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**FARNCOMBE BOAT HOUSE DAY BOAT HIRE CONDITIONS**

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<b>THE FOLLOWING CONDITIONS OF HIRE HAVE BEEN PRODUCED BY BRITISH MARINE</b>
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These Conditions, together with Your Booking Confirmation, form the hire agreement between You and the Company (the "Agreement") and describe the rights and duties of both You and the Company.

**1. Definitions**

1.1 In the Agreement, the following words have the following meanings:

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

"**Company**" means Farncombe Lesuire Limited trading as Farncombe Boat House of Farncombe Boat House, Cattershall Road, Godalming, Surrey, GU7 1NH, info@farnombeboats.co.uk

"**Conditions**" means these inland boat hire conditions.

"**Deposit**" means the deposit referred to in the Booking Confirmation.

"**End Date**" means the end date referred to in the Booking Confirmation.

"**Force Majeure Event**" has the meaning given to it in Condition 21.

"**Hire Period**" means the hire period set out in the Booking Confirmation.

"**Price**" means the price of the boat hire set out in the Booking Confirmation.

"**Security Deposit**" means the security deposit referred to in the Booking Confirmation.

"**Start Date**" means the start date referred to in the Booking Confirmation.

"**You**" and "**Your**" means the person or persons named as the [hirer or hirers] [party leader or leaders] in the Booking Confirmation and includes anyone added to the Booking Confirmation as a [hirer][party leader] at a later date, but excludes other members of Your party. If there is more than one of You, each of You will be jointly and severally liable under the Agreement.

**2. Agreement to Hire**

2.1 When You request a booking, You are making an offer to hire a day boat on these Conditions. Booking requests will only be accepted on the Company booking form or, if applicable, via the Company website.

2.2 The Agreement will be effective once the Company accepts Your booking and sends You a Booking Confirmation. You may cancel a booking at any time before You receive the Booking Confirmation from the Company. Similarly, the Company may hire the boat to another party at any time before it sends You a Booking Confirmation or if You fail to pay the Deposit.

2.3 You are responsible for the accuracy of the personal details and any other information supplied in respect of You and Your party. When You receive the Booking Confirmation please check the details carefully and inform the Company immediately if anything is incorrect.

**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) at the rates applicable on the date of the Booking Confirmation. If after the date of the Booking Confirmation the rate of VAT and/or IPT applicable to Your hire changes and/or any other tax, levy or local authority charge becomes applicable to Your hire, the Company reserves the right to amend the Price accordingly.

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 Subject to Condition 3.1, the Booking Confirmation sets out the total Price that You must pay

to the Company under the Agreement.

- 3.4 You are responsible for making payment due to the Company under the Agreement. Payment is deemed to have been made by You when cleared funds are received in such bank account as the Company nominates in the hire invoice.
- 3.5 You shall pay the Deposit to the Company no later than the date advised to you by the Company in its payment instructions at the time of the booking request by Card Payment.

#### 4. Your Party

- 4.1 **Personal agreement and obligations:** the Agreement is a personal one between You and the Company, and Your identity(ies) and the identity of members of Your party are a material factor in the Company's decision to enter into the Agreement. You must be at least 25 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 the Agreement and accept these Conditions on their behalf. 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 Conditions, but otherwise may not 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, commercial purposes:** unless expressly agreed in the Booking Confirmation, the boat may not be used for school parties, youth groups, hen or stag parties or for any commercial purpose.
- 4.3 **Disability, Reduced Mobility and/or Medical Issues:** if You or any member of Your party has a disability and/or reduced mobility and/or any medical issues that may affect Your booking, it is Your responsibility to notify the Company when making the booking or, if such disability and/or reduced mobility becomes apparent after the booking, no later than 48 hours prior to the Start Date.

