



#### GENERAL

1. The BBC Club Canal Cruising ("the Section") is run the BBC Club, which is responsible for the proper conduct of the section. The Club has appointed ABC Leisure to act on its behalf in making decisions in connection with the letting for use of the BBC club's narrowboat named Savoy Hill ("the Boat"). References to the Section must be deemed to include ABC Leisure. Decisions of the Club are final and binding upon the User at the time but may later be appealed against by writing to the BBC Club Secretary.
2. References to "The User" must be deemed to include male and female and references to the masculine must be deemed to include the feminine.
3. The User will be held entirely responsible for the conduct of the members of their party and the manoeuvres performed by the Boat as well as any damage caused to or by it during the hire period.
4. The User must satisfy ABC Leisure that their party consists of two members that are physically able and competent to navigate the Boat safely and are conversant with the operation of locks and moveable bridges. Where the User is taking the Boat for the first time a member of ABC will show the crew around the Boat and provide basic training at the beginning of the booking period to comply with the requirements of ABC Leisure and insurance
5. If the helm is handed over to a child (any person under 16 years of age) or the uninitiated, an experienced person must be supervising at all times, ready to take over should an emergency arise.
6. A forfeitable damage deposit, details of which are set out in the tariff for the year, will be required for every booking. This deposit will normally be refunded in full, provided that there is no liability to make good any loss or damage. ABC Leisure also reserve the right to withhold the damage deposit if it has good reason to believe that the conditions of use have been broken. Should this occur, the Member would be notified in writing and given an opportunity to appeal.
7. ABC Leisure reserves the right to refuse to hand over the Boat to the User, or to terminate the hire of the Boat before the end of the booking period if, in its opinion, the User is, or becomes, unsuitable to take charge of the Boat. In such a case the full hire fee, or unexpired portion thereof, will be refunded and the Member shall have no further claim against the Section, the BBC Club or ABC Leisure

8. If for any reason the Boat is not available for all or part of the booked period, all moneys paid for the period of non-availability will be refunded and the User shall have no further claim against the Section, the BBC Club or ABC Leisure.
9. The Boat has a maximum occupancy of 6 adult berths and a seventh child berth - maximum weight 50kg [8 stone]
10. The booking fee includes the cost parking for two cars. Diesel and car parking for extra cars must be paid for

#### BOOKING

11. Once a booking has been made, accompanied by the current booking deposit for each week has been received and confirmation sent then the Boat may be considered to be booked. Cancellation of the booking must be notified as soon as possible. If the boat is re-let then the deposit and the balance of the booking fee, if already paid will be refunded. If the Boat is not re-let, the User will forfeit any moneys already paid and remain liable for the full fee.
12. Bookings of less than one week's duration will only be permitted if the Boat is still un-let 4 weeks prior to the required date.
13. Bookings of less than one week are only available if agreed in advance with the Club.

#### BALANCE OF BOOKING FEES

14. The User is responsible for the whole booking fee. The balance, along with full details of the User's party and the damage deposit, should be received by the date requested.

#### HANDOVER

15. The arrangements for the handover of the Boat at the marina are to arrive to start your holiday from 14.30 onwards. Return from your holiday to the marina by 0900. If the User fails to handover the Boat as arranged then the User may become liable to pay an additional charge, calculated at a rate of £10 for each hour or part thereof to a maximum of £100 per day. The User may be liable to reimburse the Section for any losses and claims arising therefrom, including loss resulting from inability to use the Boat.
16. Every adult member of the oncoming crew must read the Safety Section of the Boat Operations Manual before starting their cruise. The Boat Manual contains essential safety information, and useful information on the operation of the Boat

17. The User is responsible for returning the Boat in a clean condition with all equipment stowed in its correct place as set out in the inventory
18. Inventory should be checked during your booking and any deficiencies reported to the Marina. Do not purchase the missing items unless requested to do so.

## **INSURANCE**

19. Savoy Hill carries fully comprehensive insurance cover for the Boat its equipment and inventory against public liability risks, together with £3,000,000 of third-party cover. It is recommended that Members take out Baggage and Personal Accident cover for themselves and their party. ABC Leisure cannot accept any liability for injury to the User, any member of the User's party or for loss or damage to any property, baggage, and motorcars etc, however caused.
20. The User will be responsible for any uninsured losses incurred or negligent damage, howsoever caused, to the Boat and undertakes to reimburse the Section for all such losses. The user will be liable for the insurance excess of £250 for an insurance claim.

## **CRUISING HOURS AND LOCATION**

21. The Boat may not be navigated between the hours of sunset and sunrise. The bylaws of the relevant Authorities must be observed at all times. Failure to do so could result in prosecution.
22. The Boat must not be navigated in adverse weather conditions i.e. fog, ice, high winds, or flood conditions. It is the User's responsibility to check that it is safe to navigate if there is any doubt about the weather or water levels.
23. The Boat is licensed to cruise only on the rivers and canals controlled by Canal & River Trust (C.R.T.). The approval of the ABC Leisure is mandatory before navigating other waterways or purchasing associated licenses. Any extra license fees incurred will be the responsibility of the User.
24. Tidal waters must not be navigated without ABC Leisure's prior written permission.

## **DELAYS AND RESTRICTIONS**

25. Neither the section, nor ABC Leisure can be held responsible for any delays or non-fulfilment of planned cruises caused by breakdown, defects, obstructions, repairs or damage to either the Boat or the Inland Waterways system. They also reserve the right to restrict the cruising area without notice if unusual conditions arise and no financial allowance will be made in respect thereof. Bookings are made and accepted on the basis that neither the section nor ABC Leisure can be held responsible for any stoppages imposed by Canal and River Trust. and no compensation can be made for restricted cruising areas caused by the imposition of such stoppages. The

Member is advised to check with CRT website. before finalising plans.

## **BREAKDOWNS AND REPAIRS**

26. All breakdowns and faults, however trivial they may seem, must be reported at once as laid down by the instructions on board the Boat. Repairs are the responsibility of ABC Leisure's engineers and must not be put into the hands of others without their authority. If repairs are carried out without prior permission the Section reserves the right to withhold any reimbursement to the User

## **TOWING**

27. The giving and receiving of tows is expressly forbidden except for assisting stranded craft.

## **ACCIDENTS**

28. In the event of an accident however insignificant the User must notify Gayton Marina at once, with full details including names and addresses of any witnesses. The User shall supply such other information and assistance in connection with the accident as ABC Leisure or the insurers may require. Whatever the circumstances, do not admit liability.

## **FIREARMS**

29. Under no circumstances are firearms, airguns, or crossbows allowed on the Boat.

## **SHOES**

30. Only soft soled shoes to be worn on board.

## **FISHING**

31. On no account may live bait be taken on board.

## **BICYCLES**

32. Only bicycles of the folding type are allowed on the boat.
33. These must not be placed on the roof.

## **FLAMMABLE SUBSTANCES**

34. No portable gas appliances or flammable liquids may be taken on board. The use of candles is not permitted for safety reasons

## **SMOKING**

35. Smoking is not permitted in the enclosed areas of the Boat.

## **PETS**

36. The only pets permitted on the Boat are dogs. They must be fully house-trained. The User is responsible for any damage caused by the dog and for the cost of repair to the satisfaction of the Section. In view of possible allergies, the User must not allow the dog on to bedding and must pay particular attention to the removal of dog hairs. An extra cleaning charge will be levied if these conditions are not complied with.