

# Terms and Conditions of Norbury Wharf Limited narrow boat hire.

*From hereon in Norbury Wharf Limited will be known as "the Company" and the customer known as "the Hirer".*

**1. Booking** – The booking is confirmed when the deposit or the full holiday value has been received by the Company. The balance of the hire fee is payable six weeks before the commencement of the holiday.

The booking deposit for a day boat is £50 and the balance is payable upon collection.

**2. Cancellation** – Holiday cancellation must be notified to the Company by telephone and in writing. If the Hirer cancels the booked holiday at any time or for any reason they will incur a cancellation charge of 20% of the value of the booking.

**Late Cancellation charges:** If the cancellation is notified to the Company any later than six weeks before the commencement of the hire period the Hirer will be liable for the full value of the booking.

The Company will endeavour to re-let all or part of the cancelled booking and will reduce the amount of any late cancellation charges by the amount of the re-lettings. If the Company is unsuccessful then the Hirer will remain liable for the full value of the holiday.

**Holiday Cancellation Protection Scheme** is available.

**Day Boat Hire deposit** is non refundable and is not covered by the Holiday Cancellation Protection Scheme. The Company will consider transferring Day Boat Bookings (subject to availability). Requests must be received by the Management; in writing, 48 hours prior to the day of hire and attract a £15 administration fee.

**3. Reduced Cruising Terms** – Canal and River Trust may impose stoppages at any time for maintenance purposes which are beyond the control of the Company. This could restrict the extent of your proposed cruise but does not constitute grounds for cancellation of your holiday or refunds of any kind.

**4. Hirers** – The Company will not hire a boat to anyone under the age of 18. No person under 18 may control a boat unless under the direct supervision of a responsible adult. No boat may carry more persons than the licence permits. Please telephone the Company before you book if there are any infirm or disabled persons in your group. The Company will help where possible but practical considerations of the suitability of the boats and the waterways are beyond the Company's control.

**5. Company Reservation** – The Company reserves the right to refuse to hand over a boat to any person who in the Company's opinion is not suitable to take charge of the boat. In this event the hire charge will be refunded in full and the Hirer will have no further claim upon the Company. If, owing to circumstances beyond the Company's control, we are unable to provide the boat booked, or a suitable alternative, the Company will refund the full price of the holiday and the Hirer shall have any further claim against the Company.

**6. Hire Period** – Boats may be collected from 3 p.m. on the start day and tuition will be given by a member of staff. Boats must be returned to the base in a clean condition by 9.00 a.m. and vacated by 10.00 a.m. prompt. It is the Hirer's responsibility to ensure that sufficient time is allowed to return to the base on time. It is a condition of hire that boats are returned to the boatyard at Norbury Junction. Failure to do so will result in the loss of the Hirer's full deposit.

**Day boat collection** is 9.00 a.m. and the boat is to be returned by 4.30p.m. on the same day.

**7. Fuels, Pump outs** – The boat is handed over with a full diesel tank, full gas bottles and with the toilet holding tank pumped out. This will normally suffice for a weeks cruising. Hirers are advised that additional fuels and pump-outs are necessary on longer cruises. Any additional fuels or pump-outs required during the period of hire are the Hirer's responsibility.

**8. Damage Waiver** The accidental Damage Waiver is non refundable and does not cover damage arising from speeding, contact with a lock cill causing damage to the rudder, skeg or stern gear, TV aerials, chimneys, malicious or intentional damage to the boat, or to other boats and/or property, loss or damage of boat inventory and equipment. The late return of a boat or the return of a boat in an unclean condition is not covered by the Damage Waiver. 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.

Same gender parties on *Pandora, Pearl, Pacific* and *Ember* are subject to a refundable £1,000.00 cash **Damage Deposit** only. The Damage Waiver is not available to 'same gender' parties.

**All dayboat bookings** are subject to an £80 returnable damage deposit (cash only) per boat.

**9. Repairs** – Repairs are the responsibility of the Company and should not be put into the hands of a third party without the managers authority.

**10. Delays** – The Company is not responsible or liable for damage or loss beyond our reasonable control including (without limitation), death or personal injury of hirers, their crew and passengers; loss or damage to property; non-fulfilment 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; loss or shortage of water or other weather conditions; rationing; shortage or non-availability of fuel; or in respect of any consequential loss, damage, expense, injury or claim.

**11. Navigation and Accidents** – The Hirer is responsible for the safe navigation of the boat and is expected to comply with the relevant navigation bylaws, including those relating to speed and cruising after dark or in fog, which are forbidden. A boaters handbook is available from our office and issued at the start of each hire period. The towing of other boats or using tidal waters without consent is also forbidden. In the case of an accident you must notify the Company immediately with full details including names and addresses of any witnesses and the name of any other boat involved. In no circumstances should anyone admit liability. An accident form is included within the boat manual. If the Hirer is involved in an accident which subsequently is the subject of an insurance claim, the Hirer will be liable to forfeit the full

deposit.

**12. Car Parking**—Free car parking is provided for up to two vehicles (extra cars are charged at £15 per week or thereof), but the Company emphasises that they do not accept any liability for loss or damage to vehicles or their contents, one set of keys to each vehicle being left on the Company's premises must be left at reception. The Hirer is particularly advised not to leave any valuable or readily portable items in their vehicles. Vehicles that are collected prior to the agreed departure day will be subject to a £15 charge payable when the keys are collected. Property left on boats can only be returned after receipt of agreed postage and packing charges.

**Free Day boat car parking** is provided on the roadside of the Company's main building, no keys need to be left.

**13. Pets**— Well behaved pets are welcome although there is a fee for second and subsequent pets. The Hirer must provide their own pet baskets, blankets and all equipment. Pets must not be left unattended and are not allowed on bedding or furniture. In the case of damage being caused by the Hirer's pet they will be held responsible for the cost of repairing such damage.

**14. Equipment**— Use of the Hirer's own electrical equipment on board is entirely at their own risk. The Hirer will be held responsible for the cost of repairing any damage caused by such use.

**15. Brochure and website**— The Company tries to make the descriptions of the boats accurate but are not liable for minor inaccuracies that may exist. Any maps, plans or drawings are not to scale.

**16. Insurance** - The boats, their equipment and inventory are insured by the Company 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 strongly advised to take out their own personal insurance cover.

**17. Complaints**— The Company operate to a high standard and would like the Hirer to relay any problems not noticed upon collection of the vessel before departure from the yard, or arising during the holiday as soon as possible. This will allow the Company to correct them immediately. To enable the Company to deal with any complaints efficiently, the person who made the original booking is requested to send details in writing (by hand or Royal Mail, not e-mail) to our office within seven days from the end of the cruise. The Company shall not be held responsible or liable if you return the boat early due to the Hirer's personal circumstances, weather conditions or conditions of the waterways.

**17. Fuel Surcharge**— In the event of further increases in fuel tax, the Company reserves the right to impose a fuel surcharge to cover the increased costs even after a booking has been made.