



## Hirer Terms and Conditions for booking 'Rivertime.'

March 2021 – LH

Rivertime Boat Trust (RBT) is a not-for-profit organisation, Charity Number 1113992, whose principal operating office is Richmond House, Newlands Drive, Maidenhead, SL6 4LL.

The primary concern of RBT is for people to develop their potential on the river. It does this by providing our passenger launch, along with a skipper and crew, for disabled and disadvantaged children young people and adults, along with their carers.

Before a booking is confirmed, the hirer agrees to the following Terms and Conditions by signing and returning the booking confirmation form. If the hirer is not coming on the day, these Terms and Conditions along with the joining instructions, will be passed on to all persons in charge.

For terms highlighted in red, see our Covid-19 policy for update.

### 1. Booking Terms:

The boats maximum capacity is 12 to include carers, with no more than 5 persons in wheelchairs.

Within the total (12) there will be at least one carer (or able-bodied group helper) for every 3 less able passengers, however, when passengers are in wheelchairs each of them must be accompanied by a personal carer.

Carers / group leaders will be responsible for the management and safety and first aid of their group whilst on board. This includes the boarding and disembarkation procedure, where it is essential that motorized chairs can be switched to manual operation.

The maximum weight of a wheelchair user and their carer will not exceed 250kg. The maximum width of a wheelchair will not exceed 760mm. We regret we cannot accept mobility scooters.

No later than a week before the trip, the hirer / person in charge will email the RBT bookings manager with the lead carer contact details as well as the breakdown of passenger numbers to include number of; wheelchair users, non-wheelchair users, those using walking frames and the total no. of carers.

Smoking is absolutely forbidden anywhere inside the boat. Any person found to be under the influence of illegal drugs will be asked to leave the boat. Adult groups wishing to bring alcohol on board should clear this with the RBT bookings manager in advance.

The safety of participants overrides all other concerns. Therefore, RBT personnel have the authority to terminate trips and to intervene in any situation which they deem to be unsafe[S1].

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.

### 2. Joining Instructions.

The hirer will ensure they pass the joining instructions to all persons in charge.

RBT have been authorised the use of boarding jetties belonging to other companies who have no involvement with the booking. Liaison will be with the skipper of 'Rivertime' who will be waiting with the boat.

Unless otherwise arranged, boarding of the boat will commence 15 minutes prior to the trip start time. As the jetties are often shared with other boat operators, we strongly advise you call your skipper if you are running late.

When 'Rivertime' departs from Henley, The River and Rowing Museum (RRM) permits the Hirer to use its toilet facilities and car park free of charge, however, RRM accept no responsibility for the hirers on the day of the booking.

### **3. Payment**

Full payment to be received by RBT no later than a week before the trip. If the hirer is not responsible for organising the payment, they will ensure the invoice gets passed on to their accounts department.

Cheques are to be made payable to 'Rivertime Boat Trust' and sent with a copy of the invoice, to; Rivertime Boat Trust, 1 Charlotte Close, Caversham, Reading, Berkshire, RG4 7BY.

For BACS or internet banking, it is essential to use the invoice number as a reference. Sort Code: 30-95-36, Account No: 03784388.

### **4. Cancellation**

A booking is confirmed on the understanding that should RBT 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 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. 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.

### **7. 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.

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.