

1. DEFINITIONS

In these conditions and the Agreement the following words have the following meanings:

“Agreement” means the hire agreement between you and the company which is evidenced by your booking request and the booking confirmation and is made on the basis of these conditions.

“Booking Confirmation” means the written confirmation issued to you by the company confirming the hire period, price, place of delivery and other key particulars of the booking.

“Company” means Whatknot Boating Limited.

“You” means the person or persons named in the booking confirmation. If there is more than one of you each of you shall be individually responsible for complying with the agreement.

“Conditions” means these boat hire conditions.

“Price” means the price in the booking confirmation.

“Start Date” means the start date in the booking confirmation.

“End Date” means the end date in the booking confirmation.

“Hire Period” means the hire period in the booking confirmation.

“Written” means that the item has been printed, typed, written out by hand or sent or displayed by e-mail or other electronic means.

2. AGREEMENT TO HIRE

2.1 When you request a booking you are making an offer to hire a boat under these terms & conditions. The hire agreement itself only comes into existence when the Company sends out the booking confirmation.

2.2 A provisional or conditional booking is not binding, and you may cancel it at any time before the booking confirmation is sent out to you by the Company. Similarly, the Company may hire the boat to another party in place of you at any time before a booking confirmation has been sent to you.

2.3 The entire agreement between you and the Company is contained in these conditions, the booking request and the booking confirmation. Nothing in these conditions affects your statutory rights.

3. PRICES AND PAYMENT

3.1 The Company’s advertised prices are in pounds sterling.

3.2 The booking deposit must be sent with the booking application and, unless otherwise stated, is a minimum of 20% of the total price.

3.3 The Company reserves the right to correct errors in advertised or quoted prices at the time of booking confirmation.

3.4 Payment is deemed to have been made when cleared funds are received in the Company’s bank account.

3.5 You 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 of the amount due on the due date.

3.6 The deposit is payable at the time of the booking request. The deposit is 20% of the total price.

3.7 The balance of the price is due not less than 8 weeks before the start date as shown in the booking confirmation, together with a £50 non-refundable damage waiver fee (See Clause 8.). Time of payment shall be of the essence of the contract.

3.8 For bookings made less than 8 weeks before the start date you must pay the full price and non-refundable £50 damage waiver fee at the time of the booking request.

4. YOUR PARTY

4.1 Personal agreement and obligations

The hire agreement is a personal one between you and the Company and your identity is a material factor in the Company’s decision to enter into the Agreement. You must be at least 21 years of age at the time of booking. You must be authorised by all other members of your party to enter into the

Agreement on their behalf. The full names and ages of all members of your party must be provided to the Company at the time of booking. All changes in your party (the addition, substitution or removal of any member of the party) which take place at any time after the booking confirmation has been issued (including during the hire period) must be communicated in writing and approved by the Company (such approval is not to be unreasonably withheld). You are responsible for ensuring all members of your party are aware of, and adhere to, the terms of the Agreement.

4.2 School parties, youth groups, hen or stag parties, business purposes

The Company's general policy is that it will not enter into hire agreements for school parties, youth groups, all male or all female crews or for any commercial purpose without more information about the members of the party and the purpose and nature of the hire occasion. If the Company later becomes aware that your party actually falls within this policy, but that you have not disclosed it to the Company, then the Company may terminate your booking. In this event the deposit and any other part of the price which you have paid will be retained by the Company and you will remain liable to pay the balance of the price.

4.3 The use of alcohol and controlled drugs: Company's right of immediate cancellation

The boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the Company may cancel your booking and refuse to hand the boat over to you or repossess it if you or any member of your party is or appears to be under the influence of alcohol or drugs. In such a case the Company shall be entitled to recover any loss, damage and expense from the monies already paid by you and if this is insufficient to cover its loss it shall be entitled to bring a claim against you for the balance of such claim.

