



TERMS AND CONDITIONS FOR HIRE OF CANAL BOATS Please read very carefully.

The primary concern of Waterways Experiences (WEXP) is that people gain the maximum benefit from access to our boats. In providing a boat to a group WEXP does so on the understanding that the safety of participants overrides all other concerns. Therefore, WEXP volunteers and agents have authority to intervene in any situation which they deem to be unsafe.

1. DEFINITIONS

"The Charity" means Waterways Experiences (WEXP). Waterways Experiences is a Charitable Incorporated Organisation with its registered office at Boat Base, Nash Mills Recreation Centre, Hemel Hempstead HP3 9TE. Charity Number 1156576

- a) "The Hirer" means the person or association making the booking.
- b) "The Leader" means the person in charge from the group and taking responsibility for the group for the duration of the trip
- c) "The User" means all members of the group or family using the facility.

2. BOOKINGS

- a) A confirmed booking is made on the payment of a deposit or a full invoice based on the instruction from the Hirer. The booking then becomes subject to the cancellation provisions outlined in clause 4 below.
- b) A booking is confirmed on the understanding that should the Charity be prevented from honouring it due to circumstances outside its control, e.g. break-down or any other cause, the Charity CANNOT GUARANTEE to provide an alternative, but ALL PAYMENTS shall be returned in full and neither party shall have any further claim against the other.

3. PAYMENT

- a) Deposit payments are due within fourteen days of receipt of invoice.
- b) All balances are due for payment at least twenty-eight days prior to the date of the trip.
- c) For bookings made within this twenty-eight-day period full payment is due immediately on receipt of invoice.

4. CANCELLATION

- a) The Hirer will pay cancellation charges on the total hire cost at the following rates in respect of all bookings made.
 - o four to eight weeks before departure: 20% of the hire cost
 - o one to less than four weeks before departure: 50% of the hire cost
 - o less than one week before departure: 100% of the hire cost
- b) The Charity reserves the right to cancel a booking at any stage without being liable for loss and without obligation to give a reason.

5. SERVICES

The cost of diesel and Calor gas is included in the hire charge.

6. MOBILITY OF PASSENGERS AND WHEELCHAIRS

- a) To ensure the ability to evacuate the boat quickly in case of emergency, the Charity strongly recommends that each passenger with impaired mobility, whether or not in a wheelchair, is accompanied by an adult capable of assisting them to leave the boat.
- b) No more than 6 passengers in wheelchairs are permitted on Sheldrake III, and no more than 4 on Close Shave and Sheldrake II.

7. BUOYANCY AIDS

- a) In the interests of safety, buoyancy aids are available for all passengers. The Charity recommends that any passenger under 14 should wear a buoyancy aid when on the open decks or canal side, but the decision whether to wear one must be made by the responsible adult who will know the capabilities of each child.
- b) The Charity also recommends that any passenger of 14 or over who is uncertain or lacks confidence in a canal environment should wear a buoyancy aid when on the open decks or canal side.
- c) It is the responsibility of the crew to ensure that any buoyancy aid supplied to a passenger is of the correct size and is fitted

securely.

8. PHOTOGRAPHS

Photographs taken and used for promotional purposes will not be used without permission from those being photographed. If you provide copies of your photographs, please confirm that consent has been given for their use on social media and in publicity materials.

9. SMOKING

Smoking is absolutely forbidden anywhere on a boat. This includes e-cigarettes and vaping.

10. ALCOHOLIC DRINKS/DRUGS

- a) The national legal requirements for the consumption of alcohol are to be adhered to at all times.
- b) Users must remain sober at all times.
- c) Illegal drug use is absolutely forbidden anywhere on a boat.
- d) The Charity has the authority to terminate the trip immediately in the event of failure to comply with this Condition.
In this event the Charity will not be responsible for arranging the return of the Users to the boat base.

11. RESPONSIBILITIES OF THE HIRER

- a) The Leader is responsible for the safety of children and vulnerable adults in their party, whether on or off the boat and must ensure that adequate supervision is always given.
- b) The Leader is responsible for washing, cleaning and replacing in storage all crockery, cutlery and other equipment used on the trip.

12. EXCLUSIONS

No responsibility is accepted by the Charity for:

- a) Loss of time or expense through defect or breakdown occurring.
- b) The consequences, delays or restrictions arising from obstructions, closures, repairs or damage to navigational works, flooding, water shortages, exceptional weather events, industrial action, fuel rationing or any other cause whatsoever outside the control of the Charity.

13. INDEMNITIES

The Charity holds public liability insurance for its legal liability to third parties that arise from the Charity's negligence arising from normal use of the boat; this does not provide indemnity to you in respect of any activities undertaken as part of your programme off the boat. Groups must make sure they have suitable insurance cover in place, prior to their trip, for any such activities.

14. PETS

Pets (other than assistance animals) are not allowed inside our facilities, without prior agreement.

15. VARIATION OF TERMS AND CONDITIONS

The Charity reserves the right to add such further conditions or rules as they may reasonably consider necessary relating to the Hirer's booking and may also from time to time waive and modify any of the above Terms and Conditions providing reasonable notice is given to the Hirer and if circumstances allow.