

1. BOOKING

- 1.1 This booking is between you ('the Hirer') and Midway Boats Limited ('the Company') for the day hire date of.....

2. APPLICATION

- 2.1 These conditions apply whether or not a contract of hire has been entered into as a result of a quotation being offered and accepted or whether a contract has been made verbally or in writing.

3. QUOTATIONS

- 3.1 Quotations are made subject to the boat suiting the Hirer's requirements being available at the time of acceptance. Quotations are based on costs prevailing at the time and in accordance with details provided by the hirer.

4. TERMS OF BOOKING

- 4.1 A non-refundable deposit of £50.00 will be required at the time of booking.
- 4.2 The balance of the hire is payable the day of hire prior to taking the boat.
- 4.3 Payments may be made by credit card, cash or by cheque, made payable to 'Midway Boats Limited'.
- 4.4 A damage deposit of £100 must be paid at the time of booking. This will be returned in full on the return of the boat in the same condition as prior to the hire. Alternatively for an extra payment of £20 we will cover any damage caused.
- 4.5 Full contact details for the Hirer must be provided prior to booking.
- 4.6 The number of people in the party must be provided prior to booking.
- 4.7 The Company will not accept bookings from hirers under the age of 18 years.
- 4.8 The Company reserves the right to refuse to hand over the boat to any person, who in their opinion is not suitable to take charge.
- 4.9 Non-fulfilment of the booking due to maintenance, interruptions, damage, problem or defects in cruising or severe adverse weather conditions.
- 4.10 A refund of the full amount of the booking will be paid if the booking has to be cancelled due to the fault of the Company.

5. CONDITIONS OF HIRE

- 5.1 No more than 8 people may be aboard the boat at any time. You may not exceed the boat's maximum capacity of 8 people. We reserve the right to terminate the hire immediately if we believe that the capacity has been breached.
- 5.2 The boat is available to hire all year round from 9.30am to 5.00pm.
- 5.3 You must arrive at the Marina on the day of hire at 9am for a briefing about the use of the boat.
- 5.4 If the boat is returned after 5pm you will be charged £20.00 per hour for each hour it is late.
- 5.5 The boat must not pass through any locks.
- 5.6 Life Jackets are provided for the Hirer and all their party at no extra charge. All children must wear a life jacket at all times while on board the boat.
- 5.7 Pets may not be taken on the boat.

6. INSURANCE

- 6.1 The company insures the boat against public liability risks.
- 6.2 The policy does not cover personal accident or the Hirer's personal belongings.

7. SAFETY RULES

- 7.1 The Hirer agrees to observe all the following rules relating to Health and Safety of the person on the boat, other persons and the boat and other property: -
- a. Not to use the boat to tow other crafts
 - b. To observe the 4mph speed limit.
 - c. Not to allow any portable heaters, dinghies or inflatable on the boat.
 - d. Not to allow on board any inflammable liquids, substances, gas cylinders, car batteries, firearm or any other item which have the potential to cause harm.
 - e. The boat is not to be controlled by a person under the age of 18 yrs at any time or who is under the influence of alcohol or drugs
 - f. All byelaws and British Waterways instructions and advice must be adhered to.
 - g. Life jackets are recommended for all persons but must be worn by children under the age of 18 yrs

8. ACCIDENTS

- 8.1 The Hirer is responsible for the safe navigation of the boat. If there is any accident or damage to the boat, the hirer must: -
- a. Obtain the names and addresses of any people aboard another boat involved, including the boat owner.
 - b. Notify the boat owner immediately with details of the damage.
 - c. Not under any circumstances admit or allow any other person aboard the boat admit liability.
- 8.2 If the Company's insurance is invalidated or affected by any act of the Hirer then the Hirer shall indemnify the company in respect of all liability claims, loss, damage or expenses incurred.

9. EXEMPTION

- 9.1 The Company shall not be liable for any matter arising which was out of the reasonable control of the Company at the time of its occurrence and was not due to the negligence of the Company, including: -
- a. Death or personal injury of the hirer or their crew.
 - b. Loss or damage to property.
 - c. Non-fulfilment of the booking due to maintenance, interruptions, damage, problem or defects in cruising or severe adverse weather conditions
 - d. A refund of the full amount of the booking will be paid if the booking has to be cancelled due to the fault of the Company.

I have read the above and agree to be bound by these terms and conditions of hire.

Signature of Hirer

On behalf of Midway Boats Ltd

Date