

## BOOKING CONDITIONS

**When you book your holiday with Farncombe Boat House you are entering into a contract which binds you and us in various ways. You'll see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other.**

- 1. Terms.** All terms are as stated, (day, weekend, midweek or weekly), for the boat as equipped and described. Prices include Value Added Tax (where applicable) and insurance premiums include Insurance Premium Tax at the appropriate rate and are subject to change should the rate or application of VAT or IPT change. Our Hire Invoice and Booking Acceptance is not a VAT invoice. Bookings from persons under the age of 18 cannot be accepted. The time of takeover (subject to unavoidable delays) is normally 2pm or as shown on your Hire Invoice. You must advise us by telephone if, due to unavoidable delays in your journey, your arrival time is likely to be outside normal working hours. Unless otherwise shown on your hire invoice your boat must be returned and handed back to Farncombe Boat House not later than 9am and vacated by 9.30am. You are always welcome to moor at the Boat House on the previous evening to ensure prompt arrival. **One Day Narrowboat Hire commences at 9.30am until 5.30pm or sunset if earlier.**
- 2. Booking Confirmation.** A binding Contract will come into existence if and when we issue a hire invoice and booking acceptance. The contract shall be deemed to have been made at our offices in Godalming and be subject to English law and the exclusive jurisdiction of the English Courts. In all cases these Conditions of Hire form the basis of your contract.
- 3. Booking Monies.** When you book, you must pay a Booking Deposit. This Initial Payment includes your subscription to our Cancellation Insurance. Your balance money and Security Deposit or Damage Waiver is due and payable by you 8-weeks before the start of your holiday. **(4 weeks for day narrow boats).** Your Hire Invoice gives you full details. For bookings made within 8-weeks of the holiday start-date you must pay the full monies at the time of booking.  
We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in foreign currency, by Eurocheque exceeding £700, or by any other method not normally accepted by us or if we have to represent a cheque or process late payments.  
The prices quoted are cash prices. Where you choose to pay by credit card we will make a charge of 1% on the total hire charge shown.
- 4. Cancellation by You.** Telephone Farncombe Boat House **immediately** if you have to cancel your holiday. Then on the same day send us by first class mail your hire invoice. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing. If you cancel, you are still liable for the payment of your balance-of-hire money. We will endeavour to re-let for you. If we are able to do so before you pay your balance-of-hire money, you will only lose your booking deposit and your cancellation premium. If we are able to relet after you have paid your balance-of-hire money we will refund the whole or part of that money (so that you only lose your booking deposit and cancellation premium) up to the maximum of the hire charges we receive on reletting. All or part of your liabilities as stated above may be covered by your Cancellation Insurance if your reason for cancellation is one of those covered. Full details are shown on the Insurance leaflet.
- 5. Security Deposit & Damage Waiver Payment.** Farncombe Boat House operates two security schemes. Details will be shown on your Hire Invoice. You must pay your waiver or deposit with your balance-of-hire ahead of your holiday. Any deposit refund will normally be made to you by a cheque payment or credit card refund.  
**Option 1:** Damage Waiver Payment Scheme: You make a one-off non-refundable Damage Waiver Payment of between £35 and £60. This gives you full cover in the event of loss of or damage to your boat or its equipment except where any loss and/or damage, in the opinion of Farncombe Boat House, is caused by the deliberate or negligent act or omission of you or any member of your party (including where the person concerned is under the influence of alcohol, drugs or any similar substance) or any failure by you to comply with these Conditions of Hire. In this case we reserve the right to make a charge to cover the loss or damage.  
**Option 2:** Security Deposit Scheme: You pay a refundable Security Deposit of between £125 and £175. This deposit will be returned to you when you have finished your holiday, providing you return the boat and its equipment on time, undamaged, clean and tidy; and without Third Party claim against you. Any damage, loss and/or breakages to your boat or its equipment will be deducted from your deposit up to the full amount of your deposit. If any damage, loss and/or breakages are caused in excess of the deposit, you will not be asked to pay any more, except where caused by the deliberate or negligent act or omission of you or any member of your party (including where the person concerned is under the influence of alcohol, drugs or any similar substance) or any failure to comply with these Conditions of Hire. In this case Farncombe Boat House is entitled to make an additional charge.  
**Day narrow boats must pay a security deposit. No waiver option is available**  
**Additional Deposits:** You may be asked for an additional deposit (of up to £25 per head) for certain parties or for very large and/or valuable boats. This is payable on your arrival at the boatyard. If additional cleaning of your boat is required on its return, an extra charge will be made.
- 6. Linen/Towels.** Towels are not supplied with the boat linen except for overseas visitors.
- 7. Accommodation.** Your boat may only be occupied by the number of persons stated on the booking form, if this condition is contravened, then your security deposit will be forfeited. Additional persons can be accommodated on certain boats at an extra charge. For full details see pricing page. There is no extra charge for children under 16. **There is an extra charge for all persons over 2 years on day narrow boats.** Any change of crew during a holiday must be authorised by Farncombe Boat House. **If you have infirm or disabled members in your party you should enquire as to the suitability of your boat when booking.**
- 8. Damage, Breakdown & Defects.** No responsibility will be accepted by Farncombe Boat House for loss of time or expenses occasioned through accidental damage to the boat while in your charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during your cruise, unless this is caused by proven reason of our failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves or our employees. Any defect or breakdown must be reported

immediately to Farncombe Boat House during your cruise so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as every boat is carefully checked before the start of each cruise.)

