

Name. Boat

Changeover day SAWLEY MARINA

CANALTIME MANAGEMENT LTD. (the Company)

RCI/Guest Arrival Agreement

*Tick box
to
Confirm*

- 1) We confirm our arrival at Sawley Marina. Our party has a total of _____ people including _____ children aged sixteen years or under and/or babies.
- 2) Any member of our party who appears to be under the influence of alcohol and/or drugs will be barred from boarding any Company narrowboat without compensation of any kind. Furthermore, no member of our party will consume intoxicating beverages during the "Introduction and Training Programme".
- 3) We understand that whilst moored in the marina we are responsible for security and that the marina gates are to be kept closed/locked at all times where applicable.
- 4) We understand and accept that prior to taking full charge of our allocated boat we will receive compulsory tuition, including a film, on boat handling and safety. We appreciate that should we wish to cruise, for reasons of health & safety, a working knowledge of English is essential to ensure that tuition is fully understood and to ensure effective communication with other canal users.
- 5) Only a qualified member of the Company staff or its agent must take out from or bring boats into the marina, where applicable.

MEMBERS AND GUESTS MUST NOT UNDER ANY CIRCUMSTANCES ATTEMPT TO DO THIS

Upon our return to the vicinity of the marina, we will contact reception and arrangements will be made to bring us and our allocated boat into the marina, if our arrival is within normal working hours. Boats arriving after this time will be moored up properly at a safe location until a member of staff is available the next day.

We understand and accept that our allocated boat must be returned to and moored safely outside the marina no later than dusk on.....day_____of _____ .

Should you need or wish to disembark at any time or day prior to this, please indicate below:

Day & date _____ Approximate time _____

- 6) We will keep the telephone on the allocated boat switched on at all times and properly charged.
- 7) In case of problem, breakdown or emergency, we will use the telephone on board to call reception, the engineer/maintenance or the emergency services. In such a situation we accept that it is imperative that we accurately indicate our position/whereabouts. We will therefore use the supplied map at all times and obtain our own should we lose the map or cruise beyond the area shown on that map. Boats rely upon numerous factors to enable them to cruise. Whilst every care is taken, the Company cannot be held responsible for the loss of cruising time should a breakdown or other unforeseen circumstances such as infrastructure damage or flooding occur.
- 8) WE UNDERSTAND AND ACCEPT THAT WHEN ON THE WATERWAY, WE SHOULD FOLLOW THE WATERWAYS CODE. WHERE MISDEMEANOURS ARE COMMITTED AND/OR REPORTED, THE COMPANY RESERVES THE RIGHT TO RETURN THE ALLOCATED BOAT TO SAWLEY MARINA. IN

SUCH CIRCUMSTANCES, REQUESTS AND APPLICATIONS FOR COMPENSATION WILL NOT BE ENTERTAINED.

- 9) We will follow the daily maintenance schedule as instructed during the tuition period.
- 10) We accept that we will not under any circumstances interfere with any of the mechanical equipment of the boat, particularly that relating to the engine, throttle, ignition panel or electrics and related equipment. The **only** exceptions to this are the daily adjustment of the stern grease gland as directed by a Company representative or agent during the tuition session and the removal of debris from around the stopped propeller should that occur. Therefore, should we through negligence or misadventure damage the boat or its fittings, we are liable for the cost of repairs.

- 11) We understand and accept that when leaving the boat whilst moored all doors and hatches will be securely locked and the curtains drawn on the side adjacent to the mooring.

- 12) We understand and accept that we must vacate our allocated boat **no later** than 9.30 am (09.30 hrs) on the day of departure, which isday, _____ of _____.

It is clear that if this is not adhered to the Company reserves the right to charge us at a rate of up to £100.00 per hour or part thereof.

- 13) We understand and accept that our boat will sleep a total number of _____ persons including babies and children and appreciate that for health, safety and insurance reasons we will not allow this number to be exceeded, **under any circumstances**. If it is found that more people are in occupation than the number for which the boat is licensed and insured, then the Company reserves the right to immediately take possession of the boat with no refund and with no right to any compensation together with the option to charge us for the retrieval of the boat up to and equal to the refundable deposit paid.

- 14) We understand and accept that no animals or pets are allowed on any boat. If it is found that unauthorised animal(s) of any description have been taken on board, then the Company reserves the right to immediately take possession of the boat with no refund and no right to compensation. There will also be a minimum fee of £100.00 charged to cover the cost of a special deep clean of the boat to ensure the acceptability of the boat for the future occupants. Under the Disability Discrimination Act 1995 guide dogs, hearing dogs and alert dogs are exempted from this condition.

