

## Purple Pelican Self-Drive Hire Boats: Full Terms & Conditions of Hire.

*Definitions:* 'Company' ~ Powerboat Training UK Ltd trading as 'Purple Pelican Self-Drive Boat Hire'; 'Hirer' ~ The person identified on the Hire Agreement as the Hirer; 'Hire Period' ~ The period of hire as identified in the Hire Agreement; 'Hire Fee' ~ The Fee identified in the Hire Agreement; 'Vessel' ~ The craft identified in the Hire Agreement.

**NB: Please read this contract with care. You are signing a legally binding contract.**

**Clause 1 ~ Agreement to Hire:** The Company agrees to hire the vessel to the Hirer and not to enter into any other Agreement for the hire of the vessel for the same period. The Hirer agrees to hire the vessel and shall pay the Hire Fee and any other agreed charges by credit card. Where payment cannot be paid by credit card then in addition to the Hire Fee a deposit of £500 in cash must be deposited. Proof of identity in the form of a Passport, Driving Licence or some other photo ID is required

**Clause 2 ~ Delivery:** The Company shall at the beginning of the hire ensure the vessel is available for the Hirer and the Hirer shall take in full commission and working order, in good condition throughout and ready for service with full equipment, enabling the Hirer to use the boat as set out in Clause 13. The Company does not warrant her comfort in bad weather conditions for all cruises or passages within the Cruising Area.

**Clause 3 ~ Re-delivery:** The Hirer shall re-deliver the vessel to the Company at Cobbs Quay Marina free of any debts incurred for the Hirers account during the Hire Period and in as good a condition as delivery was taken, except for fair wear and tear arising from ordinary use.

**Clause 4 ~ Cruising area:** The Hirer shall restrict the cruising of the vessel to within Poole Harbour – the limit of navigation being marked by the path of the Poole Harbour Chain Ferry. At no time may the Hirer pass through the harbour entrance beyond the Chain Ferry. Each vessel is fitted with a tracking device, if the tracking device reports that the Hirer has passed the limit of navigation then the Hirer agrees to pay a fee of £500 on each occasion the vessel passes the limit of navigation.

**Clause 5 ~ Maximum Number of Persons, responsibility for children, health of the hirers party:**

a) The Hirer shall nor at any time during the Hire Period permit more than the maximum number of persons on board – 6 persons or 400Kg.

b) 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.

c) The nature of a powerboating may render it unsuitable for a person with a physical disability or condition, or undergoing medical treatment. By signature of this agreement the Hirer warrants the medical fitness of all members of the Hirer's party for the voyage undertaken.

**Clause 6 ~ Crew:** The Hirer shall ensure that no member of the crew shall carry or use any alcohol or illegal drugs on board the vessel. The Hirer confirms that as the hirer of this craft he/she is assuming the position of Skipper/Captain and therefore in law is responsible for the craft and all the passengers onboard. The Hirer shall ensure that he/she shall comply with the laws and regulations of Poole Harbour during the course of this agreement. The Hirer shall ensure that none of the party smoke whilst on board.

**Clause 7 ~ Water Sports:** The Company specifically forbids the use of water sports equipment. The vessel cannot be used for diving.

**Clause 8 ~ Operating Costs:** The Hirer shall be responsible for the operating costs, including any fines, fees or charges incurred during the period of charter. Except reasonable fuel. The Hirer agrees that the Company can charge his/her Credit Card for the Hire Fee and any other charges/penalties incurred by the Hirer.

**Clause 9 ~ Delay in delivery:** The Company will use its best endeavors to deliver the vessel to the Hirers at Cobbs Quay Marina at the scheduled time. If a delay exceeds the lesser of 1 hour or 25% of the total hire period, the Hirer shall be at liberty to treat the Hire Agreement as terminated and the Company shall thereupon return 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 whatsoever nature resulting from the curtailment or cancellation of this Hire Agreement.

