

Boutique Narrowboats Terms and Conditions v3

Please read this contract with care. You are entering into a legally binding contract.

Contents

| | |
|--|---|
| 1. DEFINITIONS..... | 2 |
| 2. AGREEMENT..... | 2 |
| 3. PRICES AND PAYMENT..... | 2 |
| 4. YOUR PARTY..... | 2 |
| 5. CANCELLATIONS AND REPOSSESSIONS BY THE COMPANY..... | 3 |
| 6. CANCELLATIONS AND CHANGES REQUESTED BY YOU..... | 3 |
| 7. HIRE PERIOD..... | 3 |
| 8. INSURANCE..... | 4 |
| 9. SAFETY AND OTHER RULES..... | 4 |
| 10. ACCIDENTS..... | 5 |
| 11. MAINTENANCE..... | 5 |
| 12. EVENTS BEYOND THE COMPANY'S CONTROL..... | 6 |
| 13. HIRER'S PROPERTY..... | 6 |
| 14. PETS..... | 6 |
| 15. INVENTORY..... | 6 |
| 16 EXCLUSION AND LIMITATION OF LIABILITY..... | 7 |
| 17. WEBSITE..... | 7 |
| 18. LAW AND JURISDICTION..... | 7 |

1. DEFINITIONS

The agreement to hire a narrowboat incorporates these Terms and Conditions and the Booking Confirmation and is between Boutique Narrowboats (the “Company”) and you – the hirer. The Agreement takes effect when the hirer makes the booking online and the company emails or posts the Booking Confirmation confirming the key particulars of the booking.

2. AGREEMENT

When you request via telephone or email you are making an offer to hire a boat on these conditions. A provisional or conditional booking is not binding and you may cancel it at any time before the Booking Confirmation is sent out to You by the Company. Similarly the Company may allocate the spaces that are the subject of your Booking to another party at any time before a Booking Confirmation has been sent to You.

In accepting a Booking, the company's responsibility does not extend beyond the provision of the boat and there is no guarantee that any particular route will be available for navigation during the period of hire. Nothing in these Conditions affects your statutory rights.

3. RESERVATIONS AND PAYMENT

The Company reserves the right to correct errors in advertised or quoted prices at the time of Booking Confirmation.

Payment is deemed to have been made when cleared funds are received in the company's bank account. Time of payment shall be of the essence of the agreement.

The deposit of 30% is payable at the time of the booking request. The balance of the price is due not less than 8 weeks before the start date as shown in the Booking Confirmation. For Bookings made less than 8 weeks before the start date you must pay the full price at the time of the Booking request. If the final balance is not received by the due date the Company reserves the right to cancel the booking and withhold the deposit.

The compulsory Damage Waiver Payment scheme ensures that for a single, non—refundable premium you will be protected from any liability for damage or accident to your boat or its inventory. However the Damage Waiver does not cover damage or loss as a result of reported or witnessed speeding, negligence, intentional damage, late return or return of narrowboat in an unclean condition. In the event of any of the above, the hirer is liable for the full cost of repairs, replacement or compensation.

4. YOUR PARTY

Your identity is a material factor in the Company's decision to make the booking. You must be at least 21 years of age at the time of booking. You must be authorised by all other members of your party to enter into the Booking on their behalf. The full names, ages and permanent addresses of all members of your party must be provided. You are responsible for making all members of Your Party aware of the terms of the Agreement.

5. CANCELLATIONS AND REPOSSESSIONS BY THE COMPANY

The company may cancel your booking and refuse to hand 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 all payments you have paid and the contract shall be discharged without further liability on either party.

The company reserves the right to repossess the boat at any time if, in our opinion, it is being mishandled, misused illegally or if the party's behaviour is considered detrimental to other waterways users. In the event of this happening, no portion of the hire fee will be refunded. You may also be responsible for any costs the Company incurs as a result of your behaviour. We would also draw your attention to the fact that it is illegal to be drunk in charge of a narrowboat.

6. CANCELLATIONS AND CHANGES REQUESTED BY YOU

The agreement is a legally binding contract and may only be amended or cancelled in accordance with these Conditions.

