

TERMS & CONDITIONS OF BOAT HIRE

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1 INTRODUCTION

- 1.1** This document is intended to provide useful information for hirers and its contents also form the booking conditions of 'London Narrow Boat Project' trading as 'LNBP Community Boating at Braunston'. **Charity Registration** No: 1047777. **Company Limited by Guarantee** No: 02718582.

Descriptions of craft on our website are generally accurate, but LNBP shall not be liable for any minor inaccuracies that may exist.

2 DEFINITION

In this document, the phrase "LNBP", "LNBP at Braunston", "the Project" [or "we", "us", "our"] shall mean London Narrow Boat Project (trading as LNBP Community Boating at Braunston) and shall include its officers, employees, trustees, servants and agents, whether voluntary or otherwise; the phrase "the Hirer" [or "you", "your"] shall mean the person/s and/or organisation signing the relevant Application Form/s and where the context so requires shall include all persons included in the Hirer's party and/or cruising group, and shall include prospective self-Steerers and any other persons attending London Narrow Boat Project Training and Assessment Courses. The phrase "Booking Conditions" shall mean the complete contents of this document.

CCBM means 'Certificate of Community Boat Management'. Waterways Authority (WA) means the Canal & River Trust (CRT). DBS means Disclosure & Barring Service. NCBA means National Community Boat Association.

3 TYPES OF BOOKINGS

3.1 Project Skippered Booking

We provide one qualified skipper per boat to accompany your group. Our Project Skipper can discuss your proposed trip with you to help to make the most of your group's time away - whether you are planning a holiday booking or one with social and educational objectives. The group must provide at least two adult Leaders per boat for the duration of the booking who will be responsible for the group and who must maintain good order and reasonable discipline among the group throughout the hire period. These adults will be responsible for the behaviour, actions and defaults of the whole group.

Our skipper has a separate cabin on board and there is accommodation for a group of a MAXIMUM of 12 persons on board excluding the Project's Skipper. We would appreciate it if the Hirer would please liaise with the Skipper to include him/her in catering arrangements during the trip.

3.2 Self-steer Booking

It is possible to book our boats without having an accompanying Project Skipper. Some of the more experienced leaders prefer this. We refer to this as 'self-steering' and it is only allowed when we have formally approved at least one of the adults on each boat in the group as a "Self-steerer". To become a self-steerer you must hold a valid Certificate in Community Boat Management [CCBM], or higher award. Often, all the adults with the group attend such a course before their hire. The approved Self-steerer must be on board, one per boat, for the whole booking. In addition to the approved Self-steerer, there must be at least one other adult on each boat for the duration of the booking. These adults will be responsible for the group and must maintain good order and reasonable discipline among the group throughout the hire period. You will be responsible for the behaviour, actions and defaults of the whole group. The rule of a MAXIMUM of 12 persons in the group still applies, INCLUDING the self-steer skipper(s). Please note that the RYA Inland Waterways Helmsman's Certificate does not qualify a person to be a self-steer skipper.

3.3 Combination Booking

The number of persons in your group may require 2 boats. A Combination Booking is when there is one Project Skippered boat and one Self-steer boat. The above requirements apply to each boat according to which type of skipper is on board. A combination booking can be very re-assuring for a 'new' self-steerer.

4. GENERAL

4.1 Hirers

- 4.1.1 LNBP does not accept bookings from hirers under the age of 18 years, nor will it approve a person under the age of 18 years as a self-steerer. Accompanying leaders must be 18 years or over.
- 4.1.2 Hirers are not permitted to use the boats for sub-letting, for financial gain or any form of fee-paying activities.
- 4.1.3 In cases where the group contains special needs members, the hirer will need to increase the number of accompanying adults to a satisfactory level. The design of the boats does not unfortunately facilitate wheelchair access, nor can we accommodate people with severe physical handicaps.
- 4.1.4 No child must be younger than 8 years of age. Each boat has 2 cabins in addition to the saloon and can accommodate mixed sexes without embarrassment.
- 4.1.5 The maximum number permitted on any boat at any one time is twelve persons (INCLUSIVE of accompanying leaders and accompanying self-steerers, but exclusive of a Project Skipper engaged by LNBP, who alone may constitute the thirteenth person).

This maximum number includes even day visitors whilst the boat is moored and visitors from any other boat, at any time, including another LNBP boat.

