



POOLE BOAT HIRE
 Pontoon B
 Cobbs Quay Marina
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POOLE BOAT HIRE HIRE AGREEMENT

Date	D	D	M	M	Y	Y	Vessel	
Start Time	0	0	•	0	0	Hire Period	hrs	Hire Fee £
Return Time	0	0	•	0	0	Extra Hours	hrs	Hire Fee £

HIRER (ACTING AS SKIPPER/CAPTAIN)

→ FULL NAME				Date of Birth			
→ Home Address				Local Address			
→ Mobile No. MUST be on board				Email			

HIRER : I confirm that as the hirer of this Vessel I am assuming the position of Captain/Skipper and therefore in law am responsible for the Vessel and all the passengers on board. I confirm I have read and fully understand the Terms and Conditions of this Hire Agreement, printed overleaf. I understand that I am liable for any damage caused to the Vessel. I fully understand my responsibilities as party leader for the safety of the Vessel, equipment and all passengers. In the event of accident or injury I confirm I will not attempt to hold Poole Boat Hire or any of its employees, staff or contractors responsible for any injuries/ loss howsoever caused.

PASSENGER(S) : I/we fully understand my/our responsibilities as a party member(s) for the safety of the Vessel, equipment and all passengers. In the event of accident or injury I/we confirm that I/we will not attempt to hold Poole Boat Hire or any of its employees, staff or contractors responsible for any injuries/ loss howsoever caused.

	First Name	Surname	Age	Signature
→ 2				
→ 3				
→ 4				
→ 5				
→ 6				

→ HIRER'S SIGNATURE			DATE	
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IN SIGNING THIS AGREEMENT I CONFIRM THAT I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS BOTH HERE AND OVERLEAF

TERMS AND CONDITIONS OF HIRE

Poole Boat Hire: Full Terms & Conditions of Hire - NB: Please read this contract with care. You are entering into a legally binding contract.

Definitions: 'Company' 'We' 'Us' 'PBH' - trading as 'Poole Boat Hire'. 'Hirer' 'You' 'Skipper' 'Captain' - The person booking; 'Hire Period' - The period of hire, 'Hire Fee' - The charge of Hire 'Vessel' - The Craft/Boat identified in the Hire Agreement.

Clause 1 - Agreement to Hire: We will provide the Vessel on the date and at the time set out in the booking confirmation that we send to you by email. We reserve the exclusive right to refuse any Hire at our discretion.

Clause 2 - Delivery: The Company shall at the beginning of the Hire ensure the Vessel is in good condition throughout, fully equipped and ready for Hire, as set out in Clause 9.

Clause 3 - Delay in delivery: Where a delay in delivery of the Vessel exceeds 25% of the total Hire Period, the Hirer may terminate the Hire Agreement and the Company shall refund all sums paid. In this event the Company shall not be liable to pay to the Hirer any other compensation for any loss or damage of whatever nature resulting from the curtailment or cancellation of this Hire Agreement.

Clause 4 - Payment and Deposit: The Hirer agrees to Hire the Vessel and pay the Hire Fee and any other agreed charges by credit/debit card on the day of the Hire. The day prior to the day of Hire, a Deposit of £75.00 will be pre-authorised against the Hirer's credit/debit card. The Deposit will be retained by the Company in the event of charges stated in Clause 5 or the Hirer's failure to arrive for the Hire (subject to Clause 6).

Clause 5 - Fines & Charges: The Hirer agrees that he/she will be liable for payment of any of the fines or charges listed below. If the pre authorised deposit is insufficient to cover the cost of the charges the Hirer agrees that his/her credit/debit card shall be charged to make up any shortfall:

- a) £500.00 per incident if the Company is notified of any breach in the limit of navigation (see Clause 10).
- b) A MINIMUM of £75.00 if damage is caused to the propeller or underwater running gear. Any such damage is the Hirer's responsibility and the Hirer should verify the condition of the propeller or underwater running gear prior to departure.
- c) £50.00 for speeding in Cobbs Quay Marina, where the Hirer's speed is logged or reported resulting in a subsequent fine (see Clause 9).
- d) £25.00 for each occasion that the Hirer or any member of the Hirer's Crew inflate a lifejacket without just cause.
- e) A £25.00 cleaning charge if the Vessel is returned in a condition that the Company considers unreasonably dirty (see Clause 13).
- f) A fine of up to £1000 payable to Poole Harbour Commissioners if the Vessel exceeds the speed limits in the restricted speed areas (see Clause 9).
- g) £25 for every 15 minutes delay in re-delivery delaying the next hirer (see Clause 14).
- h) A maximum of £1000 towards the cost of repair in the event of damage to the Vessel, the engine or other equipment sustained during the Hire Period. If it is determined that the damage has been caused by intentional, reckless or negligent behaviour the Hirer is liable for the full cost of repair.

Clause 6 - Cancellation & Failure to arrive for the Hire: If the Hirer cancels this Agreement and provides notification to the Company by PHONE CALL or TEXT MESSAGE (email is not accepted) on +44(0)7866 732537 BEFORE 09.00 hrs on the Day of Hire ("the Cancellation Window") then the Company will treat this Agreement as having been repudiated. If the Hirer fails to cancel this Agreement within the Cancellation Window and fails to arrive for the commencement of the Hire, the Hirer agrees to forfeit his/her pre-authorised Deposit.

All bookings cancelled by the Company due to weather are non-chargeable.

