

Kernal Cruisers Ltd

Booking Terms and Conditions

1. Hire Fee.

The Hire Fee is the payment due to Kernal Cruisers for the use of the boat and its inventory of equipment during the Hire Period. The fee includes diesel fuel and liquid propane gas used by the boat during the Hire Period. The boat will be supplied to the Hirer with a full tank of water.

2. Booking arrangements.

The Full hire fee is payable at time of booking.

3. Deposit.

A £100 deposit is payable in cash on the hire day. This is returned in full providing the boat and its inventory is returned undamaged and at the agreed time to Kernal Cruisers

4. Cancellation.

No refund will be given in the case of cancellation of any booking within 28 days of the hire period. However, the booking may be rescheduled at the Kernal Cruisers discretion, subject to availability.

In the event that Kernal Cruisers cancels the booking prior to the start of the Hire Period a full refund will be made but Kernal Cruisers will have no further obligations to the Hirer and is not responsible for any consequential losses incurred by the Hirer. Kernal Cruisers will not cancel the Hire unless it is forced to do so by circumstances outside its control such circumstances include but are not limited to: mechanical breakdown, non-return of the boat by previous Hirers, damage to the boat making it unusable, flood, lack of water, canal closure or restrictions, ice and force majeure.

5. Hire Period

Day hire is from 0900 till 16:30. Evening hire 1730 till Dusk The hire period will include the skipper training.

6. Hirer

The Hirer shall be the person or persons named on the Hire Agreement and must be over 21.

All adults onboard must sign the Hire Agreement and are jointly and severally responsible for the performance of the Hire Agreement.

The names and addresses of all persons onboard during the Hire Period must be noted on the Hire Agreement and no other passengers may be carried during the Hire Period. Carrying of passengers other than those stated in the Hire Agreement will invalidate the boats insurance and if this happens Kernal Cruisers reserves the right to take immediate possession of the boat and no refund will be given.

Kernal Cruisers may cancel any booking and refuse to handover the boat if in Kernal Cruisers opinion the Hirer is not able to take charge of the boat due to ill health or infirmity or if the Hirer is unable to demonstrate a reasonable level

of competence in controlling the boat following The Kernnal Cruisers standard handover procedure. A full refund will be given to the Hirer if The Boatyard cancels the Hire Agreement for this reason and the Agreement shall be discharged without further liability on either the Hirer or Kernnal Cruisers.

7. Lead-hirer

Any group or family hiring a boat from Kernnal Cruisers must nominate a Lead-Hirer. The Lead-Hirer will be the person with whom all official communication regarding the Hire will be conducted by Kernnal Cruisers and the Lead-Hirer will be the boat's skipper for the duration of the Hire and will be responsible for the safe operation of the boat and for the security and safety of the boat its systems the other Hirers onboard and where appropriate other waterways users and their boats.

8. Smoking

Smoking is not allowed onboard.

9. Safety and Training

The canal system is 200 years old and there are inherent dangers in its use and in the use of any boat. The Lead-Hirer is responsible for ensuring that all adults onboard have read the "Boaters Handbook" a copy of which will be available onboard the boat.

A full safety brief and demonstration of the boat's systems and tuition in basic boat handling will be provided by Kernnal Cruisers at the start of the Hire. All Hirers must attend. The Hirer is responsible for ensuring that they comply with all instructions given by Kernnal Cruisers. The Hirer must also comply with all Canal & River Trust (CRT) regulations and instructions given by CRT staff.

A folder containing operating instructions for the boat and its systems will be onboard the boat and it is the Lead-Hirer's responsibility to familiarise themselves with its contents before the boat is moved from its mooring.

Life-jackets or buoyancy aids will be issued to all onboard and recommends that these are worn by all Hirers at all times whilst the boat is underway and whilst working on or walking around locks rivers weirs or other deep water.

10. Late return or non-return of the boat at the end of the Hire Period.

In the event that the boat is returned later than the return time on the Hire Agreement the Hirer shall pay to Kernnal Cruisers a fee of thirty pounds for each half hour that the boat is late. In the event that the boat is left somewhere other than Kernnal Cruisers the Hirer shall pay to Kernnal Cruisers a fee of thirty pounds per hour for the time taken by Kernnal Cruisers to recover the boat to its mooring.

11. Alcohol and drugs

It is illegal to operate a boat under the influence of alcohol or drugs and the Hirer agrees that nobody with a blood alcohol level greater than that which is the current limit for driving a car shall control the boat or be in charge of the boat at any time.

