



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

- 1. Definitions** – In this document “the Business” means Severn Expeditions Day Boat Hire, “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 with the Business is a legally binding contract. 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 on behalf of themselves and their party. These conditions can only be varied with the permission of the Owner of the Business.
 - 2.2.** Reservations and bookings can be made using the website’s online system or by filling in the online booking form, calling via telephone, sending email or other written methods, or in person. A booking is only confirmed upon payment of the hire in full.
 - 2.3.** Upon receipt of the payment a confirmation email will be sent by the Business, with appropriate details, except where bookings are made on the day of hire.
 - 2.4.** 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.
 - 2.5.** Where more than one boat is booked on the same booking each boat shall be hired as part of the same contract.
- 3. Prices and Payment**
 - 3.1.** Prices are in pounds sterling. Payments should be made in pounds sterling. The Company reserves the right to correct errors in advertised or quoted prices at the time of booking confirmation.
 - 3.2.** Payment is not declared as made until cash or cleared funds have been received by the Business.
 - 3.3.** Payments for hire can be made via the online booking system, bank transfer, PayPal, by cheque, or cash in person. *(Note: please do not send cash in the post. If paying by cheque 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, or an EU Photo Identity Card. Acceptable proof of address document are a Utility Bill, a Bank/Building Society Statement (not online/bank branch print-offs), a Credit Card Statement, a Council Tax Bill/Council Rent Book, or 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, other watercraft users or commercial interests of the Business. In this event the Hirer will forfeit the full amount paid.
 - 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, 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 alterations**
 - 5.1.** Should the Hirer wish to cancel or amend the booking they should advise the Business by telephone ASAP. Any cancellations made 7 days or more before the date of hire are free of charge. For alterations to a

booking, made 7 days or more of hire there may be a £10 admin charge, subject to discretion by the Business. For any cancellations or alterations to a booking which are made within 7 days or less of hire, there will be a charge of 50% of the hire cost. Unforeseen or mitigating circumstances may be considered. However, if the Business can get the slot rebooked then a £10 admin fee may just be charged.

- 5.1.1.** The Business reserves the right to waive this clause in exceptional circumstances and will be defined by The Business.
- 5.2.** High river levels and flooding 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.
 - 5.2.1.** In the case of flood risk the Business operates on a traffic light system situated at Upton Marina, Waterside, Upton upon Severn WR8 OPB. If the water level is showing 'Green' on the indicator board, there is no flood risk, and all boats can go out. If water level is showing as 'Amber', only skippered/guided trips can proceed as self-drive boats lack enough power in the engine. If the water level is showing as 'Red', this means no boats can go out as it is too dangerous.
 - 5.2.2.** When Amber or Red conditions occur, the Hirer may reschedule their booking or request a full refund. In cases of flooding or potential flood risk, the Business will inform the Hirer as soon as possible and advise if their booking is unlikely to be able to proceed on the booked date. The business will discuss the possibilities for rebooking or a refund. Where possible, and if agreement has been made to hold the booking to see if conditions change, the Business will continue to monitor the river levels in the days preceding the date of hire up to 24 hours before and will communicate with the Hirer as appropriate. If at 24 hours beforehand the booking still cannot proceed the Hirer may request a full refund or re-schedule their booking. This flexibility is to prevent unnecessary cancellations as conditions have been known to change rapidly at the last minute.
 - 5.2.3.** If the Hirer requests to re-schedule their booking, 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 endeavour to have the boat ready for the Hirer at the time indicated in the booking confirmation. However, please note that as we may be waiting for boats to be returned by other customers, we cannot absolutely guarantee that your boat will be ready for you at the time you booked.
- 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. Fuel** – The boat is provided with 1 tank of fuel per boat (3.1 gallons) This is expected to be ample as long as the Hirer follows instructions provided during the tutorial.
- 6.6.** Before the Hirer departs with the boat an experienced member of the Business will give a tutorial, suitable instructions, demonstrations, and information on safety, how to operate the vessel, rules of the river, and how to use the locks. 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 the condition of the boat is sound, contents are present, and that he/she has understood the tutorial and demonstration. The signature also confirms that The Hirer has understood and agrees to the Terms and Conditions of hire. Thereafter the Hirer is completely responsible for the boat, its equipment, and its operation until handed back at the end of the hire.
- 6.7.** 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 to give the Business the opportunity to take any necessary action.
- 6.8.** 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.
- 6.9.** 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. If no boat is available the Business shall refund any deposit or other payments made unless the Hirer wishes to reschedule the booking.

