

TERMS AND CONDITIONS OF BOOKING

These Booking Terms and Conditions form the basis of your contract with us so please read them carefully. The Customer's attention is in particular drawn to the provisions of clause 12.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions the following definitions apply:

"Boat Acceptance and Inventory Form"	means the form setting out the condition of the Boat and its inventory provided by the Owner to the Customer at the commencement of the Hire Period.
"Boat"	means the narrowboat specified in the Booking Confirmation and agreed to be hired to the Customer by the Owner for the duration of the Hire Period.
"Booking Confirmation"	means the acceptance and confirmation of the Booking Request issued by the Owner to the Customer.
"Booking Party"	means the individuals identified by the Customer on the Booking Request who will be boarding the Boat.
"Booking Request"	means a request to make a Booking in the form of a completed booking request by email, through the website or otherwise or by telephone booking.
"Booking"	the Customer's hire of the Boat subject to the Contract.
"Cancellation Charges"	means the Charges payable by the Customer should it cancel a Booking and as set out in clause 5.
"Charges"	the total charges payable by the Customer in respect of the hire of the Boat as confirmed in the Booking Confirmation (and including any Cancellation Charges that may apply).
"Conditions"	means these Conditions of Booking.
"Contract"	means the contract between the Owner and the Customer for the hire of the Boat, incorporating these Conditions.
"Customer"	means the person(s), firm or company named on the Booking Request who hires the Boat from the Owner.
"Deposit"	means the non-refundable deposit of: <ul style="list-style-type: none">• £100.00• 100% of the Charges if the Hire Period is due to commence within 21 days of the date of the Booking Request;
"End Location"	the place where the Boat is to be returned to the Owner as confirmed in the Booking Confirmation.
"Hire Period"	means the duration of the Customer's hire of the Boat as confirmed in the Booking Confirmation.
"Owner"	means Sylvia Greenwood

"Security Deposit" means the sum of £100.00 to be paid by the Customer to the Owner as a security deposit.

"Start Location" means the place where the Boat is to be made available to the Customer as specified in the Booking Confirmation.

1.2 **Construction.** In these Conditions, a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF THE CONTRACT

2.1 The Contract shall be governed by these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).

2.2 Any information, boat specifications, accommodation details, photographs, descriptive matter or advertising issued by the Owner, and any descriptions or illustrations contained in the catalogues or brochures or on the website of the Owner, are issued or published for the sole purpose of giving an approximate idea of the Boat. The Customer must accept minor differences between text/photograph/illustrations in the brochures or on the website of the Owner may arise. For the avoidance of doubt, any information, photographs, descriptive matter or advertising issued by the Owner shall not form part of these Conditions or have any contractual force. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Owner which is not set out in these Conditions.

2.3 Some amenities and facilities may vary and alter, and confirmation should be requested prior to making a Booking Request. The Owner does not accept responsibility should the Boat not conform to the Customer's standard. If a facility is important to the Customer, this should be confirmed with the Owner at the time of the Booking Request.

3. BOOKINGS

3.1 Any quotation is issued by the Owner on the basis that no Contract will come into existence until the Owner despatches a Booking Confirmation to the Customer.

3.2 The submission by a Customer of a Booking Request constitutes a formal offer by the Customer to hire the Boat for the Hire Period.

3.3 The Owner cannot accept a Booking Request from any person under the age of 21 years. Picture identification (such as a passport or driving licence) with the name and address of the Customer must be shown before the Hire Period commences.

3.4 The Booking Request shall only be deemed to be accepted when:

- (a) the Deposit has been paid by the Customer to the Owner; and
 - (b) the Owner issues the Customer with a Booking Confirmation; or
 - (c) (if earlier) the Owner makes the Boat available to the Customer,
- at which point the Contract shall come into existence.

3.5 On receipt of the Booking Confirmation, the Customer must inform the Owner if anything appears to be incorrect. A Customer requiring a booking to be altered once a Booking Confirmation has been dispatched will be charged £20.00 if a revised confirmation is required. The Owner cannot accept liability if they are not notified of any inaccuracies within 10 days of dispatching the Booking Confirmation to the Customer.

4. CHARGES

- 4.1 The Deposit is payable at the time of making the Booking Request. If the Booking is not accepted, then it shall be refunded by the Owner within 7 days of receipt.
- 4.2 The balance of the Charges, if any, and the Security Deposit must be paid by the Customer to the Owner no later than 21 days prior to the first day of the Hire Period.
- 4.3 Subject to clause 1.1 and 4.4, payment of the Charges can be made by cheque, BACS or PayPal.
- 4.4 If payment is being made by cheque, cheques should be made out to Canal Boat Hire and sent to 65 Bangor Avenue, Blackpool, FY2 0HX. Payments made by cheque must be received [21] days prior to the first day of the Hire Period and the Owner cannot accept cheques received within [21] days of the Hire Period. Any charges raised against the Owner by its bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Customer to the Owner within 7 days of the Owner's request to do so.
- 4.5 The Owner reserves the right to re-let any Boat where any monies due are more than 14 days in arrears whereupon any monies paid by the Customer over the non-refundable Deposit and any Cancellation Charge will be refunded. However, if the Owner is unable to re-let the Boat, the Customer will remain liable for the outstanding balance of the cost of the hire of the Boat, and if applicable the Deposit.
- 4.6 Any refunds payable under the Contract shall be made as follows:
- (a) BACS payments will be refunded to the same accountless any non-refundable deposit and any other non-refundable amounts;
 - (b) cheque refunds will be made to the person named on the Booking Confirmation.
- 4.7 Within 7 days of the end of the Hire Period, and subject to clause 6.10, the Owner will refund the Security Deposit to the Customer, less any deductions to be applied under the Contract.

5. CANCELLATIONS

- 5.1 The Customer may cancel its booking at any time by sending written notice by registered post or recorded delivery to the Owner at 65 Bangor Avenue, Blackpool, FY2 0HX or by e-mail to sylvia.greenwood@hotmail.com ("**Cancellation Notice**").
- 5.2 The following Cancellation Charges will apply depending on when the Cancellation Notice is received by the Owner:

Cancellation Notice received prior to Hire Period	Cancellation Charge
28 days	£100.00
14 days	50%
7 days	100%

- 5.3 It is extremely rare that the Owner will have to make any changes to the Customer's Booking. However, occasionally the Owner may have to make alterations or cancel Bookings. The Owner reserves the right to do so at any time.
- 5.4 In the event that a Booking is altered or cancelled, the Owner will advise the Customer as soon as reasonably

practicable. If it is necessary to cancel the Booking, the Customer has the following options:

- (a) to allow the Owner to find suitable alternative boat on behalf of the Customer; or
- (b) cancel the booking and accept a full refund of all monies paid to the Owner.

5.5 The Owner is not liable for any consequential loss or incidental expenditure resulting from the cancellation of the Booking.

6. HIRE PERIOD

- 6.1 The Owner will use reasonable endeavours to ensure that the Boat is made available at the Start Location at the time shown on the Booking Confirmation on the first day of the Hire Period and the Customer shall ensure that it is available to take possession of the Boat at such time.
- 6.2 If the Customer is unable to take possession of the Boat at such time it shall forthwith notify the Owner by telephone and the Owner will endeavour to arrange an alternative time provided that the Owner shall not be obliged to make the Boat available to a Customer after 4.30pm on any day.
- 6.3 In the event that the Boat is not available on the start date due to any circumstance outside the reasonable control of the Owner (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return), the Owner may substitute a boat providing similar accommodation but if no such boat is available the Owner shall refund the Customer all monies paid to the Owner as soon as reasonably practicable. The Owner shall notify the Customer of any such circumstances as soon as reasonably practicable.
- 6.4 The Owner reserves the right to change the Start Location and End Location for operational reasons or for reasons beyond the reasonable control of Owner and shall notify the Customer of such changes as soon as reasonably practicable.
- 6.5 The Customer shall be responsible for checking the condition of the Boat and the inventory immediately after taking possession of it and shall sign a Boat Acceptance and Inventory Form before leaving the Start Location. In the event that the Customer fails to sign the Boat Acceptance and Inventory Form before departure then the Customer shall be deemed to have agreed that it is correct in all respects.
- 6.6 On delivery of the Boat, the Owner shall provide to the Customer instructions, demonstrations and other guidance as it considers reasonably necessary to enable the Customer to drive and otherwise operate the Boat.
- 6.7 In the event that the Owner considers that the Customer or any member of the Booking Party is an unsuitable hirer the Owner reserves the right to forthwith cancel the Contract and the Owner's sole obligation and the Customer's only remedy in such circumstances will be for the refund of the Charges (less any Cancellation Charge). Examples where this clause 6.7 may apply include, but are not limited to:
- (a) the Owner deeming that the Customer or such member of their party has failed to demonstrate a reasonable standard of competence following instruction in boat handling;
 - (b) suspected influence of alcohol or drugs;
 - (c) being or appearing to be under the age of 21; or
 - (d) suspected intention to use the Boat for commercial purposes.
- 6.8 The Customer shall take all reasonable care of the Boat and shall return it, together with its equipment and contents, to the Owner at the End Location no later than the time specified in the Booking Confirmation in a clean

and tidy condition and in the same condition as set out in the Boat Acceptance and Inventory Form.

6.9 In the event that:

- (a) the Customer fails to return the Boat at the said specified time the Owner shall have the right to levy a late payment Charge of £20 per hour, such Charge to be payable forthwith on demand or deducted from the Security Deposit;
- (b) the Boat is returned otherwise than in a clean and tidy condition or otherwise than in accordance with the Boat Acceptance and Inventory Form then the Owner shall be entitled to levy additional Charges equivalent to the costs incurred by it in reinstating the condition of the Boat;
- (c) any delay in returning the Boat or failure to return the Boat in a clean and tidy condition or otherwise in accordance with the Boat Acceptance and Inventory Form causes the Owner to incur further fees and expenses or any loss as a result of the Boat being unavailable for the next hirer the Owner shall be entitled to levy additional Charges of an equivalent amount to such further fees and expenses or loss.

6.10 The Owner may set off any Charges payable under the Contract (including, but not limited to any Charges payable under clause 6.9) against the Security Deposit.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer must be a minimum of 21 years of age.

7.2 The Customer agrees not to (and will procure that each member of the Booking Party will not):

- (a) permit a person under the age of 21 to drive the Boat unless closely supervised by a competent person over the age of 21;
- (b) exceed at any time the maximum capacity of the Boat
- (c) tow another boat or vessel or allow the Boat to be towed, save in the event of emergency;
- (d) travel during the hours of darkness;
- (e) break any speed limits or race or travel at a speed which creates a breaking wash or disturbs or inconveniences other waterway users;
- (f) without the Owner's prior written consent, take onto or use the following items on the Boat: inflammable liquids or substances, gas cylinders, barbecues, car batteries, firearms, or other dangerous or hazardous items, dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, electrical equipment or appliances;
- (g) permit any persons, other than members of the Booking Party, to travel on or occupy the Boat;
- (h) use the Boat for business purposes;
- (i) attempt to travel or navigate any locks and or tidal waters without the prior written consent of the Owner.

7.3 The Customer agrees to (and will procure that each member of the Booking Party will):

- (a) comply at all times with the reasonable instructions of the Owner relating to the use and operation of the Boat; and
- (b) comply in all respects with all applicable rules, regulations and legislation relating to the use of waterways, including, without limitation, all byelaws, navigational limits, or instructions and advice of British Waterways and other navigational authorities.

7.4 The Customer shall be fully responsible for the actions and behaviour of all members of their Booking Party and any other persons who board the Boat at any time.

7.5 The Customer agrees to indemnify the Owner against any damage to the Boat or other costs, damages, expenses, liability and claims howsoever arising from failure by the Customer to comply with the provisions of this Clause 7 to the extent that they are not covered by the Owner's policies of insurance.

8. INSURANCE

8.1 The Owner shall insure the Boat, its fixtures, fittings and equipment against loss or damage.

8.2 The Charges include damage cover representing the excess payable under the Boat insurance referred to at clause 8.1. not charged at booking

8.3 The insurance referred to at clause 8.1 above, shall not cover:

- (a) Please refer to the attached schedule for exclusion and the Customer will indemnify the Owner against any damage to the Boat or other costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect, default or wilful damage of the Customer, members of the Booking Party, any persons authorised by them, or their invitees to the extent that they are not covered by the Owner's insurance.

8.4 The insurance referred to in clause 8.1 shall not cover personal injury to the Customer or members of the Booking Party, any persons authorised by them or their invitees nor personal items, goods or effects of the Customer or such members, persons or invitees. The Customer is strongly advised to obtain personal holiday health and personal effects insurance cover in an appropriate sum.

9. ACCIDENTS

9.1 In the event of any accident or damage to the Boat, the Customer shall forthwith:

- (a) notify the Owner by telephone of the accident or damage and the circumstances thereof;
- (b) obtain and record the name and registration number of any other boat involved (if applicable); and
- (c) obtain and record the names and addresses of all other persons involved, including the hirer and the owner of any other boat involved (if applicable).

9.2 The Customer must not take responsibility for the accident or admit liability in respect thereof.

9.3 In the event that the Owner's insurance cover is invalidated by any failure on the part of the Customer to comply with the provisions of this clause then the Customer shall indemnify the Owner in respect of all claims, loss, damage or expenses incurred.

10. MAINTENANCE, REPAIRS AND BREAKDOWN

10.1 The Customer shall notify the Owner in the event of breakdown or mechanical problems with the Boat and shall provide full details and comply with the Owner's instructions in the event of any such breakdown or mechanical failure.

10.2 The Customer must not undertake or have undertaken any repairs to the Boat without the Owner's prior approval.

10.3 On receipt of notification pursuant to clause 10.1 the Owner shall use reasonable endeavours to repair, or if necessary, substitute the Boat as soon as is reasonably practicable.

10.4 Following any accident or mechanical breakdown, the Owner may, at its sole option:

- (a) repair the Boat or substitute the Boat with another boat of similar size and specification; or
- (b) terminate the Contract and reclaim possession of the Boat.

- 10.5 Subject to clause 10.7, in the event that the Owner cancels the Contract following an accident or breakdown the Owner's sole obligation to the Customer shall be to refund part of the Charges calculated on a half day pro rata basis having regard to the duration of the remainder of the Hire Period.
- 10.6 Subject to clause 10.7, in the event that the Owner elects to repair the Boat or to substitute the Boat following an accident or breakdown the Owner's sole obligation to the Customer shall be to refund part of the Charges to the Customer, such refund to be calculated having regard to the duration of the interruption to the Hire Period:
- for repairs or substitution taking not more than half a day, no refund shall be payable; and
 - for repairs and substitution taking more than one day, the refund shall be payable on a half day pro rata basis having regard to the duration of the repair or interruption.
- 10.7 In the event that the accident or breakdown has been directly or indirectly caused by the Customer's breach of any of the provisions of these Conditions, including, without limitation, any breach of clauses 7 and 9, the Owner shall not be obliged to repair or substitute the Boat or be liable to refund any sums to the Customer whatsoever.

11. EVENTS OUTSIDE THE REASONABLE CONTROL OF THE OWNER

The Owner shall be under no liability for any delay or failure to perform its obligations under the Contract in the event that it is prevented or delayed by any act or circumstances beyond the Owner's reasonable control including but not limited to act of god, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute.

12. LIMITATION OF LIABILITY

- 12.1 As a consumer, the Customer has legal rights in relation to any services not carried out with reasonable skill and care. Advice about such legal rights is available from the Citizens' Advice Bureau or Trading Standards. Nothing in these Conditions will affect these legal rights.
- 12.2 The following provisions set out the entire financial liability of the Owner (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement or tortious act or omission, including negligence arising under or in connection with the Contract.
- 12.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Nothing in these Conditions excludes or limits the liability of the Owner for:
- death or personal injury caused by the Owner's negligence; or
 - fraudulent misrepresentation.
- 12.5 Subject to clauses 12.3 and 12.4:
- the Owner's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the sum of £60,000 in aggregate or equivalent; and
 - the Owner shall not be liable to the Customer for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (as of costs) which arise out of or in connection with the Contract.

13. PERSONAL INFORMATION

- 13.1 The Owner will use any personal information provided by the Customer to:
- provide the hire of the Boat;
 - process payment of the Charges; and
 - inform you about similar products or services that it may provide, but the Customer and members of the Booking Party may stop receiving these at any time by contacting the Owner.
- 13.2 The Customer agrees that the Owner may pass its personal information to credit reference agencies and that they may keep a record of any search that they do.
- 13.3 The Owner will not give any personal data to any other third party save for the purposes of adhering to the law.

14. WAIVER AND SEVERANCE

- 14.1 Any indulgence granted by the Owner to the Customer and any failure by the Owner to insist upon strict performance of the Contract shall not be deemed a waiver of any of the Owner's rights or remedies nor be deemed a waiver of any subsequent default by the Customer.
- 14.2 The invalidity, illegality or unreasonableness in whole or in part of any clause herein or any part of the Contract shall not affect the validity of (as applicable) any remaining part of that clause or of the remainder of these Conditions or the Contract.

15. THIRD PARTIES

The Owner and the Customer do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16. GOVERNING LAW

The interpretation and application of the Contract shall be in accordance with English law. The Owner and the Customer hereby agree to submit to the non-exclusive jurisdiction of the English and Welsh Courts. However, if the Customer is a resident of Northern Ireland it may also bring proceedings in Northern Ireland, and if the Customer is a resident of Scotland, it may also bring proceedings in Scotland.