



# Griffin Narrowboat Holidays

MAKE YOUR GETAWAY AT 4 MILES PER HOUR

## CONDITIONS OF HIRE – PLEASE READ CAREFULLY

**1. Definitions:** In these conditions and agreement: “The Company” means Griffin Narrowboat Holidays. “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 Conditions” means the conditions set out in this form. “The Price” means the price for the booking set out in the booking confirmation. “The start date” means the date the booking starts as set out in the booking confirmation. “The end date” means the date when the booking ends as set out in the booking confirmation. “The period of hire” means the period between the start date and the end date.

**2. Booking Agreement:** A booking is a legally binding contract. Submission of a completed booking form is an offer by the Hirer and the booking agreement is made only if and when the company gives a written boat hire confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding except where the booking deposit is authorised by the Hirer by credit card when acceptance by the Company shall create the booking agreement. The contract includes these conditions which the Hirer accepts having read and agreed them. The entire contract between the Company and the Hirer is contained in these Conditions and the booking form and no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is any such person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with the written permission signed by the Director or the General Manager of the Company. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Company and any remedy of the irer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation my not be excluded by law. In accepting a booking the company's responsibility does not extend beyond the provision of the boat and in particular there is no warranty that any particular route will be available for navigation during the period of hire. Where more than one boat is booked on the same booking form each boat shall be deemed to be the subject of a separate contract. Bookings for optional extras are taken subject ot availability on the start date.

**3. Group Bookings, Age Limits and Unsuitable Hirers:** The Hirer must be aged 25 years or over. Though there is no age limit for driving the boat, the Hirer warrants that whenever the boat is driven by a person aged under 18 years they will always be under the close supervision of a competent adult. Where a boat is occupied by a group comprising mainly young persons, the Hirer warrants that at all times a responsible person aged more than 25 years will be in charge of the group. The

Company may at its discretion cancel any booking made in contravention of this condition before or at the start date. In this event any money paid will be forfeit and any balance payment will remain due unless the Company is able to re-let. If the Company is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses. The company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who are in its opinion not suitable to take charge on the grounds of age, inexperience, suspected influence of alcohol or drugs or any reason that may adversely affect the safety of any person, or commercial interests of the Company. In this event (and provided that the Hirer is not in breach of other parts of the agreement) the Company will refund any monies paid and the contract shall be discharged without further liability on either party. The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.

**4. Cancellations and Changes:** This agreement including the payment terms is a legally binding contract and may not be cancelled or amended except as provided in the Conditions. Should the Hirer wish to cancel or amend the booking they must advise the Company immediately by telephone and at the same time send written confirmation by Recorded Delivery post. The company reserves the right to levy an administration charge of £35 for any alteration to a booking made by the Hirer after it has been issued a booking confirmation. In the event of a cancellation, the deposit will be forfeited and the hirer will pay the balance price on the due date. The Company may at its discretion waive the balance price if it is successful in re-letting the boat for the whole of the hire period. It is therefore strongly recommended that the Hirers protect themselves against cancellation liability by taking out holiday insurance. In the event of any claim being disallowed for any reason the Hirer remains liable for the full hire charges. In the event of the Company being able to re-let the Hirer remains responsible for the full hire price.

**5. Hire Period, Cancellation and Return of Boat:** The hire period is as shown in the booking confirmation. The Company will endeavour to have the boat ready for the Hirer at the time specified on the start date. The Hirer must notify the Company of any likely delay in arrival as soon as possible by email or telephone. Before the Hirer departs with the boat the Company will give the Hirer such instructions, demonstrations, and trials as it thinks fit and require the hirer to check and sign for the contents, inventory and Boat Acceptance. In the event that the boat is not available because of circumstances beyond the company's control the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. The boat shall be returned to the Company's hire base and be vacated in a clean and tidy condition no later than the time specified on the end date. Hirers are responsible for ensuring that their cruising schedule allows time for unforeseen contingencies so as to permit their return and vacation of the boat by the scheduled time. Breach of this condition will incur an additional charge of up to £75per hour or part thereof. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Company as a result of the boat not being available on time for the next Hirer. Where the Company has to recover a boat and return it to the base, the Hirer shall be liable for all the costs involved. Where operational circumstances make it necessary the Company reserves the right to require the boat to start from or return to a place other than its normal base of operation. In such circumstances the Company will when necessary provide transport to the original base. The Hirer is responsible for returning the

boat to its original base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay the Company, the cost of recovering the boat.

**6. Prices and Payment:** Prices are in pounds sterling. Hire cost includes navigation licences for waterways operated by the Canal and River Trust covering most UK canals but not UK river navigations where the hirer can purchase a visitor licence in advance or on arrival at additional cost. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due by the due date. Payment is not made until cash or cleared funds have been received by the Company. The booking deposit must be sent with the booking application and unless otherwise stated is 25% of the total price. The balance of the price is due not less than 8 weeks before the hire date. Time of payment shall be of the essence of the contract. For bookings made within 8 weeks of the hire start date payment in full must accompany the booking form. Without prejudice to any other rights of the Company it may charge interest (both before and after any judgement) at the rate of 3% over the company's bankers base lending rate on any monies due from the due payment date until the date of payment and interest shall accrue from day to day.

**7. Insurance:** The Company insures the boat and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects. Hirers and their crews are advised to take out their own personal insurance cover. The Hirer will indemnify the Company against all costs, damage, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

**8. Safety and Other Rules:** The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property.

Not to tow other craft or allow the boat to be towed except under professional assistance in the event of a break-down or emergency.

