

SKUNA

General

1. Boats are only hired to members of the public over 18 years old. The minimum age of passengers on the Hot Tub Boat is 12. There is no minimum age on the BBQ boats. Both boats require two adults on board when children are present. If this is not possible please contact us before booking. Anyone under the age of 16 and those that cannot swim must wear a life jacket at all times.
2. The Company reserves the right not to hire a boat to any person whom it considers is unsuitable to operate the vessel. For your own safety, boats can be equipped with CCTV cameras.
3. No liability to the Hirer is accepted by the Company for loss or damage to the Hirer's belongings.
4. No liability to the Hirer is accepted by the Company for injury to or death of the Hirer during the course of the hire or during embarkation or disembarkation.
- 5.a. In the event the contract is cancelled by the Company due to: bad weather, poor river/canal conditions or if the boat is unavailable due to breakdown or for any other reason we will offer the opportunity to reschedule your booking for a new date within a 6 month time period. No refunds will be made. In circumstances where we have to cancel a boat experience, no compensation will be provided for items such as pre purchased travel.
- 5.b. Customers are able to reschedule the date of their trip free of charge with 14 days notice. It is at the company's discretion if rescheduling is permitted within 14 days and an charge of £50 will be required.

The Company Will:

6. Full tuition will be given to the Hirer in the handling of our boats and the waterway code of practice. It is the Hirer's responsibility to deem that adequate instruction has taken place and sign the declaration provided to confirm this. The safe navigation of the boat, its equipment and all passengers, will then become the responsibility of the Hirer.
7. Ensure that the boat and its equipment are in a functional state during the hire and that there is sufficient electricity for the hire and make available buoyancy aids for all members of the party.

The Hirer Will:

8. Use the boat in a manner which is consistent with the rules of navigation and shall at all times take into consideration other users of the river whether in boats or not. Under no circumstances will the boat be taken into no go areas specified on the map given.
9. Be responsible for late return fees (£100 for each half hour) if the boat is late in being returned for any reason except if such lateness is caused by failure of the engine or of equipment in the boat, in which case the Hirer shall be entitled to a refund of their hire fees in the proportion affected by such failure but no further compensation unless the Company has failed to take reasonable care.
10. Ensure that all members of the party comply with these terms and conditions and the rules set out during the safety briefing.
11. Be liable to the Company for all damage to the boat, its contents and equipment caused by the Hirer's use of the vessel.
12. Be liable to pay the company for any breach of our rules including excessive noise, standing on the seats or swimming in the water. The maximum fine is £500.
13. Return the boat after hire in the same state and condition as it was when it was hired.

14. Boating can be Hazardous. While the Company has taken all reasonable care in the preparation of the vessel and in the provision of safety equipment, the Hirer is responsible for their own safety, the safety of third parties affected by their actions and the safe return of the vessel. The Hirer will be liable to repay the Company for any loss or damage to the boat or its equipment caused by the action or negligence of the Hirer.

15. In particular it is the responsibility of the hirer to ensure that: 1) Passengers do not stand on the boat sides or seats at any time, as this is a dangerous practice. 2) Passengers remain inside the boat at all times with weight balanced evenly across the vessel. Strictly no swimming during the trip 3) Passengers are wearing suitable buoyancy aids where appropriate. 4) Any person taking control of the boat remains sober whilst navigating. Alcohol limits are as defined by the Public Road Traffic Acts. The person in charge conforms to the speed restrictions and general Quay etiquette as laid down in the Waterways Code of Practice.

Unsuitable hirers:

16. We reserve the right to decline a booking or refuse to hand over the boat to any person who, in our opinion, is not suitable to take charge.

17. We reserve the right to repossess the boat at any time. This may occur where:

- a) An accident or damage has occurred.
- b) We have reason to believe that an accident may occur because of the unsuitability of the Hirer.
- c) Where a boat is found to have more passengers aboard than those listed on the booking form.
- d) Where the Hirer is causing a nuisance to the public.
- e) For any other reason

In any of the above cases (16&17) we shall not be liable to make a refund of any part of the hire charges or damage deposit paid.

Injury or damage:

18. We are in no way liable for death or personal injury, or loss or damage to your property or that of any passengers unless it is caused by our negligence.

19. The Hirer is in charge of the boat and is responsible for its safe navigation. In the event of an accident involving another boat or other craft or property, it is the Hirer's responsibility to establish the name of the boat involved together with the names and addresses of the owner and/or hirer and if possible obtain names and addresses of any witnesses. Under no circumstances should anyone admit liability. Any such incidents must be reported as soon as possible with full details of the accident and damage. All accidents and damage including personal injury, however minor, must be reported on your return.

20. A deposit is required at the time of hire. The deposit is in the form of Personal ID (Passport, driving license or National ID card) and a credit or debit card (or in some cases a prepaid amount of £200 will be held on the card). The deposit will be returned in full provided that the boat and equipment is returned on time, clean and tidy, without loss or damage, and the boat has not been involved in any accident. In the event of any of the afore listed scenarios, the hirer gives consent to their credit or debit card to be used to cover the cost of the extra charges.

Insurance

21. The boat is fully insured, but the Hirer is responsible for the cost of any loss or damage to the vessel. This cover does not include personal belongings, damage resulting from careless or reckless behaviour, or any malicious, deliberate, or alcohol-affected act. The Hirer is responsible for any costs arising from such incidents.

I sign to agree to the above terms.

Name.....**Signature**.....**Date**.....