

**1. Definitions.** **The Company** is taken to mean Freedom Boating Holidays Ltd, Kingfisher Boatyard, Bungalow Lane, Norwich, NR7 0SH acting as booking agent for The Operator. **The Operator** is taken to mean the originating boatyard handling the boat. **We** is taken to mean the Operator and/or the Company and is used for the purposes of abbreviation only. **You, Your, The Hirer, Party Leader** is taken to mean jointly and/or separately the named person on the booking form and/or any person who makes any payments to the company towards the holiday, these being the contracted person(s). **Holiday and or Hire** means the boat/property and/or travel and/or any other services booked and paid for in the UK with the company. **Holiday and or Hire** shall be taken to mean any boat hired up to 31 nights. **Written documentation** includes email, fax and letter, but not include text message or any other form of communication. Unless requested, all written communication will be via email. **Brochure** is taken to mean any printed literature or forms, electronic material including emails & web site. **Your Booking.** All bookings are subject to availability. The party leader must be over 18 years old at the time of booking. The party leader is responsible for making all payments that may be due to the company as a result of a booking and agrees that they and their whole party be bound by these terms and acknowledges that they have the authority from the party to make such an undertaking. Subject to availability and receipt of relevant payments, a booking shall be confirmed by the company in writing as soon as is practical and from the point of issue of said confirmation or the payment of any monies in relation to a booking (whichever occurs first), a legal contract shall come into existence with these terms and conditions forming the basis of that contract. The company reserves the right to refuse any booking at its sole discretion prior to the supply of written confirmation. If this happens, the company will inform you verbally and in writing as soon as possible and refund any monies paid. There shall be no further liability by the company to you in such instances. When you receive the booking confirmation, you must check all the details and inform the company immediately of any inaccuracies. We cannot accept liability for any inaccuracies that are not notified to us within five working days of the company sending it out to you. If you have any special needs or requests, you should inform the company at the time of booking where every reasonable effort will be made to assist. The company does not offer any form of Package Holiday service.

**2. Prices.** All prices quoted are for a period of nights in UK Pounds sterling - payments cannot be made in other currencies. All holiday hire charges are inclusive of a Damage Waiver (variable) and Booking Fee (£20.00 non-refundable) and are inclusive of VAT (if/where applicable).

**3. Payments & Deposits. Deposit / Payment. Deposit:** For bookings made more than ten (10) weeks prior to the booking start date, a minimum deposit of £100 (including the booking fee) is payable, the balance being payable not less than ten (10) weeks before commencement of the booking. Alternatively, the Hirer may pay the full amount upon booking or an increased deposit as requested by the Company or Hirer. **Balance / Full Hire Charge:** For bookings made ten (10) weeks or less before the start date, the full amount is payable on booking. **Payment Delay/Non Payment:** We reserve the right to re-advertise your holiday if the relevant payment is not received on the due date and we may treat your holiday as having been cancelled by you. **Payment Card Numbers:** if the Hirer makes any payment by Card, we reserve the right to record the Hirer's card number and make further charges (as described in this document) to the Hirer's account in the event of a

breach of these conditions or if there are outstanding amounts due. **Fuel Deposit:** a fuel deposit is payable and held against the value of fuel you will use. Upon return, your deposit shall be refunded less the cost of the fuel used. You are responsible for paying any additional amount if the deposit is less than the value of fuel used.

**4. Alterations and/or Cancellations.** In all cases, the party leader must make cancellations in writing. We will not be responsible for nonreceipt of any cancellation, however sent. If confirmation of receipt is not forthcoming within seven (7) days, please contact the Company to ascertain receipt. **Cancellations & Alterations by The Hirer:** If the Hirer cancels the booking, for whatever reason, the Hirer shall not be entitled to a refund of any monies paid and shall remain responsible for the full cost of the holiday including waivers which may be debited from any payment card(s) that the company holds. Once the company accepts a cancellation, it will attempt to re-let the holiday. Any such relettings will be at the sole discretion of the company. If successful the company will refund any monies paid, less any non-refundable element (as defined in these terms), an additional £40 administration fee, and less any shortfall incurred between the cancelled booking and the new booking. Booking alterations may be possible, subject to availability and a £40 administration fee, unless the alteration results in additional hire charges of at least that amount. Alterations may be treated as a cancellation of the original booking and thus be subject to cancellation terms. No change will come into effect until the Company has received written confirmation and cleared funds. **Cancellations by The Company:** If the company should be forced to cancel a booking, the Hirer will receive a full refund of all monies paid, unless such cancellation is due to a breach by you of these Terms and Conditions, in which case no refund shall be due. This shall be the Company's only responsibility to the Hirer.

**5. 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 that you will be late, we shall be entitled to treat the booking as a cancellation.

