

## Calcutt Boats Hire Terms and Conditions

- 1. Terms and Times.** Terms are per week as detailed in our brochure. Charges are inclusive of VAT, subject to change if the VAT rate changes. Boat collection times are staggered between 1.30pm and 3.30pm, so please check your notification e-mail or text for specific arrival time. Late arrival on collections day may result in you not being able to complete instruction and your departure being delayed until the following day. You may moor above or below the Calcutt Lock Flight, but not at our wharf overnight, during your holiday. Return times are 8.00am to 9.00am. Boats should be returned in a clean and tidy condition or a charge may be made for the extra resources needed to service the boat or cope with a late return.
- 2. Confirmation of Booking.** A contract will be made once the confirmation e-mail accepting a booking is sent.
- 3. Payments.** On booking, an initial payment or "Booking Deposit" of £100 will be taken towards the cost of the holiday. The balance of the hire charges as shown on the booking confirmation must be received by us 30 days before collection of the boat.
- 4. Layout Plans.** Brochure layouts are for general guidance only. They are not to scale and sometimes differences do occur between boats in a class, or modifications to the accommodation during refitting may occur.
- 5. Cancellation.** If you have to cancel your holiday, notify us immediately by e-mail and by telephone. If we are notified more than 30 days before your holiday was due to start you will only forfeit your Booking Deposit. If we are notified 30 days or less before your holiday was due to start you will remain responsible for payment of the full balance of hire due, which should be paid before the last day of your intended cruise. *It is strongly recommended that you take out Cancellation Protection cover.*
- 6. Boat Instruction.** Free instruction will be given in the use of the boat before the start of your cruise and you will be asked to sign our boat Handover Certificate to indicate your satisfaction. After this you are held responsible for any damage or loss to the boat and its equipment.
- 7. Delays & Limitations.** No responsibility will be accepted for any loss or expenses occasioned by accidental damage or breakdown after our hand-over. We will render prompt advice or assistance 9.00am to 5.00pm for any problem (01926 813757). Outside these hours emergencies will be dealt with as expeditiously as possible - refer to the boat manual for details. We will not be responsible in any way for abnormal conditions which may affect cruising and reserve the right to restrict your cruising area if unusual or hazardous conditions prevail. You may not order repairs or replacements to the boat or its machinery without our consent. Under some circumstances this may be given.
- 8. Accidents.** After hand-over you have charge of the boat. Children may not take control of the boat without close supervision from an experienced adult. In case of an accident, damage to the boat, or to another craft or property, it is your responsibility to get as much information as possible, particularly details of another craft, and to report those details to us by telephone as soon as practically possible, and to hand us a written report with diagrams on your return.
- 9. Waterway Bylaws.** You must observe the relevant navigation authority's bylaws - in particular, do not cruise after sunset or before sunrise, do not exceed the canal speed limit of 4 mph, and when moored do not run the engine between 8.00am and 8.00pm. Drinking and boating could expose you to several criminal offences, including the offence of Drunk and Disorderly.
- 10. Restrictions.** You must not tow another boat. No equipment which could prejudice your safety or our boat may be taken on board. This includes weapons, heaters and any electrical device which could damage the boat's electrical circuits.
- 11. Company's Rights.** We reserve the right to refuse to hand over the boat to any person who, in our opinion, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full and all liability of the hirer and the operator shall thereupon cease. We reserve the right also to repossess boats from unsuitable hirers.
- 12. Boat Availability.** We accept your booking on the understanding that, should the boat not be available in any circumstances, and we cannot provide a suitable alternative, you will accept in full and final settlement the return of any booking payment you have made and you will make no claim upon us.
- 13. Force Majeure.** Calcutt Boats shall not be in breach of the booking agreement or otherwise liable for any failure to fulfil its obligations if such failure results from events, circumstances, or causes beyond its reasonable control.
- 14. Shortages & Shortcomings.** You must notify us of any shortages on your boat on your arrival day so that they can be corrected. No claim will be considered when not so notified.
- 15. Cars, Trailers, etc.** If you leave your car with us whilst you are away you must also leave a set of keys with Reception. In these circumstances the car is insured by us against loss or damage sustained from our negligence. For other losses and/or damage you should make sure that your own insurance policy covers you.

