

BOOKING CONDITIONS – BOATS FOR HIRE DAYHIRE only*

Please read these Booking Conditions carefully. The 'Company', 'we' or 'us' referred to henceforth is Heyford Wharf Limited, trading as Oxfordshire Narrowboats and Wiltshire Narrowboats. References to "you" or "your" are references to the person making the booking and all members of the dayhire party. So that you understand the basis of the contract between you and the Company when you book we have laid out, as clearly as possible, the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights as a consumer.

1. Your booking

A dayhire booking is only made once full payment has been received. No provisional bookings will be accepted unless with the written authorisation of the Managing Director of the Company. Your booking is made exclusively as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you. You and at least one other person, who shall be with the boat when underway at all times, must be 18 years or over when you make the booking. An acknowledgement of your booking shall be emailed to you directly BUT your booking is not confirmed until an emailed booking confirmation is issued to you (usually within 2 working days of your placing your booking. We have the right to refuse any booking prior to the issue of our written confirmation – especially in the event of a substantial pricing error - and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received the details must be checked carefully. If anything is not correct you should tell us immediately.

2. Paying for your booking

Payment is accepted in cash, via BACS, or by debit card only. Credit cards, cheques, and charge cards are not accepted. All prices quoted on our website or literature or otherwise advised to you include all booking fees, charges, and, where applicable, Value Added Tax (at 20%, or 5% for fuel element of the hire). Should the VAT or Fuel Tax rates increase, or any government bodies introduce additional taxes or levies, which affect the price of your hire, we reserve the right to pass on any increases.

3. Cancellations or changes to your reservation by us

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations. If this does happen, we will contact you as soon as reasonably practical, explain what has happened and inform you of the cancellation or the change. If the change is that of time/delay on the on the same date and location as booked you have no right of cancellation. If the change is one of date or location you have the right to refuse or cancel the booking with a full refund of monies made to you within two working days but no further refunds or consequential compensation will be due.

4. Accommodation Description & Advertising

The Company aims to ensure that the information provided is accurately conveyed on the website, or as otherwise advertised by us. There may be small differences between the actual accommodation and its description, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. The Company cannot accept any liability for any errors or omissions in publicity materials if they are not notified to us before or at the time of booking. Your booking is accepted, exclusively, subject to the Booking Conditions prevailing on the date of your making your booking as advertised on our website.

5. Death, personal injury or loss of property

We shall have no liability to you for the death or personal injury to you or any member of your party, unless this results from the act or omission of the Company. You must take all necessary steps to safeguard your

personal property. No liability to you is accepted in respect of damage to or loss of such property except where the damage or loss is caused by our negligence.

6. If you change or cancel your booking

(i) Changes

If you want us to change your booking once we have issued your confirmation an administration fee of £25 for each change will be payable immediately before the change is confirmed. It is, however, important to realise that we may have to treat requests for changes of location or date as the cancellation of one reservation and the booking of another. In such cases cancellation charges may be incurred. We will advise you if this is the case and you must then inform us within 48 hours whether you wish to continue with the original reservation or if you still wish to change your booking. If you advise us that you do not wish to continue with your original booking arrangements or fail to contact us within the 48 hours we shall treat your original booking as being cancelled by you.

(ii) Cancellations and curtailment

Should you have to cancel your chosen holiday you must telephone the Company on the number shown on your booking confirmation as soon as the reason for cancellation occurs and confirm this in writing or receipted email to us at the address shown on the booking confirmation. Your notice of cancellation will be effective when we receive your written notification of cancellation.

7. Arrival, Use of Boat, and Return

Boarding your boat is strictly between 9.30 and 10.00 on the date of hire. 'Arrival' is taken to mean the entire party due to join the boat that day whereby the handover and hirer training may commence. Arrival after this time will, unless caused by unavoidable traffic delays en-route, not be accepted, and the booking will be considered cancelled unless our written authorization has been given for a later boarding time at the time of booking.

(a) In the event of mechanical failure the right is reserved to delay departure until a repair is effected.