If You want to cancel or change Your Booking you must give the Company notice by calling, emailing or writing. The Company shall make the following charges for cancellation, depending on the date on which the cancellation notice is received:

Days before Start Date when cancellation notice received:

- More than 8 weeks - Loss of deposit
- 7 weeks and 6 days or fewer – Loss of full holiday price unless the Company is able to re-let the boat for all or part of the Hire Period. In this instance, the Company will refund all monies less the deposit, after deduction of all expenses, Paypal charges and commissions incurred on the original hire and re-letting. The Company shall try to re-let the boat but the Company shall not be obliged to accept any Hire if it considers that this be detrimental to the Vessel, the Company or its reputation. Credit card charges are non refundable.

Bookings maybe transferred at the company's discretion and subject to availability. You are strongly recommended to take out cancellation insurance to protect against cancellation liabilities.

7. HIRE PERIOD

The hire period commences at 2pm. You must notify the Company as soon as possible if Your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to you. Although we will do our best to accommodate late arrivals, if we cannot complete the handover till the following day, a £50 fee will be charged to cover the extra staffing costs. There will be no rebate of the price for late arrival.

Before you take the boat over, the company will give you such induction and training as are appropriate. It is expected that you will have viewed the Boaters' Handbook before arrival. You will then be required to check and sign the Handover Document to indicate that these instructions and demonstrations have been understood.

In the event that the boat is not available on the Start Date due to any circumstance for which the Company is not responsible (see Section 12) the Company may substitute a boat providing similar accommodation but if no such boat is available the Company shall immediately refund You with the deposit and any other payments.

The boat must be returned to North Kilworth Marina in a clean condition and vacated by you by 9.30am on the end date and it is your responsibility to ensure a timely return. If you return the boat late or to the wrong place because of poor planning on your part or for another reason which is your responsibility then you will be liable to pay £30 for every half hour of the delay in returning the boat or giving possession and the cost of recovering the boat and any other expenses and losses which the company may incur as a result of the delay including the loss or cancellation of a subsequent booking.

The Company reserves the right to change the place of handover and return for operational reasons or for reasons beyond the reasonable control of the Company. If the Company exercises the right in this clause the Company shall be obliged to give you written notice of the change in sufficient time (consistent with circumstances) to allow any necessary re-planning of your itinerary and to organise any transport which is reasonably necessary for you and your party as a result of such a change.

8. INSURANCE

The Company insures the Boat and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal property. Hirers and their crews are advised to take out their own personal insurance cover.

The Company's policy excludes damage arising from speeding, cill damage, rudder or stern gear, TV aerials, chimneys, malicious or intentional damage, other vessels and their equipment, the waterway, late return of boat and return of boat in unclean condition and you remain responsible to the company for any damage or loss arising from your breach of the agreement, your deliberate acts or from your negligence. The Hirer will indemnify the Company from and against all costs, damage, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

9. SAFETY AND OTHER RULES

The Hirer agrees to comply with the health & safety rules listed in the Boaters' Handbook and also with the following rules at all times:

To only carry those named on the Handover Document.

Not to tow other craft or allow the Boat to be towed except under professional assistance in the event of breakdown or emergency.

Not to cruise between sunset and sunrise. The Boat is only equipped for cruising during daylight hours.

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

Not to take or have on the Boat without the company's prior written permission any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances, (other than razors) inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards.

Not to use the boat for business purposes.

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

Not to have or carry any live fishing bait on the Boat.

To keep all supplied technology items inside the boat, such as radio or speakers.

Not to allow smoking inside the Boat.

Not to use candles on the Boat.

Not to carry or use fireworks on the Boat.

Observe all byelaws, navigational limits or instructions and advice of the Environment Agency and other navigational authorities and the Company and their respective officers and employees.

The Company reserves the right at its discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

10. ACCIDENTS

In the event of any accident or damage involving you or any other people or property you must:

- 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)
- Notify the company as soon as practically possible with full details of the accident and any damage sustained.
- Follow the company's reasonable instructions.
- Not in any circumstances admit or allow any other person on the boat to admit liability to any other person.