**6. Brochure details, Modifications and Descriptions.** Every effort is made to ensure that any information provided in our brochure is accurate. However, minor details may be subject to change and the company cannot guarantee to offer photographic details of all boats and may use "class" images to depict a style of boat but where colour schemes and subtle design differences are likely to change. Layout plans are for general guidance only and are not to scale.

**7. Liability.** Neither the Company nor Operator shall have any liability for any death or personal injury to any occupant of its boats unless such is as a result of provable negligence by the Company or the Operator or agents. You must take all necessary steps to safeguard your personal property and that of your party during your holiday. Any vehicles and their contents are left entirely at your risk.

**8. Hirer's equipment.** You may not take on board any device that may constitute a danger to the vessel, its equipment or occupants. This shall include (but not be limited to) portable heaters, any form of combustible substance (particularly petroleum products), TV sets or lighting (save for self-contained electrical torches).

**9. Optional Extras** such as rowing or sailing dinghies may be available at extra charge as stated in the brochure but are subject to availability on your hire start date. The Operator may also request an additional security deposit or damage waiver.

**10. Navigation Restrictions.** You are not permitted to: Tow any other boat unless with professional assistance and with the agreement of the company;

Cruise after sunset or before sun rise; Enter any restricted or private waters; Venture beyond any navigation restriction placed on hire cruisers (including winter restrictions); Remove or permit the boat to be removed from the water without prior permission; Allow any unauthorised person to carry out any engineering task on the boat; Pilot unaided under Potter Heigham or Wroxham bridges; Permit the boat to be included in any form of race; Exceed the speed limit for the water you are navigating. You must observe all current applicable bylaws and are responsible for apprising yourself of these.

**11. Loss of water.** You are responsible for any charge made by the waterway authorities in respect of Loss of Water and/or Damage to waterway property caused whilst you are in charge of the boat.

**12. Delays or curtailment.** Every boat is cleaned and checked before the start of each holiday and it is unlikely that it will suffer any mechanical breakdown during your holiday. In the unlikely event that a problem does occur, you must report it to the company immediately when all reasonable steps will be taken to rectify any fault. We will not be liable for any consequential loss or damage that you may suffer as a result of a breakdown or damage to the boat however caused. No claim will be accepted if we have not been informed of a problem. We will not be responsible for any issue, delay, curtailment or other detriment that is beyond the reasonable control of the Company or Operator.

**13. Availability.** All bookings are accepted on the basis that the boat will be made available according to these terms and conditions on your agreed holiday dates. It is occasionally not possible to provide the agreed vessel (perhaps due to damage sustained or severe mechanical failure and almost always beyond the Operator's control). In such circumstances, the Operator may cancel your holiday and the Company will, on behalf of the Operator, attempt to find an alternative vessel whether with the same Operator or another, and initially on the same river system. Unfortunately, we would not be able to meet any compensation claims or other expenses in such instances.

**14. Unsuitable hirers.** The Operator reserves the right to decline to accept a booking or to refuse to hand over a boat to any person who, in the Operator's opinion, is not suitable to take charge on the grounds of age, ill-health, disability, inexperience or any other reason, when, in the Operator's opinion, to do so would lead to a serious risk of accident or damage. In such cases, the hire terms paid shall be refunded in full and the contract shall be discharged without further liability on either party. Additionally, the Operator has the right to repossess the boat if it becomes aware of Unreasonable Behaviour, the breaking of laws or these terms and conditions. In such instances, no money whatsoever shall be repayable to the hirer.

**15. Accidents.** Throughout your holiday, you are solely responsible for the safe navigation and handling of the boat. No minor may pilot the boat without the appropriate supervision of a responsible adult; the Operator reserves the right to repossess the boat if it feels that you are neglecting this responsibility. If you are involved in an accident that causes damage or loss to the boat or any third party, you must inform us as soon as practical, get the name of the hirer or owner of any other vessel involved and/or those who witnessed it, along with the vessel's registration number (on the bow of each vessel) along with the operator's name where applicable. No repairs to the boat or its equipment may be initiated without the Operator's consent. You will be required to complete an accident report form upon your return to us. Any accident that renders the boat unsafe will act as a curtailment to the holiday and the company shall, at its sole discretion, provide an alternative vessel if available. In the event

of this not being possible, no monies shall be due to the hirer. We reserve the right to repossess the boat at any time where serious accident or damage has occurred or, in our opinion, 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, we shall not be liable to make a refund of any portion of the hire terms paid.

**16. Your Boat.** All boats are strictly non-smoking. Any breach of this rule will result in the immediate termination of the holiday and all monies paid will be forfeited and rectification charges applied. No boat may be occupied by more people than are stated on the booking documentation or more people than it is advertised as accommodating in the brochure or on licensing plaques. We reserve the right to deduct such charges from any deposit we may hold.

**17. Departure from marina.** The boat operator will advise you of the anticipated departure time from the marina. Boat handover procedures typically take 60 minutes and late arrival may result in a next-day departure.

