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**FARNCOMBE BOAT HOUSE HOLIDAY BOAT HIRE TERMS AND CONDITIONS**

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<b>THE FOLLOWING CONDITIONS OF HIRE HAVE BEEN PRODUCED BY BRITISH MARINE.</b>
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Please read these Boat Hire Conditions carefully. They are all part of the hire agreement (the “Agreement”) and describe the rights and duties of both you and the Company.

**1. Definitions**

1.1 In these Inland Boat Hire Conditions and the Agreement the following words have the following meanings:-

“**Agreement**” means the Hire Agreement between You and the Company which is evidenced by Your booking request and the Booking Confirmation and is made on the basis of these Conditions.

“**Booking Confirmation**” means the written confirmation issued to You by the Company confirming the hire period, price, place of delivery and other key particulars of the booking.

“**Company**” means Farncombe Leisure Limited trading as Farncombe Boat House of Farncombe Boat House, Catteshall Road, Godalming, Surrey, GU7 1NH, 01483 412306, [info@farncombeboats.co.uk](mailto:info@farncombeboats.co.uk).

“**Conditions**” means these Inland Boat Hire Conditions.

“**Deposit**” means the deposit in the Booking Confirmation.

“**End Date**” means the end 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 in the Booking Confirmation.

“**Written**” means that the item has been printed, typed, written out by hand or sent or displayed by email or other electronic means.

“**You**” and “**Your**” means the person or persons named in the Booking Confirmation, or anyone added at a later date. If there is more than one of You, each of You 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 Boat Hire Conditions. If the Company accepts Your booking, it will issue the Booking Confirmation to You. The Agreement will not be considered an effective contract until the Company has received Your completed booking form and deposit and sent You a Booking Confirmation. Bookings will only be accepted on the Company booking form or, if applicable, via company website.

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 When You receive the Booking Confirmation please check the details carefully and inform the Company immediately if anything is incorrect.

2.4 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 hire the boat to another party in place of You at any time before a Booking Confirmation has been sent to You.

2.5 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) and, where applicable, Insurance Premium Tax (IPT). If the rates of VAT, IPT or any other government tax are changed so that a different rate applies to Your hire under these Boat Hire Conditions any difference will be charged, or refunded to You, as the case may be.

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 The Booking Confirmation sets out the total Price payable by You.
- 3.4 You, as the party leader, are responsible for making all payments due to the Company. Payment is deemed to have been made by You when cleared funds are received in the Company's designated bank account.
- 3.5 You will need to pay the Deposit at the time of the booking request by cash, credit or debit card, bank transfer or cheque.
- 3.6 The balance of the Price, as well as the Damage Waiver is due not less than eight (8) weeks before the Start Date as shown in the Booking Confirmation or as shown in the Hire Invoice. Time of payment shall be of the essence in this Agreement. Failure to pay the Price by the due date may result in the booking being cancelled but Your liability for payment will remain.
- 3.7 For bookings made less than eight (8) weeks before the Start Date, You must pay the Price including the Damage Waiver at the time of the booking request.
- 3.8 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. Your Party

- 4.1 **Personal agreement and obligations:** this Agreement is a personal one between You and the Company, and 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 eighteen (18) 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 this Agreement and accept the Boat Hire Conditions 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 **School parties, youth groups, hen or stag parties, business purposes:** 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 without more information about the members of the party and the purpose and nature of the hire occasion. If the Company later becomes aware that Your party actually falls within this policy but that You have not disclosed it to the Company then the Company may terminate Your booking. In this event the Deposit and any other part of the Price which You have paid will be retained by the Company and You will remain liable to pay the balance of the Price.
- 4.3 **Medical Issues:** 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 use of alcohol and controlled drugs; Company's right of immediate cancellation:** the boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the Company may cancel Your booking and refuse to hand the boat over to You or repossess it if You or any member of Your party is or appears to be under the influence of alcohol or drugs. 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.
- 4.5 **Company's right to decline handover for safety reasons:** 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 **Unreasonable Behaviour:** the Company can refuse to hand over the boat if the unreasonable behaviour of anyone in Your party is likely to cause offence to other guests, 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 between You and the Company will end and You will not receive any refund and the Company will not have any further responsibility to You. The Company can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in Your party (including anyone invited onto the boat or property by You) is likely to spoil the enjoyment, comfort or health of other guests, residents, waterway users or members of staff or where You or any member of Your party (or anyone invited on to the boat by you) has broken or is likely to break any of the Agreement, these Boat Hire Conditions, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about. If this happens, You will have to leave the boat immediately and no refund will be given. You may also be responsible for any costs the Company incurs as a result of Your behaviour.

4.7 **Company’s right to repossess during the hire:** the Company may repossess the boat at any time after commencement of the Hire Period if, in the reasonable opinion of the Company, You are unsuitable to be in charge of the boat for any reason affecting the safety of any person or property including in particular if You or any member of Your party, or anyone invited onto the boat by You, is or appears to be under the influence of alcohol or drugs or if You are not behaving responsibly or if there has been a material breach of this Agreement.

