

Spirit of Endeavour (Yorkshire) CIO

Standard Booking Conditions for Boat Trips on Richard's Endeavour.

The Hirer is to ensure that all passengers comply with these Standard Booking Conditions and any special conditions that might separately have been agreed in writing.

The general rule is that the carer/responsible person looks after all passenger needs during the trip, and the crew look after the boat.

1. Understanding these Standard Booking Conditions and GDPR

The Hirer undertakes to ensure that they have read and understood the Standard Booking Conditions presented here. If the hirer is in any doubt as to the meaning of anything in this document, the Spirit of Endeavour (Yorkshire) CIO should be consulted immediately.

Messages can be left on 01756 701005 option 1. The phone is not normally manned, so leave a message or email us at bookings@spiritofendeavour.org.uk

All data provided by The Hirer upon booking will be processed in accordance with The Spirit of Endeavour's Privacy Notice which may be found on the web site at

<https://spiritofendeavour.org.uk/policies-and-documents/> along with our GDPR Policy.

2. Payment for the trip

Once a trip has been booked online it will remain a Booking Request holding the date until confirmed. It will be confirmed when either:

- Payment has been received within 7 days of booking the trip. (or within any other period agreed) OR,
- An official Purchase Order is provided within 7 days of booking the trip.

An invoice will be sent to the email address registered with the booking within a few days of the Reservation Booking being made, or, after receipt of the Official Purchase Order.

Payment can be accepted by bank transfer, credit or bank card. For card payments there is a secure link on the electronic invoice which will enable the payment to be made.

Once payment is received the booking will be confirmed. If either payment, or a Purchase Order, is not received within 7 days (or other period agreed) the Booking Request will be cancelled and the date made available for others to book.

3. Format of the trip

The format of a standard trip is shown on the website. Unless agreed otherwise trips will expect to leave the pick-up point at the far end of the Skipton Hospital main car park at 10:30 and will return around 3:00 to 3:30 depending on conditions on the day. You are asked to be at the Hospital ready to board from 10.15. Late arrival may require a shorter trip or a later return, which can be agreed on arrival at the boat.

The address for the trip start-point is Skipton General Hospital, Keighley Rd, Skipton BD23 2RJ. Please use the main entrance marked Gate 2 on their signboard.

If you are going to be late arriving, please ring the boat on 07513 212930 to inform the crew of your likely arrival time. The phone is likely to be answered from about 9.00 onwards.

Any special requirements or changes to the format of the trip should be agreed upon at the booking stage.

4. Parking at Skipton Hospital

We have an agreement for one vehicle (usually a minibus) to be parked in the Hospital Car Park. There is no charge. If you intend to park more than one vehicle, you will need to make alternative arrangements.

If required, we can make alternative pick-up arrangements, this usually involves you making use of the Long Stay car park in central Skipton for which the hirer pays the car parking charges. There is ample parking available here, and we can bring the boat into Skipton Basin for boarding.

5. No Smoking Policy and Use of Alcohol

5.1 Smoking and vaping are not permitted whilst on board.

Short smoking breaks can be taken at swing bridges by arrangement with the Skipper. Cigarette ends and matches must be disposed of with regard to fire hazard – not in the boat's waste bin if hot.

5.2 The consumption of alcohol (brought by the hirer) is permitted in moderation. Any passengers who have, in the opinion of the skipper consumed to excess, will be asked to leave at any point on the trip.

