

Conditions of Use

- 1. Booking** A boat is booked when a booking form together with the deposit has been received and acknowledged by the Trust. This booking can then only be altered / cancelled by an authorised person in writing.
- 2. Balance of Hire Donation** The balance of your donation is due six weeks before the start of your cruise. Published prices are subject to changes.
- 3. Cancellation** If you have to cancel, telephone the Booking Co-ordinator immediately, then confirm in writing.
- 4. Cleaning and Damage Deposit** The Trust requires a £200 security deposit applicable to each boat on all self-crewed bookings which should be sent with the booking form.
- 5. Insurance** Insurance of both craft with Third Party risks covered up to £2,000,000 is included. In the event of being involved in any accident, however small, you must notify the Trust immediately by telephone with full details and names of witnesses. In no circumstances should anyone admit liability. Users personal accident insurance remains their own responsibility.
- 6. Service calls** The Trust makes every effort to prevent service calls. Should repairs be necessary, they are the Trust's responsibility, and must not be put into the hands of others.
- 7. Hirer's property** The Trust cannot accept any liability for the loss or damage to your property, baggage, motor cars, etc., however caused.
- 8. Hire periods** The hire period starts and finishes on the booked days at times to be agreed in advance with the Trust. The Trust will make every effort to accommodate your needs.
- 9. Training** It is a condition of use of the Trust's boats that at least two participants per boat are holders of an RYA Inland Waterways Helmsman Certificate or the NCBA Certificate in Community Boat Management. Exceptions can be granted for users with extensive, relevant experience, but a demonstration of ability may be required, at the cost of a half day hire. At least one qualified helmsman must be onboard at all times. Training is provided by the Trust at a discount to hirers. Should the booking subsequently be cancelled, the Trust reserves the right to charge at the full rate, and furthermore the certificate will not be registered with the RYA until this amount is settled.
- 10. Cruising** Our craft are based on the Grand Union Canal. Use of our boats is limited to this canal, the Regents Canal, the Hertford Union Canal and the River Lee Navigation.
- 11. Return to base** The craft must be returned on time in a clean and tidy condition. The Trust reserves the right to recover the cost for damage and extra cleaning which may be recovered from the security deposit.
- 12. Navigation** You must not navigate the craft at a speed above 4 miles per hour and between sunset and sunrise. You must slow down when meeting other boats and when passing moored boats. The horn must be sounded at all narrow bridges and sharp turns. No craft may tow another craft.
- 13. Water restrictions** The Trust has no control over the canal system. In the event of canal closures due to engineering work, industrial action, flood, drought or obstruction, the Trust reserves the right

to operate from alternative sites as circumstances allow and make no financial adjustments in these circumstances. The Trust cannot make any guarantee about the availability of any particular route.

14. **Brochure** Every effort is made to ensure that descriptions of our craft are accurate, but the Trust will not accept liability for any inaccuracy that may exist. Plans are not necessarily to scale. Craft may be viewed by appointment before or after booking and we welcome the opportunity to show you the boats.

15. **Extra persons** Extra persons, who are associated with the group, may be boarded at the group leader's discretion. However, the number of persons aboard Dick's Folly must not exceed 12 and Pickle's Folly, 10, at any time.

16. **Fishing** On no account may live bait or maggots be taken onboard.

17. **Bicycles and canoes** Under no circumstances may bicycles be carried on the roof, without suitable padding to protect the paintwork. One canoe may be carried on the roof, with suitable padding.

18. **Trust's reservations A.** The Trust reserves the right to refuse to hand over a boat to any person who, in their opinion, is not suitable to take charge of it. In this event no refund will be made and the Hirers shall have no other claim against the Trust.

B. If, owing to circumstances beyond the control of the Trust, they are unable to provide the boat booked or a suitable alternative, the Trust will refund all moneys paid and the Hirers shall have no further claim against the Trust.

Please remember that the Trust is a charity run entirely by volunteers. You are using our boats in return for a donation which covers only the running costs. The remainder is provided by the generosity of our volunteers and sponsors. Please do all you can to help us to maintain this operation for the benefit of others.