



Booking Terms & Conditions for Crabtree Narrowboat Hire

Please read these conditions carefully. They are part of the agreement and contain legal obligations and liabilities of the Hirer.

1. THE DEFINITIONS

In these conditions and the agreement:

"The Company" means Crabtree Narrowboat Hire.

"The Hirer" means the person or persons named on the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under the agreement.

"The Conditions" means 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. THE NARROWBOAT HIRE BOOKING AGREEMENT

A booking is a legal agreement. Submission of a completed booking form is an offer by the Hirer to hire and the booking agreement is made only if and when the Company confirms the booking by written booking confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding. The agreement includes these conditions which the client accepts having read and agreed them.

The entire contract between the Company and the Hirer is contained in these conditions and the booking form 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 agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is any such person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with written permission of the Company. 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 excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law.

3. GROUP BOOKINGS, AGE LIMITS & UNSUITABLE HIRERS

Single sex groups, sole individuals and persons under the age of 21 may not hire the boat. 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 age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event the Company will refund any monies paid and the contract shall be discharged without further liability on either party. The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.

4. CHANGES & CANCELLATIONS

The agreement including the payment terms is a legally binding contract and may not be cancelled or amended except as provided in the conditions. Should the Hirer wish to cancel or amend the booking they must advise the Company immediately by telephone and at the same time send written confirmation by Recorded Delivery post.

The Company reserves the right to levy an administration charge of £45 for any alteration to a booking made by the Hirer after it has issued a booking confirmation. In the event of a cancellation, the deposit will be forfeited and the Hirer will pay the balance price on the due date. The Company may at its own discretion waive the balance price if it is successful in re-letting the boat for the whole of the hire period. It is therefore strongly recommended that the Hirers protect themselves against cancellation liability by taking out cancellation protection. In the event of any claim being disallowed for any reason the Hirer remains liable for the full hire charges. In the event of the Company being unable to re-book the boat the Hirer will remain responsible for the full hire price unless covered by a cancellation protection scheme.

In the unlikely event of a boat suddenly becoming unavailable due to unforeseen circumstances (for the hire period required), all efforts will be made to offer suitable alternatives. If this is not possible, then all monies paid by you (the Hirer) will be refunded to you in full with no deductions but the Company will incur no further liability of any kind. Under no circumstances will the Company be liable to refund any amount exceeding the amount paid by the Hirer.

5. THE HIRE PERIOD, AVAILABILITY & COLLECTION & RETURN

The hire period is as shown in the booking confirmation. The Company will endeavour to have the boat ready for the Hirer between 2.00pm and 3.00pm on the start date. The hirer must notify the company of any likely delay in arrival as soon as possible by telephone.

Before the Hirer takes the boat the Company will give the Hirer such instructions, demonstrations and trials as it thinks fit and require the hirer to check and sign for the contents, inventory and Boat Acceptance.

In the event that the boat is not available because of circumstances beyond the Company's control (see Condition 17 below) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged.

The boat must be returned by the Hirer no later than 9.30a.m on the end date and the Hirer is responsible for allowing enough time to ensure prompt return. In the event of delay the Hirer shall be liable to pay the sum of £45.00 per hour or part hour of the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay. This condition is strictly enforced in the interests of subsequent hirers of the boat because the Company may not have time to fit out and deliver the boat to subsequent hirers. Where the Company has to recover a boat and return it to the base, the Hirer shall be liable for all the costs involved. Where operational circumstances make it necessary the Company reserves the right to require the boat to start from or return to a place other than its normal base of operation. In such circumstances the Company will where necessary provide transport to the original base. The Hirer is responsible to return the boat to its originating base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay to the Company the cost of recovering the boat.

6. THE PRICES & PAYMENT

Prices are in pounds sterling and are inclusive of VAT and therefore subject to any change in the VAT rate prior to the settlement of the price in full. The booking confirmation and booking statement are not VAT invoices. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due on the due date.

Payment is not made until cash or cleared funds have been received by the Company. The booking deposit must be sent with the booking application and unless otherwise stated is 25% of the total price. The balance of the price is due not less than 6 weeks before the hire start date. Time of payment shall be of the essence of the contract. For bookings made within 6 weeks before the hire start date payment in full must accompany the booking form.

7. THE INSURANCE & SECURITY DEPOSIT

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 effects. Hirers and their crews are advised to take out their own personal insurance cover.

The Company's policy excludes damage arising from speeding, still 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. 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.

The Hirer will pay a damage waiver. This is a one-off, non-refundable Damage Waiver Payment of £50. This cost is **included** in the quoted prices of hire. This gives the Hirer full cover in the event of loss of or damage to the boat or its equipment during the period of hire, except where any loss and / or damage is caused by the deliberate or negligent act or omission of the Hirer or any member of their party, (including where the person concerned is under the influence of alcohol, drugs or any similar substance), or any failure by the Hirer to comply with these Conditions of Hire. In this case, the Company has the right to make a charge to cover the loss or damage.

The policy does not cover personal accident or the Hirer's personal belongings and the Hirer is advised to make their own insurance arrangements.

8. SAFETY & OTHER RULES

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property: -

To only carry those named on the Reservation Form and not to allow on the boat at any time more persons than the maximum number of berths and under no circumstances more than 6 persons.

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 take the boat to sea or on tidal waters or to navigate or attempt to navigate The Glasson Branch, Ribble Link or make passage through any locks.

