

# The Purple Boat

## Narrowboat Canal Holiday Hire

### CONDITIONS OF HIRE – PLEASE READ CAREFULLY

1. **Definitions:** In these conditions and agreement: “The Owner” Sue Hampson (trading as The Purple Boat/Narrowboat Canal Holiday Hire). “The Hirer” means the person or persons named on the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under this 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 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. “The period of hire” means the period between the start date and the end date.

2. **Booking Agreement:** A booking is a legally binding contract. Submission of a completed booking form is an offer by the Hirer and the booking agreement is made only if and when the Owner gives a written boat hire confirmation. Telephone bookings do not create legal agreements and any offer by the Owner to hold a reservation is not legally binding except where the booking deposit has been paid by the Hirer when acceptance by the Owner shall create the booking agreement. The contract includes these conditions which the Hirer accepts having read and agreed them. The entire contract between the Owner and the Hirer is contained in these Conditions and the booking form and 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 writing, advertisement or conversation. No agent, servant or representative of the Owner 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 Owner. These conditions can only be varied with the written permission signed by the Owner. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Owner induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Owner and any remedy of the Hirer in respect of any such statement or representation is excluded save insofar as liability in respect of any particular statement or representation may not be excluded by law. In accepting a booking, the Owner’s responsibility does not extend beyond the provision of the boat and in particular there is no warranty that any particular route will be available for navigation during the period of hire. Bookings for optional extras are taken subject to availability on the start date.

**3. Group Bookings, Age Limits and Unsuitable Hirers:** The Hirer must be aged 21 years or over. The Hirer must be accompanied by at least one crew member, to a maximum of four people including the Hirer. The Boat may not be hired to a single crew, upon booking the Hirer must advise names of accompanying crew. Though there is no age limit for driving the boat, the Hirer warrants that whenever the boat is driven by a person aged under 18 years they will always be under the close and direct supervision of a competent adult. The boat may not be let for stag/hen parties, nor let for same sex-groups under 30 years of age. Where a boat is occupied by a group comprising mainly young persons, the Hirer warrants that at all times a responsible person aged more than 21 years will be in charge of the group. The Owner 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 Owner is able to re-let. If the Owner is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses. The Owner may at their 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, inexperience, suspected influence of alcohol or drugs or any reason that may adversely affect the safety of any person, or commercial interests of the Owner. In this event (and provided that the Hirer is not in breach of other parts of the agreement) the Owner will refund any monies paid and the contract shall be discharged without further liability on either party. The Owner may repossess the boat at any time if in the opinion of the Owner 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.

**4. Cancellations and Changes:** The agreement including the payment terms is a legally binding contract and may not be cancelled or amended except as provided in the Conditions. Should the Hirer wish to cancel or amend the booking they must advise the Owner immediately by telephone or e-mail and at the same time send written confirmation by Recorded Delivery post. The Owner reserves the right to levy an administration charge of £50 for any alteration to a booking made by the Hirer after it has been issued a booking confirmation. In the event of a cancellation the following scale of refunds will apply: within 8 weeks of departure, no refund will be issued; before 8 weeks of departure 50% refund. The Owner may at their discretion waive the payment price if they are successful in re-letting the boat for the whole of the hire period. It is therefore strongly recommended that the Hirers protect themselves against cancellation liability by taking out holiday insurance. In the event of any claim being disallowed for any reason the Hirer remains liable for the full hire

charges. In the event of the Owner being able to re-let the Hirer remains responsible for the full hire price.

**5. Hire Period, Collection and Return of Boat:** The hire period is as shown in the booking confirmation. The Owner will endeavour to have the boat ready for the Hirer at the time specified on the start date. The Hirer must notify the Owner of any likely delay in arrival as soon as possible by email, text, or telephone. Before the Hirer departs with the boat the Owner will give the Hirer such instructions, demonstrations, and trials as it thinks fit and may require the hirer to check and sign for the contents and inventory. In the event that the boat is not available because of circumstances beyond the Owner's control the Owner may substitute a boat of similar accommodation but if no such boat is available the Owner shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. The boat shall be returned to the Owner's handover location (Shardlow 48 hour visitor's mooring) and be vacated in a clean and tidy condition no later than the time specified on the end date. Hirers are responsible for ensuring that their cruising schedule allows time for unforeseen contingencies so as to permit their return and vacation of the boat by the scheduled time. Breach of this condition will incur an additional charge of up to £75 per hour or part thereof. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Owner as a result of the boat not being available on time for the next Hirer. Where the Owner has to recover the boat and return it to the base, the Hirer shall be liable for all the costs involved. Where operational circumstances make it necessary the Owner reserves the right to require the boat to start from or return to a place other than the original handover location. In such circumstances the Owner will where necessary provide transport to the original base. The Hirer is responsible for returning the boat to its original base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay the Owner, the cost of recovering the boat.

