

TERMS AND CONDITIONS OF CHARTER

Hire Cruisers Ltd (HCL) of Undercliffe Boathouse, Bishops Way, Maidstone, Kent ME15 6XG would like to draw attention of the party organiser, who accepts this contract, to the following conditions: -

- 1) The Captains/Skippers word is final throughout the duration of the charter and any lawful decisions or changes to the route or logistics of the event for safety reasons including passenger behaviour must be complied with by you and your party.
- 2) The capacity of the boat is strictly limited by the Maritime Coastguard Agency (MCA) and will be strictly adhered to by HCL.
- 3) Entertainers, etc, hired by the client will count as passengers.
- 4) Charter rates include crew, bar staff, fuel, but do not include drinks, buffets, refreshments or live entertainment, the liability for which will be solely for the clients account. The party organiser agrees to indemnify HCL for any costs incurred by HCL because of their failure to meet their liability in this regard.
- 5) The party organiser agrees to indemnify HCL for any costs incurred by HCL due to damage caused to the boat or to third parties and or their property due to the conduct of the party organiser and or any of their guests.
- 6) The conduct of the passengers will be the responsibility of the party organiser and to whom the skipper or crew will issue such instructions concerning the conduct of the party, whilst HCL have carried out and the relevant risk assessments for their activities you and all members of your party must always conduct themselves properly whilst on board, considering their own safety and that of other passengers, in addition it is the responsibility parents or guardians to supervise any children under the age of 16 during the duration of the event.
- 7) Departure times are flexible for late passenger arrivals; however, this lost time cannot be made up on the river.
- 8) We cannot be held responsible for river/weather conditions at time of charter.
 - a. If the river rises above its normal level, goes into strong stream or we experience strong winds, then it may be necessary to revise the route or return to our moorings, this decision is at the captains/skipper's discretion and his/her word is final.
 - b. If in the unlikely event we experience severe flooding/river flows, we may need to cancel completely, in this case a full refund will be made, however, we cannot be held responsible for any consequential losses or expenses incurred by the client.
- 9) No food or drink may be brought aboard by passengers, if any such food or drink is found to have been brought onboard with permission it is to be handed over on request, it will be held until the end of the event then handed back to the person/persons from whom it was taken.
- 10) Passengers arriving at the Kentish Lady intoxicated or under the influence of illegal substances will be refused entry. If we have good reason to suspect that illegal substances are being used, we will immediately terminate the charter, inform the police, and return to our mooring. Under these circumstances no refund will be given.
- 11) Aggressive or violent behaviour between guest or directed towards HCL staff/crew will not be tolerated, in this event we will immediately terminate the charter, inform the police, and return to our mooring. Under these circumstances no refund will be given.



KENTISH LADY

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- 12) Alcohol sales, It is a criminal offence for persons under the age of 18 to attempt to purchase or consume alcohol on board the boat, it is also a criminal offence for a person to purchase alcohol for someone under the age of 18.
- 13) A non-refundable deposit of £150.00 pounds is required with the booking unless your sail date is less than 28 days, in which case the full amount will be payable, this deposit is only refundable if cancellation of the event is received in writing 30 days prior to the event date.

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- 14) The balance of charter fees, buffet, and any entertainment ordered must be paid in full 30 days prior to the event unless alternative arrangements have been agreed in writing with HCL, if requests for payment are ignored, we reserve the right to cancel the booking and to retain the deposit.
- 15) Complaints and disputes, we welcome customer feedback therefore any client who is unhappy about any aspect of the event firstly must notify the skipper and or crew during the event and we will endeavour to rectify any reasonable problems at that time. Further complaints must be made in writing to our office no later than seven days after the event. Failure to comply with this procedure will indemnify HCL from the payment of any compensation.