

CONTRACT FOR HIRE OF NARROW BOAT THE ACUMEN II

1 Definitions

In these conditions and the agreement

The Company means Sue Winger\Paul McCullie.

The Hirer means the person or persons named in the booking confirmation. Where there is more than one Hirer; they shall all be individually liable under the agreement The conditions mean the conditions set out in this form. The price means the price for the booking set out in the booking confirmation.

The start date means the date when the booking starts as set out in the booking confirmation.

The end date means the date when the booking ends as set out in the booking confirmation.

2 Booking Agreement

2.1

Booking is a legal agreement. Submission of completed booking form is an offer by the hirer to hire and the booking agreement is made only if and when the Company confirm the booking by written acceptance and confirmation. Telephone bookings do not create a legal agreement and any offer by the Company to hold a reservation is not legally binding, until a deposit has been received, the agreement includes these conditions the client accepts having read and agreed them.

2.2

The entire contract between the Company and the Hirer is contained in these conditions and the booking form and no representatives, terms warranty or condition expressed or implied shall be deemed to have been made or agreed or imported by reference to any other writing, advertisement, or conversation. No agent, servant or representative of the Company has any right to alter vary or waive any of these conditions. Nor is any person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with written permission of the Company signed by a partner in the Company. The hirer acknowledges that no false 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 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 are excluded save in so far as law may not exclude liability in respect of any particular statement or representation.

3 Group Bookings, Age Limits and Unsuitable Hirers

3.1

Full names, addresses and ages of all members are required to be completed on the booking form, along with copy of passport's\driving license. This is a requirement of the Company's Insurance Company.

3.2

The Company will not accept bookings from School parties, youth groups or persons under 25.

3.3

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 the age, ill health, disability, inexperience, suspected to be under the influence of drugs or alcohol or any other reason. In this event and providing that the Hirer is not in breach of 3.2, the Company will refund any monies paid and the contract shall be discharged without further liability to either party.

3.4

The Company may repossess the boat at any time, if in the opinion of the Company, the Hirer is unsuitable for any of the reasons given in 3.3 or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirers shall remain liable to pay the hire price and no refund shall be due. 3.5 The Company admit the carriage of one dog for a charge for £25.

3.5

Please refer to paragraphs 4 and 5 in the document titled 'Miscellaneous'. Should the hirer through his own misuse, engage in a call out charge, the hirer must pay the breakdown service on their arrival.

3.6

RESTRICTED CRUISING

The company accepts no liability and shall not be bound to make any financial adjustment in the event of cruising waters being restricted through repair work, floods, drought or fuel becoming restricted or rationed or any other cause beyond the control of the Company. Whilst every care is taken the company cannot be held responsible for the loss of cruising time should a breakdown or other unforeseen circumstances occur.

4 Cancellations and Changes to Booking

The agreement, which includes payment terms, is a legally binding contract and may not be cancelled or amended without written agreement of the Company.

Hirers wishing to change date's may do so, availability permitting of course, do so at a fee of £20, which may be returned if the boat is re let for that booking. To cancel a booking, this must be notified by telephone as soon as possible and confirmed in writing.

If the cancellation is 6 weeks prior to booking, the full balance will require to be paid. Bookings cancelled prior to six weeks will forfeit their deposit only.

5 Hire Period, Collection and Return of Boat

5.1

The boat will be available for collection from Pillings Lock Marina at 1pm on the day your holiday starts and will be required to be returned to the Marina and vacated by 10am on the last day. In event of delay the Hirer shall be liable to pay the sum of £20 per hour or part of hour of the delay in returning the boat.

5.2

The Hirer shall also agree to indemnify the company against the loss of subsequent booking due to the late return of the boat.

5.3

The Hirer is responsible to return the boat to base. If the hirer fails to do so, except for unavoidable cause, the hirer will be liable to pay the company the cost of recovering the boat.

5.4

You will be given all the necessary instructions for the actual use of the boat itself.

6 Insurance and Security Deposit.

6.1

The Company insures the boat and equipment and against public liability risks. The policy **DOES NOT** cover personal accident to the Hirer or their belongings or for non sailing as in 3.6 and therefore the Hirer is advised to **obtain their own insurance.**

6.2

The Company's policy excludes damage arising from the late return of the boat in an unclean condition or damage caused by pets

6.3

The Hirer will indemnify the Company from and against all costs, damage, expenses, liability claims arising from negligence or default of the Hirer to the extent that they are not covered by the company's policy, i.e. sill damage or malicious and intentional damage to boat or third party.

7 Prices and Payments

7.1

Deposits are as above and must be paid within 3 working days of booking. Prices are in pounds sterling. Payment shall be recognised on clearance of cheque or in receipt of BACS credit to account.

7.2

The balance of the price is due not less than 6 weeks before the hire start date.

7.3

Bookings accepted within the sixweek period will be asked to pay the full balance.

8 Pets

8.1

One dog per booking is allowed at a charge of £25. Other pets considered, ask on booking.

8.2

Hirers must provide dogs bedding, animals are not allowed on furniture or bedding.

8.3

They must be house trained

8.4

See clause 6.2

9 Fuel

9.1

The boat is handed over ready fuelled, and the price includes fuel consumed.

10. Repairs

10.1

Repairs are our responsibility and should not be put into the hands of others. We are a member of the RIVERSIDE RESCUE SERVICE who can be contacted 24\7. You will be shown this document on your arrival.

10.2

The Hirer shall notify the Company immediately by telephone in the event of breakdown, damage, theft or loss and shall provide full details and comply with the Company's instructions.

10.3

The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope, or other matter from propellers. The Hirer shall notify the Company if any of these operations cannot be carried out without risk injury or damage and shall comply with the Company's instructions. Otherwise the Hirer shall be liable for any loss or damage incurred.

11 Accidents

11.1

The Hirer is in charge of the boat and is responsible for its safe navigation. Remember you are not allowed to travel in the dark or in fog. Speed limit is 4MPH.

11.2

In event of an accident the Hirer must obtain and record the name of any other boat and names and addresses of all parties involved including the boat owner and other hirers.

11.3

Notify the Company immediately by telephone with full details as requested in 11.2

11.4.

DO NOT IN ANY CIRCUMSTANCES ACCEPT LIABILITY OR ALLOW ANYONE ELSE ON BOARD TO DO SO TO ANY OTHER PERSONS.

11.5

Proceed in accordance with the Company's instructions.

11.6

The Hirer is liable for and shall indemnify the Company against any claim made by any Waterway Authority for damage to waterway property or loss of water.

11.7

In the event of accident, the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company.

11.8

The Hirer shall only cruise approved British Waterways approved routes.

12 Damage Deposit.**12.1**

A non-returnable deposit of £60 is required before you set sail. This covers you against breakages to crockery, glassware, paintwork damage. This is included in the price.

I the undersigned, have read, understood and agree to be bound by the terms of this contract.

SIGNATURE

Please print out and sign and send with your booking deposit.