

DAY BOAT CONDITIONS OF HIRE.

When you request a booking you are making an offer to hire a boat on these conditions. You must be at least 21 years of age at the time of booking, and are responsible for making all members of your party aware of the terms of the agreement. Note that boats will not be hired to single sex groups without prior consultation.

Collection of the Boat: The Boat will normally be available at 10:00 on the day of hire from our Boathouse in Swans Nest Lane, Stratford-upon-Avon, CV37 7LS, or as otherwise stated in the booking confirmation.

Instruction: Before you take over the boat, we will give you suitable instruction, demonstrations, and information on safety, how to operate the vessel, rules of the river, and how to use the locks.

Navigation: You, the hirer, are in charge of the vessel and all those on board, and agree to comply at all times during the hire with the Rules of Navigation as explained to you by our staff and contained within the information provided onboard the boat.

Security Deposit: Before embarking, you will be asked to pay a security deposit of £100 in cash or by card, plus any balance of the hire charge.

Returning the Boat: The boat must be returned to the same location from which it was hired, and it is your responsibility to allow sufficient time to ensure timely return. If you return the boat late or to the wrong place through poor planning on your part or for another reason which is your responsibility, then you will be liable to pay £30 for every hour or part hour of the delay in returning the boat, and the cost of recovering the boat to the return point. Should the boat be returned in a dirty and/or an untidy state, a cleaning charge of £30 shall be levied.

Rights Reserved: We reserve the right to cancel the hire and refuse to hand the boat over to you if, in our reasonable opinion, you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person, persons, or property. In this event, provided that you have fully complied with your obligations under this agreement, we 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. We reserve the right to immediately cancel and refuse to hand the boat over to you if you or any member of your party is or appears to be under the influence of alcohol or drugs. In such a case we shall be entitled to retain the hire charge already paid. We reserve the right to immediately cancel and refuse to hand the boat over to any single sex party who have not disclosed the fact to us at the time of booking. In such a case we shall be entitled to retain the hire charge already paid.

Termination of Hire: We reserve the right to terminate the hire at any time and repossess the boat if we have reason to believe that you are carrying more than six people, or if the person in charge of the vessel appears to be under the influence of alcohol or drugs, if you are not navigating safely, if you are not behaving responsibly, or if you have contravened any of the bylaws of the Navigation, or the terms of this contract. All monies paid, including the security deposit, shall be forfeited and no further claim shall be entertained by the company.

Accidents & Responsibilities: You are in charge of the boat and are responsible for it, its equipment, and its safe navigation. In the event of any accident or damage involving you or any other people or any property you must inform us immediately, and obtain and record the name of any other boats and the names and addresses of any other people involved.

Breakdown: In the event of a breakdown, contact us immediately for assistance. You must not undertake or commission any repairs, adjustment or service without the Company's prior approval.

Loss: Although the boat and its equipment are insured against many risks by the company you remain responsible for any damage or loss arising from your breach of the agreement, your deliberate acts, or from your negligence. You will be responsible for the cost of rectifying damage to the boat, or repairs to or replacing any items on the inventory which are missing or damaged at the end of the hire.

Liability: The company insures the boat against loss and public liability, but it will not be responsible to any loss, or damage, or injury to the hire party or possessions, howsoever caused.

Prices & Payment: The Company's advertised prices are in pounds sterling and include Value Added Tax. The hire charge is payable to secure and confirm a booking. The balance of the hire charge, including Security Deposit is payable on the day of hire. The Company reserves the right to correct errors in advertised or quoted prices at the time of booking confirmation.

Cancellations or Changes to the Booking: If you want to cancel or change your booking you should advise the company by telephone. Changes in the date of your booking, or cancellations, more than seven days before the date of hire can be made free of charge. Changes in the date of your booking made seven days or less before the date of hire will be charged 25% of the hire for your booking. Cancellations made seven days or less before the date of hire will be charged 50% of the hire for your booking.

Cancellation by Us: In the event that the boat is not available, or navigation impossible on the day of hire due to circumstance outside our control (for example, adverse river conditions, navigational interruptions, damage, mechanical breakdown) we may cancel the agreement at any time and shall immediately refund you the hire charge and any other payments you have made.

Legal Matters: This Agreement shall be governed by the law of England and Wales. Any dispute arising under this Agreement shall be first submitted to mediation or failing that to arbitration under the British Marine Federation's Dispute Resolution Scheme, which is approved by the Royal Yachting Association.

Confirmation: By clicking the box when booking online, or signing this form, you confirm that you agree to be bound by these Conditions of Hire

I,.....[Insert Full Name] confirm that that I agree to be bound by these Boat Hire Conditions.

Signature:.....

Date:.....