**6. Prices and Payment:** The Owner is not registered for VAT therefore VAT is not payable. Prices are in pounds sterling. Hire cost includes navigation licences for waterways operated by the Canal and River Trust covering most UK canals and river navigations. The Hirer shall reimburse the Owner 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 by the due date. Payment is not made until cash or cleared funds have been received by the Owner. The price of hire is due for payment upon booking. Time of payment shall be of the essence of the contract. In addition to the Hire Fee a damage deposit of £250 must be paid before departure. This will be returned to the Hirer on the return of the boat on time and undamaged. Proof of

identity in the form of a Passport, Driving Licence or some other photo ID is required with a Bank Statement or Utility bill dated within the last 3 months.

7. **Cruising area:** The Hirer shall restrict the cruising of the boat to within the East Midlands area - Trent & Mersey, Erewash, Coventry, Grand Union Canals and the Rivers Trent and Soar.

8. **Insurance:** The Owner insures the boat and its equipment and inventory against public liability risks. The Owner's insurance does not cover personal accidents or loss or damage to personal effects. Hirers and their crews are advised to take out their own personal insurance cover. Accidental damage excludes damage arising from speeding, contact with a lock cill causing damage to the rudder, keel or stern gear, TV Ariel, malicious or intentional damage to the boat. Also excluded is malicious or intentional damage to other boats and property and the late return of the boat and return of the boat in unclean condition. The Hirer will indemnify the Owner 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 Owner's policy.

9. **Safety and Other Rules:** The Hirer is forbidden from allowing any person who has not signed the Hire Agreement to board the vessel. It is the Hirer's responsibility to ensure that all safety equipment is worn correctly at all times by all persons aboard – in particular lifejackets. Guidance on the correct use of this equipment (which can be gained from the Owner) is the Hirer's responsibility. The Hirer also agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property:

Not to tow other craft or allow the boat to be towed except under professional assistance in the event of a break-down or emergency.

Not to cruise between sunset and sunrise. The boat is only equipped for cruising during daylight hours. These times are determined by The Canal and River Trust as between 8am and 8pm during daylight hours in summer.

To observe all speed limits, not to race and not to cruise at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.

Not to take or have on the boat without the Owner's prior permission any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances, inflammable liquids or substances, candles, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards.

Not to use the boat for business purposes.

Not to allow on the boat at any time more persons than the maximum number of berths and under no circumstances more than 6 persons or 450Kg.

To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

Not to take the boat to sea or on tidal waters.

Not to have or carry any live fishing bait on the boat.

At all times to observe all bylaws, navigational limits or instructions and advice of Canal and River Trust and other navigational authorities and the Owner and their respective offices and employees.

The Owner reserves the right at their discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

**10. Accidents:** The Hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat, other craft or the waterway, the hirer must:

- A. Obtain and record the name and registration number of the other boat and names and addresses of all parties involved including the other boat owners and other hirers.
- B. Notify the company by telephone immediately with full details of the accident including damage incurred.
- C. **NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.**
- D. Not to carry out or have carried out repairs without the consent of the Owner.
- E. Obtain and follow the Owner's instructions.

In the event of an accident the Owner may repossess the boat and the hiring contract shall then terminate without liability on the Owner. In the event that the Owner's insurance cover is prejudicial or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Owner in respect of all liability claims, loss damage or expenses incurred. The Hirer is liable for and shall indemnify the Owner against any claim or charge made by any navigation authority for damage to waterway property or loss of water.

**11. Maintenance, Repairs, Damage and Breakdown:** The Hirer shall take reasonable care of the boat, its equipment and contents and shall return them at the end of the hire period in accordance with the Owner's instructions and in good clean and tidy order and condition. If the boat is returned in a condition that the Owner considers unreasonably dirty then the Hirer is liable to an additional cleaning charge of £50. The Hirer shall notify the company in the event of breakdown, damage, theft or loss and shall provide full details and comply with the Owner's instructions. The

Hirer must not undertake or have undertaken any repairs adjustment or service without the Owner's prior approval. Any repairs or replacements by the Hirer without the Owner's approval will not be accepted. The Hirer shall be responsible for getting the boat off mudbanks or other grounding and for removal of weeds, rope and other matter from propellers. The Hirer shall notify the Owner if any of these operations could not be carried out without risk of accident or damage. The Hirer shall have no claim on the Owner as a result of breakdown or failures of the boat or its equipment or for any delays caused by repairs to the boat. The Hirer shall comply with the Owner's instructions otherwise the Hirer shall be liable for any loss or damage incurred.

