

**TERMS AND CONDITIONS**

**Definitions**

“Agreement” means the hire agreement between you and the company which is evidenced by your booking request and the booking confirmation and is made on the basis of these conditions.

“The Company” means Armada Boat Hire Ltd, Falls Bridge Wharf, Cathiron Lane, Harborough Road, Harborough Magna, Rugby. CV23 0HA

“The Hirer” means the person named in the booking confirmation, and is responsible and liable under the agreement.

“The Conditions” means the conditions set out within this form.

“The Price” means the price for the booking as set out in the booking confirmation.

“The Booking Date” means the date of booking as set out in the booking confirmation.

**Booking Agreement**

When you request a booking you are making an offer to hire a boat on these conditions. The Hire Agreement itself only comes into existence when the company sends out the booking confirmation.

A provisional booking is not binding and you may cancel it at any time before the booking confirmation is sent out to you by the Company. Similarly, the Company may hire the boat to another party in place of you at any time before a booking confirmation has been sent to you.

The entire agreement between you and the Company is contained in these conditions, the booking request and the booking confirmation. Telephone Bookings cannot be accepted.

The Company’s prior written consent is required for bookings by person under 21 years old, a Hirer who wants to make such a booking must provide full details with the Booking Form and be prepared to give further information.

Nothing in these conditions affects your statutory rights.

**Prices and Payment**

The Company’s advertised prices are in pounds sterling.

The Company reserves the right to correct errors in advertised or quoted prices at the time of booking confirmation.

A boat is not booked until the completed Booking Form, together with a deposit of 25% (to the nearest £) of the total hire fee, has been received by Armada Boat Hire Ltd and confirmed either by email or writing.

The balance of the hire fee shall be paid no later than 8 weeks prior to commencement of the hire period. Bookings made less than 8 weeks before the start date must be paid in full at the time of the booking request.

**Booking Period**

Hector and Jack are booked from Friday/Monday approximately 2.00pm, returning the following Friday/Monday. Tia Dalma is booked from Saturday/Saturday approximately 12pm, returning the following Saturday. All boats must be returned by 9.00am on the final day of hire, and vacated by 9.30am and left in a clean condition. Hirers are responsible for refuse disposal before vacating the boat (bin available on site). We reserve the right to make a charge if the boat is returned late and/or in a very dirty and unacceptable condition of £40 per hour.

**Handover**

After a briefing and a show through the boat to explain where everything is and how it works, and if necessary tuition which entails an accompanied short run so the Hirer can familiarise themselves with the controls of the boat and how it handles. Once the Company is satisfied of the Hirers competence and the Hirer feels confident, the boat will be handed over to the Hirer, thereafter the Hirer becomes responsible for the safe operation of the boat and the security of its equipment. Please note that only experienced Hirers will be allowed to hire Tia Dalma again after any tuition to familiarise themselves with the boat to the satisfaction of the Company. If your level of experience to hire Tia Dalma has been exaggerated and you do not have the experience required to take her out on hire then your holiday and monies paid will be forfeited with no reimbursement. This is entirely at the discretion of the Company.

**Cancellations and Changes Requested by You**

If you want to cancel or change your booking you must inform the company as soon as possible. In the event of cancellation made by you, the deposit will be forfeited and the Hirer will pay the balance in full by the due date.

The Company may, at its discretion, waive the balance fee if the Company successfully re-lets the boat for the whole of the hire period minus any costs incurred.

Please ensure you have travel insurance in place in case of cancellation. We do not supply travel insurance.

If you want to change your booking date, inform the Company as soon as possible, additional charges (if applicable) will require payment when the change is made in addition to a £30.00 administration fee. If you want to change your booking date less than 8 weeks before your departure date then the same conditions as a cancellation will apply.

In the event of cancellation made by the Company, the Company has the right to cancel a booking if the outstanding balance is not paid by the date it is due.

We reserve the right to refuse to hand over the boat to any person who, in our opinion, is not suitable to take charge of a boat.

The boat shall not be navigated by someone who is, or appears to be, under the influence of alcohol or drugs and the Company may cancel your booking and refuse to hand the boat over to you. If the Company has cause to repossess the boat if you are, or appear to be, under the influence of alcohol or drugs, the Company shall be entitled to recover any loss, damage and expense from the monies already paid by you, if this is insufficient to cover its loss then the Company shall be entitled to bring a claim against you for the balance.

We reserve the right to decline hand over for safety reasons if it’s of reasonable opinion, you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property.

On your arrival to collect your boat on the day of departure, the Company will require a Pre-authorised deposit of £200 to be paid by the person who made the Booking and will also need to provide photo I.D (driving license/passport) or proof of signature (debit card), this is to cover any damage sustained to the boat or its fixtures and fittings arising from your negligence, neglect or default, including but not limited to damage arising from speeding, cill damage, rudder, stern gear, paintwork (above the gunnels), TV aerials, chimneys malicious or intentional damage, damage to other boats and their contents and to the waterway during your Hire Period (with the exception of general wear and tear).

If in the unlikely event of a claim, you will be notified at first instance, and the retail cost of repair/replacement will be debited from your Pre-authorisation, the transaction will show on your bank account as Armada Waterside Ltd.

Replacement of damaged items by yourself will NOT be accepted.

In addition, same sex partys of more than 2 may be required to pay an extra £500.00 deposit, payable by cash/Debit Card prior to the handover of the boat.

You are advised to make your own arrangements for personal accident insurance, insurance of personal belongings and insurance against cancellation by you of the Hire Agreement.

**Safety and Other Rules**

You agree to comply with the following rules at all times during your Hire Period.