4.4 Company's right to decline handover for safety reasons

The Company may cancel your booking and refuse to hand the boat over to you if, in its reasonable opinion, you are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (and provided that you have fully complied with your obligations under this Agreement) the Company will refund the deposit and any other monies which you have paid to the Company and the contract shall be discharged without further liability on either party.

4.5 Company's right to repossess during the hire

The Company may repossess the boat at any time after commencement of the hire period if in the reasonable opinion of the Company you are unsuitable to be in charge of the boat for any reason affecting the safety of any person or property including in particular if you or any member of your party is or appears to be under the influence of alcohol or drugs or if you are not behaving responsibly or if there has been a material breach of the terms of this Agreement.

5. CANCELLATIONS AND CHANGES REQUESTED BY YOU

5.1 Once a booking has been confirmed you have a contractual responsibility to pay the full cost of the holiday. In the event of you having to cancel the holiday at any time after the booking has been confirmed, the Company will endeavour to re-let the boat for the same period. If we are successful in re-letting the boat we will reimburse the amount received from the new booking (up to the amount paid by you), less an £80 administration fee. If the boat remains un-let you will still be held responsible for payment of the balance due.

6. CANCELLATION BY THE COMPANY

6.1 The Company may cancel the Agreement by written notice in the following circumstances:

6.1.1 For any of the reasons described in conditions 4.2, 4.3, 4.4 or 4.5.

6.1.2 In the event of an accident affecting the safety or navigability of the boat.

6.1.3 Unforeseen river closure by the National Trust due to adverse weather or navigation conditions.

6.1.4 For breach of any of the rules set out under condition 9.1.

6.1.5 For non-payment of any sum due under the booking.

6.2 The Company is entitled to recover from you any loss which it suffers as a result of cancellation under any of the provisions of conditions 4.2, 4.3 or 4.5 or for breach of condition 9.1 and it may retain all or part of any payments which you have made as security for such claims. Subject to this if the Company is able to re-let the boat for all or part of the hire period it will give credit for the net sums received as a result of such re-letting and shall prepare and submit to you an account of its claim and of any payment which may be due to you or to the Company within seven days of the end date.

7. HIRE PERIOD, COLLECTION AND RETURN OF BOAT

7.1 The boat will normally be available at the time shown on your booking confirmation and on the start date from its home mooring, subject to the provisions of condition 7.2

7.2 You must notify the Company as soon as possible if your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to you. There will be no rebate of the price for late arrival nor will the Company accept responsibility for any overnight costs which you may incur if you fail to reach the boat during normal working hours.

7.3 Before you take over the boat the Company will give you such instructions, demonstrations and trials as are appropriate and you will then be required to check and sign the handover sheet.

7.4 In the event that the boat is not available on the start date due to any circumstance for which the Company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall immediately refund you with the deposit and any other payments you have made.

7.5 The boat must be returned to its home mooring or notified under condition 7.7 and vacated by you by the time shown on your booking confirmation on the end date and it is your responsibility to allow sufficient time to ensure timely return.

7.6 If you return the boat late or to the wrong place because of poor planning on your part, or for another reason which is your responsibility, then you will be liable to pay £50 (fifty pounds) for every hour or part hour of the delay in returning the boat and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of a subsequent booking.

7.7 If the Company has to recover the boat and return it to its home mooring you will be liable to pay £100 (one hundred pounds) for every hour or part hour of the delay in returning the boat and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of a subsequent booking.

7.8 The Company reserves the right to change the places of handover and return for operational reasons. In such event, except in the case of emergency, the Company shall be obliged to give you written notice of the change in sufficient time to allow any necessary re-planning of your itinerary and for you to organise any transport which is reasonably necessary for you and your party as a result of such change.

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8. INSURANCE AND DAMAGE WAIVER

8.1 The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to your paying the £500 policy excess) but you and members of your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by your acts, omissions or negligence. The company's insurance does not cover personal accidents or loss or damage to personal effects

8.2 You will indemnify the Company from and against all costs and expenses however arising from your negligence, neglect or default, including but not limited to damage arising from speeding, cill damage, rudder, stern gear, TV aerials, chimneys, malicious or intentional damage, damage to other boats and their contents and to the waterway.