Clause 7 - Maximum Number of Persons: The Hirer shall not at any time exceed 6 persons (regardless of age or size) or 450Kg. If children are taken on board, the Hirer shall be fully responsible for their safety, conduct and entertainment. The Company shall not be held responsible for their safety. The nature of power-boating may render it unsuitable for a person with a physical disability, condition or undergoing medical treatment. N.B. Please contact us to discuss any concerns you may have. By signing the Hire Agreement the Hirer warrants the medical fitness of all crew members.

Clause 8 - Skipper, Crew, Alcohol & Behaviour: The Hirer (and any other person(s) skippering) must comply with Poole Harbour Bye-laws and regulations, under which boaters can be prosecuted if found to be under the influence of alcohol or illegal drugs when in charge of a Vessel. The Hirer confirms that he/she is assuming the position of Skipper and therefore in law is responsible for the Vessel and all the passengers on board. The Skipper must be at least 18 years of age and must remain sober throughout the entire duration of the Hire Period. Valid ID may be required for proof of age of the Skipper.

Whilst we allow alcohol on our boats, the amounts allowed are limited in order to ensure a safe experience. Our limits are:

- Either; two bottles/cans per person of standard strength beer, lager, or pre-mixed spirits
- Or, one 750 ml bottle of wine/champagne/prosecco between every two people
- Strictly no straight spirits allowed

We reserve the right to refuse access to the boats and you will forfeit your Deposit if you or any member of your crew is deemed to be showing signs of excess alcohol consumption (at our sole discretion) before your Hire Period commences.

Any reports of anti-social behaviour will be taken very seriously, will not be tolerated and will result in the termination of the Hire Period. In addition, we reserve the right to fine you £25 for each instance of anti-social behaviour as outlined below:

- Your designated captain is seen drinking alcohol
- The boat being returned excessively dirty
- Beaching the boat, the Hirer must anchor at least 0.6m> to avoid engine damage
- Taking the boat ashore is not permitted at anytime
- Setting off a lifejacket without just cause
- Urinating in public
- Not keeping a safe distance between boats
- Anti-social behaviour of any kind, staff discretion is used
- Littering - Rubbish must not be thrown into the water or left on any beaches; rubbish must be retained and disposed of in an appropriate manner.
- Repeated complaints of noise nuisance

Clause 9 - Use of Vessel: The Hirer shall maintain a safe distance at all times between all other vessels and users on the water. The Company Hire the Vessel for pleasure or as a means of water transport for the use of him/herself and his/her guests. The Vessels will not be raced, speed tested, beached or used as a ferry. The Hirer shall ensure that the behaviour of him/herself and his/her guests shall not cause a nuisance to any person or bring the Company or Vessel into disrepute. The Hirer shall take care of and assume full responsibility for the safety, security and maintenance of the Vessel and its equipment at all times. The Vessel must not be left unattended. The Hirer shall comply and shall ensure that his/her guests comply with the laws and regulations of Poole Harbour during the course of this Agreement. The Vessel shall not, under any circumstances exceed speeds in the restricted speed areas (see Clause 5f) or within Cobbs Quay Marina (see Clause 5c). The Hirer is prohibited from allowing any person who has not been named on the Hire Agreement to board the Vessel. It is the Hirer's responsibility to ensure that all safety equipment is worn correctly at all times by all persons aboard - in particular lifejackets. Guidance on the correct use of this equipment can be obtained from your PBH representative.

Clause 10 - Cruising area: The Hirer shall restrict the cruising of the Vessel to within Poole Harbour with the "limit of navigation" being marked by the path of the Sandbanks Chain Ferry (to the East) and Wareham Bridge (to the West). At no time may the Hirer pass through the harbour entrance beyond the Sandbanks Chain Ferry or beyond Wareham Bridge. The boats are coded only for use within Poole Harbour and are equipped to provide notification of any breach in the limit of navigation, financial penalties will apply for any such breaches (see Clause 5a).

Clause 11 - Water Sports: The Company specifically forbids the use of water sports equipment (ringos, wakeboards, skis , etc.).

Clause 12 - Breakdown or disablement: If after delivery the Vessel at any time is disabled by breakdown of machinery, preventing reasonable use of the Vessel (where the disablement has not been brought about by any act or default of the Hirer), the Company shall refund £25 for every hour lost if the Hirer considers the circumstances justify the invoking of this clause, by providing immediate notice to the Company. The Hire Fee shall be repaid in full by the Company if the loss or disablement occurs during the first hour. For the avoidance of doubt the grounding/beaching of the Vessel by the Hirer is considered "an act or default of the Hirer".

Clause 13 - Re-delivery: The Hirer must re-deliver the Vessel to the Company on B Pontoon, Cobbs Quay Marina, free of any debts incurred and in as good a condition as when delivery was taken, except for fair wear and tear arising from ordinary use.

Clause 14 - Delay in re-delivery: If the Hirer shall fail to re-deliver the Vessel at the time and place agreed he/she shall be liable to pay £25 for every 15 minutes by which re-delivery is delayed (see Clause 5g). The Hirer's obligations under this Agreement shall continue until eventual re-delivery.

Clause 15 - Non-assignment: The Hirer shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel without the consent in writing of the Company.

Clause 16 - Insurance: No liability whatsoever shall be taken by the Company for any personal effects, property or equipment. The Hirer should take out additional insurance as they feel necessary. Cancellation and curtailment insurance is not included in this Agreement.

Clause 17 - Arbitration: Any dispute in connection with the interpretation and fulfilment of the Agreement shall be referred to the British Marine Federation's arbitration service. If it remains unresolved then the dispute will be settled in Court. This Agreement shall be construed in accordance with the laws of England.