



### **TERMS AND CONDITIONS for Day boat hire only\***

Please read these Booking Conditions carefully. The 'Company', 'we' or 'us' referred to henceforth is Sally Narrowboats. References to "you" or "your" are references to the person making the booking and all members of the holiday party. So that you understand the basis of the contract between you and the Company when you book we have laid out, as clearly as possible, the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights as a consumer.

#### **1. Your booking**

A day boat booking is only made once full payment has been received. No provisional bookings will be accepted unless with the written authorization of the Company Director. You and at least one other person, who shall be with the boat when underway at all times, must be 18 years or over.

Two persons 18 years or over must be present with a member of the Sally Narrowboats staff to go through the handover / tutorial process prior to leaving the marina/ wharf to start your cruise (see also clause 7).

Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you. On making your booking you enter into an exclusive contract with the Company which is subject to these booking conditions. A written or emailed booking confirmation will be issued to you shortly after you place your booking. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received the details must be checked carefully. If anything is not correct you should tell us immediately. If you book through an agent your confirmation and all other documents may be sent to them.

The company reserves the right to repossess the boat at any time without refund if, in the opinion of the company, the hirer is unsuitable or if the hirer or members of the party are not behaving responsibly, or if there is adequate reason to suspect the influence of alcohol or drugs, or if the boat or any persons are at risk.

A few examples of irresponsible behaviour are:

- Speeding, anti-social behaviour, acts of aggression, indecent or obscene language/behaviour, drink or drugs

#### **2. Paying for your day boat**

Payment is accepted in cash, via BACS, or by debit or credit card. Cheques, AMEX or Diners cards are not accepted. All prices quoted on our website or literature or otherwise advised to you include all booking fees, charges, and, where applicable, Value Added Tax (at 20%, or 5% for fuel element of

the hire). Should the VAT or Fuel Tax rates increase, or any government bodies introduce additional taxes or levies, which affect the price of your hire, we reserve the right to pass on any increases.

### **3. Cancellations or changes to your reservation by us**

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations. If this does happen, we will contact you as soon as reasonably practical, explain what has happened and inform you of the cancellation or the change. If we have to make a material change (and the change is not acceptable to you) or if we have to cancel your original booking we will, if possible and as soon as reasonably practical, arrange alternative accommodation of similar type and standard for the same or similar time of year (though we reserve the right to charge you any difference in price if the alternative is advertised at a higher price than the original accommodation). If the change or the alternative accommodation is not acceptable you must inform us within 48 hours of you being advised of the change or proposed alternative accommodation and a full refund will be made.

### **4. Alterations, Amendments and Cancellations**

If circumstances arise causing the hirer to request alteration, amendment or cancellation of the booking after issue of written confirmation, the company must be advised immediately by telephone or e-mail. The company reserves the right to levy an administration charge of **£25** for any alteration or amendment.

In the event of the hirer needing to cancel their booking, all deposits are non-refundable therefore the deposit will be forfeited. The company will also charge a fee depending on the date on which the cancellation notice is received.

- More than 56 days before the start date 40% of the hire price
- 43-56 days 50% of the hire price
- 29-42 days 60% of the hire price
- 15-28 days 70% of the hire price
- 1-14 days or less 100% of the hire price

### **5. Brochure & Website details**

The Company aims to ensure that the information provided is accurately conveyed in the brochure or website, or as otherwise advertised by us. There may be small differences between the actual accommodation and its description, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. The Company cannot accept any liability for any errors or omissions in publicity materials, including our website, if they are not notified to us before or at the time of booking. Your booking is accepted, exclusively, subject to the Booking Conditions prevailing on the date of your booking as advertised on our website.

### **6. Death, personal injury or loss of property**

We shall have no liability to you for the death or personal injury to you or any member of your party, unless this results from the act or omission of the Company. You must take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property except where the damage or loss is caused by our negligence.

## **7. Arrival, Use of Boat, and Return**

Boarding your boat is strictly no earlier than 9.30am on the arrival date. 'Arrival' is taken to mean the entire party due to join the boat that day whereby the handover and hirer training may commence.

