

Rivertime Boat Trust

Terms and Conditions for booking 'Rivertime'

January 2018

Review Date: January 2019

The primary concern of the Rivertime Boat Trust (RBT) is that people gain the maximum benefit from using the boat. In providing the boat for a group, it does so on the understanding that the safety of participants overrides all other concerns. Therefore the Trustees and employees have authority to intervene in any situation which they deem to be unsafe.

RBT exists to provide opportunities for people to develop their potential on the river. It does this by offering 'Rivertime' for use by disabled and disadvantaged young people and adults, as well as voluntary and community groups.

Terms:

1. Definitions

'The Trustees' mean RBT, which is a Charity incorporated under the Companies Acts 1948 to 1980, whose registered office is; 'Swan Upping,' Fishery Road, Maidenhead, Berkshire, SL6 1UP. The Charity registration number is 1113992 and the Company number is 5659325.

"The Hirer" means the individual who is organising the booking. They will be responsible for returning the signed booking form and ensuring adequate carer / group leader numbers on the day.

2. Bookings and Hirers responsibilities

In order to confirm a booking, the hirer must read and accept our Terms and Conditions by returning a signed copy of their confirmation form.

A booking is confirmed on the understanding that should the Trustees be prevented from honouring it due to circumstances outside their control e.g. break-down or river conditions or any other cause, they CANNOT GUARANTEE to provide an alternative, but ALL PAYMENTS shall be returned in full and neither party shall have any further claim against the other.

The hirer will ensure that within the group of 12, there are at least 2 carers / group leaders who will be responsible for the conduct, management, safety and first aid of their party whilst on board, and on embarkation and disembarking from 'Rivertime'. There may be up to 5 wheelchair users amongst the group each of whom must have a carer of their own.

When 'Rivertime' departs from Henley, The River and Rowing Museum permits the Hirer to park in its car park free of charge and to use its toilet facilities. However R&RM accept no responsibility for the hirers on the day of the booking. Liaison will be with the skipper of 'Rivertime' who will be waiting with the boat on the jetty **not in the Museum**.

3. Payment

Payment of hire charges must be received in full no later than a week before the trip. Cheques sent to the trip payment address, must be accompanied by a copy of the invoice. The organisation name shall be used as a reference when paying by BACS. Bank details are listed at the bottom of the invoice.

4. Cancellation

The Hirer will pay cancellation charges in the event of cancellation unless alternative arrangements can be mutually agreed. RBT reserves the right to cancel a booking at any stage without being liable for loss and without obligation to give reason.

5. Insurance

RBT operates within the Codes of Conduct advocated by The British Marine Federation; we conform to the standards laid down by The Maritime and Coastguard Agency. Our safety standards adhere to the levels required and its insurances meet the existing statutes recommended by maritime law. Our insurance policy with Hayes Parsons Marine Insurance and proof of insurance cover is available on request. The policy is for Third Party Liability of up to £10 million.

6. Conditions

Smoking is absolutely forbidden anywhere in or on the boat.

Any person found to be under the influence of drink or illegal drugs will be asked to leave the boat. In such circumstances the skipper or any member of RBT staff has the authority to terminate the trip immediately. Adult groups wishing to bring alcohol on board should first clear this with the skipper

RBT reserves the right to add such further conditions or rules as it may reasonably consider necessary. It may also from time to time waive or modify any of the above Terms and Conditions providing reasonable notice is given to the Hirer and if circumstances allow.

7. Exclusions

We accept no responsibility for:-

Loss of time or expense incurred by 'The Hirer' through defect or a breakdown occurring.

The consequences, delays or restrictions arising from obstructions, closures, repairs, damage by navigational works, flooding, water shortages, industrial action, fuel rationing or any other cause whatsoever. The Hirer may wish to affect their own insurance in respect of the above circumstances.

8. Indemnities

RBT holds a policy of Public Liability, which indemnifies its employees or volunteers in respect to any damage to, or loss of property and/or personal injury, loss of earnings or any consequential loss which arises out of the proven negligence of Rivertime Boat Trust.

RBT may, at the discretion of the Skipper, vary the course of the cruise should circumstances make this necessary. We do not guarantee that any vessel will commence or complete any journey or part thereof in any given time if conditions are beyond our control..

All persons using any part of the premises, boats or facilities, for whatever purpose and whether by invitation or otherwise, do so at their own risk, unless injury or damage to person or property sustained within the premises, boats or facilities was caused by, or resulted from the Trust's negligence or deliberate act or that of those for whom we are responsible.

The Hirer shall make good and / or pay for all losses, damage or breakages to any fixture, fittings, machinery or equipment, particularly safety equipment e.g. life rings deliberately thrown overboard and lost during the hire period.

It is the responsibility of the Hirer to acquaint each member of his party with the above conditions of hire as laid down by RBT.

