

## 1. Definition of Terms

In this agreement, the following terms shall have the meanings hereby respectively assigned to them:

“Agreement” means the agreement between You and the Company which is made up of Your Booking Confirmation containing the hire period and price, these Terms and Conditions, and the Handover documents for a particular booking.

“Deposit” means an initial 10% payment immediately due upon receipt of the Booking Confirmation.

“End Date” means the end date or Return date in the Booking Confirmation.

“Hire Period” means the hire period in the Booking

Confirmation.

“Price” means the price in the Booking Confirmation.

“Security Deposit” means the security deposit in the Booking Confirmation.

“Start Date” means the start date or Pickup date in the Booking Confirmation.

“You” and “Your” means the person or persons named in the Booking Confirmation or in Your party each of whom shall be individually responsible for complying with the Agreement.

## 2. Agreement to Hire

2.1 When You request a booking You are making an offer to hire a boat on these Terms and Conditions and upon acceptance the Company will issue You with a Booking Confirmation and request payment of the Deposit.

2.2 You, as party leader, are responsible for ensuring the accuracy of the personal details and any other information supplied in respect of You and Your party.

2.3 A Booking Quote is not binding on either party and either party may cancel it at any time before the Booking Confirmation is sent out.

2.4 Nothing in these Boat Hire Conditions affects Your statutory rights.

## 3. Prices and Payment

3.1 The Company’s advertised prices are in pounds sterling (£) and include Value Added Tax (VAT). If the rates of any applicable government tax are changed then that different rate will be applied to Your hire for any balance not already paid.

3.2 The Company reserves the right to correct errors in advertised or quoted prices before or at the time of booking and will confirm the correct Price in the Booking Confirmation.

3.3 You will need to pay the Deposit at the time of the booking by credit or debit card or bank transfer.

3.4 The balance of the Price is due not less than eight (8) weeks before the Start Date as shown in the Booking Confirmation. Failure to pay the Price by the due date may result in the booking being cancelled but Your liability for payment will remain.

3.5 The Company may charge interest at 4% per annum over the Bank of England base rate on any money which is overdue from the due date until the actual date of full payment.

## 4. Hire Period, Collection and Return of the Boat

4.1 The boat will normally be available from 2.00 p.m. on the Start Date. You and the Company will agree your pickup time and location on the Booking Confirmation, subject to the provisions of Condition 4.5.

4.2 Before You take the boat over the Company will give You such instructions, demonstrations and trials as are appropriate and You will then be required to check and sign the inventory and the handover sheet.

4.3 In the event that the boat is not available on the Start Date due to any circumstance for which the Company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the Company may substitute the boat with a boat of similar accommodation but if no such boat is available the Company shall refund Your Deposit and any other payments You have made.

4.4 The boat must be returned to the agreed return location and vacated by You by 10:00 am on the End Date. If you are unable to reach the agreed return location then please call the office on 0330 441 7963 so that alternative arrangements can be agreed.

4.5 The Company reserves the right to change the places of handover and return for operational reasons.

## 5. Fuel

5.1 Fuel is included in the cost of Your hire. Any additional fuel needed shall be re-imbursed to You with an appropriate VAT receipt.

5.2 Refuelling may only take place at the premises of suppliers designated by the Company.

## 6. Inventory

6.1 You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible to afford the Company the opportunity to rectify the matter. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

## 7. Your Party

4.1 Your identity and the identity of members of Your party are a material factor in the Company's decision to enter into this Agreement. You must be at least twenty-one (21) years of age at the time of booking and possess the legal capacity to make the booking. You must be authorised by all other members of Your party to enter into and accept the Agreement on their behalf. The full names, ages and permanent addresses of all members of Your party must be provided to the Company at the time of booking. All changes in Your party (the addition, substitution or removal of any member of the party) which take place at any time after the Booking Confirmation has been issued (including during the Hire Period) must be communicated in writing and approved by the Company (such approval is subject to these Boat Hire Conditions, but otherwise not to be unreasonably withheld). You are responsible for making all members of Your party aware of the terms of the Agreement.

4.2 It is the Company's general policy is that it will not enter into this Agreement for school parties, youth groups, hen or stag parties or for any commercial purpose and in such a case the Company may terminate Your booking and retain any monies paid and You will remain liable to pay the balance of the Price.

4.3 If You or any member of Your party has any medical problem or disability that may affect Your booking, please tell the Company before You make Your booking and give full details in writing as early as possible before You travel. If the Company reasonably feels that it cannot properly meet that person's particular needs, the Company may have to refuse or cancel Your booking.

4.4 The boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs.

The Company may cancel Your booking and refuse to hand the boat over to You or repossess it. In such a case the Company shall be entitled to recover any loss, damage and expense from the monies already paid by You and if this is insufficient to cover its loss it shall be entitled to bring a claim against You for the balance of such claim. The company

4.5 The Company may cancel Your booking and refuse to hand the boat over to You if, in its reasonable opinion, You are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (and provided that You have fully complied with Your obligations under this Agreement) the Company will refund the Deposit and any other monies which You have paid to the Company and this Agreement shall be discharged without further liability on either party.

4.6 The Company can refuse to hand over the boat or repossess it if the unreasonable behaviour of anyone in Your party (including anyone invited onto the boat by You) is likely to cause safety concerns or offence to other guests, residents, to members of staff or to waterway users, or if the Company has reasonable cause to believe You or any member of Your party will cause damage or loss to the boat, its services or facilities. If this happens, this Agreement will end and You will not receive any refund and the Company will not have any further responsibility to You. You may be required to pay for any damages that the Company incurs as a result of Your behaviour.