6. Carer/Responsible Person Responsibilities

- 6.1 The Hirer will ensure that the boat trip will have a Carer/Responsible Person nominated by the Hirer, who will be responsible for the welfare of all passengers and any personal care needs that they may have. The hirer will ensure that the Carer/Responsible Person is suitably qualified and experienced and given sufficient helpers bearing in mind the nature of the group.
- 6.2 The Hirer or Carer/Responsible Person will also be responsible for the preparation of food and drinks, closely supervising the use of the kitchen by passengers who are competent and ensuring that hot food and drinks are moved carefully and safely to passengers. Where the Responsible Person is not able-bodied s/he must be accompanied by a second Carer/Responsible Person who is able-bodied in order to ensure that all of the tasks required by these Standard Booking Conditions are fulfilled.
- 6.3 The self-catering kitchenette is to be left as found, with everything clean, with crockery and cutlery washed and dried and put away.
- 6.4 The Crew are instructed not to lift passengers for insurance reasons. Carers/Responsible Persons must ensure that they have the capacity to lift passengers, if necessary, when transferring to/from the boat, when attending to personal care or following a fall.
- 6.5 Whilst we cannot control nature, the crew will brush most of the leaves from the Hospital Ramp and in icy weather will sprinkle rock salt. Carers/Responsible Persons must wear non-slip flat shoes and ensure that all passengers do likewise.
- 6.5 Carers/Responsible Persons are responsible for taking appropriate care to avoid slips/trips and falls between their transport and the boat and also on the boat itself; and in addition, must ensure that passengers take similar care.
- 6.6 The boat has limited headroom at entrance hatches/steps and below decks – Carers/Responsible Persons need to take care and ensure that passengers take similar care.
- 6.7 Carers/Responsible Persons are responsible for moving passengers from their transport to the boat and on the boat itself, as required.
- 6.8 In hot weather Carers/Responsible Persons must ensure that passengers are suitably protected by sunscreen, long sleeves and sunhats etc and that fluid intake is maintained. Conversely in cold weather Carers/Responsible Persons must ensure that passengers wear suitable clothing for transfer from their transport to the boat having regard for the anticipated conditions. Spare blankets are on board to supplement the boat heating system. Umbrellas are available.

7 Passengers

- 7.1 Endeavour is **licensed to carry up to 12 passengers** which includes anyone in a wheelchair and any carers/Responsible Persons. It also includes children under 1 year.

- 7.2 The number of wheelchair users including poor walkers who need a wheelchair to access the boat **are restricted to 4 and each must have his/her own wheelchair on board**. There should be one carer or competent person to push a wheelchair, per wheelchair user.
- 7.3 The boat cannot leave the jetty with more than 12 passengers excluding the Endeavour crew, nor if the number of wheelchair users exceeds 4, nor if all wheelchair users do not have a wheelchair on board. This is to ensure that the boat can be evacuated safely by all passengers in the event of a fire or other emergency.
- 7.4 On the canal there is low headroom under bridges and many overhanging branches, especially when passing other boats. Passengers on the front deck must remain inside the handrails and below the roofline at all times
- 7.5 Passengers must move around the boat with care – be aware of wet and slippery surfaces and potential bumps/jolts – the crew will warn passengers when possible.
- 7.6 Passengers, including Carers/Responsible Persons, are not allowed on the rear deck other than with the prior consent of the Skipper, due to low/no handrails and the potential of impeding essential crew actions.
- 7.7 Passengers must remain seated with the cooker switched off when passing through locks.
- 7.8 The Crew's duties relate to the operation of the boat – they cannot provide personal care or refreshments etc for passengers
- 7.9 The crew will wear lifejackets during the trip. This is for the safety of the crew who step on and off the boat multiple times a day. Passengers do not need to wear lifejackets, although passenger lifejackets are available in the event of an emergency.

8 Wheelchairs

- 8.1 Wheelchairs with their occupants must not exceed the weight limit for the passenger lift which is 300Kg or 47 stone.
- 8.2 There is also a limit on wheelchair sizes due to the passenger lift size. The passenger lift has a maximum width for wheelchairs of 29 inches (735mm) and a maximum length of 40.5 inches (1030mm) measured from very front to very back.
- 8.3 If the wheelchair will not fit in the lift, then the person in the wheelchair will have to sit outside at the front of the boat. If this is the case consideration should be given to the weather on the day and any rainwear or extra warm clothing that may be needed. Toilet facilities will not be available.

9 Dogs and Pets

A service dog that has been certified by Assistance Dogs International or the International Guide Dog Foundation is welcome on the boat. Other pets are only permitted by special arrangement.

10 Transfer from Transport to Endeavour

Crew cannot push wheelchair users from transport to Endeavour or provide other assistance for insurance reasons. Carers/Responsible persons are responsible for moving passengers who need assistance from Transport to Endeavour and within the cabin or on the front deck. Carers/responsible persons are responsible for taking appropriate care to avoid slips/trips/falls and must ensure that passengers take similar care as they would in their own locality.

11 Passenger Numbers and Passengers' Medical Conditions

On arrival, the Skipper will agree with you the number of passengers on board (which cannot under any circumstances exceed 12).

