boat or any items on the boat belonging to the Business, or if there is damage to any other boats or property during the time of hire or on late return of the boat as mentioned above in condition 6.
  - 8.3.1. The Business will only refund the £50 damage deposit upon the safe and timely return of the boat and all contents in the boat belonging to the Business without being involved in an accident or any loss or damage to its contents and equipment.
  - 8.3.2. If there is any loss/accident/damage to the boat or any items belonging to the Business, or if there is damage to any other boats or property during the time of hire to the boat the Hirer will be required to fill in and sign a "Boat Damage Form" with appropriate details of the accident and/or loss and/or damage.
  - 8.3.3. The Business reserves the right to request additional monies towards any accident/loss/damage to the boat or any of its contents if the total amount of the accident/damage/loss is greater than that of the £50 damage deposit given at the beginning of the hire.

## 9. Safety

The following should be complied with at all times for the health and safety of other persons, the wildlife, and for safeguarding the boat and other property.

- 9.1. Passengers must wear a buoyancy aid or life-jacket when on the water!
- 9.2. Passengers must not jump or swim in the river, it has very strong under currents!
- 9.3. Passengers must be seated with arms/hands in boat when moving.
- 9.4. Passengers are advised to wear suitable clothing and footwear and check the weather forecast beforehand to ensure full preparation. Passengers should remember to take plenty of drinking water, sun cream and other appropriate sun or rain gear.
- 9.5. Passengers must take care when stepping into or out of the boat as they can be unstable.
- 9.6. The Hirer must be able to take control of the boat and operate it in a way which avoids injury to people, wildlife, the environment or property, and must show reasonable consideration for others and always drive on the right hand side of the river.
- 9.7. The Hirer must moor safely and follow regulations displayed at moorings. Do not disturb others by running the boat's engine at moorings.
- 9.8. The Hirer must navigate with caution at all times; observing speed restrictions, bye-laws, navigational limits/instructions, waterways instructions and the advice of British Waterways and other navigational authorities.
- 9.9. The Hirer must not race or exceed the speed limit (5 knots/6mph). Please be aware that if the boat is going with the tide the speed will be faster than indicated. As a guide, 4 mph is a fast walking pace.
- 9.10. The Hirer must not tow other craft or allow the boat to be towed except with professional assistance in the event of breakdown or emergency.
- 9.11. The boat is only equipped for cruising during daylight hours and must be returned by the time specified in the booking and in any event before sundown.
- 9.12. Passengers are asked not to take on-board portable heating lighting or electrical equipment or anything that may cause danger to the boat its occupants or equipment without the Business's approval. Barbeques are not permitted on-board.
- 9.13. The maximum number of persons allowed on-board should not be exceeded at any time.

- 9.14. The Hirer must always give way to, cargo boats, sailing craft, rowing boats and any other human propelled craft.
- 9.15. The Business shall not be responsible for delays or restrictions to cruising arising from obstruction, damage or repairs to the navigation and associated structures, flooding, shortage of water, industrial action, shortage or rationing of fuel or other cause beyond the Business's control. The Business reserves the right to restrict the movement of boats in the event of hazardous conditions.
- 9.16. Not under any circumstances can the hired boat be taken through any locks. The boat must not go further than the confirmed navigation routes between Tewkesbury and Worcester (These will be described at the tutorial and demonstration).
- 9.17. All passengers are responsible for their own safety and the safety of their possessions.
- 9.18. The Business will not be responsible for death, personal injury or any other losses suffered.