**Clause 10 ~ Delays in re-delivery:** Condition as upon delivery (reasonable wear and tear excepted) and with her inventory complete. If the Hirer shall fail to re-deliver the vessel at the time and place agreed he shall be liable a sum equal to twice the pro-rata daily/hourly hire fee for every hour or part thereof by which re-delivery is delayed. The Hirers obligations under this agreement shall continue until eventual re-delivery. If the vessel is returned in a condition that the Company considers unreasonably dirty then the Hirer is liable to a cleaning charge of £50.

**Clause 11 ~ Cancellation & Failure to arrive for the hire:** If the Hirer cancels this agreement on or at any time before commencement of the Hire Period, or if the Hirer shall fail, after notice, to pay any amount payable under this agreement, the Company shall be entitled to treat this agreement as having been repudiated by the Hirer and to retain the full amounts of payments made to the Company, before repudiation. If however, the Company is able to re-let the vessel to another Hirer for all or part of the Hire Period, upon similar or discounted terms then the Company shall refund to the Hirer such net balance as shall remain from the re-letting fee after deduction of all expenses and commissions incurred on the original hire and re-letting. The Company shall use its best endeavors to re-let the vessel and shall not unreasonably withhold his agreement to re-let. However, it shall not be obliged to accept any Hire if it considers that this be detrimental to the vessel, the Company or its reputation. If the Hirer fails to arrive in time for the commencement of the hire the Company may charge the Hirer's Credit Card with the full amount of the Hire Fee.

**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 by the Hirer for a period of not less one-quarter (1/4) of the Hire Period (and the disablement has not been brought about by any act or default of the Hirer), the Company shall make a pro-rata return of the Hire Fee from the date and time when the vessel was disabled or became unfit for use. The Hirer shall remain liable for normal expenses during this period. If it be mutually so agreed the Company shall allow a pro-rata extension of the Hire Period. If the Hirer considers the circumstances justify the invoking of this clause, he shall give immediate notice to the Company that he wishes to do so. If however, the vessel is lost or is so extensively disabled that the vessel cannot be repaired within a period of four hours or one-half of the Hire Period, whichever is the shorter, the Hirer may terminate this agreement by notice in writing to the Company. The Hire fee shall be repaid by the Company pro-rata without interest for that part of the Hire Period that commenced at the time of loss or disablement. For the avoidance of doubt the grounding of the vessel by the Hirer is considered "an act or default of the Hirer".

**Clause 13 ~ Use of Vessel:** The Hirer shall use the vessel as a pleasure or means of water transport for the use of himself and his guests. The vessels will not be raced, speed tested, beached, or used as a ferry. The Hirer shall ensure that no pets or other animals are brought on board the vessel without consent in writing from the Company. The Hirer shall ensure that the behavior of himself and his 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 guests comply with the laws and regulations Poole Harbour during the course of this agreement. The vessel under any circumstances shall not exceed speeds of 10 knots. 6 knots in the restricted speed areas.

Failure to comply with this will result in a fine of up to £1000 payable to the Company. The Hirer is forbidden from allowing any person who has not signed 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 (which can be gained from a Purple Pelican representative) is the Hirer's responsibility.** **Clause 14 ~ 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. Any such consent, if given, will be on such terms as the Company thinks fit.

**Clause 15 ~ Insurance:** The Company shall insure the vessel against all customary risks for a vessel of her size and type. The underwater gear e.g. propellers / gear casings shall not be insured by the Company and the Hirer shall be liable for any damage sustained. The Hirer shall be responsible for carrying insurance for all personal effects whilst on board or ashore and for medical or accident expenses incurred. 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 16 ~ Hirer's Liability:** Under normal circumstances the Hirer shall only be liable for such costs or losses as may be incurred repairing damage caused by the Hirer or his guests (intentionally or otherwise) to the vessel or any third party as detailed in the Hire Agreement.

**Clause 17 ~ Definitions ~ Hirer:** Throughout the agreement the term 'Hirer' and corresponding pronouns shall be construed to apply whether the Hirer is male, female or corporate, single or plural, as the case may be.

**Clause 18 ~ Arbitration:** Any dispute in connection with the interpretation and fulfillment 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.

The above terms & conditions are available in large print format displayed in our office.

<b>Hirers signature:</b>		<b>Date:</b>	
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