(b) In the event of navigational problems (see also Clauses 3 & 13) we reserve the right to delay your departure, although where possible we will use all reasonable endeavours to allow you to board your boat.

(c) On arrival the Hirer must report to Reception. We are unable to allow any other party members to board the boat until the Hirer has arrived and reported to reception, completed the arrival sheet and paid over the Security Deposit (see Condition 13). We will then escort you to your boat to allow you to load your belongings. When you have indicated your readiness, we will give you a demonstration and explain the controls of the boat and its equipment, complying fully with the requirements of the Dayhire Handover Code. You must notify us of any faults identified either before setting off, or (once underway) immediately via mobile phone call, so that they can be rectified.

(d) Unless otherwise stated you must return the boat (with all gear and equipment) to the boatyard where it was hired in a clean and tidy condition before 5.30pm, or dusk, whichever is the earlier. Boating after dark is not permitted and insurance is invalidated. A £50 charge per half hour or part thereof to cover extended office, supervisory, and staffing costs will be deducted from your security deposit (see Condition 13) if the boat is returned between at any point after 5.30: the entire deposit will be deducted – the remaining deposit, if applicable, shall be refunded on the next working weekday by BACS or card refund only. Deductions shall also be made if the boat and its inventory are returned untidy, damaged, or dirty, or if there are any third-party complaints necessitating our compensating such parties. If there are any complaints against your party which need further investigation before any deposit is returned, we reserve the right to hold your deposit for a maximum period of one week after completion of the hire before any refund whether in whole or in part, is made.

(e) You cannot allow more than 10 people to board the boat at any time during the period of hire, except for any babies in arms. If you do so, we can refuse to hand over the accommodation to you, or can repossess it. Any of these circumstances will be treated by us as a cancellation by you and no refund shall be due.

8. Pets

If you take a pet(s) with you, it is not allowed on chairs or soft furnishings. Pets should not be left unattended in the accommodation, and dogs should be exercised on a lead on the towpath. Fur-covered carpets or soft furnishings or any other damage reasonably likely to be caused by the pet will become chargeable either on your return or once the boat has been inspected not more than 24 hours after return. The Company's decision shall be final in such circumstances

9. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable day afloat. If, however, you have any cause for complaint we are anxious that remedial action is taken as soon as possible. It is essential, therefore, that you contact us immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are aboard will usually enable shortcomings to be rectified straightaway. Complaints of a transient nature (for example, regarding preparation or heating of the accommodation) cannot possibly be investigated unless notified whilst you are on holiday. Our telephones are manned throughout the season during the opening hours printed in our brochure. If after this you feel that the problem has not been resolved to your satisfaction you must raise the issue(s) with the Base Manager before you leave the accommodation on your return. If the problem is still not resolved to your satisfaction you should then, within seven days of returning from your day afloat, put your complaint in writing to us. Send your letter by recorded delivery to us marked for the attention of our General Manager. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us help you by following this procedure as otherwise we cannot subsequently consider any complaints nor enter into any correspondence about them.

10. Law

The contract between you and us is subject to English law and is formed in Lower Heyford, Oxfordshire, England.

11. Accidents, Damage and Losses

You are responsible for the boat's safe navigation and must take all reasonable care. No one under 18 may control the boat without the direct supervision of an adult. In the event of collision or damage to the boat, caused by you and/or a third party, no responsibility can be accepted by us for loss of time or cost of alternative accommodation or any other damages or expenses. In the case of any collision or damage to the boat or any other craft or to waterway property you must for insurance reasons:

- (a) record the name and licence number of any other boat involved with names, addresses and phone numbers of its Owner/ Boat Operator and hirer (where applicable);
- (b) Immediately report these facts by phone to the Company with full details and the extent of the damage;
- (c) Supply us with full details immediately on return from your dayhire quoting your booking reference number.

No repairs may be put in hand without the Company's consent.

12. Damage to the Boat, Equipment or Third Party Property

Although the boats are insured by us you are primarily responsible for any damage to the boat and its equipment, or any third party property. You owe a duty of care to return the boat to us in the condition in which it was hired out to you. On returning the boat at the end of your dayhire you must inform the Company of any damage or of items broken, lost or stolen.