Subject to the foregoing, although the Company has no expertise in this subject matter, the Company will try and advise you as to the suitability of the boat you have chosen to hire and possible alternatives but You acknowledge that certain space restrictions and practical safety considerations apply on board boats which may prevent a person with a disability or reduced mobility or medical issues from accessing the boat and/or complying with all safety requirements. Where You have made a booking and You or a member of Your party subsequently becomes disabled or otherwise a person with reduced mobility or medical issues the Company may not always be able to accommodate their needs.

If in the Company's reasonable opinion it is unable to properly accommodate the needs of the person(s) concerned or You do not accept such alternative arrangements as the Company may offer, the Company may, without liability, treat this as a request to terminate Your booking and Condition 7.1 shall apply. The Company may require the person(s) concerned to produce a medical certificate certifying that they are fit to participate in the hire of the boat. The Company shall not be liable for any loss or damage caused as a result of a disability and/or reduced mobility and/or medical issues, save where such loss or damage is caused by the negligence of the Company and results in death or personal injury.

- 4.4 **The use of alcohol and illegal drugs; Company's right of immediate cancellation:** You must not navigate the boat while You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs.

#### 5. Changes Requested by You

- 5.1 Bookings may only be changed with the written agreement of both parties and in accordance with these Conditions.
- 5.2 If You wish to change Your booking, the Company will use reasonable endeavours to

accommodate such changes, provided that notification is received in writing from You. The Company reserves the right to charge an administration fee in addition to any increase in the cost of the booking due to such changes. No refund will be given where any agreed changes would otherwise have resulted in a lower Price for Your booking.

### 6. Cancellation by You

- 6.1 The Agreement is a legally binding contract and may only be cancelled in accordance with these Conditions. You have no statutory right of cancellation under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 6.2 If You want to cancel the Agreement, You must give the Company written notice (by email or such other means as directed by the Company) (the "**Cancellation Notice**"). The date of receipt of the Cancellation Notice shall be the effective cancellation date.
- 6.3 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 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 at any time by written notice to You terminate the Agreement with immediate effect:
- 7.1.1 in accordance with Condition 4.3;
  - 7.1.2 in accordance with Condition 8.4; or
  - 7.1.3 if there is a Force Majeure Event which for whatever reason prevents the Company from performing the Agreement.
- 7.2 Where the Company terminates the Agreement in accordance with Conditions 7.1.1 to 7.1.3 inclusive, the Company shall, save where otherwise agreed in writing with You, refund the Deposit and all other amounts paid by you and shall have no further liability thereafter.
- 7.3 The Company may refuse to hand the boat over to You and/or repossess the boat at any time after the Start Date and in either case terminate the Agreement if:
- 7.3.1 You fail to pay any amount due under the Agreement;
  - 7.3.2 You or any member of Your party cause damage or loss to the boat, its services or facilities;
  - 7.3.3 the Company considers that You are, without the Company's prior written approval, using or intend to use the boat for a school party, youth group, hen or stag party or commercial purpose;
  - 7.3.4 the Company considers that You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs;
  - 7.3.5 You are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property;
  - 7.3.6 the Company considers that Your behaviour or the behaviour of anyone in Your party is likely to harm the environment or otherwise spoil the enjoyment and use of the waterways or otherwise harm the comfort or health of or cause offence to other guests, members of staff or waterway users; or

7.3.7 You or any member of Your party (or anyone invited on to the boat by You) has breached or is likely to breach the rules set out under Condition 10.1 or any of Your obligations under the Agreement, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about.

In the event of termination in accordance with this Condition 7.3, You shall comply with the Company's request to make the boat safe and secure and thereafter leave it immediately. The Company shall be entitled to retain all amounts paid by you and You will remain liable to pay all other amounts due under the Agreement. Further, in the event that such amounts are insufficient to cover the Company's losses arising out of such termination, the Company shall be entitled to claim from You any loss or damage which it suffers.

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

8.1 Subject to Condition 8.7 and save as it may otherwise notify you of in writing, the Company will use reasonable endeavours to make the boat available to You between [09:30] and [17:30] on the Start Date at the place of handover set out in the Booking Confirmation.

