

# TERMS AND CONDITIONS

Please read these terms and conditions carefully when you book a dayboat with us you are entering into a contract, which binds us in various ways.

You are strongly advised to ensure you have adequate personal travel insurance, which should also cover any of your potential liabilities in this agreement.

**1. Definitions.** "The Company" means Anglo Welsh Ltd trading as Anglo Welsh Waterway Holidays. "The Hirer" means the designated Skipper named on the Handover Certificate. Where there is more than one Hirer, they shall be individually responsible and liable under this agreement.

**2. Booking Agreement.** A booking is a legally binding contract. Submission of a booking form is an offer by the Hirer and an agreement to the Company's Terms and Conditions. The booking agreement is offered only if and when the Company issues a written boat hire confirmation. The entire contract between the Company and the hirer is contained in these conditions, the booking form and the boat handover certificate. 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 by writing, advertisement or conversation. No Agent 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. Where more than one boat is booked on the same booking form each boat shall be deemed to the subject of a separate contract.

**3. Group Bookings, Age Limits and Unsuitable Hirers.** The Hirer must be aged 18 years or older. The Hirer warrants that whenever the boat is driven by a person aged under 18, that they will at all times be under the close supervision of a competent person aged 18 years or older. The Hirer warrants that two able body people aged 18 years or older will be aboard the boat, taking responsibility of boat and crew at all times. The Hirer must provide on the booking form all details of all persons in their party. On arrival at the base, the boat handover certificate must be completed in full. The company reserves the right to cancel any booking made in contravention of either of the above conditions, on or before the start date and any monies paid to the company shall be forfeit. The company may, at its discretion, cancel any booking and refuse to handover the boats to any person or group who in the company's opinion is not suitable to take charge on the grounds of infirmity, ill health, disability, or who have failed to demonstrate a reasonable standard of competence following appropriate instruction in boat handling. In this event, the company will refund all monies paid for the boat hire and the contract shall be discharged without any further liability on either party. The company may, at its discretion, cancel any booking and refuse to handover the boat to any person or group who in the company's opinion is not suitable to take charge on the grounds of suspected influence of alcohol or drugs. In this event, the company will not refund any monies paid for the boat hire and the contract shall be discharged without any 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 above reasons, 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 full hire price and no refund will be given.

**4. Security Deposit.** You must pay a Deposit of One Hundred Pounds on arrival at the Base, before you can take the Dayboat out. You can pay by Cash or Card and the Deposit will be returned to you in full provided the boat is returned clean and on time, and no damage has been caused to the Dayboat or to any other boat during your cruise.

**5. Hire Period, Collection and Return of the Boat.** The hire period is as shown on the booking confirmation sheet. The company will make every effort to make the boat ready for the Hirer at 9am. The Hirer must notify the company of any likely delay in the Hirer's arrival as soon as possible by telephone. Before departure, the company will give the Hirer such instructions and trials as the company sees fit, and requires the Hirer to check and sign for contents, inventory and Boat Acceptance. In the event that the boat is unavailable 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 no later than 4pm/3pm during winter months. Hirers are responsible for ensuring their cruising schedule allows them ample time to return to the base by the stated time. Breach of this condition will incur a minimum additional charge of £50 per hour or part thereof. In addition, the Hirer will be liable for any extra costs incurred by the company as a result of the boat not being ready 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 costs incurred.

**6. Prices and Payment.** All prices stated are inclusive of V.A.T. and are subject to any changes in V.A.T. rate prior to the final payment being made.

**7. 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. Damage arising from speeding, contact with a lock sill causing damage to the rudder, skeg or stern gear, chimneys, malicious or intentional damage to the boat, or to other boats and or property, loss or damage of boat inventory and equipment is not covered. 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. Obeying the Rules of the Waterways.** The Hirer agrees to comply with the following rules at all times for the Health & Safety of the persons on the boat and other persons and the boat and its property:- The boat may not tow nor may it be allowed to be towed by another craft, except under professional assistance in the event of an emergency. The boat is only equipped to cruise during daylight hours. To observe all speed limits. Not to race or to cruise at a speed which causes a wash or, disturbs or inconveniences other waterway users. Not to take nor allow to be carried on the boat, any dinghies, canoes, inflatables, portable heaters, barbecues of any kind, bicycles, vehicles, lighting equipment, TV sets, any electrical appliances (save razors), inflammable liquids or substances, gas cylinders, car batteries, Fire arms or any other items which might cause dangers or hazards. Not to use the boat for business purposes. Not to allow more than ten persons on board. Not to have or to carry live fishing bait on the boat. At all times to observe all bye laws, navigational limits, or instructions and advice of Canal & River Trust or any other navigational authorities, the company and their respective officers and employees. The company reserves the right at its discretion, without liability, to restrict cruising areas or routes in 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 an accident the hirer must: - Get full details of all other persons involved as well as relevant boat names and registrations. The Hirer must inform the company immediately with full details.

