

CONDITIONS OF HIRE

Bookings A Deposit of One Third of the total hiring fee is required at the time of booking. A barge is booked only when the signed completed booking form together with the deposit has reached the owner and receipt and hire invoice has been dispatched to the hirer.

Balance of Hire Fees Must be received 4 weeks before commencement date. Should the hirer be unable to take over the barge he must notify the owner immediately in writing, when every effort will be made to re-let the craft at a charge of 5% of the hire fee. If the owner is unable to re-let, the hirer remains responsible for the balance.

Security deposit for fuel and damage. A security deposit of €350 cash or credit card pre-authorisation must be paid by the hirer before the commencement of the cruise. If no loss or damage has occurred to the barge, contents or other parties, the deposit will be refunded in full. In the event of any occurrences the owner reserves the right to withhold payment. Diesel and holiday extras will be charged for at the end of the holiday and can be charged to the card or paid for in cash.

Hire Periods Craft may normally be booked only as stated in our current booking form. Time of taking possession (subject to unavoidable delays) is normally between 15.00hrs and 1700hrs. Where it is not possible for the hirer to take over during these hours special arrangements can be made by the owner to accommodate the hirer, provided that these are arranged beforehand.

Return of barges Barges must be returned to base and handed over in a clean condition throughout to the owner by 0900 hrs on the last day of the cruise or as otherwise arranged and confirmed in writing by the owner. Failure to comply with this condition will involve an additional charge equal to twice the daily rate for the craft in question and payment to the owner for any further loss sustained.

Insurance The barge and its equipment are insured by the owner at his expense against accidental loss or damage. The hirer is however, liable for the first (a) €350 in respect of all craft or all claims other than those occasioned by negligence on the part of the owner. Further legal liabilities to third parties of the hirer and or the owner are covered up to a limit of €1m for any one accident or series of accidents arising from the same event. The hirers responsible for damage or legal liability arising out of wilful and deliberate acts on his part. A cash deposit of (b) €350 in respect of all craft, is required on embarkation which is refundable within one week of the completion of the cruise, if no loss or damage for which the hirer is liable occurred to the barge or any of the equipment and the barge has not been involved in an accident. No replacement of equipment can be accepted unless similar to the articles damaged or lost. Members of the party must not exceed the number of persons listed on the booking form and never be less than two. Cars, suitcases and other personal property may be left at Riversdale Barge Holidays but at Hirers risk

Repairs and Service All repairs and service are the responsibility of the owner, unless made necessary by the negligence of or misuse of the barge or any part of its equipment by the hirer or any member of his party any person invited on the barge by him. The owner must be notified immediately by telephone (Ballinamore 071 96 44122) If any repairs become necessary and they must not be put into the hands of other firms without authority.

Delays and restriction of cruising waters There shall be no liability on the owners behalf for any loss of time or expense arising from any cause whatsoever. Every precaution is taken to ensure that craft are in serviceable condition but in the event of a breakdown the hirer should telephone the owner which immediate steps will be taken to effect repairs. No refund will be made for reasonable delays for repairs. The owner cannot be held responsible for delays or restriction of cruising waters arising from obstruction, repairs or damage to navigational works, floods, ice etc. and reserves the right to restrict the cruising waters if unusual or hazardous conditions prevail. Under no circumstances may the craft be taken below Lanesboro bridge on the Shannon or above Enniskillen on the Erne. Insurance Policies are not valid beyond these limits. Craft are not permitted to cruise after dark.

If owing to circumstances beyond the control of the owner the craft booked is not available every effort will be made to supply a similar craft. Should this prove impossible the deposit paid will be refunded but the hirer will have no claim on any account against the owner.

Accident The hirer is responsible to the owner for the safe navigation of the barge and proper use of the barge and its equipment. In the event of a mishap the hirer must immediately furnish the owner with full particulars and names and addresses of witnesses together with names of owner, hirer and craft if another craft is involved.

The owner retains the right to refuse to hand over the craft to, or to terminate the cruise of any hirer who is not considered a suitable person to take charge.

Experience Previous experience is not necessary but must be stated at time of booking craft. However, in the interests of safety of the hirer, the owner reserves the right to restrict the cruising range of the craft hired to persons who in the owners opinion have insufficient experience to navigate the Erne Or Shannon. No financial adjustment will be made in any of these circumstances.

No craft may undertake towing without the written consent of the owner, except in case of emergency.

The Owner retains the right to recover any craft which may appear to have been abandoned by the hirer even should he not have done so

RIVERSDALE BARGE HOLIDAYS WILL NOT BE RESPONSIBLE FOR LOSS OF , OR DAMAGE TO PERSONAL EFFECTS.

Riversdale Barge Holidays is a registered trade name company incorporate No. 197468
Directors GS Thomas, GRP Thomas