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

Not to allow smoking inside the boat.

Observe all byelaws, navigational limits or instructions and advice of British Waterways and other navigational authorities and the Company and their respective officers and employees. The Company reserve the right to repossess the boat at any time if, in the Company's opinion, the boat is being mishandled, misused illegally or if the crew's behaviour is considered detrimental to other waterway users. In the event of this happening, no portion of the hire fee will be refunded.

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

9. ACCIDENTS

The Hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat, other craft or the waterway the Hirer must: -

- i) Obtain and record the name and registration number of the other boat(s) and names and addresses of all parties involved including the other boat(s) owners and other hirers.
- ii) Notify the Company by telephone immediately with full details of the accident including damage incurred.
- iii) NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.
- iv) Not to carry out or have carried out repairs without the consent of the Company.
- v) Proceed in accordance with and follow the Company's instructions.

In the event of accident the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company. In the event that the Company's insurance cover is 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. The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Waterway Authority for damage to waterway property or loss of water.

10. MAINTENANCE, REPAIRS, DAMAGE & BREAKDOWN

The Hirer is responsible for and will keep and maintain the boat and its equipment and contents and shall return the same at the end of the hire term in accordance with the Company's instructions and in good clean and tidy order and condition. While the boat and the contents are insured the Hirer shall be primarily liable to indemnify the Company in respect of any damage or loss arising from any failure of the Hirer to comply with his obligations under the Booking Terms & Conditions or from carelessness or negligence.

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. 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 and the Hirer shall be liable for any costs incurred to rectify such repairs, adjustment or service to the Company's satisfaction.

No responsibility will be accepted by the Company for loss of time or expenses occasioned through accidental damage to the boat while in the Hirer's charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during the Hirer's cruise unless this is caused by proven reason of the Company's failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of the Company or its employees. 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 propellers. The Hirer shall notify the Company if

any of these operations cannot be carried out without risk of accident or damage.

The Hirer must comply with the company's instructions; otherwise the Hirer shall be liable for any loss or damage incurred.

11. HIRERS PROPERTY

Vehicles may be left entirely at the owners risk in the gated car park. Hirers are particularly advised not to leave any valuable or portable items in the car. The Company will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other persons property on the boat or elsewhere or howsoever caused except by the Company's negligence.

The Company shall take such action as may be necessary to silence car alarms in the car park and to recover the costs from the Hirer.

The Company will endeavor to return any Hirers property left behind on the boat if claimed and following receipt of payment for postage and packing. Property not claimed within two months from the end date will be disposed of by the Company.

12. THE FUEL, GAS, WATER & MOORINGS

The price of the hire includes the cost of any of the Fuel, Gas and Water used. The boat is handed over ready fueled, with a sufficient gas supply and full water tanks. Whilst the water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility of the Hirer. Where pump-outs are required to toilet tanks during the hire period, the cost is the responsibility of the Hirer.

The Company reserves the right to make a fuel surcharge if there is a material increase in the fuel costs duty.

13. PETS

Pets are allowed on the narrowboat but must be put on the booking form. There is a £20.00 charge for each pet and a maximum of two pets are allowed per boat. All pets must be house trained or caged as appropriate. You must bring your pet-blanket or pet-basket as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on chairs. Your pet must not be left unattended in the boat or elsewhere. Pets are not covered under the company's insurance policy and the Hirer shall be liable for the cost of any damage caused by their pet.

14. COMPLAINTS

The Hirer must check the boat and its contents and equipment immediately after taking possession of the boat and notify the Company of any alleged deficiencies or shortcomings before the boat leaves the marina. The Hirer must sign the Handover Form upon taking the boat over and the Hirer will be responsible for any items which are subsequently found to be missing or damaged. Any shortcomings

subsequently discovered must be notified to the Company by telephone immediately in order to give the Company the opportunity to take any necessary remedial action.

The Company shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period. The boat may then have been taken over by another hirer and may not be available for inspection. Any correspondence should bear the Company's booking reference.

15. EXEMPTION

The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company's negligence or wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss of or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions to cruising, 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.

16. THE BOATS DESCRIPTION & LAYOUT PLANS

The specification of boats, their accommodation, facilities and equipment on the website and in correspondence 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 the hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking. The Company reserve the right to change boat specifications without prior notice.

17. 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).

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.

18. DISABILITIES AND MEDICAL CONDITIONS

If the Hirer or any member of their party has any disability or medical condition which may affect the hire, the Hirer must inform the Company prior to confirming the booking. The Hirer must supply full details, in writing, at the time of booking. The Company shall reserve the right to decline or cancel the booking, and not be liable in respect of any matter, should the Company feel unable to properly accommodate the particular needs of the person concerned. The Company is specifically not prepared to accept a booking where dependence on an overnight supply of 240v electricity is required for medically critical applications e.g. oxygen supply / breathing machines.

19. DISPUTES

Any dispute, difference or question which may at any time arise out of the booking contract may be referred at the Company's sole discretion to a single arbitrator to be agreed between the parties. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

20. JURISDICTION

The contract between the Company and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceedings against the Hirer from the courts in any other country.

21. WAIVER

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

22. THIRD PARTIES

No person who is not a party to this agreement may enforce any term of this agreement. The parties agree that the contracts (Rights of Third Parties Act 1999) shall not apply to this agreement or to any agreement or document entered into pursuant to this agreement.