

Sally Narrowboats Limited.

Terms and Conditions

A. Definitions

ed on the
booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under this agr

B. Your Booking

A booking is intended to create a legal relationship between the parties in the form of a contract. It is the responsibility of the hirer to confirm to the company all bedding requirements and all names of the party staying on the boat. A booking is only binding after payment of a deposit and provision by the Company of written confirmation. Telephone or electronic reservations do not create such an agreement until a Deposit has been received. Payment to be made either by authorised credit or debit card direct credit to our bank account or cleared sterling cheque. The contract includes these conditions which the hirer accepts having read and agreed. These conditions together with the booking form constitute the contract and no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No person other than a Company Director, the Managing Director or the General Manager of the company can vary these conditions. The hirer acknowledges that no statement or representation, which may have been made by or on behalf of the company, induced the hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the company and any remedy of the hirer in respect of any such statement or representation is t and in particular there is no warranty that any particular route will be available for navigation during the period of hire.

C. Group Bookings, Age Limits and Unsuitable Hirers

The Hirer must be aged 18 or over and there must be at least one additional person on board who is also over 18. The company requires and the hirer agrees that in the event of a person **aged less than eighteen years** driving the boat, a competent adult will be in charge. For safety reasons, if a boat is occupied by a large same sex group, the company must be informed at the time of booking and the hirer will be in charge of the group and responsible for them. The company will require a **security deposit of £750.00** (excl. day boat hirers) in the case of such parties and may cancel any booking made in contravention of this condition before or at the start date. In this event no refund will be entertained and any balance outstanding will remain due unless an alternative hirer is found subject to an administration fee of 10% of the hire terms. The company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who, in its opinion, is not suitable to take charge on the grounds of infirmity, ill health or disability which could lead to a compromise of Health and Safety. In this event the company will refund all monies paid for boat hire and the contract shall be discharged without further liability on either party. The company reserves the right to repossess the boat at any time without refund if, in the opinion of the company, the hirer is unsuitable for the reasons given above, or if the hirer or members of the party are not behaving responsibly, or if there is adequate reason to suspect the influence of **alcohol or drugs**, or if the boat or any persons are at risk.

A few examples of irresponsible behaviour are:

- Speeding, anti-social behaviour, acts of aggression, indecent or obscene language/behaviour, drink or drugs

D. Alterations, Amendments and Cancellations

If circumstances arise causing the hirer to request alteration, amendment or cancellation of the booking after issue of written confirmation, the company must be advised immediately by telephone. The company reserves the right to levy an administration charge of **£45** for any alteration or amendment. In the event of a cancellation the deposit will be forfeited and the balance outstanding remains payable on the due date. The company will endeavour to re-let the boat for the original hire term and may at its discretion waive the requirement for payment of the balance due if a re-let is successful. Otherwise the hirer will remain responsible for the full hire price.

Ei. Hire Period (holiday boat hire)

Collection time is as per your booking confirmation and as advertised at the time of your booking **unless circumstances beyond the control of the company result in delay**. If, for operational reasons, the hired boat is not available a similar alternative boat may be provided **if available**, otherwise a full refund will be made in total discharge of the contract. Before handing the boat over to the hirer the company will provide the hirer with instructions and a tutorial which will require the hirer to sign the boat handover certificate containing equipment inventory, date and time of return and confirmation that instruction was provided by the company to the h

Eii. Hire Period (day boat hire)

Collection time is 9.30 a.m. unless circumstances beyond the control of the company result in delay. If, for operational reasons, the hired boat is not available a similar alternative boat may be provided if available, otherwise a full refund will be made in total discharge of the contract. The boat, plus contents and equipment, must be returned by 5.00 p.m. (during British Summer Time) or 4.00 p.m. (in wintertime) on the booking date. In the event of a late return the company reserves the right to levy an additional charge of **£30 per half hour**

F. Return of Boat

The boat, plus contents and equipment, must be returned by the scheduled check out time as per your booking confirmation as advertised at the time of booking and on the return date and vacated immediately upon arrival at the c the event of a late return the company reserves the right to levy an additional charge of **£50 per hour** or part thereof. Should the company incur costs and/or damage because of the delay to the next hire, an indemnity will be sought from the hirer. The hirer shall be liable for all the costs involved in the event of the company having to recover the boat save in the event of mechanical breakdown or other cause accepted by the Company at its sole discretion.