Please note that your Security Deposit (Condition 13 below) is NOT a limit on cost of damage caused: if more than your deposit extra costs of damage will be charged to you for immediate payment. For example, repairs resulting from "cilling" of the boat and/or damage to the stern gear, especially if caused by a rope becoming entangled around the propeller, are chargeable to you (typically not less than £400 and as much as £1500). Damage to handrails, bow paintwork, broken windows, broken fenders or ropes are not covered as

fair wear and tear and are chargeable. Losses include but are not limited to costs of lost lock keys, mooring stakes, crockery, glassware etc.

13. Security Deposit

A security deposit of £200 is payable either by BACS at least three working days in advance of the dayhire date, or in CASH on arrival. Card swipes, cheques are not accepted. Until the security deposit has been paid you will not be allowed to board the boat. The deposit will be securely held by us for the day and shall, subject to Clauses 7, 11, 12 above, be refunded to you at the end of your dayhire if paid in cash or within the next two working days if the deposit was made via BACS.

14. Engine, Fuel, Gas and Toilet Provision

The hire fee includes fuel and gas as used. The cassette toilet is provided with an empty tank, ready for a normal day's use. In the event that the toilet is overfilled we shall make a deduction to your security deposit of £30 to cover added emptying/cleaning costs. The engine compartment and specifically the weed hatch therein are NOT to be accessed by the Hirer at any time, unless under our specific instruction.

15. Delays

If a breakdown of any kind should occur, you must report it to us immediately so that repairs can be made to enable you to resume your cruise. Provided that we are informed, we will take steps to repair the boat and or its equipment as speedily as practicable in the circumstances. Should your boat break down such that repairs cannot be effected within 2 hours we will a refund in proportion to the time remaining from the point at which the fault was first reported to us, except where the breakdown occurs within the first two hours of hire in which case a full refund for the dayhire booking shall be provided. This will then constitute a cancellation of the booking by us: we shall refund monies due to you within two working days. Apart from these obligations we shall not be liable in any respect for any loss or damage, whether financial, consequential or otherwise, suffered as a result of the breakdown. We shall not be responsible for the consequences of delays or restrictions on cruising arising from obstruction, repairs or damage to waterways, flooding, shortage of water, industrial action or other circumstances beyond our control. The right is reserved to restrict cruising if unusual or hazardous conditions prevail.

16. Loss of water/ Damage to Waterway Property

You are responsible for charges made by waterway authorities for the loss of water or damage to waterway property caused by you whilst in charge of a boat. You consent by making your Booking with us for the Company to pass your details to the relevant navigation authority in such circumstances.

17. Navigation restrictions and bye-laws

You must navigate in accordance with Navigation Authority bye-laws. Navigational limits are given on the website and also confirmed to you when signing the Handover Acceptance at the beginning of your dayhire. On no account may you:-

- (a) tow or be towed by other boats unless with professional assistance.
- (b) cruise after dark (your boat is not insured for night navigation).
- (c) permit your boat to take part in any race.
- (d) navigate the boat, nor allow any other person to navigate the boat, whilst under the influence of alcohol or drugs. For clarity the legal limits as pertain to driving a motorized vehicle on the public highway also apply to the navigation of the boat.

18. Hirers equipment

You may not take on board without our prior written permission portable heaters, lighting equipment, petrol, candles, barbecues, gas cylinders, bicycles, canoes or anything that may cause danger to the boat, its equipment or occupants. Bicycles are not allowed onto the roof when the boat is underway on the South Oxford Canal. Damage so caused is chargeable to you.

18 Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your dayhire you must inform us before we confirm your booking and give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned we must reserve the right to decline/cancel the reservation. Should you fail to notify us of any person due onto the boat with a medical problem or disability at the time of booking, your dayhire will be treated as a cancellation by you should any such persons arrive for boarding. We are not able to accept wheelchair bound persons onto the boats for safety reasons.

* For holiday hire booking conditions, please see website.

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