

Armada Boat Hire Ltd

Terms & Conditions

Please read these conditions carefully. They are part of the agreement and contain legal obligations and liabilities of the Hirer.

1. Definitions

In these conditions and the agreement "the company" means Armada Boat Hire Ltd.

"**The Hirer**" means the person or persons names in the booking confirmation.

Where there is more than one Hirer they shall be individually responsible and liable under the agreement.

"**The conditions**" means the conditions set out in this form.

"**The price**" means the price for the booking set out in the booking confirmation.

"**The start date**" means the date when the booking starts as set out in the booking confirmation.

"**The end date**" means the date when the booking ends as set out in the booking confirmation.

2. Booking Agreement

A booking is a legal agreement. Submission of a completed booking form is an offer made by the Hirer to hire and the booking agreement is made only if and when the Company confirms the booking by written booking confirmation. Telephone bookings do not create a legal agreement and any offer by the Company to hold a reservation is not legally binding. The agreement includes these conditions which the client accepts having read and agreed them.

The entire contract between the Company and the Hirer is contained in these conditions and the booking term and no representations, terms warranty or condition expresses or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is and such person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with written permission of the Company signed by a director of the Company. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability at the Company and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law.

Extras, Bookings for optional extras are taken subject to availability on start date.

3. Group Bookings, Age Limits and unsuitable Hirers

The company's prior written consent is required for bookings by person under 21 years of age. A Hirer who wants to make such a booking must provided full details with booking form and be prepared to give further information.

The Company may at its discretion cancel any booking made in contravention of this condition before or at the start date. In this event any money paid will be forfeit and any balance payment will remain due unless the Company is able to re-let. If the Company is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses.

The Company may at its discretion cancel the booking and 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 age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event the Company will refund any monies paid and contract shall 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 the reasons given above 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 hire price and no refund shall be due.

We reserve the right to charge a returnable safety deposit of £????

4. Cancellations and Charges

The agreement (including payment terms) is a legally binding contract and may not be cancelled or amended except as provided in the Conditions.

A Hirer who wants to cancel or change a booking must notify the Company immediately by telephone and at the same time confirm in writing.

The Hirer is protected against cancellation liability by the Company's cancellation insurance. In the event of any claim being disallowed for whatever reason the Hirer remains liable for the full hire charges.

5. Hire period, Cancellation and Return of Boat

The hire period is as shown in the booking confirmation. The Hirer must notify the Company of any likely delay in arrival as soon as possible by telephone.

Before the Hirer takes the boat over the Company may give the Hirer such instructions, demonstrations and trials as it thinks fit and require the Hirer to check and sign the contents and hand over inventory.

In the event that the boat is not available because of circumstances beyond the Company's control (for example damage, mechanical breakdown, later return) the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged.

The boat must be returned to the base and vacated by the Hirer in good time at the finish time; the Hirer is responsible to allow enough time to ensure prompt return to base. In the event of delay the Hirer shall be liable to pay the sum of £20.00 per hour or part hour of the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay. This condition is strictly enforced in the interests of subsequent hirers of the boat because the Company may not have time to fit out and deliver the boat to subsequent hirers. The Hirer is responsible to return the boat to the base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay the Company the cost of recovering the boat.

The Company reserves the right without liability to hand the boat over at and/or to require the boat to be returned to a site other than the designated boat yard if operational circumstances make this necessary.

6. Prices and Payment

Prices are in pound sterling. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due on the due date. Payment is not made until cash or cleared funds have been received by the Company