

# HIRE CRUISERS LTD

## Self-Drive Boat Hire – Terms and Conditions

Please read these Boat Hire Conditions carefully, they are all part of the hire agreement (the “Agreement”) and describe the rights and duties of both you and the company (Hire Cruisers Ltd), you will be asked to confirm that you have read them at the time of hand over.

### Definitions

In these self-drive Boat Hire Conditions and the Agreement, the following words have the following meanings: “Agreement” means the Hire Agreement between you and the company (Hire Cruisers Ltd) which is evidenced on you booking form and is made based on these Conditions.

“Company” Hire Cruisers Ltd

“Conditions” means these self-drive Boat Hire Conditions.

“Hire Period” means the hire period in the booking form.

“Price” means the price in the booking form.

“Security Deposit” means the security deposit as recorded on the booking form.

“You” and “Your” means the person or persons named in the booking form, or anyone added at a later date. If there is more than one of you, each of you shall be individually responsible for complying with the agreement.

### Agreement to Hire

2.1 When You request a booking you are making an offer to hire a boat on these boat hire conditions. If the company accepts your booking the agreement will not be considered an effective contract until the company has received your completed booking form and deposit, bookings will only be accepted on the company’s official booking form.

2.2 You, as party leader, are responsible for ensuring the accuracy of the personal details and any other information supplied in respect of you and your party.

2.3 A provisional or conditional booking is not binding, you may cancel it at any time before sending in a completed booking form. Similarly, the company may hire the boat to another party in place of you at any time before your booking form and deposit has been received.

2.4 Nothing in these Boat Hire Conditions affects Your statutory rights.

### 3. Prices and Payment

3.1 Prices are in £s sterling, 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.

3.2 The booking form sets out the total price payable by you.

3.3 You, as the party leader, are responsible for making all payments due to the company, payment is deemed to have been made by you when cleared funds are received into the company’s bank account or payment is received in cash.

3.4 You will need to pay the boat hire fee at the time of the booking request by cash, credit or debit card, bank transfer. A receipt for your payments will be provided.

### 4. Your Party

4.1 Personal agreement and obligations: This Agreement is a personal one between you and the company, and your identity and the identity of members of your party are a material factor in the company’s decision to enter into this agreement. You must be at least twenty-one (21) 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 this agreement and accept the boat hire conditions on their behalf. The full names, ages and permanent addresses of all members of your party must be provided to the company at the time of booking. 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 boat hire conditions, but otherwise not to 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, business purposes:

The Company’s general policy is that it will not enter into this agreement for school parties, youth groups, hen or stag parties or for any commercial purpose without more information about the members of the party and the purpose and nature of the hire occasion. If the company later becomes aware that your party actually falls within this policy but that you have not disclosed, it to the company then the company may terminate your booking. In this event the deposit and any other part of the price which you have paid will be retained by the company and you will remain liable to pay the balance of the price.

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### 4.3 Medical Issues:

if you or any member of your party has any medical problem or disability that may affect your booking, please tell the company before you make your booking and give full details in writing as early as possible before you travel. If the Company reasonably feels that it cannot properly meet that person's specific needs, the company may have to refuse or cancel your booking

### 4.4 The use of alcohol and controlled drugs - Company's right of immediate cancellation:

The boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the company may cancel your booking and refuse to hand the boat over to you or repossess it if you or any member of your party is or appears to be under the influence of alcohol or drugs. In such a case the company shall be entitled to recover any loss, damage and expense from the monies already paid by you and if this is insufficient to cover its loss it shall be entitled to bring a claim against you for the balance of such claim.

### 4.5 Company's right to decline handover for safety reasons:

The Company may cancel Your booking and refuse to hand the boat over to you if, in its reasonable opinion, you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (and if you have fully complied with your obligations under this agreement) the company will refund the deposit and any other monies which you have paid to the company and this agreement shall be discharged without further liability on either party.