The hirer shall take reasonable care of the boat, its equipment and contents and shall return them at the end of the hire period in accordance with the c y and grossly untidy state the company reserves the right to levy an additional cleaning charge of up to a **£150**

G. Payment

All prices quoted in the brochure or verbally are in pounds sterling and are inclusive of Value Added Tax at the current rate set by H.M.G. at the time of the contract. Payment should be made for the amount due by debit or credit card by credit transfer or by sending a sterling cheque. To complete a booking following a personal, telephone or Email reservation, a deposit shall be paid, calculated in accordance with the price list; at that point an invoice and confirmation notice will be issued by the Company or its agent. The balance of the price is due not less than **28 days** before the hire start date. For bookings made within that **28 day period**, payment in full must be made. In the event of any balance remaining outstanding the company **will not permit the hirer access to the boat and any monies paid will be forfeit.**

H. Damage Waiver and Insurance

The boat, its equipment and inventory are insured against public liability risks. This does not cover personal accidents, loss or damage to personal effects. Personal insurance cover is advised. Damage arising from negligence, deliberate or irresponsible behaviour and late return of the boat is separately chargeable. The Hirer will indemnify the Company against all costs, damage, expenses, liability and claims howsoever

I. Navigation Restrictions and Byelaws.

The hirer agrees to comply with the following restrictions at all times for health and safety reasons:-

1. Not to tow or allow the boat to be towed except with professional assistance in the event of breakdown or emergency.
2. Not to cruise between sunset and sunrise. Must not have engine running before 8am. Must not have engine running after 8pm if moored up.
3. 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.
4. To give way to small craft, any human propelled craft and commercially operated craft.
5. Not to take anything on to the boat of a hazardous or flammable nature, being device or substance, without the express written consent of the Company.
6. At all times to observe all bylaws, navigational limits or instructions, advice of Canal and River Trust (formerly British Waterways) personnel and other navigational authorities and the Company, their respective officers and employees.

The Company reserves the right at its discretion without liability to restrict cruising or prohibit access to the Rivers Avon or Kennet taking into account the prevailing conditions; in any event to restrict cruising to the Kennet and Avon Canal between Ju Lock at Reading.

J. Accidents

The Hirer is responsible for the boat and must take all reasonable care. In the event of any accident or damage to the hired boat, other craft or waterway property, the Hirer must for insurance reasons:

1. Record the name, registration number of the other boat and names and addresses of all parties.
2. Notify the Company by telephone immediately with the full details of the accident including damage incurred.
3. NOT ADMIT LIABILITY TO ANY OTHER PERSON.
4. Not to carry out, or have carried out, repairs without the consent of the Company.
- 5.

In the event of an accident the Company may repossess the boat and the hiring contract shall then terminate without liability on the company. Should the c prejudiced or invalidated by any failure on the part of the hirer to comply with the provisions of this condition the hirer shall indemnify the company in respect of all liability claims, loss, damage or expenses incurred.

K. Damage to Waterway Property or Loss of Water

The hirer is responsible for any claim or charges made by any Navigation Authority for damage caused to waterway property or loss of water and shall indemnify the company should any claim or charges be made.