**5. Cancellation Policy**

5.1 This Agreement is a legally binding contract and may only be cancelled in accordance with these Boat Hire Conditions.

5.2 If You want to cancel Your booking You must give the Company written notice (the “**Cancellation Notice**”). The date of receipt of the the Cancellation Notice shall be the effective cancellation date but in order to increase the prospects of re-letting the boat, You should pre-advise the Company of the impending cancellation by telephone.

5.3 The Company shall make the following charges for cancellation, depending on the date on which the Cancellation Notice is received:

<b>Days before Start Date when Cancellation Notice received</b>	<b>Cancellation Charge</b>
more than 56	Loss of the Deposit <i>(including any part of the Deposit which has not yet been paid)</i>
43 -56	50% of Price
29 -42	70% of Price
8 -28	85% of Price
7 or less	100% of Price

5.4 Insurance and credit card charges are non-refundable whatever the date of cancellation.

5.5 If the Company re-lets the boat to a new customer for the Hire Period or part of it the Company will return the cancellation charge which You have paid in respect of any days for which it has re-let the boat after deducting an administration fee of £50 in total together with any insurance and credit card charges which the Company has incurred.

**6. Changes Requested By You**

6.1 This Agreement is a legally binding contract and bookings may only be changed with the agreement of both parties and in accordance with these Boat Hire Conditions.

6.2 If You wish to change Your booking, the Company will try to accommodate the changes subject to availability, provided that notification is received in writing from You. The Company reserves the right to charge an administration fee of £50 in addition to any difference in the cost of the booking. If the booking You change to is, at the time of amendment, cheaper than what You have paid for Your original booking, no refund will be given.

### **7. Cancellation By the Company**

- 7.1 The Company may cancel this Agreement by Written notice in the following circumstances:
- 7.1.1 for any of the reasons described in this Agreement;
  - 7.1.2 in the event of an accident affecting the safety or navigability of the boat;
  - 7.1.3 for breach of any of the rules set out under Condition 10.1;
  - 7.1.4 for non-payment of any sum due under the booking and/or this Agreement.
- 7.2 The Company is entitled to recover from You any loss which it suffers as a result of cancellation under any of the provisions of Condition 4 or for breach of Condition 10.1 and it may retain all or part of any payments which You have made as security for such claims. Subject to this, if the Company is able to relet the boat for all or part of the Hire Period it will give credit for the net sums received as a result of such re-letting and shall prepare and submit to You an account of its claim and of any payment which may be due to You or to the Company within seven (7) days of the End Date.

### **8. Hire Period, Collection and Return of the Boat**

- 8.1 The boat will normally be available between 14.00 and 16.00 on the Start Date from Farncombe Boat House or as otherwise shown in the Booking Confirmation, subject to the provisions of Condition 8.7.
- 8.2 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. There will be no rebate of the Price for late arrival nor will the Company accept responsibility for any overnight costs which You may incur if You fail to reach the boat during normal working hours.
- 8.3 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 of the Boat and the hand over sheet.
- 8.4 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 You with the Deposit and any other payments You have made.
- 8.5 The boat must be returned to the location specified by the Company or as otherwise shown on the Booking Confirmation or notified under Condition 8.7 and vacated by You by 09.30 on the End Date and it is Your responsibility to allow sufficient time to ensure timely return.
- 8.6 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 £50 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point 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.
- 8.7 The Company reserves the right to change the places of handover and return for operational reasons. In such event the Company shall be obliged to give You Written notice of the change in sufficient time to allow any necessary replanning of Your itinerary and to organise any transport which is reasonably necessary for You and Your party as a result of such change.

### **9. Insurance and Security Deposit**

- 9.1 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.
- 9.2 The Company's insurance policy does not cover personal accidents or Your personal belongings you and your party are advised to take out your own personal insurance cover.
- 9.3 The Security Deposit is intended to cover the Company's policy excess and any uninsured risks or other sums due to the Company under the Agreement. The Security Deposit is not the limit of Your potential liability to the

Company.

- 9.4 The Company may apply the whole or any part of the Security Deposit to payment of any claim which the Company may have against You. Otherwise the Company shall promptly refund the Security Deposit by the method paid unless otherwise agreed as soon as the Company is satisfied that no loss, damage or accident has occurred and that no other sums are due to the Company from You.
- 9.5 Instead of paying the Security Deposit You may use the Damage Waiver scheme at the appropriate cost.