Not to cruise between sunset and sunrise. The boat is only equipped for cruising during daylight hours.

To observe all speed limits, not to race and not to cruise at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.

Not to take or have on the boat without the company's prior permission any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances, (other than razors) inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards.

Not to use the boat for business purposes.

Not to allow on the boat at any time more persons than the maximum number of berths and under no circumstances more than 12 persons.

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

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Not to take the boat to sea or on tidal waters.

Not to have a carry any live fishing bait on the boat.

At all times to observe all bylaws, navigational limits or instructions and advice of canal and river trust and other navigational authorities and the company and their respective offices and employees.

The company reserves the right at its discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

**9. Accidents:** The hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat or other craft all the water out the hirer must:

1. Obtain and record the name and registration number of the other boat and names and addresses of all parties involved including the other boat owners and other hires.

2. Notify the company by telephone immediately with full details of the accident including damage incurred.

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3. NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.

4. Not to carry out or have carried out repairs without the consent of the company.

5. Obtain and follow the company's instructions.

In the event of an accident the company may repossess the boat and the hiring contract shall then terminate without liability on the company. In the event that the company's insurance cover is prejudicial or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the company in respect of all liability claims loss damage or expenses incurred. The hirer is liable for and shall indemnify the company against any claim or charge made by any navigation authority for damage to waterway property or loss of water.

**10. Maintenance, Repairs, Damage and Breakdown:** The hirer shall take reasonable care of the boat its equipment and contents and shall return them at the end of the hire period in accordance with the company's instructions and in good clean and tidy order and condition. The hirer shall notify the company in the event of breakdown for damage theft or loss and shall provide full details and comply with the company's instructions. The hirer must not undertake or have undertaken any repairs adjustment or service without the company's prior approval. Any repairs or replacements by the hirer without the company's approval will not be accepted. The hirer shall be responsible for

getting the boat off mudbanks or other grounding and for removal of weeds rope and other matter from propellers. The hirer shall notify the company if any of these operations could not be carried out without risk of accident or damage. The high-rise shall have no claim on the company as a result of breakdown or failures of the boat at its equipment or for any delays caused by repairs to the boat. The Hi-Rez shall comply with the companies instructions otherwise the hirer shall be liable for any loss or damage incurred.

**11. Hirer's property:** Vehicles maybe left in the companies carparks at the owners risk. The company will be under no liability for any loss of or damage to vehicles or contents of the high-rise or other peoples property on the boat or elsewhere or howsoever caused except by the companies negligence or that of those for whom the company is responsible. Hirers are particularly advised not to leave any valuables or portable items in the car. The company should take action as may be necessary to silence car alarms in the companies carparks and to recover the costs from the hirer. The company may return home as property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not cleaned within two months from the end date will be disposed of by the company.

**12. Fuel, Gas, Water etc:** The boat is handed over ready field. The cost of the fuel is to the Hi-Rez account and will be charged upon return of the boat to the yard at the end of the holiday. As a result of an EU ruling the tax will be similar to normal road diesel and the price charged is likely to be 10p to 15p per litre below-average supermarket prices. The boats will typically use between 1.2 L and 1.7 L/h depending on driving style. In addition, the central heating systems are all fired which will use diesel during cold periods. Whilst water supply and moorings on the canals are normally free of charge any costs incurred are the responsibility of the hirer. Where pump outs are required to toilet tanks the cost is the responsibility of a higher rate of less carried out at the companies base.

**13. Pets:** Pets are allowed on the boat but must be put on the booking form. Hirers must provide their own pet baskets or blankets or pets must be properly housetrained okay just as appropriate must not be left unattended and must not be allowed on bedding or chairs. Pets are not covered under the companies insurance policy and the highroad shall be liable for the cost of any damage or extra cleaning required. A maximum of two pets are allowed per boat.

**14. Complaints:** The hirer shall check the boats its contents and equipment fully immediately after taking possession of the boat. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Company before the boat leaves the marina. The Hirer shall sign the Boat Acceptance form before departure and thereafter the Hirer is completely responsible for the boat, its equipment and its operation until it is handed back to the Company by telephone in order to give the Company the opportunity to take any necessary remedial action. The Company shall not be liable in respect of any matter which is notified after the end of the hire period , as the boat may have then been taken over by another hirer and may not be available for inspection.

**15. Exemption:** The Company shall not be liable for any matters arising from any cause beyond the company's reasonable control or not due to the company's negligence or willful default including (without limitation) death or personal injury of Hirer's their crew and passengers, loss or damageto property, nonfulfillment or interruption of the booking or delays, breakdowns, mechanical problems, defects damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather

conditions, rationing, shortage or non-availability of fuel in respect of any consequential loss, damage expense, injury or claim. Hirers are recommended to take put personal holiday insurance cover.

16. **Brochure:** The specification of the boat, the accommodation, facilities and equipment in the brochure is intended as a general guide but the Company shall be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale and may have steps which are not shown. If the hirers party includes any infirm persons, the Hirer should make relevant enquiries at the time of booking. The Company reserve the right to change boat specifications without prior notice.

17. **Disputes:** Any dispute differences or question which may at any time arise out of the booking contract may be referred at the Company's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Derby & District Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding by both parties.

18. **Jurisdiction:** The contract between the Company and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceedings against the Hirer from courts in any other country.

19. **Waiver** No indulgence, forbearance, or delay by the Company shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

20. **Third Parties:** No person who is not a party to the Agreement may enforce any term of this Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any agreement or document entered into pursuant to this Agreement.