

Heart of England Narrowboats

Booking Terms and Conditions Dec 2018

Please read these conditions carefully. They are part of the hire agreement and describe your rights as well as your responsibilities to the company. All prices quoted are inclusive of any applicable VAT due

Heart of England Narrowboats (HOEN) is a trading name of Sail and Trail Ltd of The Old Barn Main Street Newton Nottinghamshire NG13 8HN

For the purpose of these conditions the hirer refers to all parties over 18 years of age named on the hire agreement. If there is more than one of you, you shall each be individually responsible for complying with these terms and any conditions written on your booking forms.

1. Bookings: A boat is not reserved until the completed Booking Form, together with a deposit of 25% (to the nearest £) of the total hire fee, has been received by Heart of England Narrowboats (HOEN) and confirmed by email or in writing. We accept payment by debit card, Credit Card, Amex. Pay Pal or by BACS (account details supplied on request)

2. Balance of hire fee: The balance of the hire fee shall be paid not later than 8 weeks prior to the commencement of the hire period. Bookings made less than 8 weeks before travel should be accompanied by the full amount.

3. Cancellation: The agreement is a legally binding contract and can only be cancelled in accordance with these conditions. If you want to cancel your booking you must give the company written notice, the date this is received will be the effective date of cancellation. We suggest that you make sure your holiday insurance covers cancellations. The company will make the following charges for cancellation, depending on the date that the cancellation note is received. However, the company will take reasonable steps to re hire the boat, if this is achieved only the deposit proportion of loss to the company will be charged.

More than 60 days – Loss of the 25% deposit (including any parts not yet received)

40 – 59 days – 50% of the total hire cost

25 – 39 days – 70% of the total hire cost

8 – 24 days – 85% of the total hire cost

7 days or less – 100% of the total hire cost

4. Changes to bookings: Once your booking has been confirmed, changes to dates and/or boat may be made up to 6 weeks before the start of your holiday for a £50.00 administration fee.

5. Hirers: Bookings cannot be accepted from persons under 21 years of age. We reserve the right to refuse to hand over the boat to any person or group who in our opinion are not suitable to take charge. In this situation, all money paid will be refunded in full and the hirer shall have no further claim on the company. We may levy a deposit per person on single sex bookings.

6. Insurance: Heart of England Narrowboats insures the boat and its equipment, and the hirer's liability to other parties. The policy does not cover personal accident or the hirer's personal belongings and hirers are advised to make their own adequate personal insurance arrangements.

7. Hirer's property: We regret that we cannot accept any liability for loss or damage to hirer's property, baggage, motor cars etc., however caused. (Keys for cars parked in our yard must be left for safety reasons)

8. Repairs to hire craft: These are the responsibility of HOEN and shall not be arranged without our authority.

9. Booking period: Boats are booked from 2.30pm on the first day of your hire and must be returned by 9.00am on the final day of your hire (see point 11). You must notify the company as soon as possible if you know your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making your boat available to you. There will be no rebate if you fail to arrive at our base in office hours and we will not be responsible for any extra cost this may incur

10. Handover: After a verbal briefing and a suitably enough on boat training session, the hirer will be responsible for the safe operation of the boat and the security of its equipment. (we will offer as much on boat training as is deemed necessary). Please make sure you have read any information sent to you prior to your holiday start date.

11. Return of boats: Boats must be returned to the base they were collected from by 9.00 am on the final day of hire and vacated by 9.30am in a clean condition. It is your responsibility to allow enough time to ensure a timely return to our base. A surcharge of £50.00 per hour for late return of boats will be levied. Hirers are responsible for refuse disposal before vacating the boats. We reserve the right to make a reasonable charge if the boat is returned in a unreasonably dirty condition.