8.3 You are advised to make your own arrangements for personal accident insurance, insurance of personal belongings and insurance against cancellation by you of the hire agreement.

8.4 You will pay a non-refundable damage waiver of £50 (fifty pounds) to benefit from the Company's insurance policies. This damage waiver does not cover any damage or loss as described in Clause 8.2, nor does it cover any damage or loss which results from a breach of the rules specified in Clause 9., nor does it cover any damage or loss described in Clause 14.2, nor does it cover any damage or loss described in Clause 16.1.7. In any event you will follow the procedure at Clause 10.

9. SAFETY AND OTHER RULES

9.1 You agree to comply with the following rules at all times during the hire period:

9.1.1 To ensure that at all times while the boat is being navigated or is transiting locks or other waterway's structures the minimum age of the operator onboard and in charge is 21 years.

9.1.2 Not to tow or be towed other than in exceptional circumstances, and under professional supervision.

9.1.3 When not under way, to moor the boat securely.

9.1.4. Not to navigate after sunset or before sunrise.

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

9.1.6 Not to race the boat.

9.1.7 Not to bring on to the boat any portable heaters, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms, electrical appliances, or any other items which might create dangers or hazards.

9.1.8 Not without the Company's prior written permission to bring on to the boat barbeques, dinghies, canoes, bicycles, or vehicles.

9.1.9 Not to use the boat for any commercial purpose.

9.1.10 To allow the boat to be occupied only by the persons named in the booking confirmation.

9.1.11 Not to allow to be on the boat at any time more people than are approved for the boat as specified by the number of berths.

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

9.1.13 Not to take the boat on to sea or tidal waters without the consent of the Company. To cruise only on canals and rivers approved by the Company.

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

9.1.15 At all times to observe all bye-laws and navigational limits and abide by the instructions and advice of the relevant navigational authorities and the Company and their respective officers and employees.

9.16 The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions.

10. ACCIDENTS

10.1 You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving you or any other people or any property including but not limited to the boat, other craft or the waterway you must:

10.1.1 Obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the Company (when available);

10.1.2 Notify the Company as soon as practically possible with full details of the accident and any damage sustained.

10.1.3 Complete the navigation authority's waterway incident report form.

10.1.4 Proceed in accordance with and follow the Company's reasonable instructions.

10.1.5 Not in any circumstances admit or allow any other person on the boat to admit liability to any other person.

11. LOOKING AFTER THE BOAT

11.1 You are responsible for and will keep the boat and its equipment and contents in clean and tidy order during the hire period.

11.2 You must notify and provide full details to the company of any breakdown, damage, theft or loss involving the boat as soon as practically possible.

11.3 You must not undertake or commission any repairs, adjustment or service to the boat without the Company's prior approval. Any repairs, adjustment or service to the boat undertaken or commissioned by you without the Company's prior approval will not be accepted.

11.4 Although the boat and its equipment are insured against many risks by the Company you remain responsible to the Company for any damage or loss arising from your breach of the Agreement, your deliberate acts or from your negligence including misuse of lavatory facilities resulting in an engineer being called out.

11.5 In the event of an engineer being called out as a result of negligent misuse of lavatory facilities a fixed charge of £200 (two hundred pounds) will be made by the Company to you.

11.6 You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear and for keeping the Company informed of any incidents of this nature. In the event of an engineer being called out for any of these reasons by you, a fixed charge of £200 (two hundred pounds) may be made by the Company to you.

12. HIRER'S PROPERTY

12.1 Vehicles may be left entirely at their owner's risk. The Company will be under no liability for any loss or damage to vehicles or their contents or for your property on the boat or unless caused by the Company's negligence.

12.2 The Company will return property which it finds which has been accidentally left on the boat provided that it is claimed promptly, and that you either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the end date may be disposed of by the Company.