- 6.9.1.** 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.
- 6.10.** The Hirer is responsible for the boat's safe navigation and return to the Business's hire base at Upton Marina. The boat must be returned in a reasonably clean and tidy condition at the end of the agreed hire period. Appropriate charges may be applied if conditions are considered unreasonable.
- 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 that 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 must recover a boat and return it to the base, the Hirer shall be liable for all the costs involved, except where not because of the action or failure to act of the Hirer and/or the Hirer's passengers.
- 6.12. 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 monies paid will not be refunded.
- 7. Insurances**
- 7.1.** The Business insures all its boats and equipment against public liability risks, but it will not be responsible for any loss, damage or injury to the hire party or possessions, howsoever caused.
- 7.2.** 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.
- 7.3. Damage Security Deposit** – The Hirer will be required to provide their credit card details on the day of hire. This is for 'damage security insurance'. The card details will be deleted on the safe, clean, and timely return of the boat and any property belonging to the Business. If you are not comfortable leaving card details then alternatively you will be required to bring £150 in cash, which will be sealed in an envelope and kept until the end of your trip.
- 7.4.** 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, 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 and the business reserves the right to retain the £150 security deposit or an amount deemed reasonable by the Business.
- 7.5.** The Business reserves the right to request additional monies towards for any late return/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 £150 damage deposit given at the beginning of the hire.
- 8. Safety** – The following should always be complied with for the health and safety of other persons and/or wildlife, and for safeguarding the boat and other property.
- 8.1.** All passengers must wear a buoyancy aid or life jacket when on the water.
- 8.2.** Passengers must not jump or swim in the river – it is dirty and has very strong under currents.
- 8.3.** Passengers must be seated with arms/hands inside the boat when moving. Passengers should not lean over the sides of the boat. Passengers should not sit on any of the boat cabins or on the bow of the boats.
- 8.4.** 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.
- 8.5.** Passengers must take care when stepping into or out of the boat as they can be unstable.
- 8.6.** 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; must show reasonable consideration for others; and must always drive on the right-hand side of the river.
- 8.7.** The Hirer must moor safely and follow regulations displayed at moorings and must not disturb others by running the boat's engine at moorings.

- 8.8. The Hirer must always navigate with caution, observing speed restrictions, byelaws, navigational limits/instructions, waterways instructions and the advice of British Waterways and other navigational authorities.
- 8.9. The Hirer must not race or exceed the speed limit. The maximum speed on the Severn is 6mph travelling upstream (towards Worcester), and 8mph travelling downstream (towards Gloucester). As a guide 4 mph is a fast-walking pace.
- 8.10. 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.
- 8.11. 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.
- 8.12. Passengers must not 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.
- 8.13. The maximum number of persons allowed on board should not be exceeded at any time. Where more than one boat has been hired by the same party and people wish to swap vessels, persons must not transfer from boat to boat whilst moving. Suitable public moorings must be used and engines turned off.
- 8.14. The Hirer must always give way to cargo boats, sailing craft, rowing boats and any other human-propelled craft.
- 8.15. 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.
- 8.16. The boats are not allowed to go through any locks except the Upper Lode Lock at Tewkesbury. (These will be described at the tutorial and demonstration.)
- 8.17. All passengers are responsible for their own safety and the safety of their possessions.
- 8.18. The Business will not be responsible for death, personal injury or any other losses suffered.

9. Accidents and Breakdowns – Maintenance, Repairs and Damage

- 9.1. In the event of any accident involving the boat or any other boat or property, the Hirer must record all details including the name and registration number of the other boat, in addition to the names and addresses of everyone involved. The Hirer must notify and report details to the Business as soon as possible. Emergency Contact details will be available in the boat booklet provided. Remember to take a mobile phone with you! The Hirer MUST NOT ADMIT OR ALLOW ANY PASSENGER TO ADMIT LIABILITY TO ANY OTHER PERSON.
- 9.2. If 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.
- 9.3. 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.
- 9.4. In the event of a breakdown, damage, theft, or loss the Hirer must immediately notify the Business for assistance and provide full details. The Business will give instructions. You must not interfere with, adjust, or attempt to repair any part of the boat's engine or controls.
- 9.5. In the event of theft, the Hirer must immediately notify the Business for assistance and provide full details. The Business will give instructions.
- 9.6. **Loss** – Although the boat and its equipment are insured by the company against many risks, the Hirer remains responsible for any damage or loss arising from your breach of the agreement, your deliberate acts, or from your negligence. The Hirer will be responsible for the cost of rectifying damage to the boat, or repairs to or replacement of any items on the inventory which are missing or damaged at the end of the hire.
- 9.7. 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. If the boat or propellers are damaged in respect of these incidents, then charges may be incurred.