9. **Availability.** Your booking is accepted on the basis that your confirmed boat will be available for your use in accordance with these Conditions of Hire on the agreed start date. Unfortunately this is occasionally not possible. If your confirmed boat is not available as agreed this will almost always be due to events beyond our control (see condition 10). If your booking has to be cancelled we will offer you an alternative boat, if available. If we cannot do so or if you do not wish to accept the alternative boat we offer, we will offer a credit note for the full value of your original booking. Providing the cancellation is not due to events beyond our control, Farncombe Boat House will offer a full refund of all monies you have paid if none of these options is acceptable to you. Farncombe Boat House has the right to refuse to hand-over a boat to any person who, in our reasonable opinion, is not suitable to take charge. In such cases all hire charges paid will be refunded in full but we will have no further liability. In addition, we have the right to repossess a boat at any time if in our reasonable opinion you or any member of your party is unsuitable to remain in charge because **of their age, ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason**, or because of irresponsible behaviour which is causing or is likely to cause danger to you or any other person(s) or damage to any property. In this situation we will have no further responsibility or liability and no refunds will be made or expenses met.
10. **Events beyond the control of Farncombe Boat House.** Unfortunately events beyond our control occasionally affect bookings. When reference is made to such events in these conditions of hire, this means any event(s) or circumstance(s), which we could not, even with all due care, foresee or avoid. Such events include the following:
- Destruction or damage of your boat (which cannot reasonably be remedied to satisfactory standard before the start of your holiday) due to fire, flood, explosion, storm or other weather damage, accident, break in, criminal damage or any similar cause.
  - Mechanical breakdown or other mechanical or technical problems affecting your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday).
  - Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or facility such as a lock or bridge or navigational equipment which prevents or affects your taking your confirmed holiday.
  - Adverse weather conditions and tides (which restrict navigation and passage through bridges/locks).
  - Shortage or non-availability of fuel for the boat.
  - Late return by previous hirers.
  - Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.
11. Farncombe Boat House cannot accept responsibility nor pay any compensation, costs or expenses where the performance of your contract is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions on cruising to which you may be subject (Farncombe Boat House or waterways authority is entitled to impose restrictions in the situations mentioned above). However if your booking has to be cancelled as a result, Farncombe Boat House will offer you the choice of an alternative boat (if available) or credit note, as more fully described in condition 9.
12. **Your Pet.** You are normally allowed to bring your cat or dog with you free of charge. You must tell us that you are bringing your pet when you make your booking. **You must bring your pet-blanket or pet-basket** as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on chairs. Your pet must not be left unattended in your boat or elsewhere. If subsequent to making your booking you decide you wish to take a pet with you (or you want to bring more than one pet), then you must contact us and get permission for this. If extra cleaning of your boat is required after your holiday because of your pet, a charge may be made. In the interest of visitor's safety and following recent government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dogs are muzzled as required by government legislation.
13. **Your Vehicles.** Your vehicles and their accessories and contents are left entirely at your risk. Farncombe Boat House will not be responsible for any loss or damage from or to any vehicle from any cause whatever.

#### **SECTION B - SAFETY CONDITIONS TO BE FOLLOWED**

14. **Boat Handling.** A demonstration run is given to you at the time of take-over before you start your cruise. Whenever possible the person responsible for the booking must be present.
15. **To help you enjoy your cruise.**
- (a) All craft are to be kept well away from weirs and regulating gates at all times. Some bridges are LOW, so please keep off the roof of your boat when it is moving.
  - (b) Rule of the road: Keep to the RIGHT, and make allowances for vessels of deep draught and restricted manoeuvrability.
  - (c) **DAY HIRE: NO BOAT HIRED FOR THE DAY** is allowed to navigate beyond the ROW BARGE public house at Guildford, due to time/speed/distance.
16. **Obeying the Waterway Rules.** You must observe the Navigation Authorities byelaws, including in particular; the rule that you must not navigate after sunset, or before dawn (before 8am on River Thames) and your speed must not be such as would or may inconvenience or endanger other users of the waterway. There is strict 4mph speed limit on the River Wey.
17. **Restrictions.** On no account may you tow or be towed by other craft, unless you have professional assistance, as towing can be a hazardous operation if incorrectly undertaken. You must not cruise after sunset, as your boat is not

equipped for night navigation. Under no circumstances may your boat be taken out to sea or downstream of Teddington Lock on the River Thames. Boats may not be entered in races or used for business purposes. No portable heaters, cookers or BBQ's of any type, lighting equipment, bicycles, canoes, inflatables, dinghies and outboards, TV sets or electrical/gas appliances (other than an electric razor) may be taken or used on board without prior permission of Farncombe Boat House.

No minor may control your boat without the supervision of an experienced adult. You are obliged to return your boat in a clean and tidy condition- you are liable to an extra charge if not so.

**18. Any Shortcomings.** You must notify any shortcomings with your boat to us immediately so that remedial action, if appropriate, can be taken. Farncombe Boat House cannot accept any liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your holiday and write to us within 12 days of the end of your holiday.

**19. Accidents.** Your boat is insured but you have charge of the boat and are responsible for its safe navigation. In the case of any accident or damage to the boat, to other craft, to waterway property, but more importantly you or your crew, it is your responsibility to:

(a) Find out the name of the other boat involved together with the name of the owners and hirer.

(b) To report these facts, together with the extent of the damage to Farncombe Boat House as soon as possible.

(c) You are responsible for any charges made by Waterways Authorities in respect of the loss of water or damage to waterway property caused by you.

(d) Farncombe Boat House cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever, other than in the case of proven negligence by Farncombe Boat House or our employees. It is recommended for your own peace of mind that you take out Personal Holiday Insurance.

Cancels all previous issues.

Farncombe Boat House

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