

The Locker Maintenance & Supply Co. Ltd Parvis Wharf Boatyard, Old Parvis Road, Byfleet, Surrey, KT14 6LE

t: 01932 355 311

# HOLIDAY BOAT HIRE TERMS AND CONDITIONS

#### 1. Definitions.

- 1.1 'We' 'us' 'our' shall refer to The Locker Maintenance & Supply Co. Ltd and it's trading style of 'Weydays with TLC'.
- 1.2 'Your' 'hirer' shall refer to the person or authorised representative of a legal entity placing the booking and is the person or authorised representative responsible for all payments.
- 1.3 Boat' or 'vessel' shall refer to our boat that you are hiring under these Terms and Conditions as part of the contract.
- 1.4 'Crew' shall refer to all the persons on board for the duration of the hire period.
- 1.5 'Skipper' shall refer to the person agreed between the crew and us who shall be the crew member with overall responsibility for the boat and crew whilst on hire to you.
- 1.6 The booking form that we complete as part of the booking process based on information given to us by you by whatever means combined with instructional information both printed and verbal issued by us or the National Trust and these Terms and Conditions shall form the contract of hire.

## 2. Hire Fees and Deposits

- 2.1 Our fees are those that are published on our weydays.co.uk website or printed media current at the time of booking.
- 2.2 Deposit. A deposit to secure your hire must be paid at the time of booking. This forms part or all of the fee for your hire.
- 2.3 Balance. The balance of the hire fee if any shall be paid on the morning of your hire prior to your departure.
- 2.4 Security Deposit. A cash security deposit is required prior to departure. If the boat and all its equipment and contents are returned undamaged and without loss and no National Trust Bye-Laws have been infringed and no third party claims have been made and no other fees or levies are being made by us this will be returned at the end of the hire period. You will be advised of the value of this cash deposit at the time of initial enquiry or booking.

# 3. Hire Period

- The Hire period is that which is agreed at the time of booking.
- 3.2 Late starts. Arrival more than thirty minutes after the start time may result in your booking being cancelled by us and you will forfeit your deposit.
- 3.3 Late returns. Returns in excess of fifteen minutes after the return time will be charged at £60.00 per hour or part thereof.

### 4. Safety of the boat and crew

- 4.1 Hand-over. We will give the Crew an initial safety briefing and instruct the Skipper on the controls of the vessel. If the Skipper does not already possess an relevant boating qualification one of our trainers will accompany the boat to and through the first lock to train and assess the Skipper.
- 4.2 If during or at the end of the hand-over period we feel that the Skipper is not fully capable of handling the boat safely or that the behaviour of any Crew member may present a safety risk we may cancel the booking with immediate effect and return the boat to our premises. All monies paid will be forfeited.
- 4.3 At the end of the handover period the Skipper must declare that he or she is satisfied with the instruction given and that they feel competent to handle the boat safely. Should this not be the case, the booking will be cancelled with immediate effect and the boat returned to our premises. All monies paid will be forfeited.
- 4.4 If at any time during the remaining part of the hire period we become aware of unsafe or unruly behaviour we will reclaim the boat and cancel the remaining part of the hire period without notice. All monies paid will be forfeited.
- 4.5 Lifejackets are available in a range of sizes free of charge on request.

I agree to the above Terms and Conditions

- 4.6 Navigation is not permitted between sunset and sunrise and you must be moored up between these times.
- 4.7 Should weather or river conditions deteriorate and be deemed unsafe for navigation you must moor up in a safe place and await further instruction.

# 5. Cancellation

- 5.1 By us. Should we cancel your booking for reasons other than elsewhere within these Terms and Conditions we will offer you an alternative date or refund your deposit.
- By you. We will refund your deposit or discuss alternative dates should you give us 14 days or more notice. With less than 14 days notice we will offer an alternative date or your deposit will be forfeited. Weather conditions are not grounds for cancellation unless we judge them to be so severe that they present a safety risk.

Signature of Hirer:	Date: