



Jacaranda Booking Form

Guest Name:			
Guest Home Address:			
Guest Contact Tel No:		Alternative Contact Tel No:	
Guest email Address:			
Boat being Rented (please circle):	JACARANDA		
Arrival Date:		Departure Date:	
Expected Time of Arrival (please provide an ETA that you can comfortably meet. Late collection beyond 1 hour of time stated may be subject to a charge – please see over).			
<u>Please note that Jacaranda will be available from 1.00p.m. unless otherwise arranged.</u>		<u>Please note that we require Jacaranda to be returned to Hanham Lock at 9.00 a.m.</u>	
Party size:	No of Adults		
	No of Children		
	Please state ages of children		
(i) 10% Booking Deposit payable now		Cheque Enclosed?	Yes / No
(ii) 40% payable within 90 days of departure		Due by	
(iii) Balance payable within 30 days of departure		Balance due by	
(iv) Plus Security Deposit	£250	Refundable upon satisfactory inspection of property after departure	
Total payable (i) + (ii) + (iii)	+ £250 SECURITY DEPOSIT		
Please refer to www.canalboatrentals.co.uk for rates			
Please make cheques payable to:	MARTIN ROBERTS ENTERPRISES LTD		
For office use only			
Confirmation sent			
Receipt sent			
Website Calendar updated			

Rental Agreement

1. Definition

In these terms conditions the "The Company" means Martin Roberts Enterprises Ltd. "The Hirer" means the person or persons named in the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under the agreement. The Conditions means the conditions set out in this form. The price means the price for the booking set out in the booking confirmation. "The start date" means the date when the booking starts as set out in the booking confirmation. "The end date" means the date when the booking ends as set out in the booking confirmation.

2. Booking Agreement

A booking is a legal agreement. Submission of a completed booking form is an offer by the Hirer to hire and the booking agreement is made only if and when the Company confirms the booking by written booking confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding. The agreement includes these conditions which the client accepts having read and agreed them. The entire contract between the company and the Hirer is contained in these Conditions and the booking form and no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Company and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law.

Deposits: When booking 90 days or more from the set arrival date, the Company requires a booking deposit of 10% of the total rental cost. This is NON REFUNDABLE in the event of cancellation. A further instalment of 40% of the total rental cost is due no later than 90 days prior to departure with the balance of 50% payable no later than 30 days prior to departure. If booking within 30 days of the arrival date, full payment is due immediately. The booking deposit is due immediately if paying by credit card or must be received by post within 5 days if paying by cheque. This booking deposit is applied to rental cost. Full payment is due 30 days prior to arrival.

3. Group Bookings, Age Limits and Unsuitable Hirers

Single sex groups and persons under the age of 21 may not hire the boat. The Company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event the Company will refund any monies paid and the contract shall be discharged without further liability on either party. The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.

4. Cancellations and Changes

The agreement (including payment terms) is a legally binding contract and may not be cancelled or amended except as provided in the Conditions. A Hirer who wants to cancel or change a booking must notify the Company immediately by telephone and at the same time confirm in writing. In the event of a cancellation the deposit will be forfeited and the hirer will pay the balance on the due date. The Company may waive the balance price (or part of it) at its discretion if the boat is re-let. It is a condition that the Hirer protects himself against cancellation liability. In the event of any claim being disallowed for whatever reason the Hirer remains liable for the full hire charges. It is therefore that the hirer will take out his own cancellation insurance.

5. Hire Period, Collection and Return of Boat

The Hirer must notify the Company of the time they require collection of the boat. In busy periods when there is another rental returning on the same day, this will be no earlier than 1.00p.m. on the start date. The Expected Time of Arrival (ETA) provided to the Company must be adhered to and delays beyond 1 hour of the ETA provided by the Hirer will be subject to a charge of £20 per hour to compensate the Company. The boat will be returned by 9.00a.m. on the end date, or as otherwise shown in the booking confirmation unless otherwise agreed. Before the Hirer takes the boat over the Company will give the Hirer such instructions, that it sees fit. With particular attention to safety and safe handling of the boat. In the event that the boat is not available because of circumstances beyond the Company's control (for example damage, mechanical breakdown, late return) the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. The boat must be returned by the Hirer by 9.00a.m. on the end date and the Hirer is responsible to allow enough time to ensure prompt return. In the event of delay the Hirer shall be liable to pay the sum of £20.00 per hour or part hour of the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay. This condition is strictly enforced in the interests of subsequent hirers of the boat because the Company may not have time to fit out and deliver the boat to subsequent hirers. The Hirer is responsible to return the boat to the base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay to the Company the cost of recovering the boat.

