



SINGLE SEX PARTY – SECURITY DEPOSIT ACCEPTANCE CONDITIONS

Please only sign in our presence once you have arrived at the boatyard: do not send in advance.

Boat: _____ Date: _____

A £1000 security deposit is lodged with Oxfordshire Narrowboats as a deposit. Its return is subject to the Conditions below and those contained in the Hirers Manual, including the signed Boat Acceptance Forms.

1. MULTIPLE BOATS

For multiple boats hired to one party each boat's deposit shall be added to the other boats' and the whole treated as one single deposit, which shall not be returned until all boats are returned per these conditions.

2. ARRIVAL

2.1. Alcohol-Free Zone Our boatyards (excluding Kizzies Bistro) are alcohol-free areas. No drinking in the boatyard whilst awaiting boarding, nor until the handover is complete. We will not commence handover to a party which appears to be the worse for wear for drink on their arrival. Please ensure that all of your party understand in advance that moderate drinking should be restricted to pubs beforehand or until you are all aboard the boat and the handover has been completed with the boat underway. See also Condition 9.1

2.2. Clothing We do not allow any of your party to arrive in, nor parade on our boat(s) whilst underway in, any clothing or accessories that could cause offence to other canal users e.g. mankinis, fake boobs/ genitalia, nor any lack of clothing. Please ensure that all of your party arrive at the boatyard properly dressed.

2.3. Should any member of your party choose to ignore alcohol or clothing requirements, or behave in a manner likely to offend other families/children we reserve the right to ask for their removal from site before we commence/ continue handover, and in certain circumstances to terminate the hire. See Condition 10.

3. BOAT RETURN

Your deposit will be held by us safely until your return, and will be returned to you in full provided that: -

3.1. the boat is left as you found it, i.e. completely clean and tidy with all crockery, cutlery, glassware, cookware, bathrooms, cooker properly cleaned. The onboard inventory is complete, including crockery, glassware, ropes, windlasses, poles, etc

3.2. the boat is undamaged especially with regard to paintwork above gunwale level, windows, fenders, ropes, rudder and driveline assemblies.

3.3. the boat is returned to us in good time. This means 08.30-9.00 on the last morning of your hire, or before 16.30 on any other day as there is insufficient time for us to see you off the boat and check before our closing time of 17.30. Any late return on a previous day, docking after 16.30, will be charged at a rate of £30 per 1/2hr hour or part thereof to cover additional staff/ site costs. See also Hirers Manual for late return charges on your last morning.

3.4. There are no outstanding 3rd party reports/complaints about collisions, speeding, after-dark boating, excessive rowdiness (especially in the night) and dangerous, abusive or aggressive behaviour to other boaters. In such circumstances we reserve the right to withhold repayment of the entire deposit until the circumstances and outcome of any such complaint have been concluded.

4. SUNDAY RETURN

On boats that are returned on a Sunday the boat may not be inspected by us until the next working day – our managers usually take Sunday off – by leaving the boat on a Sunday you are accepting our exclusive decision as to the boat's condition/ damage status as in (3) above.

5. RETURN OF DEPOSIT

This shall be a single BACS payment to the account nominated by You on arrival at the boatyard which will be transferred to that account on the 2nd working day (which excludes Bank Holidays) after the advertised return date.

6. DEDUCTIONS AND LIMITATIONS

6.1. Damage to the Boat(s) or Inventory Deductions from the deposit will be at boatyard retail price for lost or damaged equipment, as shown on the reverse of this form. Please note that should damage exceed the deposit you shall be liable for the full cost, especially in the case of damage to engine or driveline.

6.2. Third Party Complaints Where a third party makes a complaint against you or your party's actions whilst on our boat(s) we will use all reasonable endeavours to resolve this at as little cost as possible with them before you leave the boat(s). However, where we cannot immediately resolve any such complaint we will withhold return of the deposit until we are satisfied that the issue is fully and finally resolved, refunding any remaining deposit to you without further delay. In such cases we shall keep you informed as to progress of the complaint and allow you to report your version of events before we rule on the most appropriate action. Our decision shall be final in such circumstances.

6.3. Collision Should your boat be involved in a collision with a third-party boat or any waterways structure, other than a slight



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glancing blow to a lockside as you enter or mooring area as you land, you are required to immediately inform us of the event, NOT to wait until you return the boat. If the collision is with a third party's craft you must NOT accept any liability on our behalf but must inform the third party of our contact details whilst also recording the name of their boat, location & date/ time of the incident, together with obtaining the boat owners name, address, and phone number. You should take photos that you can to record damage and the general location/situation and hand these to us as soon as practicable. For the purposes of deposit return the same procedure shall apply as in 6.2 above.

6.4. There is no limit to your financial liability in the event of more serious damage which is provably malicious or by neglect. Please be aware that if any damage exceeds the supplied deposit the Company reserves the right to seek reasonable recompense subject to provision to you of an itemised bill.

6.5. Where a third party has been affected by your actions, other than in the case of a genuine navigational accident (in our exclusive opinion), we reserve the right to provide your contact details for them to seek redress from you.

7. BOATING AFTER DUSK/AT NIGHT

You are expressly prohibited from boating during dusk, darkness, or after 8pm in May-August inclusive. Dusk means anything other than broad daylight. We will immediately terminate hire of your boat and ask you to immediately remove your party and its belongings if we receive any third-party report of such activity. See Condition 10.