The Carer/Responsible Person must hold details of any medical conditions of all passengers in case of illness during the trip and bring appropriate medical equipment/medication bearing in mind that

should an emergency occur; we might be in a location inaccessible to Emergency Services. Only ORIGINAL 'Do not Resuscitate' or 'RESPECT' forms other similar documentation will be acted upon.

12 Lift Usage

There is a lift installed on the boat to allow wheelchair users or infirm passengers to access to the cabin. Only trained crew members can operate the lift and the crew member's instructions must be followed for safety. Ask a crew member when the use of the lift is required. The crew member will supervise the loading and unloading of wheelchair users.

All wheelchair brakes must be locked on and powered wheelchairs switched off in the lift.

13 Facilities Onboard and Waste

Tea, coffee, sugar, long life milk, and bottled drinking water are provided free of charge, for Carers/Responsible Persons to make drinks for passengers or to supervise passengers making drinks, if appropriate. There are ample mugs, water glasses, and small and larger plates and bowls available. There is a disabled toilet. Only toilet paper should be put down the toilet.

All incontinence pads and other clinical waste must be removed at the end of the trip. Other waste may be left in the boat's bin.

14 Fire Safety and Food Preparation

1. Provision of food is the responsibility of the hirer.
2. The cooker, kettle and microwave can be used to heat food but are only to be used by Carers/Responsible Persons and passengers who are competent to use them.
3. Carers/Responsible Persons are to directly supervise the use of the cooker, kettle and microwave.
4. No metal objects are to be placed in the microwave. Most of the boats plates and dishes are enamel and must not be placed in the microwave due to their metal content.
5. The kettle must not be allowed to boil dry.
6. Care must be taken with inflammable items near cooker including tea towels and clothing.
7. Carers/Responsible Persons are to directly supervise the moving of hot drinks/hot water/hot food from kitchen to passengers.
8. When travelling through a lock the crew will ensure the gas hobs are turned off.
9. Shallow and deep frying are not permitted on the boat.

15 General Conditions

Spirit of Endeavour (Yorkshire) CIO will not accept liability for any loss or inconvenience caused to the Hirer or Passengers due to delays in timing. We will do our best to stick to the published times but circumstances outside our control can cause delays.

Spirit of Endeavour (Yorkshire) CIO will not accept any responsibility or liability for any loss or damage to articles of the Hirer or Passengers. Any articles of lost property will be held for 28 days if not claimed by the owner after that time Spirit of Endeavour (Yorkshire) CIO reserves the right to dispose of items as it sees fit.

16 Cancellation and Refund Policy

1. If for any reason (e.g. boat breakdown, or dangerous weather conditions) Spirit of Endeavour (Yorkshire) CIO has to cancel a booking it will attempt to give as much advance notice to the Hirer as possible. In these circumstances, Spirit of Endeavour will try to agree with the Hirer on a suitable alternative date for the trip. If an alternative date cannot be agreed upon and the reason for the cancellation is no fault of the Hirer, Spirit of Endeavour will provide a full refund of all payments made. Spirit of Endeavour (Yorkshire) CIO will not be responsible for any other costs you may incur e.g. for your transport hire.

2. If the Hirer cancels a booking they will be entitled to a refund of monies paid provided notification is received 30 days before the date of the trip. An attempt to change the booking to an alternative date will be made.
3. If cancellation is received less than 30 days from the date of the trip, any monies paid will be non-refundable.
4. We reserve the right to cancel bookings at any time at our discretion which could include a frozen canal, lack of water in the canal, closed bridges, mechanical failure of the boat, excessive wind (usually average wind speed exceeding 17mph), extreme heat warning by UKHSA of Yellow or above, or any circumstances beyond our control with a full refund of any monies already paid.

17 The Crew and Skipper

The boat is crewed by a suitably trained crew and at least one skipper, all of whom are volunteers. The skipper holds a qualification recognised by the Marine and Coastguard Agency and is qualified to manage the boat and crew.

The skipper is responsible for the management and safety of the boat and the crew and has many essential duties to ensure that the boat trip takes place safely. Any decisions of the skipper are final and all instructions from the crew and skipper must be followed promptly to maintain this safety. At the start of the trip, a safety briefing will be delivered by the skipper or a designated crew member. The crew will make sure that all passengers are transferred from the jetty to the boat and back again safely.

18 Hen and Stag parties

NO Hen or Stag parties are permitted on board. Any booking found to have breached this condition will be cancelled without refund, and if underway, the persons concerned asked to leave the boat.