### 4.6 Unreasonable Behaviour:

The Company can refuse to hand over the boat if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to waterway users, or if the company has reasonable cause to believe you or any member of your party will cause damage or loss to the boat, its services or facilities. If this happens, this agreement between you and the company will end immediately and you will not receive any refund and the company will not have any further responsibility to you. The Company can end the agreement after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited onto the boat or property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, waterway users or members of staff or where you or any member of your party (or anyone invited on to the boat by you) has broken or is likely to break any of the agreement, these boat hire conditions, any applicable laws and regulations, or any other terms and conditions applicable to the boat which you have been told about. If this happens, you will have to leave the boat immediately and no refund will be given. You may also be responsible for any costs the Company incurs as a result of your behaviour.

4.7 Company's right to repossess during the hire: the company may repossess the boat at any time after commencement of the hire period if, in the reasonable opinion of the company, you are unsuitable to be in charge of the boat for any reason affecting the safety of any person or property including in particular if you or any member of your party, or anyone invited onto the boat by you, is or appears to be under the influence of alcohol or drugs or if you are not behaving responsibly or if there has been a material breach of this agreement.

## 5. Cancellation Policy

5.1 If You want to cancel your booking you must give the company written notice (the "Cancellation Notice"). The date of receipt of the cancellation notice shall be the effective cancellation date but in order to increase the prospects of re-letting the boat, you should pre-advise the Company of the impending cancellation by telephone.

### 5.2 Cancellation timescales

- 7 days or more before your booking
  - Full refund or rebook.
- Less than 7 days before your booking
  - No refund but you can rebook at no additional charge.
- No show on the day
  - No refund and no rebooking available.

## 6. Changes Requested by You

6.1 This Agreement is a legally binding contract and bookings may only be changed with the agreement of both parties and in accordance with these Boat Hire Conditions.

6.2 If You wish to change your booking, the company will try to accommodate the changes subject to availability. The Company reserves the right to charge an administration fee of £25 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

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- 7.1 The Company may cancel this agreement by written notice in the following circumstances:
- 7.1.1 For any of the reasons described in this agreement;
  - 7.1.2 In the event of an accident affecting the safety or navigability of the boat;
  - 7.1.3 For breach of any of the rules set out under Condition 10.1;
  - 7.1.4 For non-payment of any sum due under the booking and/or this agreement.

7.2 The Company is entitled to recover from you any loss which it suffers as a result of cancellation under any of the provisions of condition 4 or for breach of condition 10.1 and it may retain all or part of any payments which you have made as security for such claims. Subject to this, if the company is able to re-hire the boat for all or part of the hire period it will give credit for the net sums received as a result of such re-letting and shall prepare and submit to you an account of its claim and of any payment which may be due to you or to the company within seven (7) days of the end date.

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

- 8.1 The boat will normally from - **Hire Cruisers Ltd, Bishops Way, Maidstone, Kent, ME15 6XG** - or as otherwise shown on the booking form, subject to the provisions of Condition 8.7.
- 8.2 You must notify the Company 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 be no rebate of the price for late arrival nor will the company accept responsibility for any costs which you may incur if you fail to reach the boat at the allotted time.
- 8.3 Before you take the boat over the company will give you such instructions, demonstration, trials and safety equipment as are appropriate, you will then be required to check and sign the inventory of the boat and the hand over sheet.
- 8.4 In the event that the boat is not available on the start date due to any circumstance for which the company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the company may substitute the boat but if no such boat is available the company shall refund you with the deposit and any other payments you have made.
- 8.5 The boat must be returned to the pre-designated location and at the time specified by the company or as otherwise shown on the booking confirmation or notified under Condition 8.7, it is your responsibility to allow enough time to ensure timely return.
- 8.6 If you return the boat late or to the wrong place because of poor planning on your part or for another reason which is your responsibility then you will be liable to pay £50.00 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point and any other expenses and losses which the company may incur as a result of the delay including 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. In such event the company shall be obliged to give you written notice of the change in enough time to allow any necessary preplanning of your itinerary and to organise any transport which is reasonably necessary for you and your party as a result of such change.

**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 death, personal injury or your personal belongings, you and your party are advised to check the level of your own personal insurance.
- 9.3 The Security Deposit is intended to contribute to 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 it was paid as soon as the company is satisfied that no loss, damage or accident has occurred and that no other sums are due to the company from you.

**10. Safety and other Rules**

- 10.1 You must always comply with the following rules 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 twenty-one (21) years and that the buoyancy aids provided are worn by all members of your party.
  - 10.1.2 Not to tow or be towed other than in exceptional circumstances and with the permission of the company .

