

# MILTON KEYNES MARINA LIMITED

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## MK AFLOAT CONDITIONS OF HIRE

Please read these conditions carefully. They are part of the agreement and contain legal obligations and liabilities of the Hirer.

### 1. Definitions

In these conditions and the agreement:

“the Company” means Milton Keynes Marina Ltd.

“the Hirer” means the person named in the booking confirmation.

“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.

### 2. Booking Agreement

2.1 A booking is a legal agreement. Submission of completed booking form is an offer by the Hirer to hire and the booking agreement is made only if and when the Company confirms the booking by written booking confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding, the agreement includes these conditions which the client accepts having read and agreed them.

2.2 The entire contract between the Company and the Hirer is contained in these Conditions and the booking form and no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions.

Nor is any person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with written permission of the Company signed by the proprietor. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company to induce the Hirer to enter into the contract and that any other statements or representations do not form part of the contract.

Any liability of the Company and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law.

### 3. Group Bookings, Age Limits and Unsuitable Hirers

3.1 The full name and address of the Hirer must be entered on the Booking form. Any changes before the start date must be authorised by the Company.

3.2 The Company will not accept bookings from hirers under 21 years old.

3.3 The Company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event and provided that the Hirer is not in breach of condition 3.2 the Company will refund any monies paid and the contract shall be discharged without further liability on either party.

3.4 The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given in Conditions 3.3 or if the Hirer is not behaving responsibly or if the boat or any persons are at risk, in this event the Hirers shall remain liable to pay the hire price and no refund shall be due and the security deposit shall be forfeit .

#### **4. Cancellations and Changes**

4.1 The agreement (including payment terms) is a legally binding contract and may not be cancelled or amended except as provided in the conditions.

4.2 A Hirer who wants to cancel a booking must notify the Company immediately by telephone and at the same time confirm in writing.

4.3 For a Hirer who wants to cancel a booking the hire charge will be forfeit, the Company may at its discretion waive the price (or part of it) less £10 administration expenses if the boat is re-let.

4.4 A Hirer who wants to change the date of the booking may be charged an administration fee of £10 per booking, no hire date changes will be accepted within 28 days of the hire date.

#### **5. Hire Period, Collection and Return of the Boat**

5.1 Boats will normally be available from the time stated on the booking confirmation on the start date and will be returned and vacated by the time stated on the booking confirmation at the latest or as otherwise advised at the time of handover.

5.2 The Hirer must notify the Company of any likely delay in arrival as soon as possible by letter or if this is not practicable by telephone.

5.3 Before the Hirer takes the boat over the Company will give the Hirer such instructions, demonstrations and trials as it thinks fit and require the Hirer to check and sign the handover sheet.

5.4 In the event that the boat is not available because of circumstances beyond the Company's control (for example damage, mechanical breakdown, late return) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged.

5.5 The boat must be returned to base and vacated by the Hirer by the time stated on the end date and the Hirer is responsible to allow enough time to ensure prompt return. In the event of late return, the Hirer shall be liable for the £75 deposit to be withheld in its entirety for the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay including any loss of or claim under

subsequent booking. This condition is strictly enforced in the interest of subsequent hirers of the boat because the Company may not have time to fit out and deliver the boat on time to subsequent hirers.

5.6 The Hirer is responsible to return the boat to base. If the Hirer fails to do so except for unavoidable cause, the Hirer will be liable to pay the Company the cost of recovering the boat.

5.7 The Company reserves the right without liability to hand the boat over at and/or to require the boat to be returned to a site other than Milton Keynes Marina if operational circumstances make this necessary.

## **6. Prices and Payment**

6.1 Prices are inclusive of VAT subject to no changes in the VAT rate before the Hirer has paid the price in full. The booking confirmation and booking invoice are not VAT invoices.

6.2 Prices are in pounds sterling. The Hirer shall reimburse the Company on demand for any expenses incurred in re-presenting cheque's, or otherwise in obtaining cleared sterling funds of the amount due on the due date. Payment is not made until cash or cleared funds have been received by the Company.

6.3 The hire charge must be sent with the booking application.

6.4 Time of payment shall be of the essence of the contract.

## **7. Insurance and Security Deposit**

7.1 The Company insures the boat and equipment and against public liability risks. The policy does not cover personal accident or the Hirer's personal belongings and the HIRER IS STRONGLY ADVISED TO MAKE HIS OWN INSURANCE ARRANGEMENTS.

7.2 The Company's policy excludes damage arising from late return of boat and return of boat in unclean condition or damage caused by pets. It does not cover the first £500 of any claim.

