

## HIRE CONDITIONS

### Terms

The hire cost of our vessel includes VAT, if chargeable, and also includes the provision of skipper and one crew member. Transport to and from the barge and meals during the hire period, are not included. Hire is on the understanding that groups are self-catering. You are obliged to leave everything in a clean, tidy condition. You are responsible for any damage or loss sustained during your stay.

### Number in your party

This booking has been entered into on the understanding that the total number in your party shall not exceed 12 persons on a day trip or 10 persons on a residential trip.

### Booking and payment

Bookings from persons under the age of 18 cannot be accepted. A 50% deposit should be returned with the Booking Form **within two weeks** of making your booking with the balance to be paid **four weeks before the date of your trip**. All cheques should be made payable to 'the ethel trust'.

### Availability

The booking is made on the understanding that the 'Ethel' barge will be placed at your disposal on the date stated. In the interest of continued improvement, 'the ethel trust community barge' reserves the right to alter or delete amenities or facilities either advertised or previously available without prior notices.

### Cancellations

#### **'the ethel trust community barge'**

If events beyond our control, eg fire, theft, damage or lack of volunteer availability, require us to cancel your trip less than seven days before departure, the following will apply:

- If you have paid in full - we will rebook your trip and offer you a 50% refund;
- If you have paid the deposit only - we will rebook your trip and you will incur no further costs;
- If you have made no payment - we will attempt to rebook your trip but payment will be due immediately

If we are able to give you more than a week's notice, we will just rebook your trip. However, if we are unable to rebook your trip we will make a full refund of monies paid.

#### **User group**

In the event that your group cancels a trip within seven days of the departure date - and we are unable to rebook that trip - then the following will apply:

- If you have paid in full - you will forfeit your deposit but be refunded the outstanding 50% balance;
- If you have paid the deposit Only - you will forfeit your deposit.

If you cancel with more than a week's notice, then all monies paid will be refunded.

### Wheelchair/disabled users

It is essential that all booking applications from parties including people with special needs, include confirmation as to whether or not the disabled visitor will be accompanied by an individual able to attend their special needs and mobility requirements.

### Smoking

Smoking is only permitted on the fore deck.

### Pets

Guide dogs and hearing dogs only are allowed.

## **Food**

Groups need to supply their own tea/coffee/sugar and milk. Various options are available for lunch.

## **Group supervision and safety**

Group leaders are responsible for assessing the level of carers needed on each trip and ensuring that the number present is adequate. If the group leader has identified a specific risk arising from their group, they should inform the skipper on arrival.

A Health and Safety briefing will be given by the Skipper prior to the trip commencing. Group Leaders are responsible for ensuring that their clients observe these instructions.

Group leaders are responsible for the safety and good behaviour of all group members - on and off the barge - so that a safe and happy time can be enjoyed by all. Our skipper and crew member **will not** act as supervisors.

All passengers under the age of 18 will be required to wear lifejackets when on deck or leaving the boat temporarily. All other passengers will be required to wear lifejackets when leaving the boat temporarily.

Our skipper on the day has the right to cancel the trip booked or to review it if s/he deems supervision to be inadequate.

You will be required to provide the names of users on the Hire Conditions Declaration Form which will be given to you on the barge.

## **Your vehicles**

Vehicles, their accessories and contents are left at your own risk. *'the ethel trust community barge'* will not be responsible for loss and damage thereto from any cause whatsoever, except through the negligence of its servants and/or agents.

## **Educational trips**

Supervision of school trips must be within LEA regulations.

## **Residential trips**

For residential trips please bring pillows, sleeping bags or bed linen/duvets, pillowcases, soap, towels and other bathroom requisites. Please ask your group to bring their belongings in soft bags, as it is difficult to stow away suitcases.

For residential trips we would ask all groups to include our skipper and crew member in their catering arrangements. Please let us know well in advance, if this is not possible.

## **Any shortcomings**

You are asked to notify any shortcomings to *'the ethel trust community barge'* representative immediately so that we can attempt to remedy them for you.

## **Public Liability Insurance**

It is a requirement of our Insurers that groups who are part of a bona-fide business or a registered charity, need to hold Public Liability insurance (minimum indemnity level £2 m) that will protect you for legal liability that may fall on your group as organiser and whilst your representatives are involved on a trip with *'the ethel trust community barge'*. Please note *'the ethel trust community barge'* will not accept responsibility for the negligent actions of you or members of your group.

(For the purposes of the above, the 'Group' shall mean the organisation or an individual organiser booking a trip with the *'the ethel trust community barge'*).

Other groups that do not fall into the above categories will be exempt from this requirement.

We have read and accept the terms outlined in the Booking Form and Hire Conditions. In particular, we confirm that we do have Public Liability insurance (minimum limit of indemnity £2 million any one occurrence) and also that the number of carers/supervisors will be appropriate for this trip.

*(Hire Conditions Agreement, May 2019)*