4.7 Pets are not allowed on the boat and not covered under the Company's insurance policy. You will be liable for any damage or loss caused by them or injury to any third party.

## 5. Insurance

5.1 The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to Your paying any applicable policy excess) but You and members of Your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by Your acts, omissions or negligence.

5.2 The Company's insurance policy does not cover personal accidents or Your personal belongings you and your party are advised to take out personal insurance cover.

## 6. Safety and Common Sense

6.1 To ensure that at all times while the boat is being navigated or is transiting locks the minimum age of the operator onboard and in charge is twenty-one (21) years.

6.2 Not to tow or be towed other than in exceptional circumstances.

6.3 To moor the boat securely.

6.4 Not to navigate after sunset or before sunrise.

6.5 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.

6.6 Not to race the boat.

6.7 Not to bring onto the boat any dinghies, canoes, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electric tools or cooking appliances including disposable BBQs, inflammable liquids or substances, gas cylinders, car batteries, fire arms, portable medical equipment or any other items which might create dangers or hazards without the Company's prior Written permission.

6.8 Allow the boat to be occupied only by the persons named in the Booking Confirmation.

6.9 To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

6.10 Not to take the boat on to sea or tidal waters without the consent of the Company. To cruise only on canals and rivers approved by the Company.

6.11 Not to have or carry any live bait on the boat.

6.12 At all times to observe and abide by all regulations, bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities and the Company and their respective officers and employees.

6.13 To avoid cruising in areas or on routes in the light of prevailing weather and navigation conditions.

6.14 You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear.

## 7. Accidents

7.1 You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving You or any other people or any property You must:

7.1.1 obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the Company (when available);

7.1.2 notify the Company as soon as practically possible with full details of the accident and any damage sustained; and

7.1.3 proceed in accordance with and follow the Company's reasonable instructions.

7.1.4 Never admit liability

7.2 You must notify and provide full details to the Company of any breakages, breakdown, damage, theft or loss involving the boat as soon as practically possible. You must not undertake or commission any repairs, adjustment or service without the Company's prior approval.

## 8. Hirer's Property

8.1 The Company will return property at Your cost which it finds has been accidentally left on the boat. Property not claimed within two months from the End Date may be disposed of by the Company.

## 9. Rights of Entry

9.1 The Company reserves the right at any time to board the boat to inspect it. The Company will try to give You reasonable notice first. You agree to allow the Company or their representative(s) or contractor(s) immediate access to the boat at any time.

## 10. Changes and Cancellation

10.1 If You need to change Your booking, the Company will try to accommodate the changes subject to availability. The company shall charge a £40 admin fee plus any difference in the cost of the booking.

10.2 If You need to cancel Your booking You should telephone the Company as soon as possible then provide written notice to increase the prospects of re-letting the boat. The Company shall make the following charges for cancellation, depending on the date on which the written notice is received:

Days Prior to Start Date of the Written Notice	Amount Due by You
Greater than 16 Weeks	0% of the Price
Between 8 and 16 Weeks	10% of the Price (or the Deposit amount)
Between 2 and 8 Weeks	50% of the Price
Less than 2 Weeks	90% of the Price

10.3 The Company may cancel this Agreement by Written notice in the following circumstances:

10.3.1 for any of the reasons described in this Agreement;

10.3.2 in the event of an accident affecting the safety or navigability of the boat;

10.3.3 for breach of any of the rules set out under Section 7 (Safety and Other Rules);

10.3.4 for non-payment of any sum due under the booking and/or this Agreement.

## 11. Exclusion and Limitation of Liability

11.1 The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond the Company's reasonable control which could not have been mitigated or avoided by the Company including but not limited to:

11.1.1 loss of or damage to any person's property (including the boat);

11.1.2 non-fulfilment, interruption or delay to the booking;

11.1.3 breakdowns, mechanical problems, latent defects, damage to the boat;

11.1.4 restrictions on cruising, obstructions, repairs, damage or closure of waterways, nonavailability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climatic conditions;

11.1.5 rationing, shortage or non-availability of fuel;

11.1.6 consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.

11.2 The Company's total liability to You and any person claiming through You in respect of all claims which may arise under this Agreement (other than in respect of claims which cannot be excluded or limited at law, such as claims for death or personal injury) shall be limited in aggregate to the Price actually paid by You to the Company in respect of the Agreement in question.

11.3 To the extent that the terms of this Agreement contradict any laws on consumer rights, the rights conferred on any Party who is a consumer shall remain unaffected.

## 19. Brochure / Website

19.1 The specifications of boats, their accommodation, facilities and equipment in the brochure are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boats supplied and reserves the right to make modifications. In particular alterations may occur during rebuilding or refitting, boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If Your party includes any infirm or disabled persons You should make relevant enquiries at the time of booking.

## 20. Complaints

20.1 You must contact the Company immediately if any problem arises so that it can be sorted out as quickly as possible. If You feel that the problem has not been sorted to your satisfaction, You must, within thirty (30) days of returning from Your trip, provide the Company with a written complaint. Failure to do so may affect Your entitlement to claim compensation if appropriate. Should Your Complaint remain unresolved then you may raise the complaint with British Marine Federation ("BMF").

## 21. Third Parties

22.1 A person who is not a party to this Agreement, shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 22. Data Protection

22.1 To process Your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. For more detailed information about how we use personal information, please see the Company's Privacy Policy.

## 24. Law and Jurisdiction

24.1 This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.

24.2 You and the Company irrevocably agree that any and every dispute (and any non-contractual obligations) arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

24.3 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation.