

# **DAYBOAT TERMS AND CONDITIONS**

## **DEFINITIONS**

In these conditions of hire "the Company" means Bath Narrowboats 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 boat" refers either to the day boat Kennet or Avon

- The boat must not pass through locks.
- No more than SIX people to be on-board Avon and TEN people aboard KENNET at any time.
- The Company will not let the boat to any person under the age of 25 years
- The Company will not let more than one boat to a single party.
- A £1000 security bond deposit required on the day and will be returned subject to conditions.

## **BOOKING**

The boat is booked when we receive your deposit of £50 In the event of a cancellation the booking fee is not refundable.

No show on the day will result in loss of all monies paid.

## **CANCELLATION**

If you wish to re-schedule or cancel your trip, please advise us as soon as possible. If we can re-let the day booked there will be no additional charge. If we are unable to re-let the date we reserve the right to charge you the full amount of the charter.

No refund will be give in the case of cancellation of any booking within 14 days of the hire period. However, the booking may be rescheduled at the Company's discretion, subject to availability.

Should the hire be cancelled by the Company for any reason, the Company will refund any payments made, but shall not otherwise be liable and the contract be discharged.

We reserve the right to alter prices without notice. Once a booking has been acknowledged the price charged will remain as quoted at the time of booking except for alterations in the rate of any applicable tax introduced either as a substitute or addition and major increases in fuel costs. Hire prices quoted include VAT at the applicable rate

In the event of a price rise caused by events beyond the company's control the hirer shall be informed in writing and the hirer shall pay any additional monies due.

Prices quoted are in £ sterling and payment shall only be accepted in that currency.

### **BALANCE OF HIRE FEE**

The balance is due for payment by cash, cheque or selected cards before the boat will be handed over to the hirer.

### **HIRE PERIOD**

Full day 9.30am to 5.00 pm

Half Day 9.30am to 1.00pm or 1.30pm to 5.00pm

Every effort will be made to have boats available for take-over by 9.30am or 1.30pm on the day of hire. If this is not possible due to circumstances beyond the company's control we reserve the right to alter or curtail the period of hire.

We reserve the right to refuse a booking without reason and recover hired boats from unsuitable hirers.

In the event of any repairs being necessary during the cruise the hirer must contact the company and under no circumstances should repairs be authorised without the company's prior written consent

### **INSTRUCTION**

During the first 30 minutes of the hire period the Hirer will receive instruction on boat operations and canal safety. The hiring party, as a group, will be expected to take part in our full training session. We reserve the right to refuse to hand over the boat to anyone who we consider is not suitable to take charge

### **RETURN OF THE BOAT**

The boat must be returned in a clean condition to the base (Sydney Wharf unless otherwise agreed) at the appointed time.

Late return will be charged at the company's additional hourly rate of £100 per hour (or part).

### **DELAYS**

The Company cannot be held responsible for delays and non fulfilment of hires caused by unforeseen defects, breakdown, obstruction, or repair to either the boat or the waterway system. We can make no financial adjustments in these circumstances.

## **ACCIDENTS**

The hirer is responsible for the boat and its safe navigation. In the event of an accident you must notify us at once with the name and address of any witness. IN NO CIRCUMSTANCES MUST ANYONE ADMIT LIABILITY

## **INJURY OR DAMAGE**

The Company is not liable for death or personal injury or loss and damage to your property including cars parked at the marina or that of any passengers unless caused by wilful negligence of the company.

## **INSURANCE**

The company insures the boat, its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects so hirers and crew are advised to take out their own personal insurance cover.

## **COMPANY RESERVATIONS**

The Company reserve the right to refuse hand over of the boat to any person for any reason.

## **OTHER INSTRUCTIONS**

- All people must stay within the profile of the boat.
- Take care when getting on and off the boat.
- Don't walk on the side or roof of the boat unless absolutely necessary.
- Pass other boats on the starboard (right hand side).
- Keep your speed right down whilst passing moored boats.
- Do not make a breaking wash.
- Take note of any mooring restrictions signposted if you wish to moor.
- Lock the boat if you moor and leave unattended.
- Make sure boat inventory is left as you found it.
- Put mooring pins and hammer back in locker (it's easy to leave them behind).
- Have respect for other canal users.
- Portable gas appliances are not allowed on the boat.
- Charcoal Barbecues must only be used away from the boat.
- Enjoy yourselves.