

## **Terms and conditions**

### **1. BOAT HIRE CONDITIONS**

Please read these conditions carefully. They are all part of the hire agreement and describe the rights and duties of both you and the Company

### **2. DEFINITIONS**

In these conditions and the Agreement, the following words have the following meanings:-

- a. "Agreement" means the Hire Agreement between You and the Company, which is evidenced by your booking request and the Booking Confirmation.
- b. "Booking Confirmation" means the written confirmation issued to You by the Company confirming the hire period, price, place of delivery and other key particulars of the booking.
- c. "Company" means Water Babies Narrow Boat Hire of The Moorings, Stony Lane, Forton, Lancashire PR3 0AR.
- d. "You" means the person or persons named in the Booking Confirmation. If there is more than one of 'You', each of 'You' shall be individually responsible for complying with the Agreement.
- e. "Conditions" means these Boat Hire Conditions.
- f. "Price" means the price in the Booking Confirmation.
- g. "Start Date" means the start date of the hire period as recorded in the Booking Confirmation.
- h. "End Date" means the date on which the hire period ends as stated in the Booking Confirmation.
- i. "Hire Period" means the duration of the boat hire as stated in the Booking Confirmation.
- j. "written" means that the item has been printed, typed, written out by hand, sent or displayed by email or other electronic means.

### **3. AGREEMENT TO HIRE**

When You request a booking you are making an offer to hire a boat on these Conditions. The Hire Agreement itself only comes into existence when the Company sends out the Booking Confirmation. A provisional or conditional booking is not binding and You may cancel it at any time before the Booking Confirmation is sent out to You by the Company. Similarly the Company may hire the boat to another party in place of you at any time before a Booking Confirmation has been sent to You.

The entire Agreement between You and the Company is contained in these Conditions, the booking request and the Booking Confirmation. Nothing in these Conditions affects your statutory rights.

When Booking Your credit or debit card details will be requested to secure your hire period. If paying by link, your credit or debit card details will be requested to complete your purchase and a receipt will be generated. Deposit and full payment, as itemised, shall be debited and your account statement will identify the transaction as "Worldpay,". This is our 3rd party payment clearing provider who operate our secure, PCI compliant online payment system .If booking by any means other than online, your credit or debit card details may be requested to complete and/or guarantee your reservation. Payment, as detailed, shall be debited accordingly and your account statement will identify the transaction as "Worldpay,". Your reservation is duly guaranteed by the issuing of a payment receipt. In the event that payment has not been completed and another party requests to book Your preferred hire period, we will advise you accordingly and give you the opportunity to complete the payment before accepting the other party's booking request.

**Please note** - If Your party includes any infirm or disabled persons, You should make relevant enquiries at the time of booking. Our boats are not adapted for people with mobility problems or disabilities.

#### **4.PRICES AND PAYMENT**

Payment is deemed to have been made when cleared funds are received in the Company's bank account. The Deposit is payable at the time of the booking request. The deposit is **£150**. The balance of the hire price is due no less than six weeks before the start date as shown in the Booking Confirmation. Time of payment shall be of the essence of the Agreement. For bookings made less than six weeks before the start date, you must pay the full price at the time of the booking request.

#### **5.YOUR PARTY** - Personal agreement and obligations

The Hire Agreement is a personal one between you and the Company and your identity is a material factor in the Company's decision to enter into the Agreement.

- You must be at least 21 years of age at the time of booking.
- You must be authorised by all other members of your party to enter into the Agreement 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 not to be unreasonably withheld.

- You are responsible for making all members of Your party aware of the terms of the Agreement.

## 6. THE COMPANY'S RIGHT TO WITHHOLD ACCESS TO THE HIRE BOAT

Please be advised of the following:

- a. School parties, youth groups, hen or stag parties, or hire for business purposes - The Company's general policy is that it will not enter into Hire Agreements for school parties, youth groups, hen or stag parties or for any commercial purpose without clear statement about the members of the party, the purpose and nature of the hire occasion. If the Company later becomes aware that Your party actually breaches this policy and 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**.

In the event that the Company becomes aware that the Terms of the Agreement have been breached during the hire period, we reserve the right to take legal action against the Lead Person named on the Booking Form.

- b. The use of alcohol and controlled drugs - a hire boat shall not be navigated while anyone on board is - or appears to be - under the influence of alcohol or drugs. The Company reserves the right to cancel your booking; refuse to hand the boat over to you; or repossess the boat 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. Should this be insufficient to cover The Company's loss, it shall be entitled to bring a claim against you for the balance of such claim. The use of alcohol whilst the boat is moored is acceptable. The use of controlled substances – other than for legitimate medical treatment – is not permitted at any time. Where controlled substances are required for medical treatment, the Company will require proof of need from a suitably qualified medical practitioner before the boat is released for hire.
- c. Safety concerns :- 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 provided that 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 the contract shall be discharged without further liability on either party.

d.Repossession of the boat during the hire period :- 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 which might compromise the safety of any person or property - including and in particular - if You or any member of your party is (or appears to be) under the influence of alcohol or drugs; if You are not behaving responsibly; or if there has been a material breach of the terms of this Agreement.