## **10. Accidents, Breakdowns - Maintenance, Repairs and Damage**

- 10.1. In the event of any accident involving the boat or any other boat or property, the Hirer's must record the name and registration number of the other boat, in addition to the names and addresses of everyone involved.
  - 10.1.1. The Hirer must notify and report details to the Business as soon as possible. Emergency Contact details will be available in the boat booklet given on the day of hire. Remember to take a mobile phone with you!
  - 10.1.2. The Hirer MUST NOT ADMIT OR ALLOW ANY PASSENGER TO ADMIT LIABILITY TO ANY OTHER PERSON.
- 10.2. In the event that the Business's insurance cover is prejudiced or invalidated by failure on part of the Hirer to gather the details required above, the Hirer shall indemnify the Business in respect of all claims, loss, damage or other expenses incurred.
- 10.3. The Hirer is liable for and shall indemnify the Business against any claim or charge made by any Navigation Authority for damage to waterway property or loss of water.
- 10.4. In the event of a breakdown, damage, theft or loss the Hirer must immediately notify the Business and provide full details. The Business will give instructions.
- 10.5. The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds rope and other matter from propellers.
  - 10.5.1. The Hirer shall notify the Business if any of these operations cannot be carried out without risk of accident or damage to person or property.
- 10.6. The Hirer must not repair or allow repairs to the hired boat without the consent of the Business.
- 10.7. In the event of breakdown or other failure, the Business will endeavour to remedy the breakdown or failure at the earliest opportunity after notification.
  - 10.7.1. The Hirer shall have no claim on the Business as a result of breakdown or failures of the boat and its equipment, or for any delays caused by repairs to the boat.

## **11. Property of the Hirer**

- 11.1. Vehicles may be left at the owner's risk in the car park used by the Business.
- 11.2. The Business will not be liable for any loss or damage to vehicles or their contents or for property taken on-board the boat.
- 11.3. The Hirer and passengers are advised not to leave any valuable or portable items in their car.
- 11.4. If necessary, the Business shall take action to silence car alarms of the Hirer's or passengers vehicles left in the car park and recover the costs from the Hirer.
- 11.5. The Business will return any claimed lost property upon receipt of sufficient payment for postage and packing.
- 11.6. The Business reserves the right to dispose of or destroy lost property not claimed within two months of the hire.

## **12. Fuel**

The boat is provided with 1 tank of fuel (3.1 gallons). Further fuel can be obtained from the petrol station situated at the Upton Marina, Upton upon Severn at the Hirer's own expense.

### **13. Pets**

- 13.1.** No pets are permitted on the boats unless permission is obtained in writing by the Business owner.
- 13.2.** Risk of loss or injury to pets is not covered under the Business's insurance policy and any permitted pets are entirely at the Hirer's risk.
- 13.3.** The Hirer shall be liable for the cost of any damage caused by any pet, permitted on-board or otherwise.

### **14. Exemption**

- 14.1.** The Business shall not be liable for claims for loss damage or expense arising from causes beyond the Business's reasonable control, or not due to the Business's negligence, or wilful default including (without limitation) death or personal injury of the Hirer and/or passengers, loss or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, defects, damage, restrictions, obstructions, repairs or damage to waterways, non availability of routes, navigational works, rationing, shortage or non availability of fuel or in respect of any consequential loss, damage, expense, injury or claim.
- 14.2.** Where the circumstances are out of the control of the customer such as storms, floods, droughts, ice, shortage of water or other weather conditions, or mechanical failure, the return of monies will be paid to the Hirer or subsequently the booking may be rescheduled.

### **15. Complaints and Disputes**

- 15.1.** In the event of any cause for complaint the Hirer should provide this in writing to the Business. The Business will acknowledge receipt by return and investigate the complaint. The Business aims to respond in full to complaints within 14 days. For complex complaints the Business's response may take longer.
- 15.2.** Any query, dispute or complaint arising from the booking contract, may be referred at the Business's sole discretion, to a single solicitor to act as an arbitrator between the parties. The decision of such arbitrator, including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

### **16. Jurisdiction**

The contract between the Business and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The parties submit to the jurisdiction of the English courts.

### **17. Waiver**

No indulgence, forbearance, or delay by the Business 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.

### **18. Third Parties**

No person who is not a party to this Agreement may enforce any term of this Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement or document entered into pursuant to this Agreement.

### **19. Severance**

In any term or provision of this Hire Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remaining provisions shall continue in full force and effect as if this Hire Agreement has been agreed with the invalid illegal or unenforceable provisions eliminated.