8.2 You must notify the Company of 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 neither be any rebate of the Price for late arrival nor will the Company accept responsibility for any costs which You may incur if You fail to return the boat between the times specified in Condition 8.5.

8.3 Before You take over the boat, the Company will give You such instructions, demonstrations and trials as are appropriate.

8.4 If the boat is not available on the Start Date for any reason outside the Company's control (including but not limited to any Force Majeure Event, adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer), the Company may substitute the boat with another boat with similar accommodation by giving You written notice. If no such other boat is available or cannot be provided, the Company may terminate the Agreement.

8.5 The boat must be returned to the location specified on the Booking Confirmation or otherwise notified under Condition 8.7 and vacated by You by [17:30] on the date of hire. 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, unless as a result of the Company's breach of the Agreement, You will be liable to pay:

8.6.1 £50 for every hour or part hour of delay in returning the boat to the agreed return point;

8.6.2 any cost incurred by the Company in recovering the boat to agreed return point; and

8.6.3 any other expenses and losses which the Company may incur as a result of the delay including, but not limited to, 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. The Company will give You written notice of the change as soon as practical and will use reasonable endeavours to do so in sufficient time to allow any necessary replanning of Your itinerary.

## **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*.
- 9.3 The CASH 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 no liability towards third parties has been incurred by You, and that no other sums are due to the Company from You.

### 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 25 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 To lock and secure the boat when away from it.
  - 10.1.5 Not to navigate after sunset or before sunrise.
  - 10.1.6 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.
  - 10.1.7 Not to race the boat.
  - 10.1.8 Not to bring onto the boat any *dinghies, canoes, bicycles, vehicles, medical equipment, portable heaters or fans, BBQ's, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms* or any other items which might create dangers or hazards without the Company's prior written permission.
  - 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 the 10 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.
  - 10.1.15 Not to use the boat for any commerical pupose.
- 10.2 In addition to such restrictions on navigation as may from time to time be put in place by the

competent authorities, for which the Company shall not be liable, the Company reserves the right, 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 incur liability as a consequence, then, at the End Date, the Company may retain the Security Deposit against such prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken against the Company in connection with such matters within [6] months of the End Date the Company shall return the Security Deposit to You together with accrued interest.

### **11. Responsibility for the boat**

- 11.1 You are responsible for the boat, its equipment and contents at all times during the Hire Period. Such responsibility includes the safe and lawful navigation of the boat.
- 11.2 You must keep the boat, its equipment and contents clean and tidy during the Hire Period.
- 11.3 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 written approval.
- 11.4 In the event of any accident or damage involving the boat or anyone on the boat, You must:
- 11.4.1 obtain and record the name(s) of any other boat(s) and the names and addresses of any other people involved on the form provided by the Company (when available);
  - 11.4.2 notify the Company as soon as practically possible and provide full details of the accident and any damage sustained; and
  - 11.4.3 proceed in accordance with such instructions as the Company may reasonably give.
- 11.5 Although the boat and its equipment are insured against some risks, You remain responsible to the Company for any damage or loss arising from Your breach of the Agreement, Your deliberate acts or omissions, or from Your negligence.
- 11.6 In the event that the boat is run aground or is otherwise involved in a collision or allision you will be responsible for arranging its refloating or otherwise freeing it from any entanglement, including removing all weed, rope or other matter from the boat's propellers and steering gear and you shall notify the Company of any such incident and keep it informed of developments related to such incident.

### **12. Rights of Access**

The Company reserves the right at any time to board the boat and access its accommodation 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, notwithstanding which you agree to allow the Company or its representative(s) or contractor(s) immediate access to the boat at any time.

### **13. Hirer's Property**

- 13.1 The Company will be under no liability for any loss or damage to Your property on the boat unless caused by the Company's negligence.
- 13.2 The Company will use reasonable endeavours to return to You any of Your property which it finds on the boat or otherwise on the Company's premises, provided that You notify the Company of such lost property promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within 2 months from the End Date may be disposed of by the Company.