In the event of mechanical failure the right is reserved to delay departure until a repair is effected.

In the event of navigational problems we reserve the right to delay your departure, although where possible we will use all reasonable endeavours to allow you to board your boat.

On arrival the Hirer must report to Reception. We are unable to allow any other party members to board the boat until the Hirer has arrived and reported to reception, completed the arrival sheet and paid over the Security Deposit. We will escort you to your boat to allow you to load your belongings.

When you have indicated your readiness, we will give you a demonstration and explain the controls of the boat and its equipment, complying fully with the requirements of the British Marine Federation Hire boat Handover Code.

You must notify us of any faults identified either before setting off, or after the boat leaves the boatyard as soon as possible, so that they can be rectified. Unless otherwise stated you must return the boat (with all gear and equipment) to the boatyard where it was hired in a clean and tidy condition by **5.00pm** during summer and **4.00pm** during the winter, or dusk, whichever is the earlier. Boating after dark is not permitted and insurance is invalidated. A **£30** charge will be deducted from your security deposit (see Condition 13) for every **30 minutes late** returning the boat to our boatyard or charged on return if you opted to pay the CDW (collision damage waiver). The **entire deposit will be deducted** if the boat is returned after **6.00pm (summer) / 5.00pm (winter)** – the remaining deposit, if applicable, shall be refunded on the next working weekday by BACS or card refund only. Deductions shall also be made if the boat and /or its inventory are returned untidy, damaged, or dirty, or if there are any third party complaints necessitating our compensating such parties. If there are any complaints against your party which need further investigation before any deposit is returned, we reserve the right to hold your deposit for a maximum period of one week after completion of the hire before any refund, whether in whole or in part, is made. You cannot allow more than 12 people to board the boat at any time during the period of hire. If you do so, we can refuse to hand over the accommodation to you, or can repossess it. Any of these circumstances will be treated by us as a cancellation by you and no refund shall be due.

## **8. Pets**

If you take a pet with you, it is not allowed on chairs or soft furnishings. Pets should not be left unattended in the accommodation, and dogs should be exercised on a lead on the towpath. Fur-covered carpets or soft furnishings or any other damage reasonably likely to be caused by the pet will become chargeable either on your return or once the boat has been inspected not more than 24 hours after return. The Company's decision shall be final in such circumstances

## **9. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable day afloat. If, however, you have any cause for complaint we are anxious that remedial action is taken as soon as possible. It is essential, therefore, that you contact us immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you

are aboard will usually enable shortcomings to be rectified straightaway. Complaints of a transient nature (for example, regarding preparation of the accommodation) cannot possibly be investigated unless registered whilst you are aboard. Our telephones are manned throughout the season during the opening hours advertised on our website. If after this you feel that the problem has not been resolved to your satisfaction you must, within seven days of returning from your day boat hire, put your complaint in writing to us. Send your letter by recorded delivery to us marked for the attention of our Company Director. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us help you by following this procedure as otherwise we cannot subsequently consider any complaints nor enter into any correspondence about them.

## **10. Law**

The contract between you and us is subject to English law and is formed in Lower Heyford, Oxfordshire, England.

## **11. Accidents & Collisions**

You are responsible for the boat's safe navigation and must take all reasonable care. No minor may control the boat without the direct supervision of an adult. In the event of collision or damage to the boat, caused by you and/or a third party, no responsibility can be accepted by us for loss of time or cost of alternative accommodation or any other damages or expenses. In the case of any collision or damage to the boat or any other craft or to waterway property you must for insurance reasons: (a) record the name and licence number of any other boat involved with names, addresses and phone numbers of its Owner/ Boat Operator and hirer (where applicable); (b) Immediately report these facts to the Company with full details and the extent of the damage; (c) report the facts to us at the earliest opportunity and write to us with full details immediately on return from your day boat hire quoting your booking reference number. No repairs may be put in hand without the Company's consent. On returning the boat at the end of your day boat hire you must inform the Company of any damage or of items broken, lost or stolen.

