

Terms and Conditions of Hire.

Please read these conditions carefully: -

Booking

The booking is a legally binding contract and is made between Dragonfly Narrowboat Hire (the Company) and you (the Hirer) and is made under the English Law. Any contract to hire a narrowboat only becomes effective once the Company receives a completed and signed Booking Form together with the appropriate deposit and a Booking Confirmation is issued.

Payments and Prices

Prices are in pounds 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.

Prices are inclusive of V.A.T. and are subject to any change in the V.A.T. rate. The Deposit must be sent with the Booking Form and is at least 25% of the total hire price plus Damage Waiver fee. The Hirer will then be responsible for paying the balance of the hire price at least 4 weeks before the boat hire start date. This balance due date will be notified on the invoice issued as part of the Booking Confirmation. If the balance is not received by the balance due date then any deposit will be forfeited and the holiday will be re-advertised to be re-sold.

For bookings made within 4 weeks before the hire start date payment in full must accompany the Booking Form.

Cancellation

Should the Hirer need to cancel the booking then the Company must be notified immediately by telephone and in writing. The Company will then make every effort to re-let your holiday at the full price. If this is successful then all monies will be refunded. However if the Company does not succeed in re-letting your holiday then the Hirer is legally responsible for promptly paying the whole hire price. We strongly advise Hirers to make their own holiday cancellation insurance arrangements.

Hire Period- Collection and Return of Boat

The hire period is as shown in the Booking Confirmation. The hire period commences following the handover of the boat to the Hirer. The Company will endeavour to have the boat ready for the Hirer by 3 pm on the start date for Saturday starts and 9.30 am for Wednesday starts. The boat shall be returned to Swanley Bridge Marina and be vacated in a clean and tidy condition not later than 9.30 am for Saturday end dates and 2.30 pm for Tuesday end dates unless agreed otherwise in writing. Late return will be charged at £40.00 per hour or part of.

Embarkment

British Waterways requires that boat instruction is given to at least 2 competent members of the crew. Before the Hirer departs with the boat, the Company will give the Hirer such instructions, demonstrations and trials as it thinks fit and require the Hirer to check and sign the Boat Acceptance Certificate to indicate that these instructions and demonstrations have been understood and that the boat contents, inventory and condition have been checked.

Age Limits

The Company will not accept bookings from persons under the age of 21. The Hirer warrants that whenever a person aged less than 21 years drives the boat they will always be under the direct supervision of a competent adult.

Navigation, Safety and Other Rules

The Hirer agrees to the following rules: -

- Observe all speed limits and travel at less than 4 mph.
- Slow down when passing moored boats.
- Only cruise between sunrise and sunset. The boat is only equipped for cruising during daylight hours.
- To only cruise on canals.
- Not to carry onboard any persons other than those named on the booking form.
- Not to tow other craft or allow the boat to be towed, except under professional assistance.
- Not to take or have on the boat any gas cylinders, inflammable liquids or substances, barbeques, electrical appliances, TV sets, portable heaters, dinghies, canoes, bicycles, firearms or any other items which might create dangers or hazards without the Company's prior written permission.
- No smoking inside the boat.
- Not to be drunk in charge of the boat.
- Not to have or carry any live fishing bait on the boat.
- To comply with British Waterways byelaws and procedures.
- To comply with all Company instructions as described in the boat manual regarding the use of the boat facilities, appliances and contents.

Company Policy

The Company reserve the right to refuse to handover the boat to any person or group who in its opinion is not suitable to take charge on the grounds of suspected influence of alcohol or drugs, infirmity, ill health, disability or who have failed to show a reasonable standard of competence in boat handling. In this event all monies will be refunded and the contract will be discharged without further liability on either party. The Company reserves the right to repossess the boat at any time if the boat is being used illegally, mishandled or if the behaviour of the crew is considered irresponsible. In this event no refund will be due or expenses met.

Exemptions and Delays

The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company'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 or in any consequential loss, damage expense, injury or claim. Hirers are strongly recommended to take out their own personal holiday insurance.

Insurance and Damage Waiver

The Company insures the boat and equipment against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects, Hirers are advised to make their own insurance arrangements. The Hirer will indemnify the Company 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 Company's policy; not covered by the Company's insurance policy are: -

1. Damage to the rudder, skeg or transmission due to contact with a lock sill.
2. Damage arising from negligence or malicious or intentional damage to the boat, its inventory, third party property, the canal and its structures.
3. Any claims arising from excessive speed (reported or witnessed).
4. Return of the boat late and/or in an unclean condition.
5. Flooding of the boat due to leaving open the bow doors and/or hatches in a lock.

The Hirer will pay a Damage Waiver Scheme fee in full at the same time as payment of the hire price.

The 5 points above are also exclusions of cover from the damage waiver scheme and in the event of any of the above being reported, we shall claim the full cost of repairs, replacement or compensation.

Accidents

In the event of any accident or damage to the boat, other craft or the waterway the Hirer must: -

- Contact the Company immediately with full details of the accident and damages.
- Record the registration number and name of any other boat and the names and addresses of all parties involved, including any witnesses.
- NOT in any circumstances admit or allow other persons on the boat to neither admit liability to any other person nor make any offer of settlement.

The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Navigation Authority for loss of water or damage to waterway property.

Breakdown and Repair

The Hirer is responsible for daily checks and basic maintenance of the boat and its equipment in accordance with the Company's instructions, and shall return the boat at the end of the holiday in a good, clean and tidy order and condition. The Hirer shall have no claim upon the company as a result of any failure or breakdown of the boat, its engine or equipment. The Hirer shall notify the Company immediately by telephone in the event of any breakdown or incident. The Hirer will then comply with the Company's instructions. The Hirer must not undertake or have undertaken any repairs without the Company's prior approval. Where a breakdown/damage is caused by the negligence of the Hirer, then the Company reserves the right to claim all costs and expenses involved from the Hirer in order to complete any repairs as required. The Hirer shall be responsible for re-floating the boat off mud banks and for removal of weeds, rope or other matter from the propeller. If these operations cannot be carried out in a safe manner then the Hirer shall follow Company instructions.

Fuel, Gas, Water and Pump Out etc.

At handover the boat will be fully fuelled and all diesel fuel consumed is included in the price. If refuelling becomes necessary it may only take place at premises of suppliers as instructed by the Company. If an exchange gas cylinder is required then the Company will reimburse the cost to the Hirer provided the replacement is of the same size and make. In all cases a VAT receipt must be obtained. At the start of the hire period toilet waste tanks will be empty, any extra pump outs will be a charge to the Hirer.

Car Parking and Hirer's Property

Free car parking space (at the owner's risk) is available within the marina. The Company will be under no liability for any loss of or damage to vehicles contents or property when left in the marina. Hirer's property left behind on the boat can be returned on receipt of a claim and payment to cover postage and packing (min £10). Property not claimed will be disposed off after 2 months.

Pets

Pets are allowed on the boat but must be included on the booking form. Additional charges for pets are shown on the booking form. Hirers must provide their own pet baskets and 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 Company's insurance and the Hirer shall be liable for the cost of any damage or extra cleaning.

Complaints

The Company's policy is to respond as soon as possible when notified of any complaint or problem, therefore the Hirer must immediately notify the Company by telephone in order to give the company the opportunity to take remedial action.