## **7.CANCELLATIONS AND CHANGES REQUESTED BY YOU**

The Agreement is a legally binding contract and may only be cancelled in accordance with these Conditions. If You want to cancel or change Your booking you must:-

- a. pre-advise the Company of the impending cancellation by telephone to allow opportunity for the boat to be hired by another party.
- b. give the Company written notice. The date of receipt of the written notice shall be the effective cancellation date.
- c. The Company shall make the following charges for cancellation dependant on the date on which the Cancellation Notice is received:

### **Days before Start Date when Cancellation Notice received**

- Cancellation Charge More than 42 days - Loss of Deposit, including any part of the deposit which has not yet been paid
- 42 days or less - 100% of Total Price of the boat hire

## **8.CANCELLATION BY THE COMPANY**

The Company may cancel the Agreement by written notice in the following circumstances;

- For any of the reasons described in Conditions 4.
- In the event of an accident affecting the safety or navigability of the Boat
- For breach of any of the rules set out under Condition 8
- For non-payment of any sum due under the booking.

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 8 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-let the Boat for all or part of the Hire Period it will give credit for part of Your monies received. This will be determined by the number of days we are subsequently able to secure a re-let of the boat. We will prepare and submit to You an account of our claim and of any repayment which may be due to You, or to the Company within 7 days of the End Date of your agreed hire period.

## **9.HIRE PERIOD, COLLECTION AND RETURN OF BOAT**

The Boat will normally be available at 14:00 for Weekly Bookings and 3.00p.m for Short Breaks on the start date; from Stony Lane, Forton or as otherwise shown in the Booking Confirmation. Subject to the provisions of Condition 6, 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 overnight costs that You may incur if you fail to reach the boat during normal working hours.

Before You take the boat over the Company will give You such instructions, demonstrations and trials as are appropriate and You will then be required to check and sign the inventory of the Boat and the hand over sheet. 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 a boat of similar accommodation.

The boat must be returned to The Mooring at Stony Lane, Forton or as otherwise shown on the Booking Confirmation; or notified under Condition 6 and vacated by You by the time agreed at the hand over. It is Your responsibility to allow sufficient time to ensure timely return to The Moorings at Stony Lane, Forton.

The right is reserved to decline to accept any person - either at the Mooring or aboard a boat - at the discretion of the management. If circumstances warrant such action, a full and documented reason shall be provided. In such an instance, it shall be Your sole responsibility to cover costs of travel. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event. Reasons for such action shall include, but not be limited to:

- Violent, racist, verbal abuse or other such unacceptable behaviour.
- Failure to comply with the laws of the United Kingdom.
- Drunk and disorderly behaviour.

- Misuse of un-prescribed drugs.
- Refusal or failure to comply with health & safety issues.
- Any other behaviour deemed disruptive, dangerous or insulting to other members of the public (other boat users; persons on the towpath; et al).

## 10. INSURANCE AND SECURITY DEPOSIT

We operate within UK laws that include compulsory and statutory insurance against accident and third party liability. Personal insurance against injury, item theft, loss, or any other such event is not included and it is highly recommended that you take out your own Travel Insurance in accordance with good standard travel procedures.

The Company insures the boat against physical loss; 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 £500**) 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.

The Company's insurance policy does not cover personal accidents or Your personal belongings and excludes and does not cover the first £500 of any claim. The security deposit of £150 is intended to cover the Company's policy excess and any uninsured risks or other sums, due to the Company under the Hire Agreement. It is not the limit of your potential liability to the Company. 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 in cash 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.

## 11. SAFETY AND OTHER RULES

You agree to comply with the following rules at all times during the Hire Period:

- To ensure that at all times while the boat is being navigated or is transiting locks the minimum age of the operator on board and in charge is 21 years.
- To allow the boat to be occupied only by the persons named in the Booking Document.
- To moor the boat securely.
- To observe all speed limits and not to navigate at a speed, which creates –
  - a breaking wash;
  - or disturbs and causes inconvenience to other waterway users.
- To give way to laden or un-laden cargo boats, sailing craft, rowing boats and other human propelled craft

- At all times to observe all bye-laws and navigational limits and abide by the instructions and advice of Canal and River Trust and their respective officers and employees.
- Not to race the boat.
- 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 or any other items, which might create dangers or hazards without the Company's prior written permission.
- Not to use the boat for any commercial purpose.
- Not to tow or be towed, other than in exceptional circumstances.
- Not to navigate after sunset or before sunrise.
- Not to allow more than 6 persons to be on the boat at any time.
- Not to take the boat on to sea or tidal waters. You are to only cruise on the Lancaster Canal.
- Not to have or carry any live bait on the boat.