- 4.1.6 LNBP reserves the right not to accept a booking from, or to hand over a boat to, any person or organisation which it considers to be unsuitable and reserves the right not to give a reason for such action.
- 4.1.7 All hires of six or more days MUST submit their cruise plan beforehand, and have this agreed. This is done via the Booking Officer.

4.2 Making a Booking

- 4.2.1 Please give as much detail as possible on the booking form.
- 4.2.2 The booking agreement is made on your receipt of the invoice after return to LNBP of the completed booking form. Payment of a conditionally refundable Damages/Security Deposit and part of the hire fee as indicated is immediately due and these conditions of hire apply. LNBP will confirm your booking after receipt of the conditionally refundable Damages/Security Deposit for each boat and/or part of the hire fee as indicated.
- 4.2.3 Payment in full must be completed not less than four weeks before the start of the booking. Failure to pay the deposit or balance of hire fee on time will result in the hire being cancelled.
- 4.2.4 Within 28 days after the hire period, LNBP will refund to the hirer the Damages/Security Deposit paid, less any extra costs incurred by reason of loss of or damage to equipment or of a third party making a claim against LNBP as a result of the booking concerned. The total of such deductions, if any, shall be determined by LNBP at its sole discretion. The hirer may request LNBP retain a deposit paid against a future planned booking.
- 4.2.5 Details of current hire rates are on the LNBP web site.

4.3 Cancellation by the Hirer

- 4.3.1 The hirer is free to cancel the booking at any time by writing to LNBP.

In case of cancellation less than four weeks but more than two weeks before commencement of the hire period, fifty percent (50%) of the hire fee will be forfeited and if the cancellation is less than two weeks before commencement of the hire period, seventy five percent (75%) of the hire fee will be forfeited. The only circumstances in which the hire fee would not be forfeited are:

- a) if, at the entire discretion of LNBP, an alternative booking for the same period is made by another hirer which materially avoids the loss of income, or
 - b) an unforeseeable natural event results in material system closures that makes the planned trip and any alternative routes effectively impossible, such as central Government dictate (e.g. during Covid) or wide-ranging stoppages imposed by CRT due to lack of water.
- 4.3.2 You are advised to take out insurance cover against the possibility of cancellation; this could be due to illness of the leader, for example.

4.4 Cancellation of a booking by LNBP

4.4.1 LNBP will do its utmost to provide the bookings that are confirmed. However, should the boat(s) booked be unable to be used for any reason, or if we are unable to provide a Project Skipper (when applicable), or if there are circumstances beyond the Project's control which prevent the booking taking place, or if it is necessary for LNBP to cancel the booking for whatever reason, LNBP will refund the total of all payments made by the hirer to LNBP in respect of that booking, but LNBP will be under no further obligation or liability to the hirer, and the hirer will have no further rights in this respect..

4.5 Financial Assistance

- 4.5.1 LNBP exists to enable all community organisations including those participants with special needs to experience life on the Waterways. We appreciate that some of our groups and/or group members come from difficult circumstances and sometimes there are financial problems.
- 4.5.2 LNBP maintains a bursary fund, funded by project members and external donors, to assist financially in appropriate circumstances.
- 4.5.3 If your group or a member of your group has this sort of financial challenge, please contact our Bookings Officer who can advise you as to the level of assistance that may be available from the Project.

4.6 Covered by the Hire Charge

- 4.6.1 A suitably qualified skipper (unless a self-steer group).
- 4.6.2 Hire of the boat, gas, and fuel for unlimited mileage.
- 4.6.3 Toilet holding tanks pumped-out, and the boat fully cleaned at the commencement of hire.
- 4.6.4 Use of the comprehensive inventory including buoyancy aids / lifejackets and pillows. See Inventory on Board.

4.7 Not Covered by the Hire Charge

- 4.7.1 Additional toilet holding tank pump-outs. Tanks should be adequate for about 5 days' cruising. Additional pump-outs must be paid for by the group at the time, and as needed. There are two tanks on each boat. No formaldehyde-based products are allowed in the holding tanks.
- 4.7.2 Travel to and from the location of the boats.
- 4.7.3 Provision of food / activities during the booking.
- 4.7.4 Insurance for cancellation of the booking, for luggage or personal accident.
- 4.7.5 Breakages and Loss of Windlasses or other equipment provided on-board
- 4.7.6 Cost of intentional non-emergency deployment of a lifejacket (£50 per instance will be deducted from deposit paid). Faulty Units to be left on the rack in storeroom and LNBP advised promptly.