8. DRUGS & ALCOHOL

8.1. At all times whilst underway there must be two persons, one of whom must be the steerer, who remain completely unencumbered by drugs or alcohol, in exactly the same way as if you were driving a motor vehicle on the roads.

8.2. At the point of hiring i.e. on arrival and during handover both the hirer and those two persons MUST NOT drink or be seen to be drinking at all. Should this condition be breached we reserve the right to terminate the hire immediately without the boat being allowed to set off and with the party removed from the vessel. See Condition 10

8.3. Should we receive a complaint from any third party of navigational/ boating actions by the steerer or others operating locks etc that is apparently alcohol-fuelled and/or dangerous we reserve the right to a) insist on one of our staff conducting a private breathalyser test for the steerer and a second crew member and/or b) calling the Police in extreme circumstances where we believe there is an on-going risk to persons (including those of the rest of your party) or property (including our boat(s)).

8.3.1. Should a breathalyser test prove positive we shall immediately terminate the hire and require the entire party to vacate the boat(s) immediately.

8.3.2. Should two persons fail to commit to a breathalyser test then the hire shall be terminated as 8.3.1 above

9. BAD BEHAVIOUR/ ROWDINESS/ LEWDNESS

The entire party shall conduct themselves whilst the boat is underway in a manner which shall not bring the reputation of Oxfordshire Narrowboats into disrepute. Specifically: -

9.1. No standing on the roof, running along gunwales, obstructing the view of, or standing behind the helmsman/ tiller, rocking the boat, overloading the boat to make it list excessively

9.2. No dangerous actions involving canal structures, especially abuse of lift/ swing bridges and locks.

9.3. No loud music to be played outdoors, nor any loud music after 8pm

9.4. No public order offences such as complete nakedness/stripping/'mooning', urinating from the boat.

9.5. No outdoor partying in the vicinity of other moored boats or canalside properties

We will immediately terminate hire of your boat and ask you to immediately remove your party and its belongings if we receive any third-party report of such activity.

10. TERMINATION OF HIRE

Where we terminate the hire of the boat as set out in the above Conditions 2,8,9:-

10.1. Unless otherwise instructed by our staff at that time you shall remove all of your party and belongings from the boat immediately regardless of the time of day/night. Where the boat is not at our boatyard you shall be responsible for making your own way back to cars/ transport at no cost to the Company.

10.2. Conditions 3.1 & 3.2 remain applicable i.e. you shall leave the boat as supplied to you in a completely clean and tidy, undamaged condition.

10.3. Your hire fee is not refundable

10.4. Where we have refused to hand the boat over to you on the day as a result of contravention of the above Conditions 3 or 9.2 we shall refund your deposit, once the boat has been vacated and left as found to our satisfaction, the next working day

10.5. Where termination is caused as a result of your actions whilst already cruising i.e. the boat having left base your deposit shall be refunded less a minimum £250 charge to cover our costs in a) dealing with the complaint/issue resulting in the termination b) recovery of the boat at a later point by our staff and returning it to base

10.6. Where termination has been caused by third party complaint we reserve the right to make reasonable recompense to



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those affected to restore our reputational damage caused. In such circumstances we shall itemise the expenses incurred at the point of refunding any balance of your deposit.

10.7. Should the boat incur any damage this shall be charged against your deposit. Please note also Condition 6.4 specifically applies and, further, any provably malicious damage shall be referred to the Police as a criminal matter in which situation we shall pass your address and contact details to the Police for them to take the matter forward.

11. RULE OF LAW

These Conditions are subject to the Rules and Ruling of English Law, and are to be taken in addition to and with due regard for the Company's Conditions of Hire, especially Conditions 1,9,10, which you contractually agreed to when you booked the boat. A copy of these is available on our website.

I have read and accept the Conditions above, and accept that I am entirely responsible for the actions of my party with regard to the return of the Security Deposit above.

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HIRER

Signed: _____ Name: _____

HIRER'S WITNESS

Signed: _____ Name: _____

For Oxfordshire Narrowboats: Signed: _____ Name: _____

Charges for damaged/missing items:

Padlock/key	£10
Glasses, crockery, cutlery (serving cutlery, cookware etc at extra cost)	£2 per item
Ropes – lost or frayed/damaged/knotted	Shop RRP, per full rope
Windlasses and/or mooring stakes – lost	Shop RRP each
Plank missing or broken	£60
Fenders – broken chains or links (if re-connectable)	£30
Fenders – if chains have come out of the fender or the fender is ripped	£250
Bent or dislodged rudder, if repairable in the water	£200
Bent or dislodged rudder where the rudder has to be removed & replaced	£400
Rope around propeller (cutting off only)	£100
Rope around propeller with damage to engine or driveline	up to £1500 <u>and hire terminated</u>
Scratched sign-written panels	£250 each^
Scratched bow panels (yellow and blue)	£100 each^
Scratched handrails	£50 per area damaged^
Damaged/ Broken Headlight or horn	£40 each
Cracked/broken window or door glazing	£50 per item

^ where steelwork damage and/or deformation (e.g. dents, scars, splits) takes place the full cost of this shall be deducted based on an estimate provided by us on return to base of the boat(s).