

LITTLE OUSE MOORINGS

DAY BOAT HIRE TERMS

1. INTERPRETATION

In these terms

“LOM” means Little Ouse Moorings

“You” and “Your” means the person or persons named in the Booking Confirmation, or anyone added at a later date. Each of You shall be individually responsible for complying with the Agreement.

2. Agreement to Hire

2.1. When You make a booking You are agreeing to hire the boat on these Boat Hire Conditions.

2.2. When You receive the Booking Confirmation please check the details carefully and inform LOM immediately if anything is incorrect.

3. Payments & Security Deposit

3.1. You will need to pay the hire fee in full at the time of the booking request by credit or debit card.

3.2. In addition to the cost of hire a £200 cash deposit will need to be paid on the day, which will be refunded subject to the return of the boat to LOM on time, in good clean condition, and when we are satisfied that there is no loss, damage or breakages and in the absence of any third-party claims. In the event of a claim LOM may apply the whole or any part of the Security Deposit to payment of any claim which LOM may have against You.

4. Your Party

4.1. Your party must consist of at least 2 people who are twenty-five (25) years of age or above at the time of booking. You must provide your full name and permanent address, full names of anyone else in your party and ages of any of your party under 25 years old. All changes in Your party must be communicated in writing. You are responsible for making all members of Your party aware of the terms of the Agreement.

4.2. Bookings are not permitted for HEN OR STAGE PARTIES, SINGLE SEX PARTIES, BOOZE CRUISES or SIMILAR;

4.3. Prior approval required by LOM before making a booking for SCHOOL PARTIES, YOUTH GROUPS & BUSINESS PURPOSES;

5. Cancellation or Changes to your booking

5.1. If You want to change the date of Your booking You must give LOM written notice. The date of receipt of the Change Notice shall be the effective change date. LOM will try to accommodate the changes subject to availability. LOM will allow changes, depending on the date on which the Change Notice is received:

5.1.1. 8 days or more: Changes subject to availability

5.1.2. 7 days or less: No changes

5.2. If the date of Your booking You change to is, at the time of amendment, cheaper than what You have paid for on Your original booking, no refund will be given.

5.3. If the date of Your booking You change to is, at the time of amendment, more expensive than what You have paid for on Your original booking, You will be required to pay the difference.

5.4. Changes to the date of Your booking must be within the calendar year of Your original booking.

5.5. There are no refunds for cancelled bookings or missed hire.

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6. Cancellation or Changes by Little Ouse Moorings

- 6.1. LOM may cancel this Agreement anytime prior to or during hire (and could repossess the boat) in the following circumstances:
 - 6.1.1. Adverse weather or navigation conditions, damage, mechanical breakdown or in the event of an accident affecting the safety or navigability of the boat. Rain alone is an insufficient reason for LOM to give a refund or change the date of hire.
 - 6.1.2. Any reason affecting the safety of any person or loss or damage to property including if You or any member of Your party, or anyone invited onto the boat by You, is or appears to be under the influence of alcohol or drugs or if You are not behaving responsibly or You are unsuitable to take charge of the boat for any reason.

7. Hire Period, Collection and Return of the Boat

- 7.1. The boat will be available from the specified time on the Day you have booked for hire from Little Ouse Moorings, Little Ouse Farm, Brandon Creek, Downham Market, Norfolk, PE38 0PR. There will be no rebate for late arrival nor will the Little Ouse Moorings accept responsibility for any costs which you may incur if you fail to reach the boat during the hire period.
- 7.2. Before you take the boat over LOM will give you instructions, demonstrations and trials as are appropriate and you will then be required to check and sign the inventory of the Boat and the hand over sheet. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period. You will also be responsible for the cost of excessive cleaning of the boat at the end of the Hire Period.
- 7.3. The boat must be returned to the location specified by LOM and vacated by You by the specified time on the day of your hire. It is Your responsibility to allow sufficient time to ensure timely return. If You return the boat late or to the wrong place because of poor planning on Your part or for another reason which is Your responsibility then You will be liable to pay £50 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point and any other expenses and losses which LOM may incur as a result of the delay.

8. Safety and other Rules

- 8.1. You agree to comply with the following rules at all times during the Hire Period:-
 - 8.1.1. You will keep the boat and its equipment and contents in clean and tidy order during the Hire Period.
 - 8.1.2. To ensure that at all times while the boat is being navigated the minimum age of the operator onboard and in charge is twenty five (25) years.
 - 8.1.3. The boat is not to transit any locks.
 - 8.1.4. Not to tow or be towed other than in exceptional circumstances and permission of Little Ouse Moorings.
 - 8.1.5. To moor the boat securely.
 - 8.1.6. None of the party are to climb onto the roof of the vessel.
 - 8.1.7. To observe all speed limits, not race the boat and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.
 - 8.1.8. Not to use the boat for any commercial purpose.
 - 8.1.9. The boat is to only be occupied by the persons named on the Booking Confirmation.
 - 8.1.10. Not to allow to be on the boat at any time more than our advertised boat capacity.
 - 8.1.11. To cruise only on rivers approved by LOM and not tidal waters.
 - 8.1.12. At all times to observe and abide by all regulations, bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities officers.

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8.1.13. If You are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in Condition 9.1 and if LOM has good reason to believe that it will be involved in any expense or penalty as a consequence, then, at the End Date, LOM may retain the Security Deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of six (6) months from the End Date LOM shall return the Security Deposit to You.

9. Accidents, Breakdowns or Damage

- 9.1. In the event of any accident or damage involving You or any other people or any property You must:-
- 9.1.1. obtain and record the name of any other boats and the names and addresses of any other people involved;
 - 9.1.2. notify LOM as soon as practically possible with full details of the accident and any damage sustained; and
 - 9.1.3. proceed in accordance with and follow LOM instructions.
- 9.2. In the event of any breakdown, damage, theft or loss involving the boat You must;
- 9.2.1. notify and provide full details to LOM of as soon as practically possible.
 - 9.2.2. You must not undertake or commission any repairs, adjustment or service without LOM prior approval.
- 9.3. You remain responsible to LOM for any damage or loss whether accidental or arising from Your breach of the Agreement, Your deliberate acts or from Your negligence.

10. Insurance

- 10.1. LOM insures the boat and its equipment against physical loss and damage and against public liability risks.
- 10.2. LOM insurance policy does not cover personal accidents or Your Personal belongings you and your party are advised to check the level of your own personal insurance.
- 10.3. The Security Deposit is intended to cover LOM policy excess and any uninsured risks or other sums due to LOM under the Agreement. The Security Deposit is not the limit of Your potential liability to LOM.

11. Hirer's Property

- 11.1. LOM will be under no liability for any loss or damage to vehicles left in LOM car park or their contents or for Your property on the boat.

12. Pets

- 12.1. Pets are not allowed on any boat.

13. Exclusion and Limitation of Liability

- 13.1. LOM shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond LOM reasonable control which could not have been mitigated or avoided by LOM including but not limited to:
- 13.1.1. loss of or damage to any person's property (including the boat);
non-fulfilment, interruption or delay to the booking;
breakdowns, mechanical problems, latent defects, damage to the boat;
 - 13.1.2. Navigation restrictions on cruising for whatever reason;
 - 13.1.3. consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.
- 13.2. LOM total liability to You and any person claiming through You in respect of all claims which may arise under this Agreement shall be limited to the Price actually paid by You to LOM in respect of the Agreement in question.

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13.3. No liability to the Hirer (you) is accepted by LOM for injury to or death of the Hirer during the course of the hire or during embarkation or disembarkation. Hirers use the pontoons, quays and other landings on the river entirely at their own risk.