**18. Damage Waiver, Diver Waiver & Security deposits.** Although our boats are insured, the hirer is primarily responsible for any damage to the boat and/or dinghy or its equipment. **Damage Waiver:** A nonrefundable damage waiver covers the craft in the event of loss or damage. The waiver does not cover dinghies and dinghy associated items, deck gear (including, but not exclusively, boat hooks, mops & brushes, fenders, buoyancy aids, life belts, rhond anchors or mooring warps, mud weights or anchors, flags and flag poles, masts, lump hammers). All loss or damage to deck gear will be chargeable. The Damage Waiver does not cover negligence, wilful or malicious damage. This includes, but not exclusively, operating the boat against instructions and/or guidance of boatyard personnel, printed material, river inspectors/rangers and/or navigation signs. **Security Deposit:** If an additional security deposit is held during your holiday, it will be returned upon the safe and undamaged return of the boat and dinghy (if any) providing there have been no losses or breaches of these terms and conditions. **Diver Waiver:** Your holiday includes Diver Waiver which covers you for the cost of removing any fouling of the propeller but not replacement of ropes, etc. or any loss of cruising time.

**19. Returning the boat.** On the final day of your holiday/hire you must return the boat to our marina by 9am and have departed by 10am. Day boats must be back by the time agreed. The boat must be in a clean and tidy condition and the company reserves the right to make a charge for any extra cleaning on boats that fail to meet this requirement. Any deduction may be taken from your fuel deposit.

**20. Left Items.** The Hirer will be notified of any of the Hirer's possessions that have been left on the boat after it has been vacated. Notice will be made in writing by post or email, generally within fourteen (14) days after the end of the booking period. The cost of returning any item (postage, packing and handling) must be met by the Hirer. If the Hirer does not wish for the item to be returned, the Operators will dispose of it as necessary but reserve the right to levy a charge for any items that are hazardous and/or difficult to dispose of. Any item to be returned will be suitably packed but the Operators accept no responsibility for loss or damage in transit.

**21. Linen.** Bed linen is provided for all occupants notified at the time of booking (additional blankets are supplied during winter). The supply of additional sheets and duvets may incur an additional charge. Tea Towels are provided and Towels are available at an additional charge (free for overseas travellers).

**22. Insurance.** The Hirer is strongly advised to arrange their own travel insurance to give protection in the event that the Hirer is unable, for any reason, to

take up the holiday accommodation at the agreed time or to cover personal loss or damage sustained during the holiday.

**23. Chemicals.** It is the Hirer's responsibility to ensure the safe storage of any chemicals introduced to the boat. You are not permitted to use bleach or any other chemical that is harmful to the environment either in the sink (which discharges into the river) or the toilet where it may react with other chemicals.

**24. Satisfaction.** It is the aim of both the Company and your boat's Operator that you are completely satisfied with your boat, its equipment and its cleanliness when you start your holiday. You will be asked to sign a satisfaction note confirming your boat is clean, properly equipped and that its operation and day-to-day checks have been suitably explained at the time of take-over (you should not sign this note until you have checked your boat accordingly). Any shortcomings must be notified to the Operator immediately they are discovered. Neither the Company or the Operator will consider any claim for shortcomings unless we have been so notified.

**25. Force majeure.** Occasionally, events beyond the Operator's control will affect a booking. For the purposes of clarification, an event beyond the operators control shall include any event that, even with all due care and attention, the Operator could not reasonably predict, foresee or avoid. Such events may include though not exclusively, structural/significant damage to the boat and/or mechanical failure which cannot be reasonably remedied to a safe and acceptable standard before the start of your holiday, shortage of fuel, late return by previous hirers, industrial action, riots, fire, natural and or manmade disasters, war (or the threat of), terrorist activity (or the threat of). In all cases, neither the Company or Operator can accept responsibility for such events and neither will be responsible to pay compensation or expenses where the performance of the contract is affected or that the Hirer suffers any loss or damage as a result of any event beyond the Operator's control.

This shall also include any measure that restricts navigation (whether caused by the navigation authority or any other body that is able to impose a restriction which shall include the Company and the Operator). If the company is prevented by circumstances beyond its control from making the boat available and cannot provide a suitable alternative, we will refund all monies paid by you but no further liability will be accepted.

**26. Legal.** 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. The Hirer hereby consents to the exclusive jurisdiction of the English courts in all disputes. 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 shall be personal to the parties to this agreement and no party may assign or transfer any right or obligations under the agreement without the express written consent of both parties. 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.

**27. Data Protection Policy.** In order to process your booking we need to use the information you provide such as name, address, any special needs etc and send it to the Operator. Proper GDPR compliant security measures are in place to protect your information which we pass on to the relevant Operator of your accommodation who we have checked and are satisfied are also compliant. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not, however, pass any information onto any person not connected to the booking of your holiday without your consent.