

Bear Boating Ltd – Terms and Conditions

Definitions - The following definitions apply to the document "Bear Boating Terms and Conditions". "the Company" means Bear Boating Limited. "the Hirer" means the person or persons named in the booking confirmation. Where there is more than one Hirer they shall all be individually responsible and liable under the agreement. "the Conditions" means the conditions set out in this form. "the price" means the price for the booking set out in the booking confirmation. "the start date" means the date when booking starts as set out in the booking confirmation. "the end date" means the date when the booking ends as set out in the booking confirmation.

The booking - A Hirer must be 21 years or over when a booking is made. The Hirer accepts that a booking is made as a consumer and acknowledges that no liability can be accepted by Bear Boating Ltd for any business losses howsoever suffered or incurred by the Hirer. On making your booking the Hirer enters into a contract with Bear Boating Ltd which is subject to these booking conditions. A written booking confirmation will be issued to the Hirer shortly after a booking is made. Following receipt of a booking confirmation the details must be checked by the Hirer. Any details that are not correct must be reported by the Hirer to Bear Boating Ltd immediately. Should no changes to the confirmation be received by Bear Boating Ltd then the details in the confirmation of booking shall be correct. Bear Boating Ltd reserves the right to refuse any booking prior to the issue of our written confirmation. Any bookings refused by Bear Boating Ltd will be confirmed in writing and any payments refunded. All bookings are made subject to these terms and conditions.

Payment - A 30% deposit is required from the Hirer at the time of booking. Written confirmation will be sent by Bear Boating Ltd once cleared funds are deposited in Bear Boating Ltd's bank account. The remainder of the price of the hire must be paid eight weeks prior to the start date of the hire. Any bookings made within eight weeks of the start date of the hire must be paid in full at the time of booking. The price includes any VAT and is quoted in pounds sterling.

Cancellation and Changes to the booking - Bear Boating reserves the right to cancel any booking. Should any booking be cancelled by Bear Boating Ltd then a full refund of all monies paid by the Hirer will be made. No compensation will be paid by Bear Boating Ltd in the event of a cancellation by Bear Boating Ltd. Bear Boating Ltd reserves the right to change the booking of a boat to an equal quality boat. No compensation will be paid by Bear Boating Ltd if such a change is made. If the booking is cancelled by the Hirer then a cancellation charge will be made by Bear Boating Ltd in accordance with the following:

- Cancellation prior to 8 weeks before the start date the cancellation charge will be the full deposit.
- Cancellation between 8 weeks before the start date and 4 weeks prior to the start date the cancellation charge will be 50% of the price.
- Cancellation within 4 weeks prior to the start date the cancellation charge will be 100% of the price.

Any changes to the booking made by the Hirer will incur a handling fee of £25.

Safety on Board and for Other Users - In the interests of safety the Hirer agrees to comply with the following rules at all times:

- Not to tow other craft or allow the boat to be towed excepting only professional assistance in the event of breakdown or emergency.
- Not to cruise after sunset or before sunrise. Bear Boating Ltd's boats are equipped for daytime use only.
- To observe all speed limits.
- Not to cruise at a speed which create a breaking wash or disturbs or inconveniences other waterway users.
- Not to race.
- Not to take or have on the boat any portable heaters, 240 volt electrical appliances (other than electric razors and hair Straighteners), any inflammable liquids or substances, gas cylinders, car batteries or any other items which might create dangers or hazards.
- Not to use the boat for business purposes.
- Not to allow the boat to be occupied by persons other than those named in the booking confirmation.
- Not to allow on board more than 10 persons at any time.
 - To give way to cargo boats, sailing craft, rowing boats and other human propelled craft.
- Not to take the boat on to sea or tidal waters.
 - To cruise only on British Waterways approved canals and rivers.
- Not to have or carry any live bait on the boat.
 - To observe all byelaws and navigational limits.
 - To observe all instructions of British Waterways employees.