13 FUEL

13.1. The boat is handed over ready fuelled, and the holiday price includes a consideration for the normal expected usage of fuel. The boat should be returned with a full tank of diesel. If, for any reason, the boat is returned with less than a full tank of diesel the Company reserves the right to charge you for the diesel required to fill the tank. The rate charged by the Company for diesel is 10p per litre above the price charged at the Shell Petrol Station, 65 High St, Old Woking, Woking GU22 9LN.

14 PETS

14.1. Up to 2 dogs only are allowed on the boat and strictly only by prior agreement with the Company at the time of booking.

14.2 Dogs are not covered under the Company's insurance policies. You will be liable for any and all damage caused by pets on board. Further you will liable for the cost of any extra cleaning required at handover.

15. INVENTORY

15.1 Any shortcomings in inventory discovered during the hire period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify the matter. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the hire period.

16. EXCLUSION AND LIMITATION OF LIABILITY

16.1 The Company shall not be liable to pay any compensation, damages, costs or expenses for any

claim arising from any cause beyond the Company's reasonable control which could not have been mitigated or avoided by the Company including but not limited to:

16.1.1 Loss of or damage to any person's property (including the boat).

16.1.2 Non-fulfilment, interruption or delay to the booking.

16.1.3 Breakdowns, mechanical problems, latent defects, damage to the boat.

16.1.4 Restrictions on cruising, obstructions, repairs, damage or closure of waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climate conditions.

16.1.5 Rationing, shortage or non-availability of fuel.

16.1.6 Consequential loss, damage or expense which you incur including the cost of alternative transport, accommodation or other holiday provision.

16.1.7 Any loss of water from or damage to any waterway property. You consent to the Company passing your details to any relevant authority in any such event.

16.1.8 Any loss or damage to any person's property as a result of an interruption to the supply of electricity (12v or 240v).

16.2 The Company's total liability to you and any person claiming through you in respect of all claims which may arise under the Agreement (other than in respect of claims for personal injury or death due to negligence on the part of the Company) shall be limited in aggregate to the total price actually paid by you to the Company in respect of the Agreement in question.

17. BOAT SPECIFICATIONS

17.1 The specifications of boat, its accommodation, facilities and equipment shown on the website are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boat supplied and reserves the right to make modifications. In particular: alterations may occur during rebuilding or refitting, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown.

17.2 If your party includes any infirm or disabled persons you should make relevant enquiries at the time of booking and ask for a copy of the Company's Access Policy.

17.3 An uninterrupted supply of electricity (12v or 240v) cannot be guaranteed. If you or any member of your party require an uninterrupted supply of electricity (e.g. critical medical/personal/business equipment) it is your responsibility to notify the Company at the time of booking. The Company reserves the right to refuse a booking in this respect.

18. LAW AND JURISDICTION

18.1 This Agreement shall be governed by English law.

18.2 Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the English courts.

19. THIRD PARTIES

19.1 Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. NAVIGATIONAL RESTRICTIONS

20.1 The boat is licensed by the The National Trust only for the River Wey. You must comply, during the time they are in force, with all restrictions imposed by the National Trust. The river offers 20 miles of navigation to enjoy and explore. If you take a longer holiday and wish to use the River Thames you will need to purchase an additional visitor's licence; available online at <https://www.gov.uk/government/publications/river-thames-boat-registration-charges> .

21. COMPLAINTS

21.1 As part of taking possession of the boat you will be required to sign the handover sheet. In the unlikely event of any alleged deficiencies or shortcomings you must notify the Company before the boat leaves the marina. If for any reason you wish to notify the Company of any alleged deficiencies or shortcomings after having left the marina you must notify the company immediately by telephone so as to afford the Company the opportunity to take any possible remedial action. The Company shall not be liable in respect of any matter which is not so notified immediately, and in any event shall not be liable in respect of any matter which is notified after the end of the hire period.

22. WAIVER

22.1 No indulgence, forbearance or delay by the Company 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.