* Not to navigate after sunset or before sunrise
* To observe speed limits, pass moored boats/working boatyards at tick over
* Not to race the boat
* Not to tow or be towed other than in exceptional circumstances
* When not underway, to moor the boat securely
* Not to bring onto the boat any portable heaters, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, gas barbeques, car batteries, fire arms, electrical appliances or any other items which might create dangers or hazards or overload electrical systems
* Dinghies, canoes or bicycles will not be allowed on board under any circumstances
* Not to use the boat for commercial purposes
* To allow the boat to be occupied only by the persons stated in the Booking Confirmation
* Not to allow, to be on the boat at anytime, more people than are approved for the boat as specified by the number of berths
* To give way to laden or unladen cargo boats, sailing craft, rowing boats, canoes and other human propelled craft
* Not to take the boat on to sea or tidal waters without the consent of the Company, to only cruise canals and rivers approved by the Company
* Not to have or carry live bait on the boat
* At all times comply with the bye-laws of the British Waterways Board and appropriate Navigational authorities and the Company
* The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions
* Children are not permitted to handle the boat without supervision

**Accidents**

You are in charge of the boat and are responsible for its safe navigation. In the event of an accident or damage involving you or any other people or any property including but not limited to the boat, other craft or the waterway you must:

* Obtain the name of any boat involved, its index number the names and addresses of people involved and any witnesses
* Notify the Company as soon as possible with full details of the accident and any damage sustained
* Proceed in accordance with and follow the instructions given to you by the Company
* Do not admit liability under any circumstances

If you do not obtain boat name, index number and names and addresses (if applicable) of the people on board, then you will be held solely responsible for any damage caused.

**Looking After The Boat**

You are responsible for and will keep the boat and its equipment and contents in a clean and tidy order during the Hire Period.

You must notify and provide full details as soon as practically possible, any breakdown, damage, theft or loss involving the boat to the Company

You must not undertake or commission any repairs, adjustment or service to the boat without the Companys prior approval.

Misuse of toilet facilities, in the event of an engineer being called out as a result of negligent misuse of the toilet i.e blocking it with face wipes, baby wipes, cotton buds, too much toilet paper etc, a fixed charge of £100 will be made by the Company to you

You are responsible for getting the boat off mud banks or other grounding, for removing weeds, ropes or other matter from propellers and steering gear and for keeping the Company informed of any incident of this nature. In the event of an engineer being called out for any of these reasons, then a fixed charge of £100 may be made by you to the Company.

**Hirers Property**

Vehicles may be left entirely at the owners own risk in the Companys car park, the car park is secured at night, and is covered by CCTV, there is no public access through the car park.

The Company will be under no liability for any loss or damage to vehicles or their contents or for your property on the boat unless caused by the Companys negligence.

The Company will not require your car keys during your Hire Period.

The Company will return property which is found left on the boat provided that it is claimed promptly and that you either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the end date may be disposed of by the Company.

**Fuel**

The boat will be handed over to you fully fuelled and is included in the price paid for your Hire Period. The Company operates a fair usage policy and reserves the right to charge the Hirer for excessive fuel usage. These are as follows:

* 1 Weeks Hire = 100 Litres
* Short Breaks = 60 Litres
* 1- 2 Weeks Hire = 200 Litres

Usage over the above amounts will be charged at the price per litre at the time of your Hire Period.

We provide coal, kindling and fire lighters for the stoves in the boats.

Wood (logs/greenwood or any other types of wood) or peat briquettes or any other materials are not permitted to be burnt in the stoves (with the exception of the kindling provided).

**Pets**

Pets are only allowed on Jack and Tia Dalma. No pets are allowed on Hector. A charge of £25 per pet is made at time of Booking. Hirers must provide their own pet blankets, baskets or crates. All pets must be properly house trained or caged as appropriate. Pets must never be left on the boat unattended. Pets are not allowed on any soft furnishings or bedding. The Hirer shall be liable for any additional cleaning, damage or loss caused by them.

**Inventory**

Any shortcomings in the 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 any items on the inventory which are missing or damaged at the end of the Hire Period.

Replacement of damaged items by the Hirer (i.e mugs, glasses, crockery, fenders, windlasses, mooring pins etc) will not be accepted.

**Limitations of Liability**

The Company shall not be liable for any matters arising from any cause beyond the Companys reasonable control or not due to the Companys negligence or wilful default (without limitation).

* Death or personal injury of Hirers, their crew and passengers
* Loss of or damage to any persons property
* Non-fulfilment, interruption or delay to the booking
* Breakdowns, mechanical problems, latent defects, damage to the boat
* Restrictions of cruising, obstructions, repairs, damage or closure of waterways
* Non availability of routes, navigational works
* Storms, floods, droughts, ice, shortage of water or other weather or climate conditions
* Rationing, shortage or non-availability of fuel
* Consequential loss, damage or expense which you incur including the cost of alternative transport, accommodation or other holiday provision

**On-line Brochure**

The specifications of the boats, accommodation, facilities and equipment as shown on the web-site are intended as a general guide. Layout plans are not to scale. Visit the 360 tour, to see the boats and their interiors prior to booking.

If the Hirers party includes any infirm persons, the Hirer should make relevant enquiries prior to booking to confirm the suitability of the boats for their needs.

**Complaints**

We hope you are fully satisfied with your holiday. In case you have any complaints, please put them in writing within 7 days after your Hire Period ended to:

 The Director

 Armada Boat Hire Ltd

 Falls Bridge Wharf

 Cathiron Lane

 Harborough Road

 Rugby

 CV23 0HA

Or e-mail bookings@armadaboathire.co.uk

Be sure to include which boat you hired and also the dates that you hired from us. We will do our utmost to resolve your complaint.

Any other forms of communication will not be accepted as a formal complaint.