7.3 The Hirer will indemnify the Company from and against all costs, damage, expenses, liability and claims howsoever arising from negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

## **8. Safety and Other Rules**

8.1 The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property:

No one to sit or climb into the roof.

Everyone should ensure that they remain inside the profile of the boat whilst it is in motion.

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. The boat is equipped only for daytime use.

To observe all speed limits, not to race and not to cruise at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.

Not to take or have on the boat any dinghies, inflatable's, portable heaters, inflammable liquids or substances, gas cylinders, car batteries, firearms or any other items which might create dangers or hazards. BBQ's are not to be used onboard.

Not to use the boat for business purposes without the prior consent of the Company.

To allow the boat to be occupied by a maximum of 12 persons.

To give way to working boats, rowing boats and other human propelled craft. Not to take the boat beyond the agreed cruising limits. To cruise only on Canal & River Trust approved canals.

Not to take the boat through any locks.

Not to have or carry any live bait on the boat. At all times to observe all bylaws, navigational limits or instructions and advice of Canal & River Trust and other navigational authorities and the Company and their respective officers and employees.

To remove from the boat all rubbish generated by the hiring party, and to dispose of this off-site from the Marina itself.

8.2 The Company reserves the right at its discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

## **9. Accidents**

9.1 The Hirer is in charge of the boat and is responsible for its safe navigation. In the event of any accident or damage to the boat, other craft or the waterway the Hirer must:

9.1.1 Obtain and record the name of any other boat and names and addresses of all parties involved including the other boat owner and other hirers.

9.1.2 Notify the Company by telephone immediately with full details of the accident including damage incurred and information under 9.1.1

9.1.3 NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW ANY OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON

9.1.4 Not carry out or have carried out any repairs without the consent of the Company.

9.1.5 Proceed in accordance with and follow the Company's instructions.

9.2 In the event of accident, the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company.

9.3 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.

9.4 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.

## **10. Maintenance, Repairs, Damage and Breakdown**

10.1 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.

10.2 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 repair or replacements by the Hirer without the Company's approval will not be accepted.

10.3 While the boat and the contents are insured the Hirer shall be primarily liable to indemnify the Company in respect of any damage or loss arising from any failure of the Hirer to comply with his obligations under the conditions or from carelessness or negligence.

10.4 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.

## **11. Hirer's Property**

11.1 Vehicles may be left entirely at owner's risk in the Company's car park. The Company will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other personal property on the boat or elsewhere or howsoever caused except by the Company's negligence. Hirers are particularly advised not to leave any valuables or portable items in the car.

11.2 The Company may take such action as may be necessary to silence car alarms in the Company's car park and to recover the costs from the Hirer.

11.3 The Company may return Hirer's property left behind on the boat if claimed and 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.

## **12. Fuel**

12.1 The boat is handed over ready fuelled and the price includes the cost of reasonable fuel consumed.

## **13. Pets**

13.1 Pets are allowed on the boat.

13.2 Hirers must provide their own pet baskets or blankets.

13.3 All pets must be properly house trained or caged as appropriate, must never be left unattended, and may not be allowed on upholstery.

13.4 Pets are not covered under the Company's Insurance Policy and the Hirer shall be liable for any damage or loss caused by them.

#### **14. Complaints**

14.1 The Hirer must check the boat and its contents and equipment fully on arrival at the Marina and notify the Company of any alleged deficiencies or shortcomings before the boat leaves the Marina.

14.2 The Company shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period. The boat may then have been taken over by another hirer and may not be available for inspection.

#### **15. Exemption**

15.1 The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company's negligence or wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss of or damage to property, non fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions on cruising, obstructions, repairs or damage to waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non availability of fuel or in respect of any consequential loss, damage, expense, injury or claim.

#### **16. Brochure**

16.1 The specifications of boats, their accommodation, facilities and equipment in the brochure 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, 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.

#### **17. Jurisdiction**

17.1 The contract between the Company and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English Law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceedings against the Hirer from the courts of any other country.

#### **18. Waiver**

18.1 No indulgence, forbearance or delay by the Company or delay permitted by the Company shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other or subsequent breach.

## 19. Severance

19.1 The conditions are considered reasonable by the parties. Any avoidance, restriction or limitation upon them or their effect by statute shall be limited to the Condition or part of the Condition and the issue to which it specifically relates. If any condition is found to be invalid and would be valid if modified by extension of time or otherwise it shall at the option of the Company take effect with such modification or amendment as may be necessary to make it valid and effective.

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*Milton Keynes Marina is a member of the British Marine Federation and Boat Retailers & Broker Association*