- 15) We have been issued with both a Welcome Folder and Cruising Guide and will familiarise ourselves with safety procedures including the use of fire extinguishers. The Welcome Folder and Cruising Guide are for use during occupation of the boat and must be returned to the office at check out. Upon receipt of the Folder, Guide and a satisfactory check out report, the security deposit will be refunded.

- 16) In the event that parking is provided within the marina confines, the Company and/or any related business, the marina owner, and/or operator will accept no responsibility for any damage sustained to vehicles whilst entering, driving and parking within or leaving the Marina. Parking is entirely at the risk of the car owner.

We have read the above and fully accept all points, terms, conditions and implications.

Agreed by Client

Agreed by Canaltime Management Ltd

Signed

Signed

Name

Name

Date

Date

FEES AND COSTS

- 1) i. A refundable security, damage and key deposit of £500.00 has been lodged with the Company. The boat is insured but is subject to an excess and any damage within this limit will be deducted.
- ii. We accept that if we fail to return any of the inventory items, or if they are found to be damaged, we will be charged at the relevant rate, the payment to be deducted from our deposit whether we are present or not.

iii. Example charges are as follows:

Windlass (X2)	£15.00 each	External mat	£15.00 each
B.W.Key	£12.50 each	Internal mat	£15.00 each
Jetty Key	£25.00 each	Radio aerial	£20.00 each
Engine key	£25.00 each	TV aerial	£75.00 each
Boat lock and/or key	£50.00 each	Boat manual	£40.00 each
Mooring pins (X3)	£12.50 each	Film/DVD	£15.00 each
Mallet	£15.00 each	Boat hook	£25.00 each
Lifering/belt	£45.00 each	Boat pole	£35.00 each
Fender	£20.00 each	Laminated map	£25.00 each
Rope	£20.00 each	Telephone	£125.00 each

- iv. If any incident has occurred involving this boat, any other boat or any waterway structure the deposit can, at the base Manager's discretion, be withheld whilst further enquiries are made.
- We give Canaltime Management Ltd authority to deduct any reasonable costs from the deposit.

- 2) We have been issued with _____ lifejackets and paid a refundable deposit (subject to their safe return in good condition) of £40.00 per item. We have taken lifejackets for use by non-swimmers and all children under 16 years of age.

- 3) We will pay the utility fee of £139.95 per boat per week occupied or part thereof prior to boarding our allocated craft. This is payable whether cruising or not.

- 4) We wish to pay an optional Non-refundable Damage Waiver in the sum of £44.95. This payment frees us from liability for accidental damage to the boat or its fittings or loss of equipment. We understand that it does not cover damage or losses caused by negligence on our part nor the return of the boat in an unclean and/or unreasonable condition It also does not cover the loss of or damage to the mobile telephone.

- 5) We accept that should we return the boat in an unclean and/or unreasonable condition, then we are liable for an extra payment in the sum of £50.00.

Telephone No: E-Mail Address:

This information is required in-case we need to contact you after your holiday. Eg. Lost Property

Agreed by Client

Agreed by Canaltime Management Ltd

Signed Signed

Name Name

Date Date

LOCAL CRUISING RESTRICTIONS

We accept the following local restrictions on cruising:

In the event that we become stranded on River sections outlined above due to flood conditions or any other occurrence, then we accept that we are liable for a minimum cost of £100 for the recovery of our boat by the Marina

23_02_09RCI

Appendix 1



Narrowboat Name.....

Actual Arrival Date..... Official Departure Date.....

Rainfall, potential flooding and local conditions.

In order to avoid or minimise the effects and impact of potential waterway flooding and other local conditions during your holiday, we have prepared the following notes that we ask, at least, all nominated skippers to read and sign. Please ask if something is not clear. Your health and safety is of paramount importance to us at all times.

If at any point during our stay on the narrow boat(s) we wish to cruise east towards and into Nottingham city centre (i.e. turning right out of Sawley Marina) or subsequently onto the River Soar/Grand Union Canal (Leicester Line) or Erewash Canal, we must seek formal agreement from a member of the Reception staff. We understand that this is because river conditions can deteriorate very rapidly and safety can be compromised. Further, we note that the final permitted turning/winding point in Nottingham is just before Meadow Lane lock. We confirm that will not alight or attempt to moor at any of the islands on the River Trent or the River Soar.

This agreement should either be sought now or at any point during your holiday that you decide to leave the Trent and Mersey Canal, either in person or using the telephone. The Reception number is 0115 - 973 - 4564. A proper record will be kept by the company of any conversation. We will do the same.

Further, subject to any agreement being given, which we accept is at the sole discretion of the Reception Staff, we undertake to contact Reception on a daily basis between 9.30am and 4pm in order to keep abreast of any changing conditions. We further understand that, should permission be given, we may be instructed to return without delay if the weather forecast may threaten a flood situation. Failure to adhere to instructions and the subsequent inability to return the narrow boat to Sawley Marina on time could result in the loss of our security deposit as well as us potentially incurring other costs.

