

CONDITIONS OF HIRE



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1. Definitions: In these conditions and agreement: “The Company” means Black Prince Holidays Ltd. “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 this 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. “The period of hire” means the period between the start date and the end date.

2. Booking Agreement: A booking is a legally binding contract. The contract includes these conditions which the Hirer accepts having read and agreed them. The entire contract between the Company and the Hirer is contained in these Conditions and the online 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 authorized to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with the written permission signed by a Director or the General Manager 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. In accepting a booking, the company’s responsibility does not extend beyond the provision

of the boat and in particular there is no warranty that any particular route will be available for navigation during the period of hire. Where more than one boat is booked on the same booking form each boat shall be deemed to be the subject of a separate contract. Bookings for optional extras are taken subject to availability on the start date.

3. Group Bookings, Age Limits and Unsuitable Hirers: The Hirer must be aged 25 years or over. Though there is no age limit for driving the boat, the Hirer warrants that whenever the boat is driven by a person aged under eighteen years they will always be under the close supervision of a competent adult. Where a boat is occupied by a group comprising mainly young persons, the Hirer warrants that at all times a responsible person aged more than 25 years will be in charge of the group. The Company may at its discretion cancel any booking made in contravention of this condition before or at the start date. In this event any money paid will be forfeit and any balance payment will remain due unless the Company is able to re-let. If the Company is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses. 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, inexperience, suspected influence of alcohol or drugs or any reason that may adversely affect the safety of any person, or commercial interests of the Company. In this event (and provided that the Hirer is not in breach of other parts of the agreement) 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. Cancellations and Changes: 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. 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 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 operator being unable to re-book the boat the hirer will remain responsible for the full hire price unless covered by a cancellation protection scheme.

5. Hire Period, Collection and Return of Boat: The hire period is as shown in the booking confirmation. The Company will endeavor to have the boat ready for the Hirer at the time specified on the start date. The hirer must notify the company of any likely delay in arrival as soon as possible by fax or telephone. Before the Hirer departs with 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 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 shall be returned to the company's hire base and be vacated in a clean and tidy condition no later than the time specified on the end date. Hirers are responsible for ensuring that their cruising schedule allows time for unforeseen contingencies so as to permit their return and vacation of the boat by the scheduled time. Breach of this condition will incur an additional charge of up to £75 per hour or part thereof. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Company as a result of the boat not being available on time for the next Hirer. 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. Prices and Payment: Prices are inclusive of VAT and are 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. Prices are in pounds sterling. Hire cost includes navigation licenses for waterways operated by the Canal & River Trust covering most UK canals but not UK river navigations (including but limited to Thames, Upper & Lower Avon, Wey) where the hirer can purchase a visitor license in advance or on arrival at additional cost. 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 8 weeks before the hire start date. Time of payment shall be of the essence of the contract. For bookings made within 8 weeks before the hire start date payment in full must accompany the booking form. Without prejudice to any other rights of the Company it may charge interest (both before and after any judgement) at the rate of 3% over the company's bankers base lending rate on any monies due from the due payment date until the date of payment and interest shall accrue from day to day.

7. Insurance: 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 price includes a £50 compulsory accidental damage waiver per booking. Accidental damage waiver excludes damage arising from speeding, contact with a lock sill causing damage to the rudder, skeg or stern gear, TV aerials, chimneys, malicious or intentional damage to the boat. Also excluded is malicious or intentional damage to other boats and property and the late return of the boat and return of the boat in unclean condition. The Hirer will indemnify the Company 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.

8. Safety and 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: – 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. Not to allow on the boat at any time more persons than the maximum number of births and under no circumstances more than 12 persons. To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft. Not to take the boat to sea or on tidal waters. This includes the lower tidal Thames between Teddington and Brentford. Not to have or carry any live fishing bait on the boat. At all times to observe all byelaws, navigational limits or instructions and advice of Canal & River Trust and other navigational authorities and the Company and their respective officers and

employees. 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:

- Obtain and record the name and registration number of the other boat and names and addresses of all parties involved including the other boat owners and other hirers.
- Notify the Company by telephone immediately with full details of the accident including damage incurred.
- NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.
- Not to carry out or have carried out repairs without the consent of the Company.
- Obtain and follow the company's instructions. In the event of an 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 Navigation Authority for damage to waterway property or loss of water.

10. Maintenance, Repairs, Damage and Breakdown: 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 company's instructions and in good clean and tidy order and condition. The Hirer shall notify the company 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. 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 shall have no claim on the company as a result of breakdown or failures of the boat and its equipment or for any delays caused by repairs to the boat. The Hirer shall comply with the company's instructions; otherwise the Hirer shall be liable for any loss or damage incurred.

11. Hirer's Property: Vehicles may be left in the company's car parks at the owner's risk. The company will be under no liability for any loss of or damage to vehicles or contents of the hirers or other people's property on the boat or elsewhere or howsoever caused except by the company's negligence or that of those for whom the Company is responsible. Hirers are particularly advised not to leave any valuable or portable items in the car. The Company shall take such action as may be necessary to silence car alarms in the company's car parks and to recover the costs from the Hirer. The Company may return hirer's property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date will be disposed of by the Company.

12. Fuel, Gas, Water etc.: The boat is handed over ready fuelled. The cost of the fuel is to the hirer's account, and will be charged upon return of the boat to the yard at the end of the holiday. As a result of an EU ruling the tax will be similar to normal road diesel, and the price charged is likely to be 10p to 15p per litre below

average supermarket prices. The boats will typically use between 1.2 litres and 1.7 litres per hour depending on driving style. In addition, the central heating systems are oil fired, which will use diesel during colder periods. Whilst 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, the cost is the responsibility of the Hirer unless carried out at the company's base.

13. Pets: Pets are allowed on the boat but must be put on the booking form. A maximum of two pets are allowed per boat. Your first pet travels free, second pet at a cost of £30 payable at the base on arrival. Hirers must provide their own pet baskets or blankets. All pets must be properly house trained or caged as appropriate, must not be left unattended, and must not be allowed on bedding or chairs. Pets are not covered under the company's insurance policy and the Hirer shall be liable for the cost of any damage or extra cleaning required.

14. Complaints: The Hirer shall check the boat its contents and equipment fully immediately after taking possession of the boat. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Company before the boat leaves the boat yard. The Hirer shall sign the Boat Acceptance form before departure and thereafter the Hirer is completely responsible for the boat, its equipment and its operation until it is handed back to the Company at the end of the period of hire. 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 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, as the boat may then have been taken over by another hirer and may not be available for inspection.

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 willful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss or damage to property, nonfulfillment 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.

16. 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 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. 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 or failing agreement to be nominated upon application of either party by the President of the Birmingham Law Society. 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.

18. 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 courts in any other country.

19. Waiver: No indulgence, forbearance or delay 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.

20. 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.