4.8 Smoking

- 4.8.1 LNBP does not allow smoking or vaping inside the boat in any circumstances or outside at the front of the boat. Smoking is permitted on the stern deck of the boat with the Skipper's permission.

4.9 Use of Electrical Equipment

- 4.9.1 LNBP does not allow the use of any mains voltage electrical equipment on the boat except for electric shavers which can be used via the shaver sockets in the bathrooms.
- 4.9.2 Mobile phones can only be charged using the USB points provided.
- 4.9.3 In cases of exceptional need to use mains operated electrical equipment, it may be possible for arrangements to be made to use specialist equipment. This must be safety certified and LNBP approved before the commencement of the booking.

4.10 Insurance Cover

- 4.10.1 Cancellation - we emphasise the Booking Conditions relating to cancellation (sections 4.3 and 4.4).
- 4.10.2 Cruising on the inland waterways CAN be dangerous. LNBP is not liable for any personal injury, or death, to the hirer or any member of the group, or of damage or personal loss of the hirer's property, including motor vehicles parked at the location of the boats, unless the same can be proved to arise directly as the result of the negligence of LNBP. The same applies to prospective self-steerers or any other persons attending LNBP training courses or activities.
- 4.10.3 You are advised to ensure that you have adequate insurance cover for your group for the hire period to cover the risk of personal injury or loss or damage to personal belongings and any consequential loss. You may wish to insure against cancellation.

4.11 Inventory on Board

- 4.11.1 Very comprehensive set of crockery, cutlery, cooking implements and utensils.
- 4.11.2 Pillows together with pillow cases.
- 4.11.3 There is an emergency first-aid box and torch in skipper's cabin.
- 4.11.4 All boat equipment - gang-plank, shaft, boat hook, mooring pins, windlasses.
- 4.11.5 A small library of canal books and maps.
- 4.11.6 Buoyancy Aids / lifejackets – these must be collected from the LNBP store before departure and returned to the store on completion of the hire. If there is a defect with any buoyancy aid / lifejacket then LNBP must be informed promptly. Lifejackets are numbered and we must know ref number (printed on lifejacket), nature of defect and if discharged whether accidental or deliberate.

4.12 Cleaning

- 4.12.1 Please endeavour to leave the boat as clean and tidy as you find it. In the interests of health and safety, some cleaning each day, as well as a 'final' clean, keeps the whole thing under control. If a boat is returned in an unacceptable condition, an additional charge will be made due to additional cleaning charges that LNBP will incur.

4.13 Description of bookings and courses

- 4.13.1 LNBP will do its utmost to provide bookings and courses as described but does reserve the right to make such changes as may prove or be considered necessary, and the Hirer and / or course member accepts such changes as if they were part of the original description.
- 4.13.2 Changes to a planned route and/or curtailment may be necessary for reasons outside the control of LNBP such as the result of breakdowns, stoppages, illness, lack of water in canal system or whatever cause.

4.14 Hire Periods

4.14.1 Departure

- 4.14.1.1 Your Group MUST keep clear of the boat(s) until given permission to board by the boatyard operator and/or the Project Skipper, or any other LNBP representative.

The boat(s) WILL NOT BE READY FOR DEPARTURE UNTIL:

13.00 HOURS ON A MONDAY **

17.00 HOURS ON A FRIDAY **

**** This is NOT a flexible arrangement.**

4.14.2 Return

- 4.14.2.1 The boat must be returned by the Project Skipper/Hirer no later than the agreed time on the agreed date, and the boat must be cleared, vacated and locked up by 13.00 hours on Fridays and 17.00 hours on Sundays.
- 4.14.2.2 The hirer is responsible for allowing a sufficient margin of time for contingencies. LNBP provides bookings throughout the year often with the boats going out almost as soon as they return. In fairness to all our hirers, we simply cannot allow any boat to return later than the agreed time for any reason. If, on a self-steer booking, the hirer for whatever reason fails to return the boat on time, the hirer accepts that LNBP has the right, at its sole discretion, to surcharge the hirer for whatever LNBP considers to be warranted or necessary to cover any extra costs that may be incurred, but not limited to any payment that LNBP may make to other hirers. If the amount of the Damages/Security Deposit is not sufficient, to cover this additional charge, the late returning hirer agrees to settle the balance of the LNBP invoice.
- 4.14.2.3 Please note that LNBP does not accept as a valid reason for late return either that a) the hirer's departure was delayed at the start of the booking, or that b) the amount of actual cruising time was reduced as the result of mechanical failure.

