

**THE BRUCE TRUST**  
**TERMS AND CONDITIONS OF HIRE - 2011**

**1. RESERVATION OF HIRE**

A contract of hire comes into effect only after our Hire Reservation Form has been signed and returned to us together with the deposit of £200 per week of hire plus the cancellation waiver (see 8 (d) below) and we have confirmed the booking in writing.

**2. PAYMENT**

The balance of hire money is payable 12 weeks prior to commencement of the hire period. An invoice will be sent but it is the responsibility of the Hirer to ensure that such balance is paid failing which the contract of hire is determined and all money paid is forfeit.

**3. TRAINING**

Unless the Group Leader of the Hirer has had a minimum of one week's experience, acceptable to us, in operating a canal boat as the helmsman, it is a condition of hire that the Group Leader successfully completes (at the expense of the Hirer) a residential weekend Training Course, full details of which will be provided. If the Group Leader fails to successfully complete the course, we shall be entitled to cancel the hire.

**4. COLLECTION**

Normally on the first day of the hire period the boats operating from Great Bedwyn will be available from 11.00 a.m. at the Wharf, Great Bedwyn, near Marlborough and the boat operating from Lower Foxhanger will be available from approximately 12 noon at the Wharf, Lower Foxhangers, near Devizes but we reserve the right to stipulate a different time and venue if necessary. Unless an alternative arrangement has been made the Hirer **must** arrive within an hour of the stated time for the handover procedure.

**5. ACCOMMODATION**

Accommodation on the Hannah and the Rebecca is strictly limited to a maximum of 12, the Diana a maximum of 10 and the Rachel a maximum of 6. At no time is it permitted for the boat, when cruising, to carry more than 12 people. Pets (other than guide dogs kept under control) are only permitted with our written consent.

**6. GENERALLY**

- a) The Group Leader and all other members of the hire party must behave at all times with due consideration for other waterway users and local residents. Local waterway rules and regulations must be observed at all times.
- b) It is a condition precedent of this contract of hire that the boat will be operated and the Hirer and the crew will act in accordance with the Boat Operator's Manual and the Group Leader's Training Manual, copies of which are provided to Hirers and kept on board the boat.
- c) The toilets on board must be kept in a clean and sanitary condition. The toilets will be empty at the time of collection and should not normally need additional pump-outs but if the hirer chooses to have a pump out then they should pay for it at the time.
- d) Sufficient supplies of diesel and gas for the hire period are provided.
- e) Smoking is not permitted at any time inside the boat. Candles are also not permitted.
- f) All parts of the boat must be kept in a **clean and tidy condition** at all times. Rubbish must be stored in the bins provided and disposed of as often as possible at designated refuse disposal locations.
- g) With the engine running the boat will provide electrical power (240v a/c) to a maximum load of 600 watts. Appliances of greater capacity are not permitted.
- h) Cutlery, crockery and cooking utensils will be provided but **not bedding, pillows or towels**. We reserve the right to seek reimbursement from the Hirer for the cost of replacing any breakages.

**7. RETURN**

The Hirer must return boats hired from Great Bedwyn to the Wharf, Great Bedwyn, near Marlborough (unless any alternative venue is specified in writing) **no later than dusk on the penultimate day of hire**. The boat must then be vacated, in a **clean and tidy condition**, at 9.00 a.m. on the final day of hire. Boats hired from Lower Foxhangers must be returned to the Wharf, Lower Foxhangers, near Devizes (unless any alternative venue is specified in writing) **no later than 9.00 a.m.** on the final day of hire and the boat must then be vacated, in a **clean and tidy condition**, at 9.30 a.m. on the final day of hire. All boats must be handed back to our representative at the end of the hire unless alternative arrangements have been made with us.

**8. ACCIDENTS AND INSURANCE**

- a) The Hirer is responsible for the boat during the period of hire and must report to us full details of any accident, injury or damage as soon as possible after its occurrence. Under no circumstances should the Hirer or any member of the hire party attempt to undertake any repairs whether personally or through any third party.
- b) We reserve the right, at our sole discretion, to require reimbursement from the Hirer of any repair or other costs howsoever arising caused by the actions or inaction of the Hirer or any member of the hire party. The Hirer shall pay us any such repair or other costs within 14 days from the date of our account rendered, failing which we shall, at our entire discretion, charge the Hirer interest on the outstanding debt at the commercial lending rate of Barclay's Bank plc +4%pa. Should we receive from insurers any reimbursement in respect of the damage for which the Hirer is liable and which the Hirer has reimbursed to us, we shall re-pay such proportion of the monies forthcoming from the insurers to the Hirer as in our entire discretion we consider reasonable. The Hirer shall be responsible for the uninsured excess of £150 in any event.
- c) The Trust holds insurance in respect of damage to the boat, property of third parties (incl. passengers) and injury to third parties (incl. passengers). Full details are available on request. Such insurance covers hirers and passengers providing they comply with the terms of the hire agreement and the policy terms and by reason of their interest in the craft. It is the liability of the hirer to take out insurance to cover any risk or liability not covered by the policies of insurance held by the Trust.
- d) It is a condition of the contract of Hire that the Hirer shall pay in addition to the deposit (see 1 above) the sum of £50 per week of hire as cancellation waiver. In the event of the hire being cancelled in writing prior to the commencement of the holiday due to the sickness, injury, death, jury service or witness call of a member of the hire party, then upon receipt of appropriate independent documentation acceptable to us, any hire charges already paid (but not the amount paid in respect of the cancellation waiver) will be returned and the Hirer will not be liable for any unpaid balance of the hire cost.
- e) The Hirer shall not permit the craft hired to be used to tow any other craft.

**9. CANCELLATION**

- a) In the event of cancellation by the Hirer of its booking, other than provided for by 8 (d) above, we will endeavour to relet the hire. We will only be obliged to refund the hire money (excluding the cancellation waiver) if we have been able to relet the hire. Otherwise all money paid shall be forfeited and the Hirer shall, when demanded, pay in full any outstanding balance of the hire money.
- b) Cancellation by us may be necessary for reasons beyond our control such as breakdown or damage to the boat, water shortage, closure of waterways, etc. In such cases all hire money paid will be refunded but no liability will be accepted for any expenses or consequential damages or costs howsoever incurred by the Hirer.