**10. Safety and other Rules**

- 10.1 You agree to comply with the following rules at all times during the Hire Period:-
- 10.1.1 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 eighteen (18) years.
  - 10.1.2 Not to tow or be towed other than in exceptional circumstances.
  - 10.1.3 To moor the boat securely.
  - 10.1.4 Not to navigate after sunset or before sunrise.
  - 10.1.5 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.
  - 10.1.6 Not to race the boat.
  - 10.1.7 Not to bring onto the boat any portable heaters, dinghies, canoes, bicycles, vehicles, lighting equipment, TV sets, electric tools or cooking appliances, 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 Companys prior Written permission.
  - 10.1.8 Not to use the boat for any commercial purpose.
  - 10.1.9 To allow the boat to be occupied only by the persons named in the Booking Confirmation.
  - 10.1.10 Not to allow to be on the boat at any time more than twelve (12) persons.
  - 10.1.11 To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.
  - 10.1.12 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.
  - 10.1.13 Not to have or carry any live bait on the boat.
  - 10.1.14 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.
- 10.2 The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions
- 10.3 If You are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in Condition 10.1 and if the Company has good reason to believe that it will be involved in any expense or penalty as a consequence, then, at the End Date, the Company may retain the Security Deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of six (6) months from the End Date the Company shall return the Security Deposit to You together with accrued interest. Where the Security Deposit has been provided by credit card, the Company shall not be entitled to charge the card with more than the Security Deposit and shall be obliged in any event to notify You in writing of the amount and date of any such charge.

**11. Accidents**

- 11.1 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:-
- 11.1.1 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);
  - 11.1.2 notify the Company as soon as practically possible with full details of the accident and any damage sustained; and
  - 11.1.3 proceed in accordance with and follow the Company's reasonable instructions.

**12. Looking after the Boat**

- 12.1 You are responsible for and will keep the boat and its equipment and contents in clean and tidy order during the Hire Period.

- 12.2 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, adjustment or service without the Company's prior approval.
- 12.3 Although the boat and its equipment are insured against many risks by the Company, 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.
- 12.4 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 and for keeping the Company informed of any incidents of this nature.

### **13. Rights of Entry**

- 13.1 The Company reserves the right at any time to board the boat to inspect it (including but not limited to where You have complained about the boat). If this happens, 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.

### **14. Hirer's Property**

- 14.1 Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles or their contents or for Your property on the boat unless caused by the Company's negligence.
- 14.2 The Company may take such reasonable action as it shall consider necessary to silence car alarms in the Company's 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 and/or under the Clean Neighbourhoods and Environment Act 2005 and/or any other relevant legislation.
- 14.3 The Company will return property which it finds which has been accidentally left on the boat provided that it is claimed promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the End Date may be disposed of by the Company.

### **15. Fuel**

- 15.1 You will pay a pre-authorised or cash fuel deposit on arrival as set out in the hire invoice and on the End Date will be charged any cost of fuel consumed.
- 15.2 The Company may make a fuel surcharge if the cost of diesel at the Companies diesel provider increases by ten percent (10%) or more between the date of the Booking Confirmation and the Start Date. This surcharge shall be limited to the actual percentage increase in the cost of diesel.
- 15.3 Refuelling may only take place at the premises of suppliers designated by the Company.

### **16. Pets**

- 16.1 Pets are allowed on the boat only with the Company's prior permission. You shall give notice of any pets You wish to bring at the time of making the booking.
- 16.2 The Company may make charges and take additional security deposit for pets at its discretion.
- 16.3 The Company's charges for pets are set out in the brochure, website and invoice.
- 16.4 You must provide any pet baskets or blankets.
- 16.5 All pets must be properly house trained or caged as appropriate, must never be left unattended, and shall not be allowed on bedding or chairs.
- 16.6 Pets and pet damage are not covered under the Company's insurance policy and You will be liable for any damage or loss caused by them.
- 16.7 The Company reserves the right to charge an additional fee of for more than two pets due to additional cleaning costs.

### 17. Inventory

- 17.1 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 so as 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.

### 18. Exclusion and Limitation of Liability

- 18.1 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:
- 18.1.1 loss of or damage to any person's property (including the boat);
  - 18.1.2 non-fulfilment, interruption or delay to the booking;
  - 18.1.3 breakdowns, mechanical problems, latent defects, damage to the boat;
  - 18.1.4 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;
  - 18.1.5 rationing, shortage or non availability of fuel;
  - 18.1.6 consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.
- 18.2 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 Total price actually paid by You to the Company in respect of the Agreement in question.
- 18.3 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. Special Requests

- 20.1 If You have any special requests, You must let the Company know when You make the booking and confirm Your special requests in writing. The Company cannot guarantee that any request will be met.

### 21. Complaints

- 21.1 You must contact the Company immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless You let the Company know promptly. If, after this, 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. The Company has a procedure to make sure it can sort out complaints as quickly as possible. Please help the Company to help You by following this procedure. If You fail to do so, this may affect Your entitlement to claim compensation if this would be appropriate. Should Your Complaint remain unresolved after following the procedure under this Clause 21, you may raise the complaint with British Marine ("BM"), who operate a procedure for complaints received regarding current BM members. Please contact BM for further information.

### 22. 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.

### 23. Data Protection

- 23.1 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 Subject to Clause 25 below, 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.

**25. Dispute Resolution**

- 25.1 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 under BM's Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or on BM's member website.

I \_\_\_\_\_ [*insert full name*], as party leader, 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 Conditions and this Agreement.

Signature: .....

Date: .....