4.15 Delay experienced by a hirer during a booking

- 4.15.1 In the event of a sustained delay either in departure at the start of the booking, or during the period of the booking as a result of mechanical failure, or if the Project Skipper (when aboard) of the boat ends the booking early, LNBP will refund to the hirer a pro rata part

of the charge based on the cruising time lost, providing the loss was occasioned by LNBP. LNBP will then be under no further obligation or liability to the hirer and the hirer will have no further rights in this respect. So long as the duration of the booking is not affected, restricted cruising for any reason shall not entitle the hirer to any refund of the charge. It is in the Hirers' own interest to check with the WA to ensure that their chosen route is clear of delays, which are beyond the control of LNBP, e.g. a lock closure for urgent repairs by the WA.

5. RESPONSIBILITIES OF ALL HIRERS

- 5.1 You must keep the boat and its contents in good repair and condition, and must keep and leave it in a neat, tidy and clean condition and remove all your group's belongings and, unless otherwise agreed, all rubbish at the end of the hire period.
- 5.2 You must pay for all repairs to or replacement of glass, china and other articles or fittings or other parts of the boat broken or damaged by your group and all cleaning costs and bills necessary to put the boat and its contents into the same condition as when the hire period started.
- 5.3 No dogs or other animals may be brought onto the boat by your group except by prior arrangement.

6. PROJECT SKIPPED HIRE

- 5.1.1 All LNBP skippers are qualified, have DBS enhanced checks, are trained and experienced and come from all walks of life. They can provide an excellent service and have detailed knowledge of the boats and the routes.
- 5.1.2 Details of your booking are sent to skippers, who will contact you to discuss arrangements. This is the time to discuss the route, or any special requirements. You will find them anxious keen to make your booking as safe and enjoyable as possible. The Trustees of LNBP holds the skipper responsible for the safe navigation and use of the boat and for the safety of the groups on board.
- 5.1.3 All members of your group must at all times obey any lawful instructions which may be given by the skipper in connection with any matter concerned with the navigation and use of the boat.
- 5.1.4 Every project skipper enjoys the confidence of LNBP, and we therefore invest in the skipper the power to take overall charge during a booking, even to restrict cruising, or end a booking early if in the skipper's sole opinion circumstances so dictate.

5.2 Our LNBP Skipper WILL

- 5.2.1 give instructions about safety and operation of locks.
- 5.2.2 advise on routes / timing and so on.
- 5.2.3 maintain the mechanical operation of the boat.
- 5.2.4 operate the boat - with the help of your crew.
- 5.2.5 encourage the crew to learn how to steer.
- 5.2.6 expect the crew to work the locks, help with mooring up and so on.

5.3 Our LNBP Skipper WILL NOT

- 5.3.1 act as a minder, to enable the adults to go off on their own.
- 5.3.2 organise the children / youngsters / passengers themselves, except for 'boating' purposes.
- 5.3.3 do the cooking, washing-up or general cleaning except as to give advice as to the standard, etc.

5.4 Skipper's Privacy

- 5.4.1 Many of our hirers make real friends with the skippers, but a word of advice - please remember that this will be an exciting and challenging time for the group, but it is a serious job of work for our Project Skipper. The skipper will need some time off during the day and the privacy of the skipper's cabin must be respected.

6 SELF-STEER HIRE

- 6.1.1 There must be one LNBP approved self-steerer on each boat hired. They must be named on the Booking Form and present for the whole of the booking. Evidence at the time of booking must be provided of a valid CCBM or higher certificate. Any change to the named steerer(s) between making the booking and commencement of hire must be agreed by LNBP. Failure to do this can result in the hire being cancelled even if you are waiting to board the boat at the start of the hire period.
- 6.1.2 Once a self-steer has been assessed and holds a valid CCBM or higher, the self-steerer remains on our list and provided there is no accident or damage incurred, there is no need to attend further courses during the validity period of their certificate.
- 6.1.3 People who have gained a CCBM at another accredited training centre rather than under auspices of LNBP will need to attend a short LNBP boat familiarisation course before allowed to skipper a LNBP boat.
- 6.1.4 Getting more adults trained makes further bookings for your group easier and should be regarded as an investment.
- 6.1.5 A Self steerer, if they belong to an organisation, will need to get permission from that organisation to undertake the trip. Other qualifications / requirements may apply (e.g. Scouts and guides in particular - check with your District).