**12. Hirer's property:** Vehicles maybe left in the Owner's carpark/yard at the owner's risk. The Owner will be under no liability for any loss of or damage to vehicles or contents of the Hirers, or other people's property on the boat or elsewhere, howsoever caused except by the Owner's negligence or that of those for whom the company is responsible. Hirers are particularly advised not to leave any valuables or portable items in the car. The Owner will take action as may be necessary to silence car alarms in the Owner's carpark/yard and to recover the costs from the Hirer. The Owner will return any property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date will be disposed of by the Owner.

**13. Fuel, Pump Out, Gas, Water etc:** The boat is handed over ready fuelled. A full tank of diesel is included in the hire cost and there is no requirement to return the boat with a full tank. Refuelling during the period of hire, however, is at the Hirer's cost. The boat will typically use between 1.2 L and 1.7 L/h depending on driving style. The Owner will show the Hirer how to measure the level of fuel in the tank for hires of longer than 7 days. The boat will be supplied with water but will need refilling depending on usage. Whilst water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility of the Hirer. The boat will be supplied with the toilet tank empty. Where pump-outs are required to toilet tanks during the holiday, the cost is a responsibility of the Hirer.

**14. Pets:** Pets are allowed on the boat but must be declared to the Owner upon booking. There is an additional pet charge of £45 per pet. Hirers must provide their own pet baskets or blankets. All pets must be properly house trained or caged as appropriate, must not be left unattended, and must not be allowed on bedding or chairs. Pets are not covered under the Owner's insurance policy and the Hirer shall be liable for the cost of any damage or extra cleaning required. A maximum of two pets are allowed per boat. The standard damage deposit of £250 will be refunded to the

Hirer after the holiday once the accommodation has been fully inspected and found to have incurred no damage. In addition these conditions apply to dogs:

- Dog breeds listed in the UK's Dangerous Dogs Act 1991 are not permitted to stay.
- No more than two small to medium-sized dogs may be aboard
- The Hirer will clear up after their dogs
- The Hirer will dispose of dog waste in the dog waste bins provided along the canal, not in the bins on board the boat
- dogs should never be able to cause damage to the accommodation for example by being left alone in the boat or unsupervised
- dogs must be under sufficient control to never pose a risk to people or wildlife
- dogs must stay off the bed
- dogs must stay off the seats
- dogs must stay off the kitchen work tops
- dogs must not be showered in the boat's shower
- The Hirer will provide dog towels
- If the Owner considers a dog to be causing a nuisance, harm or threat to anyone or anything, or to be likely to do so, it will ask the Hirer to remove the dog from our location (without refund or compensation)
- dogs must be micro-chipped (as required by law)
- dogs must have had current annual vaccination for distemper, canine hepatitis, leptospirosis and parvovirus
- The Hirer must be aware of the correct dog care when in a country side environment, such as checking for ticks and any canine illnesses that may naturally occur around the UK. The Owner bears no liability.

Dogs are not covered under the company's insurance policy and the hirer shall be liable for the cost of any damage or extra cleaning required.

**15. Complaints:** The Hirer shall check the boat, its contents and equipment fully, immediately after taking possession of the boat. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Owner immediately by telephone or text in order to give the Owner the opportunity to take any necessary remedial action. The Hirer shall sign the 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 Owner at the end of the hire period. The Owner shall not be liable in respect of any matter which is notified after the end of the hire period, as the boat may have then been taken over by another hirer and may not be available for inspection.

**16. Exemption:** The Owner shall not be liable for any matters arising from any cause beyond the Owner's reasonable control or not due to the Owner's negligence or wilful default including (without limitation) death or personal injury of Hirers, their crew and passengers, loss or damage to property, non-fulfilment or interruption of the

booking or delays, breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel in respect of any consequential loss, damage expense, injury or claim. Hirers are recommended to take out personal holiday insurance cover.

17. **Brochure and website:** The specification of the boat, the accommodation, facilities and equipment in the brochure and on the website is intended as a general guide. The Owner shall not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale and may have steps which are not shown. If the Hirer's party includes any infirm persons, the Hirer should make relevant enquiries at the time of booking. The Owner reserves the right to change boat specifications without prior notice.

18. **Disputes:** Any disputes, differences or questions which may at any time arise out of the booking contract may be referred at the Owner's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Derby & District Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding by both parties.

19. **Jurisdiction:** The contract between the Owner and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Owner at their option may bring any legal proceedings against the Hirer from courts in any other country.

20. **Waiver:** No indulgence, forbearance, or delay by the Owner shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

21. **Third Parties:** No person who is not a party to the Agreement may enforce any term of this Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any agreement or document entered into pursuant to this Agreement.

April 2022