



# Dolmen Sports

Ballycahane, Crecora, Co. Limerick  
Contact, Andrew Deakin 087 6667015  
VAT no. 9710720W

## Terms and Conditions

1. All bookings made with Dolmen Sports are made subject to these Conditions of Hire below. For the purpose of these Conditions and any contract or agreement the term "The hirer" shall be taken to mean all persons making-up the hire party whether individually named or not and "DS" shall be taken to mean Dolmen Sports.
2. The boat is considered booked only on receipt of a booking deposit of €500 along with a signed booking form. Final payment to be made by card, bank transfer or Revolut a minimum of two weeks prior to the hire period. Should the hirer have to cancel the booking at any stage, DS should be notified immediately. If the boat is then re-hired, a refund of €250 will be administered.
3. Hirers must be aged 21 years or over and are responsible for all persons in the Hire party. Only the persons named on the booking invoice are permitted on the boat overnight or while underway. DS reserves the right to decline to hand over the boat to the Hirer if they do not seem able to take up the responsibility of hirer for any reason, which, in their opinion would lead to a serious risk of accident or damage. In this case, DS can cancel the contract, and will in this case refund the Hire fee less the booking deposit without further liability on either party.
4. The hirer is obliged to respect the rules of river navigation as laid down by the waterways authorities and by DS. Night navigation, towing, lending and subrental of the boat are forbidden. Navigation below Killaloe bridge, into the Grand canal, into the Royal Canal or onto the River Barrow is not permitted. The boat must be tied alongside at night and not left on anchor. DS cannot be held liable for any delays or restrictions to navigation due to reasons beyond their control (repairs, maintenance, flooding, low water levels, strikes etc.).
5. The hire period will normally begin in Killaloe after 4.00pm on the day of commencement and will normally finish at 10.00am on the final day of hire. DS will not be held responsible for any unforeseen delays due to damage to the boat from the previous hire or its late return from previous hire period. Other times may be possible by prior arrangement. It is the responsibility of the hirer to monitor weather conditions ensuring safe arrival back at Killaloe at the required time. Charges may be applicable at daily rates for late return or for leaving the boat at another location other than Killaloe.
6. The boat has full comprehensive insurance cover. Third party risks are covered up to €3,000,000. DS accepts no liability for death or injury to the hirer or any member of his/her crew or for loss/damage to their property, however caused and this is the responsibility of the hirer. The hirer is responsible for any loss or damage or any other legal liabilities arising out of deliberate acts on his

part or negligent conduct, including any incident occurring if the hirer is under the influence of alcohol or drugs. In the event of any accident or mishap the Hirer must immediately furnish DS with full details, including photographs where possible, together with the names and addresses of witnesses and the names of owners or hirers if another craft is involved. A damage deposit of €500 is required prior to the hire period either pre-paid or in cash on commencement of the hire period. This covers the cost of minor damages/losses of equipment or the excess on the insurance policy in the case of more serious damage leading to a claim. If the boat is returned with no damage or losses of equipment, the damage deposit is returned in full on the return day.

7. Full instruction on the use of the boat and equipment will be given to the hirer. This will include a trial run. On completion of this instruction, the hirer takes full responsibility for the boat and its equipment and will be required to sign a form detailing the suitability of the instruction given as well as confirming that the boat and its equipment are in a satisfactory condition.

8. In the case of unforeseen circumstances, beyond of the control of DS, where the hired boat is not available, all possible actions will be taken to assist the hirer to obtain the hire of a boat with equivalent comfort and capacity from another supplier and a full refund will be given.

9. DS reserves the right in unfavourable weather or river conditions to set limits of navigation or to cancel or refuse the hire of the boat in the interests of safety. If the hire is cancelled due to weather or river conditions, a full refund will be given.

10. The boat, as self-catering accommodation, is to be returned in a clean condition. Charges may apply if the boat is not returned in a clean condition. Boat toilets can block, particularly if excessive toilet paper or sanitary towels etc. are placed in the toilet to be pumped through. There may be a charge applied for unblocking of the toilet in these cases.

11. Travel to and from the boat is the responsibility of the hirer. DS accepts no responsibility for any delays, however caused, leading to missing of connecting flights or any other travel arrangements. Car parking is not provided by DS and responsibility for car parking is solely with the hirer.

12. No pets are allowed on the boat without prior arrangement.

13. Any repairs and maintenance required are the responsibility of DS unless made necessary by the wilful conduct or neglect of the Hirer. Please notify DS immediately if any repairs or service are required. Where a hirer cruises outside the designated navigation areas detailed in the maps provided and grounds the cruiser, a charge may be applied. The hirer may be subject to a service charge if repairs are necessary due to neglect or wilful behaviour. DS is not liable to pay or recompense for any loss of cruising time due to breakdowns, damage or any other defects or unforeseen causes.

14. Do not give or accept a tow without prior contact with DS. If you suffer a breakdown or run aground, stop the engine, lower the anchor and ring DS on 087 6667015. In the case of emergency, first ring 999 and ask for coast guard assistance. There are RNLI and coast guard rescue craft on Lough Derg and Lough Ree.