11. MAINTENANCE

The boat is handed over ready-fuelled and the price includes one tankful. You are responsible for and will keep the boat and its equipment in a clean and tidy order during the hire period. You must notify and provide full details to the company of any breakdown, damage, theft or loss involving the boat as soon as practically possible.

You must not undertake or commission any repairs, adjustments or service without the company's prior permission.

You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope and other matter from the propellers and steering gear and for keeping the company informed of any incidents of this nature.

The boat must be returned in a clean condition i.e. all bins emptied, all pots, pans and crockery cleaned and put away, all surfaces cleaned.

The boat's toilet tank will be provided empty at the start of your holiday. Should the tank become full before the end of the holiday, the hirer is responsible for the cost of emptying the tank. The boat can be returned with a full tank without charge. The toilet must not be used once the tank is full – any damage caused by its continued use once the tank is full, will be considered an act of negligence and therefore charged to the hirer.

12. EVENTS BEYOND THE COMPANY'S CONTROL

Unfortunately, events beyond the Company's control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which the Company could not, even with all due care, foresee or avoid. Such events include the following:

Destruction or damage of the narrowboat (which cannot reasonably be remedied to a satisfactory standard before the start of the Hirer's holiday) due to fire, flood, explosion, storm or other weather damage, accident, break-in, criminal damage or any similar cause.

Mechanical breakdown or other mechanical or technical problems affecting the narrowboat (which cannot reasonably be remedied to a satisfactory standard before the start of the Hirer's holiday).

Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or facility such as a lock or bridge or navigational equipment which prevents or affects the Hirer taking the Hirer's confirmed holiday.

Adverse weather conditions and tides (which may restrict navigation and passage through bridges etc.).

Shortage or non-availability of fuel for the boat.

Late return by previous hirers.

Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

13. HIRER'S PROPERTY

One vehicle may be left entirely at their owners risk in the marina car park or car parks made available to you by others. The company will be under no liability for any loss or damage to vehicles or their contents or your property on the boat or elsewhere unless caused by the company's negligence. The company may take such reasonable action as it shall consider necessary to silence car alarms in the marina car park and to recover the costs from you. This is inclusive of any requirements and obligations under the noise and Statutory Nuisance act 1993.

The company will return hirer's property which it finds which has been accidentally left on the boat provided that it is claimed promptly and that you either arrange collection or agree to pre pay for any postage and packing. Property not claimed within one month from the end date of the hire agreement may be disposed of by the company.

14. PETS

Pets are not allowed on the boat, except with the company's written permission and you must give written notice of your wish to bring pets. You must provide any baskets or blankets for your pets. All pets must be properly house trained or caged as appropriate, and must never be left unattended and may not be allowed on bedding or seats.

15. INVENTORY

You will be required to sign for 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 so as to afford the company the opportunity to rectify the matter.

16 EXCLUSION AND LIMITATION OF LIABILITY

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: Death or personal injury of hirers their crew and passengers; Loss of or damage to any persons property (including the boat) non-fulfilment, interruption or delay to the Booking; breakdowns, mechanical problems, latent defects, damage to the boat; restrictions on cruising, obstructions, repairs, damage or closure of waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climactic conditions; rationing, shortage or non-availability of fuel; consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision. The Company's total liability to You and any person claiming through You in respect of all claims which may arise under the Agreement (other than in respect of claims for personal injury or death due to negligence on the part of the Company) shall be limited in aggregate to twice the Total price paid by You to the Company in respect of the Agreement in question. You shall be liable to the Company for any loss or damage caused by Your behaviour, or any member of your Party.

17. WEBSITE

The specifications of boats, their accommodation, facilities and equipment on the website 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. 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 people You should make relevant enquiries before booking. The company reserves the right to change boat specifications without prior notice.

18. LAW AND JURISDICTION

This Agreement shall be governed by the law of England and Wales. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales. Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of third Parties) Act 1999 shall not apply to this Agreement.

I,.....[Insert Full Name] confirm that that I am authorised by all members of my party to submit their personal details and sign on their behalf and that we agree to be bound by these Booking Conditions.

Signature:..... Date:.....