

Ouse on Board

Terms and Conditions of Hire

These terms and conditions set out the entire agreement between Ouse on Board (hereinafter known as 'OOB') and the Hirer as specified on the Booking Form. No officer or volunteer of OOB is entitled to verbally amend these conditions: any amendment must be in writing and signed by the Chair of OOB and the Hirer.

DEFINITIONS

OOB	Ouse on Board. Registered address, 153 Main Street, Witchford, Ely, Cambs, CB6 2HP. Operating from permanent mooring at Upware Environment Agency Moorings, Commissioners Drain (Burwell Lode), CB75YQ
OOB Qualified Skipper	A person who has passed an OOB helmsman course or has a current CCBM/IWA or equivalent permit with proof and has done an OOB induction course.
Hire Group	All those persons using Ouse on Board during the period of the hire.

1. RESERVATION OF HIRE

This contract of hire comes into effect only after: OOB's booking Form has been signed by the Hirer and returned to OOB, the deposit has been received, OOB has confirmed the booking and issued a booking reference.

2. PAYMENT

The balance of hire money becomes due after the hire period, within 14 days of receiving the final invoice from OOB. It is the responsibility of the Hirer to ensure that such balance is paid, failing which the hirer will not be allowed to make future bookings.

- a. No hire will commence unless all deposit owed to OOB by the Hirer have been paid.
- b. If the Hirer cancels within 28 days of the commencement of the hire then the deposit fee is non-refundable.
- c. The full balance of the hire fee is to be paid to OOB at least 14 days after receiving the final invoice. This will be invoiced by OOB, taking into account the hours recorded on the engine and any significant damage sustained.
- d. If the full balance of the hire fee has not been paid to OOB 28 days prior to the commencement of the hire then OOB shall be entitled to cancel this agreement to enable OOB to re-let the boat(s) to an alternative hirer.

3. BOAT USAGE

- a. The safe navigation of each boat shall be the responsibility of and controlled by an OOB Qualified Skipper. An OOB Qualified Skipper may only be responsible for and control one boat at a time.
- b. The Boat must not be navigated at night without the express permission of the OOB Chair.
- c. The Hire Group must not tow any other craft without OOB's permission. This includes but is not limited to other motor craft, sail boats, dinghy's and canoes.

4. HANDOVER

The handover of the boat will take place at the time and date stated on the Booking Form. OOB has the right to refuse to handover the boat if, in the opinion of OOB's representative performing the handover, the Hire Group will pose an unacceptable safety risk to themselves or to others. OOB further reserves the right to terminate the hire at any time should it become apparent that the Hire Group is not using the boat in an acceptable manner or in breach of these terms and conditions.

5. ACCOMMODATION

- a. Accommodation is limited to a maximum of 12 persons. At no time is it permitted for the boat, when cruising, to carry more than 12 persons. Pets are only permitted with the consent of OOB's Chair.
- b. Safeguarding and night time regulations are the responsibility of the Hirer. All OOB skippers have current DBS checks but are not directly responsible for any young people on board above their responsibility as skipper.

6. GENERALLY

- a. The Hire Group 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, a copy of which can be found on board if required.
- b. The boat must be operated by the Hire Group in accordance with the Boat Operator's Manual, a copy of which can be found on board if required.
- c. The Boat must be kept in a clean and sanitary condition. Rubbish must be stored in the bins provided and disposed of at refuse disposal locations (see map) and at the end of the Hire.
- d. The toilet waste cassettes will be empty at handover. These should easily last for 24 hours and waste disposal points are marked on the map. When possible Hirers are encouraged to use facilities on shore. Hirers must empty the toilet by the end of hire.
- e. Fresh potable water will be provided at commencement of hire, but it is the responsibility of the hirer to refill this with fresh and potable water as and when

needed from river-side water points, these are marked on the map, The water tank should not be used for drinking where possible. The boat is not used frequently and the water in there may have been in there for a while. Portable water should be used for this where possible and water containers are provided.

f. Smoking is not permitted at any time on the boat. The use of any item or device with a naked flame is not permitted with the exception of the permanently installed appliances. This includes the used of Vapes and E-Cigs.

g. 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.

h. The Hirer must make their own enquiries of any planned canal works or closures that might affect their proposed route, for Anglian waterways:

<https://www.gov.uk/guidance/anglian-waterways-river-conditions-closures-and-restrictions>

7. OOB SKIPPER

At times when an OOB Skipper has been provided as agreed between OOB and the Hirer, the Skipper will take responsibility for 6. b,c,d,e,g and h. Co-operation regarding the clean and tidy condition of the boat is requested during the hire period. 5.a, the skipper reserves the right to terminate the hire if the Hire Group are not behaved. A responsible person (over 18) must be in charge of the Hire Group during the hire.

8. HANDBACK

a. The Hirer must return the boat on the date and time stated on the Booking Form. OOB must be informed as soon as possible of any delay in the return of the boat that is expected to exceed 2 hours. OOB reserves the right to charge for late returns of the boat in excess of 4 hours where the delays were avoidable.

b. Boats must be returned in a clean and tidy condition, with crockery, cutlery and cooking utensils wash, dried and returned to their places; all rubbish disposed of. OOB reserve the right to charge an additional fee for professional cleaning services to return the boat to a re-hireable condition.

9. INSURANCE

a. The Hirer is responsible for the boat during the time between handover and handback. The hirer must report to OOB as soon as reasonably possible full details of any incident that might result in a claim for compensation to be made against OOB or its insurers.

b. We reserve the right to charge the Hirer for any repair or other costs howsoever arising from the actions or inaction of the Hire Group.

c. It is the responsibility of the hirer to take out insurance to cover any risk or liability not covered by the policies of insurance held by OOB.

10. CANCELLATION

a. In the event of cancellation by the Hirer the following monies will be refunded:

i. Cancellation more than 28 days before the commencement of the hire:
Refund of the deposit

ii. Cancellation 28 days or less before the commencement of the hire: No refund of any deposit.

b. Cancellation by OOB may be necessary for reasons beyond our control (Force Majeure). In such cases all hire monies paid will be refunded but no liability will be accepted for any expenses or consequential damages incurred by the Hire Group.

11. CURTAILMENT

The Hirer must make their own enquiries of any planned canal works or closures that might affect their proposed route for example <https://www.gov.uk/guidance/anglian-waterways-river-conditions-closures-and-restrictions>.

12. DATA PROTECTION

We will hold your booking information for 5 years for use in statistics and marketing and legal use. If you wish to be removed from our Data base please inform the OOB. The handling and collection of any personal customer data is processed with local law and is not sold to third parties.