Accepted Dated.....

Nominated Skipper on behalf of all crew on Narrow boat

Accepted..... Dated.....

Security Deposit Card Holder (if different to nominated skipper)

FL230209RCI





...ADVICE ON THE DEPOSIT & DAMAGE WAIVER

Why have we been asked to lodge a security key and damage deposit?

Your boat is an expensive and high quality item designed for use by families and groups from all over the world and we have a responsibility to protect the product for all of our valued guests to enjoy. We require a deposit to cover any damage or loss, which might occur during your stewardship of the boat.

Is the deposit refundable?

Yes, the full deposit will be refunded, and no money will leave your account, if the boat and its contents are bought back safe, sound and on time.

Why is the deposit so much?

Should you have an accident, involving another boat or structure, cill the boat in a lock, (your instructor will explain how to avoid this) or be damaged by another boat and be unable to report the details, the responsibility for the cost will be yours, just as it would be with a hire car. Any of these incidents could cost hundreds of pounds and it would be unfair to recover this from members through the management fee or from future hirers through increased hire fees.

What kind of incidents can result in a debit?

Mainly damage following a collision, although you can help to avoid that by keeping to a steady and appropriate speed, particularly past moored boats. Your deposit also covers loss or breakage of inventory, broken keys, unnecessary call outs, cilling, theft and misadventure. The deposit will also be debited if you leave the boat in an untidy state or bring it back after the specified time. Should you fail to immediately report details of an incident such as a lock cilling or a collision, you will be held responsible for any cost.

But surely the insurance policy on the boats covers these incidents?

Unfortunately, it does not. In common with other marine operators, our insurance excess has not diminished in the past few years and we regret the necessity to levy a deposit at this level.

Will my own travel insurance cover any loss?

Possibly. You would need to check your policy, but even if it does cover the cost of the incident you will be required to settle the sum first. Your deposit will be retained and held until the full cost of the loss, repair or third party claim is known.

How can I avoid a charge against my deposit?

First and foremost, by taking care, following your instructions and avoiding risks. We understand though, that however careful you might be, accidents and losses occur. We understand also that the deposit is a large sum, as it needs to be, to cover any incident. No one wants to lose such a significant sum from their bank account due to an accident, which may or may not be avoidable. Consequently we offer a *Damage Waiver* to remove the worry.

What is the DAMAGE WAIVER?

The Damage Waiver is an upfront, optional fee of £44.95 payable prior to you taking charge of the boat. This covers your deposit for most eventualities. It is not an insurance policy, nor does it cover negligence, misadventure or irresponsibility, but it will cover you for any reasonable event, for which you would have been otherwise held responsible. The table below shows examples of what is and what is not covered.

Covered by the Waiver	Typical Cost	Not Covered	Typical Cost
Cilling the boat in a lock	£350	Loss of mobile phone	£125
Collision with another boat	£400-£500	Unnecessary call out	At cost
Damage to TV	£150	Leaving the boat dirty or untidy	£50
Loss of windlass, hammer, Piling hooks & mooring spikes	£50	Theft, where security steps have not been followed	At cost
Cut or lost ropes	£60	Returning the boat late	£100 / hour
Broken window	£250	Wilful damage	At cost
TV aerial damaged by branches or ropes	£120	Any incident affected by alcohol or drugs	At cost
Breaking a key in the ignition. Breaking a key in the padlock	£100 £80	Breaking the terms and conditions of occupation.	At cost
Damage by others	At cost	Failing to follow the daily maintenance programme.	At cost

Is the damage waiver refundable?

No

If we buy a waiver, are there any other costs we could be asked to pay?

No, as long as the incident is fair and reasonable (see chart above for details) no cost will be recovered from those taking out the damage waiver.

Can't we just be careful and avoid paying the waiver?

Certainly, and we would hope and expect that everyone would take due care and attention at all times. No one wants for example, to cill a boat, because to do so will inevitably mean losing time out of your holiday whilst the boat is fixed. Nevertheless, to lose a deposit on top of time could mar a holiday. The purpose of the waiver is peace of mind, should the unexpected occur, which might be down to you however careful you may be, or may be caused by others over whom you have no control.

SECURITY, DAMAGE & KEY DEPOSIT of £500.00

METHOD OF PAYMENT

Switch/Maestro Visa Mastercard Cash

Please charge my Credit/Debit Card

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Issue number if applicable:

Start Date if applicable:

mm	yy

Expiry Date:

mm	yy

Security Number:

The last 3 digits of the card registration number found on the signature strip on the reverse of your card.

Card Holder Signature

Name of Cardholder

Registered address of cardholder including house number & postcode
.....
.....
.....

CAR REGISTRATION NUMBER.