16. **Extra Charges.** You are normally allowed to bring your cat or dog with you on the strict understanding that under no circumstances may they lie on the bedding or seats. The first pet is free. Any further pets will elicit a charge of £30 each. You must bring your own pet blanket or basket. Your pet must not be left unattended in your boat or elsewhere. If extra cleaning of our boat is required after your holiday because of your pet, a charge may be made.

17. **Liability.** Except where otherwise specified in the *Conditions of Hire*, Calcutt Boats Ltd cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than in the case of the proven negligence of ourselves or our employees or agents. You are strongly recommended to take out Personal Holiday Insurance for your holiday.

### **Cancellation Protection Scheme**

As you will see from the Terms & Conditions of Hire (above), you as hirer are responsible for the full hire charge of your boat even if you are not able to take possession. This is only a fair and reasonable safeguard for us. Our Cancellation Insurance Scheme, for which the fee is 5% of the total hire charge, offers you the following important benefits:

If you are forced to cancel prior to your holiday because of illness, death, injury or maternity, or illness of any member of your party, witness call or Jury Service by you or your spouse, or because of your own redundancy (qualifying for payment under the Redundancy Payment Act 1965), or because of your own military service posting resulting in cancellation of your leave, or because of death, serious injury or illness of a close relative\*, or death of a business associate, partner or co-director, and you can provide supporting documentary evidence, and has arisen since you made the booking, then you will no longer be liable for the balance of hire monies due on your booking.

To qualify you must notify us in writing/by e-mail immediately the circumstances arise. Our acknowledgement in writing/by e-mail to you will be your evidence of our having received your notification. In the case of multiple or party bookings (i.e. where more than one boat is booked at the same time) cover extends to one boat only or to boats booked by close relatives\*.

This cover extends to provide you with a refund of your balance of hire if such qualifying circumstances arise before you leave home for your holiday and even where you have already paid your balance of hire in advance.

Also provided we receive written/e-mail notice from you more than 30 days before your holiday is due to start, and you are cancelling for one of the reasons given in the previous paragraph, your booking deposit will be returned to you in full.

If we receive written/e-mail notice from you 30 days or less before your holiday is due to start, and provided you are cancelling for one of the qualifying reasons, the deposit you have paid will be retained, but any balance paid will be refunded.

If you cancel for circumstances not covered in this scheme, and we receive notice from you in writing/by e-mail more than 30 days before your holiday is due to start, then you shall forfeit only your booking deposit. But if we receive notice to cancel from you 30 days or less before the date you are due to start your holiday, and your reason for cancelling is not one of the qualifying ones, you forfeit your booking deposit and you will remain responsible for the balance of hire. The decision of Calcutt Boats Limited on all claims will be final.

\* Close relative means: Husband, Wife, Father, Mother, Father-in-Law, Mother-in-Law, Brother, Sister, Child or Dependent of person in whose name the booking is made.

### **Damage Waiver Payment and Fuel Deposit**

You will be required to pay a non-refundable Damage Waiver Payment of £45 before the start of your holiday. The Damage Waiver Payment offers full cover in the event of loss or damage to your boat or its equipment except where any loss and/or damage is caused by a deliberate or irresponsible or negligent act or omission of you or any member of your party, or any failure by you to comply with the Conditions of Hire. In this case Calcutt Boats Ltd has the right to make a charge to cover the loss or damage. Please consider taking out your own Holiday Insurance.

You will also be asked to submit a Fuel Deposit of £100 with the Balance of Hire. On your return the amount of fuel used will be calculated and the difference returned to you. If, after an extended cruise, the value of the fuel used exceeds that of the Fuel Deposit held, you will be required to make up the additional cost.

You are responsible for any charges made by the waterway authorities if you cause loss of water or damage to their property. You must pay any such charges in full. They are not covered by your Damage Waiver Payment and are payable in addition to any other deductions from your deposit (regardless of how they are caused) even if the amount of your deposit is exceeded as a result.