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. If You are reported **for improper navigation during the Hire Period**; or if You are **in breach of any of the rules in condition 8**; and if **the Company has good reason** to believe that it will be involved in any expense or penalty as a consequence of Your actions, then at the End of Hire Date the Company may retain the security deposit against prospective future liabilities. The Company shall pay such monies into a separate client account. If no action has been taken after a maximum period of 6 months from the End of Hire Date the Company shall return the Security Deposit to you.

## **10.ACCIDENTS**

You are in charge of the boat 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 :-

- 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
- Notify the Company as soon as practically possible with full details of the accident and any damage sustained
- Proceed in accordance with and follow the Company's reasonable instructions.

## **11. LOOKING AFTER THE BOAT**

You are responsible for and will keep the boat; its equipment; and contents in clean and tidy order during the Hire Period. 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 without the Company's prior approval.

Although the boat is 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. You shall be responsible for getting the boat off mud banks or any other grounding; 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.

## **12. HIRER'S PROPERTY**

Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles; their contents; or for Your property on the boat. The Company may take such reasonable action as it shall consider necessary to silence car alarms in the Company's car park and to recover the costs from You. This is inclusive of any requirements and obligations under the Noise and Statutory Nuisance Act 1993.

The Company will return property which it finds which has been accidentally left on the Boat provided:

- that it is claimed promptly
- that You either arrange for its collection or agree to pre-pay for any postage and packing.
- Property not claimed within two months from the End Date may be disposed of by the Company.

## **13. FUEL**

The boat is handed over ready fuelled and the price includes the cost of diesel fuel consumed. A starter pack for the log burner is provided during autumn and winter months. Any additional fuel required for the fire is Your responsibility.



#### **14. PETS**

Pets are allowed on the boat only with the Company's permission. You shall give notice of any pets you wish to bring at the time of making the booking. You must provide any pet baskets or blankets. 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.** Pets and pet damage are not covered under the Company's insurance policy. You will be liable for any damage or loss caused by Your pet..

#### **15. INVENTORY**

You will be required to sign the inventory on taking the boat. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible, so as 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 at the discretion of the Company.

#### **16. EXCLUSION AND LIMITATION OF LIABILITY**

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. Specifically, any cause that could not have been mitigated or avoided, by the Company including - but not limited to:

- Loss of or damage to any person's property (including the Boat);
- non-fulfilment, interruption or delay to the booking;
- breakdowns, mechanical problems, latent defects, damage to the Boat;
- 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; rationing, shortage or non-availability of fuel;
- consequential loss, damage or expense, which You incur including the cost of alternative transport, accommodation or other holiday provision.

The Company's total liability to You and any person claiming through You in respect of all claims which may arise under the Agreement (other than in respect of claims for personal injury or death due to negligence on the part of the Company) shall be limited in aggregate to the Total price actually paid by You to the Company in respect of the Agreement in question.

## **17.The Website**

The specifications of boats, their accommodation, facilities and equipment on the website are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boats supplied. The Company reserves the right to make modifications to the boats. In particular alterations may occur during rebuilding or refitting; boats within classes may differ; colours may vary.

## **18.OVERALL ENJOYMENT**

We will not accept responsibility for your overall enjoyment. Whilst every effort will be made to maximise your pleasure and experience, it is accepted that every person's preference and tastes are unique. It would be impossible to satisfy all of our customers all of the time. However, we recognise that our own success is dependent on word of mouth referral and prioritises customer satisfaction accordingly.

## **19. LAW AND JURISDICTION**

This Agreement shall be governed by the law of England and Wales. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

## **18. DISPUTE RESOLUTION**

The British Marine Federation and the Royal Yachting Association recommend that disputes arising under this form of Agreement, which cannot be resolved by negotiation - should, with the written agreement of the Parties - be submitted to mediation, or failing that to arbitration under the British Marine Federation's Dispute Resolution Scheme that is approved by the Royal Yachting Association. Details of the mediation scheme operated by the British Marine Federation are available at [www.britishmarine.co.uk/mediation](http://www.britishmarine.co.uk/mediation). Matters suitable for arbitration shall be submitted to a single Arbitrator in accordance with the British Marine Federation's Dispute Resolution Scheme. The provisions of the Arbitration Act 1996 shall apply.

## **20.THIRD PARTIES**

Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of third Parties) Act 1999 shall not apply to this Agreement.