6.2 Responsibilities of the Self-Steer skipper

- 6.2.1 Before departure, the hirer is required to check the boat and inventory, noting and reporting any damage or defects. The hirer must return the boat in the same condition in which it was accepted.
- 6.2.2 Before departure, the self-steer skipper is required to fit out each member of the group, including all adults, with a suitable buoyancy aid / lifejacket from the store. These are then carried on board, worn as appropriate and returned to the store at the end of the hire period.
- 6.2.3 During the booking, the self-steer skipper is responsible for the safe navigation and use of the boat, and the safety of the group, and may be responsible for charges made by WA in respect of loss of water or other damage to waterway property arising through their own negligence.

- 6.2.4 The self-steer skipper / event leader is required to complete the 'Skippers Report Form to UCC' at the conclusion of the booking. These forms are in the skipper's cabin. Please also report any defects with the boat using the same process. [We are working on a new system to allow electronic reporting via a QR code].
- 6.2.5 The self-steer skipper / event leader must also report any accidents or incidents to the LNBP Booking Officer IMMEDIATELY and complete an incident report form. Nil reports are required at the end of a trip.
- 6.2.6 The self-steer skipper is required to carry out the pre-cruise, daily and end of cruise checks as defined in the Boat Manual.
- 6.2.7 The self-steer skipper is responsible for contacting the boat yard in the event of untoward circumstances or mechanical failure.
- 6.2.8 The self-steer skipper must comply with instructions given to them by LNBP and CRT / WA regulations and staff.

6.3 Route Planning

- 6.3.1 It is important on your self-steer booking to get your journey timing correct. We have sessions on route planning and waterways 'rule-of-the-road' during our CCBM assessment courses.
- 6.3.2 Self-steer skippers and hirers please note that LNBP does not allow its boats to be moved on any waterway after sunset and before sunrise. Sometimes, lock opening times are very restricted. In times of water shortage, you may be requested to wait for up to 1 hour before going through a double-width lock with only one boat.
- 6.3.3 The maximum speed limit is 4 mph. You will probably average 3 mph, and you should count each lock as the equivalent in cruising time to about a mile. A lock takes about 15 / 20 minutes to negotiate. At busy times there may be a considerable queue in front of you at a lock, a 2-hour wait is not unknown. You cannot hurry things along on the canals - but that is one of the joys!

7 TRAINING/ASSESSMENT

7.1 Certificate in Community Boat Management (CCBM)

- 7.1.1 LNBP is accredited by the National Community Boat Association (NCBA) to provide courses and assess candidates for the 'Certificate in Community Boat Management'.
- 7.1.2 Fully endorsed by the Canal & River Trust and recommended as an inland waterways qualification in the Small Passenger Boat code issued by the Maritime and Coastguard Agency, the CCBM course draws on current best practice as supplied by member organisations of the NCBA.
- 7.1.3 The aim of the course is to give operators of boats on non-tidal waterways training in boat handling, boat maintenance and the management of group safety and welfare.
- 7.1.4 Anyone over the age of eighteen can obtain a CCBM Certificate. It is, however, expected that you will have some experience of working with groups and have previous practical experience of 'boating'. Successful candidates qualify to operate boats with a maximum of 12 passengers, on non-tidal inland waterways in the UK.

7.2 Cancellation of a Training/Assessment Course by LNBP

- 7.2.1 In the event of a Training/Assessment Course being cancelled, every effort will be made to provide a further opportunity for such a course. If this cannot be arranged, LNBP will endeavour to provide a suitable skipper to enable the booking to proceed as a skippered booking at no extra cost. CCBM courses are run by volunteers, as is every other aspect of LNBP's operations, and therefore situations can arise that regrettably lead to cancellation.

8 COMPLAINTS

- 8.1** LNBP has a Complaints Policy which is available to view / download on our website and sets out the process to be followed. If you wish to make a complaint to LNBP regarding your booking you may do so by post or email within 30 days of the End date of your booking.