

LUCS Boat and Room Hire



Terms and Conditions for Hirers

(including Self Drive Boat Hire)

These **Terms and Conditions** form part of your **LUCS booking**. By ticking the "Accept Terms" box you agree to **accept them and to abide by them**.

Booking ~ The booking contract is between you (the hirer) and the Linlithgow Union Canal Society (LUCS) and is made under Scots Law. The contract is effective once a booking is made.

Prices and Payment ~ Full payment must be made at the time of booking. The booking confirmation is not an invoice.

Cancellation by You ~ No refund will be given if the hirer's notice to cancel the booking is received less than 14 days before the hire date. The hirer should notify LUCS by email to bookings@lucs.org.uk if for any reason the booking has to be cancelled. This notice will be acknowledged by email.

Cancellation by LUCS ~ LUCS will make every effort to ensure the required room or boat is made available to you. However, on rare occasions this may not be possible. In such cases, every effort will be made to provide you with a reasonable alternative. If for any reason LUCS requires to cancel a booking, we will refund all payments made by you in full, and the hirer shall have no further claim against LUCS.

Delays ~ LUCS shall not be liable for any matters arising from any cause beyond its negligence or wilful defaults, including (without limitation) death or personal injury of hirers, their crew and passengers, loss or damage to property; non-fulfilment or interruption of the booking or delays; breakdowns; mechanical problems; defects damage; restriction on cruising; obstructions; repairs or damage to waterways; non-availability of routes; navigational works; storms; floods; drought; loss or 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.

Insurance ~ Hirers are recommended to take out personal insurance to cover against injury/loss of belongings.

Hirer's Vehicles and Property ~ Limited parking is provided for the convenience of the hirer, but it must be emphasised that LUCS cannot guarantee this or accept any liability for loss or damage to hirer's vehicles or their contents, unless proven to be caused by LUCS's negligence.

Hirers are advised not to leave valuables or readily portable items in your vehicles. Any items not wanted on the boat should be securely locked out of sight.

Unless collected in person by prior arrangement, property left on boats can only be returned after receipt of agreed postage and packaging charge. (Minimum charge £10).

Weather – boat charters and self-drive hire ~ Unfortunately the weather is out with the control of LUCS – if LUCS feels it would be unwise to sail due to adverse weather conditions LUCS will give you as much notice as possible and offer to reschedule your trip or refund your fee.

ADDITIONAL CONDITIONS APPLICABLE TO SELF-DRIVE HIRE BOATS

Letting to Minors ~ LUCS will not let self-hire boats to a person less than 21 years of age. No person under 18 years of age may control the boat, unless under the direct and constant supervision of a responsible adult member of the party.

Damage ~ The hirer is liable for any damage, loss or accident to your boat or its inventory during the hire. This includes damages resulting from excessive speed (reported or witnessed) – the limit is 4 miles per hour; malicious, negligent or intentional damage to the boat, its equipment, the waterway, other boats or structures; damage to the rudder or skeg due to cill damage in locks; and return of the boat in an unclean condition.

Damage (continued)

In the case of any of the above being reported, LUCS shall claim the full cost of repairs, replacement or compensation.

Security ~ Whenever you leave the boat, you should make sure that all doors are securely locked and all the contents left inside the secure cabin of the boat.

Repairs ~ Repairs are the responsibility of LUCS and should not be put into the hands of others without LUCS's authority.

Handover ~ Before departure a LUCS volunteer will give boat handling instructions to the nominated skipper who will be shown that the boat is in good working order. The skipper will be required to sign off a handover sheet on completion of the instruction session at the start of the hire stating that they understand the procedures for safe operation of the boat.

Safe Navigation ~ Whilst in charge of the boat, the hirer is expected to take all reasonable care to ensure its safe navigation.

The appropriate navigation by-laws must be observed at all times, including those related to speed limit (4 m.p.h.) and cruising after dark, which is strictly forbidden. In the event of an accident, the hirer must immediately inform the company with full details, together with names and addresses of witnesses, and the name of any other boat involved. In no circumstances should any member of the party admit liability.

Towing ~ Under no circumstances will the hirer allow the boat to be towed by any other boat, or use the boat to tow any other boat.

Accommodation ~ The self-drive hire boat cannot carry more than the licence permits – 12 people.

Hire Period – Collection and Return of Boat ~ The hire period commences and ends as specified on the booking confirmation. The boat must be returned before dark on the day of the hire. On return to the canal basin the hirer is required to secure the boat and return the keys as instructed by the LUCS volunteer.

Hirer's Special Responsibilities ~ If there are any infirm or disabled members in the party, it is the hirer's responsibility to advise LUCS, when booking, as to the suitability of the boat or waterway. LUCS cannot guarantee that it will be able to help in every circumstance, but all practical consideration will be given.

Fuel, Pump Out Etc. ~ The cost of diesel fuel is included in the price.

Toilet tanks, when used in accordance with the relevant instructions in the boat manual, should have sufficient capacity for your hire.

Bar-B-Q's ~ Under no circumstances should Bar-B-Q's are to be used either inside or on deck.

Alcohol ~ The legal limit for alcohol consumption by car drivers also applies to the boat skipper. Skippers must also ensure that their party does not consume an excessive amount of alcohol to the extent that their safety is at risk.

Smoking ~ Do not smoke inside boat.

Navigation Area ~ The self-hire boat must not be taken through the Falkirk Wheel unless it has been hired for this purpose.

Reservation of the Right to Hire ~ LUCS reserves the right to refuse to hand over the boat to any person whom, in the reasonable opinion of LUCS, is not suitable to take charge of it. Examples for which LUCS may consider a person not suitable are lack of ability after instruction, ill health, disability, or suspected of being under the influence of alcohol or drugs. In this event, all money will be refunded in full and the hirer shall have no further claim against LUCS.