Kernnal Cruisers reserves the right not to handover the boat in the event that any member of the Hirer's party appears to be drunk or under the influence of drugs during the handover process.

Kernnal Cruisers may recover the boat from the Hirer and cancel the Hire

Agreement in the event that it becomes apparent in Kernnal Cruisers opinion that the boat is being operated under the influence of alcohol or drugs. No refund of any monies paid to Kernnal Cruisers will be due to the Hirer in the event that the boat is recovered from the Hirer by kernnal Cruisers under these circumstances.

12. Security

The Hirer agrees to keep the boat locked when nobody is onboard. The Hirer is responsible for returning the boat to Kernnal Cruisers undamaged complete with all the items listed in the inventory and for notifying Kernnal Cruisers as soon as it becomes apparent that any item of the boats inventory has been lost damaged or stolen. The Hirer shall pay Kernnal Cruisers the replacement cost of any missing items plus Kernnal Cruisers reasonable expenses incurred in acquiring any missing items.

13. Damage.

The Hirer is responsible for returning the boat to Kernnal Cruisers undamaged and in a clean condition complete with the inventory of equipment Issued at the start of the Hire Period.

14. Boat's Systems and controls.

The Hirer shall not alter adjust or otherwise interfere with any of the boats gas systems or electrical or mechanical or control systems.

15. Breakdowns.

In the event of any breakdown or failure of the boat's equipment the Hirer shall contact Kernnal Cruisers on 01296 668139 or 07725 184963

The Hirer understands that boats are complicated pieces of equipment relying on many factors to enable them to continue operating. Whilst Kernnal Cruisers will make reasonable efforts to ensure the reliability of the boat and will repair any breakdown as soon as it is able to do so the Hirer understands that Kernnal Cruisers is not responsible for the loss of any cruising time whilst repairs are being completed and the Hirer shall have no claim on Kernnal Cruisers in respect of any breakdown or the failure of any equipment onboard or for any delays caused by repairs to the boat.

The Hirer(s) shall not attempt any repairs themselves or authorise any repairs by a third party without Kernnal Cruisers prior approval.

16. Emergencies

It is the Hirers responsibility to keep track of their whereabouts such that any of the emergency services summoned via a "999" call can be directed to the boat without delay.

17. Accidents

The Lead-Hirer is in charge of the boat and is responsible for its safe navigation and return to Kernnal Cruisers complete with its inventory and equipment. In the event of an accident involving a third party the Lead-Hirer must obtain full names and addresses and contact details for all persons involved and also the boat names and official numbers of any boats involved. It is a requirement of Kernnal Cruisers insurance that the Hirer must not admit nor allow anyone aboard the boat to admit any liability. The Hirer indemnifies Kernnal Cruisers against any loss claim liability or expenses incurred by

Kernal Cruisers as a result of the Hirer acting or failing to act in a manner which prejudices or invalidates Kernal Cruisers insurance cover. Kernal Cruisers insurance does not cover personal accidents or loss or damage to personal effects so hirers and crew are advised to take out their own personal insurance cover.

18. Speed.

The **maximum** cruising speed on all canals is 4 miles per hour/6 kilometres per hour - equivalent to a brisk walking pace. This speed should be reduced to about 2 miles or (3 kilometres) per hour when passing moored craft or when passing oncoming craft or if the boat is creating a wash from the bow or stern

19. Fishing

The Hirer must not allow live bait to be carried onboard the boat. No fish may be landed directly onto the boat. The Hirer is responsible for ensuring that local byelaws relating to fishing activities are observed and that the Hirer has purchased any permits required for the waters in which fishing takes place.

20. Towing

The Hirer agrees not to use the boat to tow another vessel or to be towed by any vessel except under professional guidance in the event of an emergency.

21. Hirer's personal belongings.

The Hirer agrees that all personal belongings brought by them and used or stored upon the boat are used and stored at the Hirer's risk and the Hirer understands that personal belongings are not covered by Kernal Cruisers insurance policy. Kernal Cruisers recommends that the Hirer takes out suitable insurance from a third party to cover the loss of or damage to any valuables that the Hirer might bring to the boat. The Hirer agrees not to take nor allow to be carried on the boat any dinghy, canoe, inflatable, bicycle, barbecue, portable heater, gas cylinder, vehicle, television equipment or any other 240volt electrical equipment other than razors, inflammable liquids or substances, lead-acid batteries, firearms or any other dangerous or hazardous

22. Car Parking.

Free Car parking is provided at Cowroast Marina. Kernal Cruisers cannot be held responsible for any loss or damage to any vehicles while parked on its property.