

Booking Conditions

1. CONTRACT. Any contract to hire a boat listed in this brochure and current supplements incorporate Conditions 2-23 below and is between the boat operator Allington Belle Boat Hire and you as the hirer. The contract does not take effect until written confirmation of your booking is dispatched to you.

2. HIRE TERMS. All terms are inclusive of VAT and quoted in £ sterling and include bedding, towels, condiments and welcome pack – **a refundable deposit of £300 in cash is required at time of sailing and is returned in full on the vessels SAFE return.**

3. EXTRA PERSONS. The number of persons indicated for each boat must not be exceeded except where provision for extra persons is specified in individual boat particulars.

4. INITIAL PAYMENT. You must send the initial payment of £100.00 with your completed booking form. This payment comprises your booking deposit in part payment for the cost of your boat. It will be refunded if your booking is not confirmed.

5. LATE BOOKINGS. If a booking is made less than 35 days before the holiday start date, full payment must be sent with the booking form. It will be refunded if the booking is not confirmed.

6. BALANCE OUTSTANDING. Once your booking is confirmed you are responsible for the whole of the hire terms. The balance of hire must be no later than 28 days before the hire starting date. No reminders are sent and if the balance is not paid by the due date, our right is reserved to cancel the booking and treat it in accordance with Condition 8. In no circumstances are post dated cheques acceptable and we reserve the right to recover the cost of any bank charges incurred in handling dishonoured cheques and foreign currencies.

7. BOOKING AMENDMENTS. It may be possible to alter some details of your holiday arrangements after the booking has been confirmed but you must notify us in writing and a fee of up to £15.00 may be charged for any revised documentation required.

8. BOOKING CANCELLATION. If you cancel your booking you must immediately notify us in writing by first class post to our address and enclose your Hire Invoice/Booking Confirmation. Cancellation is effective only from the date of receipt. In all cases of cancellation the deposit is forfeited. We will endeavour to re-let the boat on the same hire terms. If we are successful in re-letting, you will only forfeit your Booking Deposit.

9. NON-ARRIVAL. If you do not arrive at the boatyard by midday on the day following your hire start date, and you have not advised the boat operator that you will be late, the boat operator shall be entitled to cancel your holiday and to place the boat for re-let forthwith. Under the foregoing circumstances and in accordance with Condition 8 above, if the boat is not re-let you are responsible for the balance of hire. Or, if the boat is re-let for only part of the period of hire, you are responsible for the remaining portion of the balance of hire.

10. BOARDING OF BOAT. Unless otherwise stated in the brochure, the normal time for boarding is 2 p.m. on the hire start date. Boats are let on the understanding that the boat operator will give you a trial run to explain the controls of the boat and its equipment, after which you are responsible for the boat (see also Condition 17). If the boat operator is prevented by circumstances beyond his control from making the boat available and cannot provide a suitable alternative, he will refund all monies paid by you but no further liability will be accepted. You should notify the boat operator of any deficiencies in equipment on the boat before the boat leaves the boatyard. Failure to do so may render you liable for payment in accordance with Condition 17. Any shortcomings later discovered should be notified to the boat operator so that they can be remedied for you. No claims can be considered after your holiday for shortcomings not so noticed.

11. RETURN OF BOAT. You must return the boat (including all its gear and equipment) in a clean and tidy condition to Fords Wharf boatyard where it was hired by 10 am on the final day of hire. **A fee may be charged if the boat is not returned on time or if it is not returned in a clean and tidy condition.**

12. MINORS. Bookings from persons under the age of 21 years cannot be accepted.

13. UNSUITABLE HIRERS. The boat operator reserves the right to decline to accept a booking or refuse to hand over a boat to any person or group where in the opinion of the operator facilities are not suitable on the grounds of age, ill health, disability, inexperience or any other reason. In such a case, all sums paid shall be refunded in full and the contract shall be discharged without further liability on either party. The boat operator reserves the right to repossess the boat at any time where a serious accident or damage has occurred. Or, in the opinion of the boat operator is likely to occur because of the unsuitability of the hirer due to age, ill health, disability, inexperience or any other reason. In such cases, the boat operator shall not be liable to make a refund of any portion of the hire terms paid.