12. Hirer's responsibility: The hirer is in complete charge of the boat and is responsible for its safe navigation. The only maintenance to be carried out is checking engine oil, lubricating stern tube and clearing weed hatches. Children are not permitted to handle the boat

without adult supervision. The hirer shall always comply with the by-laws of the Canal and Rivers Trust or the appropriate Navigation Authority. The hirer is responsible for any claim made for loss of water or damage caused by improper use of lock paddles or apparatus and for any claim made for damage due to excessive speed or improper navigation. Boats may not cruise between the hours of sunset and sunrise without written prior consent of HOEN. The hirer shall not enter tidal waters or tow other vessels without the prior consent of HOEN. No boat shall navigate under flood conditions. The hirer shall not allow any more than the permitted number of persons on board as this will invalidate the insurance. Firearms, live bait, dinghies or canoes will not be allowed on board under any circumstances. Bicycles may be permitted on board in certain situations, but only with written permission of HOEN. In the event of an accident or incident the hirer must promptly notify HOEN with the full details together with names and addresses of witnesses. Do not admit liability under any circumstances. Take as many photographs of the incident as possible

13. Group Bookings and unsuitable hirers: Change of crews during the hire period is not permitted except with prior permission from the company. The company may at its discretion cancel the booking or refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of ill health, disability, inexperience, suspected influence of alcohol or drugs or for any other reason. In this event the company will refund all money paid and the contract will 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 any of the reasons given above or if the hirer is not behaving responsibly or if the boat or any person is being put at risk. In this event the hirer shall remain liable to pay the full hire price and no refund shall be due

14. Delays or restrictions: Heart of England Narrowboats cannot be held liable for any delays or nonfulfillment of bookings caused by breakdowns, unforeseen defects, obstructions, water shortage, repairs to damage to either our own boats or the waterways system. If unusual conditions arise we reserve the right to restrict the cruising area without notice. If we are unable to provide the boat booked or a suitable alternative, we will refund all money paid in full and the hirer shall have no further claim on the company.

15. Brochure: All descriptions, maps and diagrams are for information only; boats and layouts may differ slightly as we constantly update our fleet for your benefit.

16. Changes to Hire/collection base: The company reserves the right to change the places of handover and return for operational reasons, including change of boats if necessary. In such event except in the case of emergency the company shall be obliged to give you written notice of the change in enough time to allow any necessary re-planning of your itinerary and for you to organise any transport which is reasonably necessary for you and your party

17. Toilets: In the event of an engineer being called out because of negligent misuse of lavatory facilities a fixed charge of £100 (one hundred pounds) will be made by the company to you. Hires of two weeks or more will be informed of toilet pump out procedures

18. Call outs: You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear and for keeping the company informed of any incidents of this nature. In the event of an engineer being called out for any of these reasons by you, a fixed charge of £100 (one hundred pounds) may be made by the company to you.

19. Fuel & Gas: The boat will be handed over to you with a full tank of fuel and two bottles of gas. This is enough for a two week hire with normal usage. Any further requirements for fuel are at the hirers own expense

20. Pets: Pets are allowed and are very welcome on certain boats with the company's permission. You must give notice of any pets you wish to bring at the time of making the booking. The company's charges for pets are set out in the brochure. You must provide any pet baskets, food, drink, bowls, blankets or cages required. All pets must be properly house trained or caged as appropriate, must never be left unattended, and must not be allowed on bedding or upholstery. Pets and pet damage are not covered under the Company's insurance policy and you will be liable for any damage or loss caused by them or any additional cleaning

21. Inventory: Any shortcomings in inventory discovered during the hire period must be notified to the company as soon as practically possible so, as to afford the company the opportunity to rectify the matter. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the hire period.

22. Operating Manual/Guide: All our boats have on board a full operational manual/guide which is full of useful information and daily tasks, along with navigational and canal rules. Please make sure all members of your party read it. Incidents arising from non-compliance of items that are clear in this manual will become the responsibility of the hirer and not HOEN. A PDF download of manuals is available to read prior to your holiday

23 Complaints The hirer must check the boat, its contents and equipment on arrival at the boat yard and notify the company of any deficiencies or shortcomings prior to leaving the boat yard. The hirer will sign the handover and inventory form before the boat leaves and will be held responsible for any items which are subsequently found to be missing or broken. If any shortcomings are subsequently discovered please notify the company immediately so remedial action can be taken. The company shall not be liable in respect of any matter not notified to them prior to the end of the hire period, as the boat may have already been re hired and not available for inspection. Any letters should quote the companies booking reference

24 Disputes Any disputes that cannot be satisfied between the company and the hirer shall be referred to the British Marine Federations arbitration service. All parties shall be subject to the jurisdiction of the English Court system