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- 10.1.3 To moor the boat safely and securely.
- 10.1.4 Not to navigate after sunset or before sunrise.
- 10.1.5 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.
- 10.1.6 Not to race the boat.

10.1.7 Not to bring onto the boat any dinghies, canoes, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms, portable medical equipment or any other items which might create dangers or hazards without the company's prior written permission.

10.1.8 Not to use the boat for any commercial purpose.

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 than eight (8) or six (6) persons (See booking form).

10.1.11 To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

10.1.12 To cruise only within the areas 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.

10.2 The Company reserves the right at its reasonable discretion and 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 be involved in any expense or penalty as a consequence, then, at the end date, the company may retain the security deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of [six (6)] months from the end date the company shall return the security deposit to you together with accrued interest. card with

#### **11. Accidents**

11.1 During the hire period you are deemed to be in charge of the boat (The Captain) and are responsible for its safe navigation. In the event of any accident or damage involving you or any other people or any property you must: -

11.1.1 Not make any admissions of liability but obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the company (when available);

11.1.2 Notify the Company as soon as practically possible with full details of the accident and any damage sustained.

11.1.3 Proceed in accordance with and follow the company's reasonable instructions.

#### **12. Looking after the Boat**

12.1 After the tuition and hand over you deemed to be the captain of the boat and responsible for its equipment and contents and in keeping them in a clean and tidy order during the hire period.

12.2 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 to the boat without the company's prior approval.

12.3 Although the boat and its equipment are insured against many risks by the company, you remain responsible to the company for any damage or loss arising from your breach of the agreement, your deliberate acts or from your negligence.

12.4 You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear and for keeping the company informed of any incidents of this nature.

#### **13. Rights of Entry**

13.1 The Company reserves the right at any time to board the boat 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. You agree to allow the Company or their representative(s) or contractor(s) immediate access to the boat at any time.

#### **14. Hirer's Property**

14.1 One (1) vehicle only from you group may be left entirely at the owner's risk in the company's car park. The company will be under no liability for any loss or damage to vehicles or their contents or for your property on the boat unless caused by the company's negligence.

14.2 The company will return property which it finds which has been accidentally left on the boat if it is claimed promptly and that you either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within one month from the day of your trip may be disposed of by the company.

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**15. Pets**

- 15.1 Pets are allowed on the boat only with the company's prior permission.
- 15.2 The company may make charges and take additional security deposit for pets at its discretion.
- 15.3 You must provide any pet baskets or blankets.
- 15.4 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.

15.5 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.

**16. Inventory**

16.1 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 to afford the company the opportunity to rectify the matter. 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.

**17. Exclusion and Limitation of Liability**

17.1 The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond the company's reasonable control which could not have been mitigated or avoided by the company including but not limited to:

- 17.1.1 Loss of or damage to any person's property (including the boat);
- 17.1.2 Non-fulfilment, interruption or delay to the booking;
- 17.1.3 Breakdowns, mechanical problems, latent defects, damage to the boat;
- 17.1.4 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;
- 17.1.5 Consequential loss, damage or expense which you incur including the cost of alternative transport, accommodation or other holiday provision.

17.2 The Company's total liability to you and any person claiming through you in respect of all claims which may arise under this agreement (other than in respect of claims which cannot be excluded or limited at law, such as claims for death or personal injury) shall be limited in aggregate to the price actually paid by you to the company in respect of the agreement in question.

17.3 To the extent that the terms of this agreement contradict any laws on consumer rights, the rights conferred on any party who is a consumer shall remain unaffected.

**18. Complaints**

18.1 You must contact the company immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless you let the company know promptly. If, after this, you feel that the problem has not been sorted to your satisfaction, you must, within seven (7) days from your trip, provide the company with a written complaint. The Company has a procedure to make sure it can sort out complaints as quickly as possible. Please help the company to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

**19. Third Parties**

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

**20. Data Protection**

01.1 To process Your booking we will need to collect and process personal information. For more detailed information about how we use personal information, please see the Company's Privacy Policy.

**21. Law and Jurisdiction**

21.1 This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.