14. HIRER'S EQUIPMENT. You may not take on the boat, without the boat operator's prior permission, portable heaters of any type, lighting equipment, bicycles, canoes or anything that may cause danger to the boat, its equipment or its occupants.

15. FUEL. Cost is included in the hire price.

16. INJURY OR DAMAGE TO YOU OR YOUR PROPERTY. The boat operator is not liable for death, personal injury, or loss or damage to you or your property. Or, any property belonging to or in the possession of the hirer or any member of the hirer's party (including any motor cars parked at the boatyard or their contents) unless it is caused by the boat operator's negligence or wilful default.

17. DAMAGE TO THE BOAT AND ITS EQUIPMENT. The boat is insured but you are responsible for it and for its gear and equipment and must report damage, losses or breakages. The boat and its equipment must also be returned in a clean condition at the end of the hire period. This cover excludes wilful or criminal damage for which you are totally liable.

18. NAVIGATION RESTRICTIONS. On no account may you tow other cruisers, or normally be towed by other craft, or cruise after dark, as your boat is not equipped for night navigation. Under no circumstances may your boat be taken out to sea or take part in any race. You must navigate in accordance

with current bylaws and must observe the speed limits applicable to the waterway.

19. ACCIDENTS. You have charge of the boat and are responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the case of any accident or damage to the boat, to other craft, or to waterway property it is your responsibility to:

1. Find out the name of any boat involved together with the name of the owners and hirer.

2. Report these facts, together with the extent of the damage to the boat operator as soon as possible. No repairs may be put in hand without the boat operator's consent.

20. LOSS OF WATER. You are responsible for any charge made by waterways authorities in respect of loss of water or damage to waterway property caused by you while in charge of the boat.

21. BOAT DELAYS OR CURTAILMENT. Every boat is checked before the start of each hire cruise so it is unlikely that your boat will suffer a mechanical breakdown. If a breakdown of any kind should occur, you must report it to the boat operator immediately. Steps will be taken to repair and enable you to resume your cruise. Provided that the boat operator is so informed, he will take steps to repair the boat and/or its equipment as speedily as practicable in the circumstances. Apart from the above obligations, the boat operator shall not be liable whatsoever in respect of any direct or consequential loss or damage that you may suffer, whether financial or otherwise, as a result of such breakdown. The boat operator shall not be responsible for the consequences of delays or restrictions of cruising arising from obstructions, repairs or damage to navigation works, flooding, shortage of water, industrial action, fuel rationing, shortage of or non-availability of fuel, or other cause. The boat operator reserves the right to restrict cruising if unusual or hazardous conditions prevail.

22. MODIFICATIONS AND RESTRICTIONS. Every effort has been made to ensure that individual boat descriptions contained in the brochure are correct. However, the right is reserved to make modifications to boat specifications that are considered necessary in the light of operating requirements. If material changes occur after your booking is confirmed, we will advise you by telephone and, if there is time before your departure, confirm in writing. When such changes occur, our reservation staff will make such changes known before any future booking is made on the boat in question. The changes will be confirmed on the Booking Confirmation. Layout plans in the brochure are for general guidance and are not to scale. Illustrations of standard production built boats are sometimes used and the exterior colour scheme of your boat may therefore not be identical with the one in the brochure.

23. DISPUTES. Any dispute, difference or that may arise from the contract shall be referred to a single arbitrator. The arbitrator will be agreed upon between the parties (or failing agreement to be nominated by the Chartered Institute of Arbitrators on the application of either party) in accordance with the provisions of the Arbitration Act, 1950, or any statutory modifications or re-enactment thereof for the time being in force.

THESE CONDITIONS SUPERSEDE ALL PREVIOUS ISSUES.

15/6/2011

Boat yard address and directions

**Fords wharf marine Allington Maidstone
Kent ME16 0BP**

**Junction 5 M20. At the first roundabout turn
left sign posted Maidstone /allington**

**Across the 20/20 roundabout, under the
railway bridge – (DFS and the sir Thomas
Wyatt will be on your right) at the next set of
traffic lights turn left in to castle road, take
the first right into Newbury avenue by the
mid Kent shopping centre, follow the road to
the bottom when the road bears to the right
indicate left under a small railway arch the
boat yard is at the bottom of the hill.**