Hire Period, Collection and Return of the Boat - The Boat will normally be available between 1.00 pm. and 4.00 p.m. on the start date. The boat will be available either at Apperley Bridge or at a location near to Barnoldswick Marina. The Hirer should arrive at Apperley bridge in good time to allow the handover. In the case of a one way Hire travelling back towards Apperley Bridge Marina then the Hirer should allow one hour for the transport to the boat following completion of all paperwork at Apperley Bridge Marina. Car parking is included in the price, for one car per boat. The Hirer must notify the Company as soon as possible if the estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to the Hirer. There will be no rebate of the Price for late arrival nor will the Company accept responsibility for any overnight costs which the Hirer may incur if the Hirer fails to reach the boat during normal working hours. Before the Hirer takes command of the boat the Company will give the Hirer such instructions, demonstrations and trials as are appropriate and the Hirer will then be required to check and sign the inventory of the Boat and the hand over sheet. In the event that the boat is not available on the Start Date due to any circumstance for which the Company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall immediately refund the Hirer with the Deposit and any other payments the Hirer has made. The boat must be returned to Apperley Bridge Marina or other place agreed at the time of hiring or handover and vacated by the Hirer before 9.30 am on the end date. If the Hirer returns the Boat late or to the wrong then the Hirer will be liable to pay £25 for every hour or part hour of the delay in returning the boat or giving possession. The Hirer will also be liable for the cost of recovering the boat to the return point and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of any subsequent booking. The Company reserves the right to change the places of handover and return for operational reasons. In such event the Company shall be obliged to give the Hirer written notice of the change (which may be by email)

Insurance - The Company insures the boat and equipment and against public liability risks. The Company's policy excludes personal accident or the Hirer's personal belongings. Bear Boating Ltd recommend therefore that all Hirers and members of their party make their own insurance arrangements. The Company's policy excludes damages arising from late return of boat. The Company's policy excludes damages arising from the return of the boat in unclean condition. The Company's policy excludes the first £1000 of any claim. The Hirer will indemnify Bear Boating Ltd from and against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

Maintenance, Repairs, Damage and Breakdown

The Hirer is responsible for and will keep and maintain the boat and its equipment and contents and shall return the same at the end of the hire term in accordance with the Company's instructions and in good clean and tidy order and condition.

The Hirer shall notify the Company immediately by telephone in the event of breakdown, damage, theft or loss and shall provide full details and comply with the Company's instructions. The Hirer must not undertake or have undertaken any repairs, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted. The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers. The Hirer shall notify the Company if any of these operations cannot be carried out without risk of accident or damage and shall comply with the Company's instructions. Otherwise the Hirer shall be liable for any loss or damage incurred.

Brochure

The specifications of boats, their accommodation, facilities and equipment in the brochure or web site are intended as a general guide but the Company shall not be liable in the event of any insubstantial differences in the boats supplied and reserves the right to make modifications. In particular alterations may occur during rebuilding or refitting, boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If the Hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking.

Accidents - The hirer is responsible for the boat's safe navigation and must take all reasonable care. No minor may be left in control of the boat without the direct supervision of an adult. In the event of damage to the boat, caused by the hirer and/or a third party, no responsibility can be accepted by the company for loss of time or cost of alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat or any other craft or to waterway property the hirer must:

- record the name of any other boat involved including names, addresses and phone numbers of its Boat Operator and hirer (where applicable);
- Immediately report these facts to the company with full details and the extent of the damage
- Confirm the full facts in writing to the company immediately on return from holiday quoting the booking reference number.

In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Company in respect of all liability claims, loss, damage or expenses incurred. The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Waterway Authority for damage to waterway property or loss of water. No repairs may be put in hand without the companies consent. On returning the boat at the end of the holiday the hirer must inform the company of any damage, losses or thefts.

Hirers Property and Car Parking - Vehicles may be left at the Marina at the owner's risk. The company will not be liable for any loss or damage to a hirer's vehicle or contents except by negligence on the part of the company. Hirers are particularly advised not to leave any valuables or portable items in their vehicles. One vehicle per boat may be left within the gated parking area of the Marina. The Company may take such action as may be necessary to silence car alarms in the car park and to recover the costs from the Hirer. The Company may return Hirer's property left behind on the boat following receipt of payment for postage and packing. Property not claimed within two months from the end date will be disposed of by the Company.

Pets - A maximum of two pets are allowed on the boat. Hirers must provide their own pet baskets, blankets, towels and feeding bowls. All pets must be properly house trained or caged as appropriate; they must never be left unattended and may not be allowed on bedding or upholstery. Pets are not covered under the Company's Insurance Policy and the Hirer shall be liable for any damage or loss caused by them. In addition the hirer must remove all hair from the boat before departure and generally leave the boat in the condition it was at the start of the hire. Any damage caused by pets, such as scraping or damage to furniture, is not part of any fair wear and tear and repairs will be charged as quoted by local tradesmen. Any excessive cleaning will be charged at £25 per hour.