L. Care of Equipment, Repairs, Damage and Breakdown.

The hirer shall take responsible care of the boat, its equipment and contents and shall return them at the end of the hire period in accordance with the company's tidy order and condition. The hirer shall notify the company in the event of breakdown, damage, theft or loss and shall provide full details to comply with the company's requirements. The hirer must not undertake or have undertaken any repairs, adjustment or service without the company's prior approval. Any repairs or replacements by the hirer without the company's approval will not be accepted. The hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope and other matter from the propeller provided this can be achieved without personal risk to the Hirer or members of the party or cause damage to the boat. Should the hirer be unable to complete these tasks, the company must be notified. If a breakdown should occur the hirer must report it immediately to the company so that repairs can be carried out to the boat or replacement equipment provided as quickly as reasonably possible in the circumstances. Apart from these obligations the company shall not be liable for any loss or damage, whether financial or otherwise, as a result of breakdown or failures of the boat and its equipment, or for any delays caused by repairs to the boat.

M. Cars

_____ No liability for any loss of or damage to vehicles or contents of the hirers or company is responsible. Hirers are particularly advised not to leave any valuable or portable items in the car. The company shall take such to recover the costs from the hirer.

N. Lost Property

Lost property will be retained for two months returned following receipt of a reasonable charge for postage and packing.

O. Fuel and Gas

The price includes the cost of fuel and propane gas consumed. In the event of a material increase of diesel or gas prices or duty collected by H.M.G. the company reserves the right to levy a surcharge.

P. Water Moorings and Pump-outs

Water supply and moorings on the **CANAL** are free of charge this specifically excludes the Rivers Avon and Kennet and any charges for the River are payable by the hirer. **Where pump-outs of the toilet tank/s are required, the cost is normally the responsibility of the Hirer** its discretion refund such cost of pump-out/s. The company may at its discretion provide a Canal and River Trust prepaid pump out card to facilitate a Hirer self pump out.

Q. Pets

All pets are allowed on the boat subject to the advertised charge and must be properly house trained as appropriate, treated with a suitable anti flea treatment () not be left unattended, and **must not be allowed on bedding or upholstery**. The hirer is responsible for and shall be liable for the cost of any damage or extra cleaning required. A maximum of two pets per boat is allowed except at the discretion of the company.

Complaints

The hirer shall sign the boat handover certificate before departure and thereafter the hirer is responsible for the boat, its equipment and its operation until it is handed back to the company. Any shortcomings subsequently discovered shall immediately be notified to the company by telephone in order to give the company the opportunity to take any necessary action to rectify the deficiency including cleaning. (Duty to Mitigate). Otherwise the company shall not be liable in respect of any matter, not so notified immediately, nor any notification at or after the end of the hire period.

R. Exemption for Matters beyond Company Control

The company shall not be liable for any loss or damage to property, negligence or wilful default including (without limitation) death or personal injury of hirers their crew and passengers, loss or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel or in respect of any consequential loss damage, expense, injury, or claim. **Hirers are recommended to take out personal holiday insurance cover.**

S. Brochure

The specification of boats, their accommodation, facilities and equipment in the brochure is intended as a general guide but the company shall not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only

and are not to scale and may have steps, which are not shown. If ty includes any persons with mobility issues, the Hirer should make relevant enquiries at the time of booking. The company reserves the right to change boat specifications without prior notice.

T. Disputes

Any dispute difference or question which may at a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party to the President of the Institute of Arbitrators. The decision of such arbitrator including any direction as to payment of fees and costs shall be binding on both parties.

U. Jurisdiction

The contract between the company and the hirer shall be deemed to have been made in England and shall be dealt with the courts of England and Wales.

V. Waiver

No indulgence, forbearance or delay by the company shall constitute any bar to its enforcement of its right at any time and no waiver in respect of any breach shall operate as a waiver in respect any other subsequent breach.

W. Fishing

Appropriate licences and permits are the responsibility of the hirer. No live bait is to be brought on to the boat.

X. Car Parking

Car parking is provided free for three cars. Due to limitation of space **a charge of £6.00 is made for each additional car.**