- 9.7.1.** 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.
- 9.8.** The Hirer must not repair or allow repairs to the hired boat to be undertaken without the consent of the Business.
- 9.9.** In the event of breakdown or other failure, the Business will endeavour to remedy the breakdown or failure at the earliest opportunity after notification.
 - 9.9.1.** 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.

10. Property of the Hirer

- 10.1.** Vehicles may be left at the owner's risk in the Marina car park used by the Business.
- 10.2.** The Business will not be liable for any loss or damage to vehicles or their contents, or for property taken on board the boat.
- 10.3.** The Hirer and passengers are advised not to leave any valuable or portable items in their car.
- 10.4.** 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.
- 10.5.** The Business will return any claimed lost property upon receipt of sufficient payment for postage and packaging.
- 10.6.** The Business reserves the right to dispose of or destroy lost property not claimed within two months of the hire.

11. Pets

- 11.1.** Dogs are permitted on the boat at an additional charge of £10 for one dog or £15 for two or more dogs thereafter.
- 11.2.** 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.
- 11.3.** The Hirer shall be liable for the cost of any damage caused by any pet, permitted on-board or otherwise.

12. Exemption

- 12.1.** 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; 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.
- 12.2.** Where circumstances are out of the control of the Hirer, 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.

13. Complaints and Disputes

- 13.1.** 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.
- 13.2.** 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.

- 14. Images and Personal Data** – On occasion, photographs or video may be taken of our boats for publicity purposes. We will always ask permission before taking photographs and you would be required to sign a consent form as appropriate. Please make us aware if you would prefer not to be photographed. Any

information taken about you during your booking process will only be used in the purposes of administration and where it is required by law and will be held subject to GDPR (General Data Protection Regulations).

15. **Jurisdiction** – The contract shall be governed by the Law of England and Wales. Any dispute arising under this Agreement shall be first submitted to mediation, or failing that to arbitration, under the jurisdiction of the English courts.
16. **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.
17. **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.
18. **Severance** – If 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.

Terms and Conditions of Hire (Skipped hire / Guided Fishing trips) – Please read carefully.

In terms of bookings that are made where a vessel will be “skipped” by a person provided by The Business there are adjustments to some of the terms and conditions above. These are noted below. All other Terms and Conditions stand as per noted above.

2 Booking Agreement 2.2 Amended - Reservations and bookings must be made using the booking contact form, calling via telephone or sending email. Guided trips cannot be booked direct on the online booking system.

6. Hire Period, Collection and Return of Boat

- 6.6 **Amended** - In terms of skipped hire, The skipper, provided by the business, will be responsible for the boat’s safe navigation and return to the Business’s hire base at Upton Marina. The skipper provided by the business will take responsibility for the vessel during the allocated trip. Therefore, no tutorial will be provided by the Business. General safety guidance and rules of the river will be given. The Hirer will be required to sign the ‘Boat Acceptance and Waiver Form’ (short version) before departure to confirm that the condition of the boat is sound, contents are present, and that he/she has understood the advice given. The signature also confirms that The Hirer has understood and agrees to the Terms and Conditions of hire.
- 6.7 **Amended** In the unlikely event of any alleged deficiencies or shortcomings discovered after the boat has left the Marina, the Skipper, provided by the Business will take any necessary action.
- 6.11 The skipper will ensure that the cruising/fishing schedule allows time for unforeseen incidents.

7. Insurances

- 7.1 The Business insures all its boats and equipment against public liability risks, but it will not be responsible for any loss, damage or injury to the hire party or possessions, howsoever caused unless the skipper is negligent.
- 7.3 **Damage Security Deposit** – The Hirer will not be required to provide a damage security deposit.

- 8 **Safety** - The Skipper, provided by the Business, will be in control of the boat and adhere to all of the safety terms and conditions as provided above from 8.6 – 8.16 thereof. In the very unlikely that injury occurs The Business will take action as appropriate to ensure any injury is rectified.

9 Accidents and Breakdowns – Maintenance, Repairs and Damage

The Skipper, provided by the Business will take responsibility for terms and conditions **9.1 – 9.9** accordingly.