**14. Pets**

- 14.1 Pets are allowed on the boat only with the company's prior permission. You shall give notice of an pets you wish to bring at the time of making the booking.
- 14.2 The company may make charges and take additional security desoposits for pets at their discretion.
- 14.3 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.
- 14.4 You must provide any pet baskets or blankets.
- 14.5 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.
- 14.6 The company reserves the right to charge an additional fee for more than two pets due to the additional cleaning costs.

**15. Inventory**

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 that shortcoming. 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.

**16. Exclusion and Limitation of Liability**

- 16.1 The Company shall not be liable for any loss, cost or expense whatsoever suffered by You or any member of Your party (including but not limited to loss or damage to any person's property and consequential or indirect loss) and howsoever arising, including without limitation caused by:
  - 16.1.1 non-fulfilment, interruption or delay to the booking;
  - 16.1.2 breakdowns, mechanical problems, latent defects, damage to the boat or other property;
  - 16.1.3 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; or
  - 16.1.4 rationing, shortage or non availability of fuel.
- 16.2 Other than in respect of claims which cannot be excluded or limited at law (such as claims for death or personal injury), the Company's total liability to You and any person claiming through You in respect of all claims which may arise under or in connection with the Agreement will be limited in aggregate to the Price actually paid by You to the Company in respect of the Agreement in question.
- 16.3 Nothing in these Conditions affects Your statutory rights. In the event of a conflict between the Agreement and any consumer protection legislation conferred upon you, such consumer protection legislation shall prevail. In the event of a conflict between these Conditions and the Booking Confirmation, the Booking Confirmation shall prevail.

**17. Brochure/Website**

The specifications of boats, their accommodation, facilities and equipment in the brochure/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. 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.

### 18. Complaints

- 18.1 If You wish to make a complaint to the Company regarding Your booking, You may do so by post or email within 30 days of the End Date. The Company has a procedure to handle complaints promptly. If You fail to make Your complaint within 30 days of the End Date, this may affect Your entitlement to claim compensation (if any).

### 19. Third Parties

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

### 20. Acts beyond the parties' control

- 20.1 The Company will neither be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, without limitation, acts of God, flood, drought or other natural disaster; epidemic or pandemic; civil commotion or riots; any law or any action taken by a government or public authority (including without limitation failing to grant a necessary licence or consent); collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service; limitations, restrictions or prohibitions by relevant authorities on the use of relevant waterways or boats ("**Force Majeure Event**").
- 20.2 If You are unable to take up Your booking because of UK government legislation, regulation or guidance or, You may:
- 20.2.1 subject always to availability, transfer Your booking to a later date, free of any administration charges. You will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower; or
  - 20.2.2 request a voucher with a redemption value equal to the amount previously paid by You for the booking – the voucher terms and conditions will be available to You before You make Your choice under this Condition; or
  - 20.2.3 if the Company is required by law to provide it, obtain a refund of any amount already paid by You for the booking and cancel Your booking.
- 20.3 If You have to cut short Your booking because of UK government legislation, regulation or guidance, You will be entitled to a pro-rata refund of the Price (to the extent it has been paid), but any insurance premiums, booking fees or administration charges paid will not be refundable. You will have to contact the Company in order to access these options.

### 21. Data Protection

The Company will only use Your personal information in accordance with its privacy policy. You can find the Company's privacy policy at <https://farncombeboats.co.uk/privacy-policy-notice/>

### 22. Law and Jurisdiction

- 22.1 The Agreement and any non-contractual obligations arising out of, or in connection with, the Agreement are governed by and shall be construed in accordance with English law.
- 22.2 Subject to Condition 24 below, You and the Company irrevocably agree that any and every



dispute arising out of or in connection with the Agreement (or with any non-contractual obligations) will be subject to the exclusive jurisdiction of the English courts.

**23. Dispute Resolution**

Disputes arising out of or in connection with the Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under British Marine's Dispute Resolution Scheme. Details of the Scheme are available to current British Marine members or on request from British Marine and/or on British Marine'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: .....

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