



Rent-a-Ribeye Terms & Conditions

Definitions:

'Company'	- Ribeye Ltd
'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
'Security Deposit'	- The amount held by the Company and detailed 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, the Security Deposit, any Advance Provisioning Allowance and any other agreed charges, in cleared funds.

The hire period shall be daily or weekly Saturday to Saturday.

Clause 2 Payment Terms

A 50% deposit is payable with the completed booking form. The balance is payable 14 days prior to the start of the rental. Ribeye reserves the right without further notice to re-let the vessel where the balance of the rental remains unpaid by the due date.

A refundable security deposit of £1,000 is payable with the balance. It is a condition of our insurance to take payment of the security deposit at least 14 days before the start of the rental period. Payment of the deposit by credit or debit card is not accepted. Refund of the security deposit will be made the week following the end of the rental period.

Clause 3 Collection

At the beginning of the hire, the Hirer shall collect the vessel from the Company 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 vessel as set out in Clause 14. The Company does not warrant her comfort in bad weather conditions for all cruises or passages within the Rental Area. Please note that delivery, launch, recovery and return delivery are chargeable services.

Collection time for weekly hire shall be Saturday 15.00am

Clause 4 Re-delivery

The Hirer shall re-deliver the vessel to the Company at the pre-designated location free of any debts incurred for the Hirer's 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.

Re-delivery time for weekly hire shall be Saturday 10.00pm.

Clause 5 Cruising Area

The Hirer shall restrict the cruising of the vessel to the rental area as pre-agreed in the Hire Agreement. The cruising area shall be limited to 10 miles from the safe haven in favourable weather and in daylight.

Clause 6 Helmsman's Qualifications

The helmsman must have a minimum of RYA Powerboat Level II. He must send in a copy of his certificate with his booking form and bring the original to the handover. He must have at least two years experience and be aged over 25.

Two forms of ID required: (a) passport or driving licence (b) utility bill or bank statement. Copies must be sent in with the booking form and the originals must be brought to the handover.

Clause 7 Maximum Number of Persons, responsibility for children, health of the Hirer's party

- (a) The Hirer shall not at any time during the Hire Period permit more than the maximum number of persons on board.
- (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 boating in a RIB may render it unsuitable for a person with a physical disability, 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 8 Crew

The Hirer shall ensure that no member of the crew shall carry or use any alcohol or illegal drugs on board the vessel and all liability to and/or losses caused by anyone under the influence of alcohol/drugs is excluded. The Hirer shall ensure that no firearms or any description shall be kept on board and confirms that as the hirer of this vessel he is assuming the position of captain and therefore in law is responsible for the craft and all the passengers onboard. The Hirer shall ensure that, during the course of this agreement, he shall comply with the laws and regulations of waters within the rental area.

Clause 9 Water Sports

The Company shall not be held responsible for any loss or damage while using water sports equipment and excludes liability to and of all divers and their equipment. The Company must be notified in writing if the hirer intends to use water skis or water toys.

Clause 10 Operating Costs

The Hirer shall be responsible for the operating costs, including any fines, fees or charges incurred during the period of rental. A full tank of fuel will be provided at time of handover. On return of the boat, the fuel tank will be full of fuel. Any discrepancy in fuel will be charged for.

Clause 11 Delays in Re-Delivery

Conditions 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 Hirer's obligations under this agreement shall continue until eventual re-deliver.

Clause 12 Cancellation

If the Company shall be given by the Hirer notice of cancellation of 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 and shall not unreasonably withhold his agreement to re-let. However, he shall not be obliged to accept any Hire if he considers in his sole discretion that this be detrimental to the vessel, the Company or its reputation.

Clause 13 Breakdown or Disablement

If after delivery the vessel at any time is disabled by breakdown of machinery, grounding, collision, or other cause so as to prevent reasonable use of the vessel by the Hirer for a period of not less than one-quarter (¼) 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.

Clause 14 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 vessel will not be raced, speed tested, 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 behaviour 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 including periods when the vessel is left unattended.

The Hirer shall comply and shall ensure that his guests comply with the laws and regulations of any waters the vessel shall enter during the course of this agreement. Failure to comply with this will result in a fine of up to £1,000 payable to the Company. 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 is the Hirer's responsibility.

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. Any such consent, if given, will be on such terms as the Company thinks fit.

Clause 16 Insurance

The Company shall insure the vessel against all customary risks for a vessel of her size and type. A detailed schedule is attached. 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.

The boat is not warranted when ashore unless stored in locked compound or with a wheel clamp. The boat is not warranted while left unmanned off the beach. If you are towing the boat yourself, it is your responsibility to notify your car insurer.

Clause 17 Security Deposit and Hirer's Liability

The Security Deposit shall be held by the Company and may be used in or towards, discharging any liability that the Hirer may incur under any of the provisions of this agreement. To the extent that it is not so used the security deposit shall within 7 days of the end of the Hire Period, or the settlement of all outstanding questions – whichever is later, be refunded to the Hirer without interest. 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 up to the amount of the Security Deposit as detailed in the Hire Agreement. The Hirer may be liable for a sum greater than the Security Deposit on any one accident or occurrence if the Hirer or any of

his guests acted in such a manner (intentionally or otherwise) as to void, or limit, or increase the premium under the Company's insurance.

Clause 18 Company Liability

Ribeye, its servants, agents, do not accept any responsibility for any loss damage or injury suffered by any persons and/or their property arising out of their activities whilst using a Ribeye unless such loss or damage was caused by or resulted from negligence. Ribeye will not be held liable for situations, which are beyond its control e.g. bad weather.

Clause 19 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 20 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.