

1. Definitions.

The Company is taken to mean Freedom Boating Holidays Ltd, Kingfisher Boatyard, Bungalow Lane, Norwich, NR7 0SH, acting as booking agent for boat operating companies including but not limited to Thorpe Pleasure Craft and Bishy Barney Boats.

You, Your, The Hirer, Party Leader is taken to mean the named person(s) on the booking form and/or the payer and thus, the contracted person(s).

2. Bookings are confirmed upon the payment (or offer of payment if pay on arrival is agreed) of the hire fee.
3. Maximum stated capacity of boat must not be exceeded.
4. Number of people on the booking form must not be exceeded.
5. You must be over 18 when you agree to hire the boat.
6. The Company reserves the right not to hire a boat to any person whom it considers is unsuitable to operate the vessel.
7. The pilot of the boat must not be under the influence of alcohol or any other substance likely to limit their ability to safely pilot the vessel.
8. The Company requires and the Hirer agrees to lodge a £50 cash deposit at the start of the hire which shall be refunded upon the return of the vessel subject to these conditions being met.
9. The company accepts no liability for the loss or damage of the Hirer's belongings.
10. Cancellations by the hirer, for whatever reason, shall not attract a refund. Postponement of bookings may in extreme circumstances be possible at the sole discretion of the company. If postponement incurs additional charges, the hirer is responsible for these. Cancellations by the company shall incur a full refund if a postponement is not appropriate but this shall be the only liability the Company has to the hirer.
11. The company accepts no liability to the Hirer for injury to or death of the Hirer or members of their party during the course of the hire or during boarding or disembarkation. Hirers use the pontoons, quays and other landings on the river entirely at their own risk.
12. The company will:
 - i. Issue life jackets / buoyancy aid for every member of your party and require you to ensure that they are a good fit prior to boarding.
 - ii. Provide instruction and guidance on the safe use of the boat prior to handing it over. In the case of a Picnic Boat or Cruiser, this will involve a river trial. Hirer uses the vessel at their own risk.
 - iii. Ensure that the boat and its equipment are in a functional state at the start of the hire and that there is sufficient fuel.
13. The hirer agrees to the following. Failure to observe these clauses will result in loss of deposit (cause 8) and may incur additional charges, which the hirer agrees to pay.
 - i. Return the vessel at the allotted time.
 - ii. Return the vessel clean and tidy.
 - iii. Ensure that all members of the party comply with these terms and conditions and navigation laws. The hirer is responsible for apprising themselves of these laws.
 - iv. Be liable to the Company for all damage to the boat, its contents and equipment and third parties caused by the Hirer's unreasonable behaviour, misuse of the vessel or failure to observe these terms & conditions, river rules or instructions given by the company or higher authority on the river (including signs).
14. This Agreement (and any disputes, claims or proceedings of whatsoever nature arising) shall be governed by and shall be construed in accordance with the laws of England. This agreement supersedes all previous agreements and forms the entire agreement between the parties. No variation to this agreement shall be effective unless in writing and signed by the Company or an authorised representative. This agreement may be executed in one or more parts, each of which are deemed to be an original document but all the parts together shall constitute one and the same agreement. A facsimile or other copy of this agreement shall have the full force and effect of the original agreement. Should any provision or any part of any provision in this agreement be held to be unenforceable, void or contrary to any law, this shall be severed from the agreement and the remaining provisions shall remain in full force and effect. To the extent that the Company is hindered or prevented by circumstances not reasonably foreseeable or not within their reasonable control from performing any of its obligations then it shall be relieved from any liability for its failure to perform these obligations.