UNDER NO CIRCUMSTANCES ADMIT OR ALLOW ANOTHER PERSON ABOARD THE BOAT TO ADMIT ANY LIABILITY TO ANY OTHER PERSON. Not have repairs carried out without the company's express permission. At all times obtain and follow the company's instructions. In the event that the company's insurance cover is prejudiced 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 liability claims, loss, damage or expenses incurred. The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope and other matter from propellers. The Hirer is responsible 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. Repairs and Breakdowns.** The Hirer shall notify the company in the event of breakdown, damage, theft or loss and shall provide full details and shall comply with all company instructions. The Hirer must not allow any repairs, adjustment or service without the company's prior approval. The Hirer shall have no claim on the company as a result of breakdown or the failures of the boat and its equipment, or for any delays caused by repairs to the boat.

**11. Car parking & Hirer's Personal Property.** Parking is provided by arrangement only. Parking is NOT available on the base at Trevor – customers need to park in the Public Car Park. The Hirer agrees to comply with the Company's instructions on car parking. THE COMPANY ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE TO VEHICLES OR THE CONTENTS THEREIN. The Hirer is particularly advised not to leave valuables or ready portable items in cars. The Hirer is strongly recommended to take out personal insurance cover.

**12. Pets.** You are normally allowed to bring your cat or dog with you, but you must tell us at the time of making your booking as this will affect the number of persons allowed on board. YOU MUST BRING YOUR PET BLANKET OR BASKET WITH YOU AS PETS ARE ONLY ALLOWED ON THE CLEAR UNDERSTANDING THAT UNDER NO CIRCUMSTANCES MAY THEY LIE ON THE CHAIRS. Your pet must not be left unattended on the boat. Pets are not covered under the company's insurance policy and the Hirer is liable for any costs incurred by extra cleaning and any delays incurred as a cause. Registered Assistance Dogs will be accepted free of charge although all conditions apply.

**13. Complaints.** The Hirer will check the boat and its equipment fully, immediately after taking possession of the boat. Any shortcomings must be brought to the company's attention BEFORE the boat leaves the base. The Hirer shall sign a 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 at the end of the hire. Any shortcomings subsequently discovered shall immediately be noticed to the company by telephone in order to give the company the opportunity to take necessary remedial action. The company shall not be liable in respect of any matter not so noticed immediately.

**14. 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 wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss or damage to property, nonfulfilment or interruption of the booking or breakdown delays, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non availability of routes, navigational works, storms, floods, droughts, ice, or in respect of any consequential loss, damage, injury, expense or claim.

**15. Brochure & Website.** The brochure and website is intended as a general guide and the company will not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. IF THE HIRER'S PARTY INCLUDES ANY INFIRM PERSONS, THE HIRER MUST MAKE RELEVANT ENQUIRIES AT TIME OF BOOKING.

## Cancellation and Changes

A contract exists once a payment has been made and a booking has been confirmed, and you are liable for the whole cost even if you are unable to take your boat.

In the event of a cancellation where any of the qualifying circumstances are met, all hire monies will be repaid. The decision of Anglo Welsh Ltd. is final. Any claim must be supported by documentary evidence.

Any claim must be made at the earliest opportunity by telephone and backed up in written form via Recorded Delivery Mail. Qualifying circumstances include:- Death, injury, illness, pregnancy complications or confinement immediately prior to holiday commencement (certified in all cases by a qualified registered Medical Practitioner in writing).

The above circumstances would also apply to a near relative (husband, wife, father, mother, parent-in-law, sister, brother, child) or a close business associate. Jury Witness service in a court of law. Fire, storm, flood, subsidence or malicious damage making the Hirer's home uninhabitable Police requiring the Hirer's presence following burglary at home or place of business. Cancelled orders in respect of U.K. Police and Military Personnel.