## **12. Damage to the Boat, Equipment or Third Party Property**

Although the boats are insured by us you are primarily responsible for any damage to the boat and its equipment, or any third party property. You owe a duty of care to return the boat to us in the condition in which it was hired out to you. Furthermore, the cost of repairs resulting from "cilling" of the boat and/or damage to the stern gear, especially if caused by a rope becoming entangled around the propeller, are not part of the CDW (see Clause 13 below) and chargeable to you (typically not less than £400 and as much as £1500). Damage to topsides paintwork, broken windows, broken fenders or ropes are chargeable

## **13. Security Deposit / Collision Damage Waiver**

You can pay the optional CDW (collision damage waiver) charge of £20 per boat which will cover the cost of all / any damage to your hired boat(s) (excluding the events found in clause 12) and third party boats. If you decline to pay the CDW then a security deposit of £250 is payable either in cash on arrival or by completing the security deposit form. Until the security deposit has been paid you will not be allowed to board the boat. The deposit will be securely held by us for the day and shall, subject to Clauses 7, 11, 12 above, be refunded to you at the end of your day boat hire if paid in cash.

#### **14. Fuel & Engine**

The hire fee includes fuel. The engine compartment and specifically the weed hatch therein are NOT to be accessed by the Hirer at any time, unless under our specific instruction. Should any mechanical problem develop you must stop the boat and contact our office immediately.

#### **15. Delays**

If a breakdown of any kind should occur, you must report it to us immediately so that repairs can be made to enable you to resume your cruise. Provided that we are informed, we will take steps to repair the boat and or its equipment as speedily as practicable in the circumstances. Apart from these obligations we shall not be liable in any respect for any loss or damage, whether financial or otherwise, suffered as a result of the breakdown. We shall not be responsible for the consequences of delays or restrictions on cruising arising from obstruction, repairs or damage to waterways, flooding, shortage of water, industrial action or other circumstances beyond our control. The right is reserved to restrict cruising if unusual or hazardous conditions prevail.

#### **16. Loss of water/ Damage to Waterway Property**

You are responsible for charges made by waterway authorities for the loss of water or damage to waterway property caused by you whilst in charge of a boat. You consent by making your Booking with us for the Company to pass your details to the relevant navigation authority in such circumstances.

#### **17. Navigation restrictions and bye-laws**

You must navigate in accordance with Navigation Authority bye-laws. Navigational limits are given in the brochure, and in the Hirers Manual provided with your booking confirmation. On no account may you: (a) tow or be towed by other boats unless with professional assistance. (b) cruise after dark (your boat is not insured for night navigation). (c) permit your boat to take part in any race. (d) navigate the boat, nor allow any other person to navigate the boat, whilst under the influence of alcohol or drugs. For clarity the legal limits as pertain to driving a motorized vehicle on the public highway also apply to the navigation of the boat.

#### **18. Hirers equipment**

You may not take on board without our prior written permission portable heaters, lighting equipment, petrol, candles, barbecues, gas cylinders, bicycles, canoes or anything that may cause danger to the boat, its equipment or occupants. Bicycles are not allowed onto the roof when the boat is underway on the South Oxford Canal. Damage so caused is chargeable to you.

#### **19. Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your day boat hire you must inform us before we confirm your booking and give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel the reservation. Should you fail to notify us of any person due onto the boat with a medical problem or disability at the time of booking, your day boat hire will be treated as a cancellation by you should any such persons arrive for boarding.

None of our boats have wheelchair or any kind of disabled access, albeit, we welcome wheelchair users and persons with disabilities on board, however, we have to make you aware that from a health and safety point of view hirers are responsible for all persons on board the boat(s), therefore

in the event of any kind of medical, accident or health, safety and welfare event, they are responsible for the extraction and safe disembarkation of all passengers off the boat.

**20. Car Parking**

Car parking is provided free for three cars. Due to limitation of space a charge of £6.00 is made for each additional car.

**\* For holiday hire terms and conditions, please see website.**