6. Prices and Payment

Prices are in pounds sterling. The Hirer shall reimburse the Company on demand for any expenses incurred in the, re-presenting cheques. Payment is not made until cash or cleared funds have been received by the Company. The booking deposit must be sent with the booking application. The deposit is 10% of the total. A further instalment of 40% is due not less than 90 days before hire start date. The balance of 50% is due not less than 30 days before hire start date. Time of payment shall be of the essence of the contract. For bookings made within 4 weeks before hire start date full payment must accompany the booking form.

7. Insurance and Security Deposit

The Company insures the boat and equipment and against public liability risks. The policy does not cover personal accident or the Hirer's personal belongings or cancellation and the Hirer is advised to make his own insurance arrangements. The Company's policy excludes damage arising from speeding, still damage, rudder or stern gear, TV, aerials, chimneys, malicious or intentional damage, other vessels and their equipment, the waterway, late return of boat and return of boat in unclean condition. The Hirer will

indemnify the Company from and against all costs, damage, expenses, liability and claims however arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

The Hirer shall pay to the Company a Security Deposit of £250 at the commencement of the rental period to pay for incidental damage to the boat or any items supplied within. The Company reserves the right to make deductions from the Security Deposit to pay for repairing or replacing items damaged or lost during the duration of hire.

8. Safety and Other Rules

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property:- Not to tow other craft or allow the boat to be towed excepting only professional assistance in the event of breakdown or emergency. Not to cruise after sunset or before sunrise. The boat is equipped only for daytime use. To observe all speed limits, not to race and not to cruise at a speed which disturbs or inconveniences other waterway users. Not to take or have on the boat any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV. sets, electrical appliances (other than electric razors), inflammable liquids or substances, gas cylinders, car batteries, firearms or any other items which might create dangers or hazards without the Company's prior written permission. Not to use the boat for business purposes. Not to allow on the boat at any time more than 7 persons. To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft. Not to take the boat on to tidal waters, without the company's written permission. To cruise only on British Waterway approved canals and rivers and Bristol harbour authority Not to have or carry any live bait on the boat. At all times to observe all byelaws, navigational limits or instructions and advice of British Waterways and other navigational authorities and the Company and their respective officers and employees. The Company reserves the right at its discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

9. Accidents

The Hirer is in charge of the boat and is responsible for its safe navigation. In the event of any accident or damage to the boat, other craft or the waterway the Hirer must:- Obtain and record the name of any other boat and names and addresses of all parties involved including the other boat owners and other hirers. Notify the Company by telephone immediately with full details of the accident including damage incurred. NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW ANY OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON. Not carry out or have carried out any repairs without the consent of the Company. Proceed in accordance with and follow the Company's instructions. In the event of accident the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company. In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Company in respect of all liability claims, loss, damage or expenses incurred. The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Waterway Authority for damage to waterway property or loss of water.

10. Maintenance, Repairs, Damage and Breakdown

The Hirer is responsible for and will keep and maintain the boat and its equipment and contents and shall return the same at the end of the hire term in accordance with the Company's instructions and in good clean and tidy order and condition. The Hirer shall notify the Company immediately by telephone in the event of breakdown, damage, theft or loss and shall provide full details and comply with the Company's instructions. The Hirer must not undertake or have undertaken any repairs, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted. While the boat and the contents are insured the Hirer shall be primarily liable to indemnify the Company in respect of any damage or loss arising from any failure of the Hirer to comply with his obligations under the conditions or from carelessness or negligence. The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers. The Hirer shall notify the Company if any of these operations cannot be carried out without risk of accident or damage and shall comply with the Company's instructions. Otherwise the Hirer shall be liable for any loss or damage incurred.

11. Hirers Property

The Company will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other persons property on the boat or elsewhere or however caused except by the Company's negligence. Hirers are advised not to leave any valuable items in the car. The Company may return Hirers property left behind on the boat if claimed.

12. Fuel & Water

The boat will be supplied to the Hirer at the commencement of the hire period with a full tank of diesel and must be returned with the same. It is recommended that on return from Bath direction, the Hirer refuels at Bath (which means that fuel tank will not be completely full by the time of reaching Hanham Lock - but this is acceptable). The Hirer must also refill the water tank and empty the head prior to returning boat (nearest facilities are just before Swineford Lock).

Should the boat NOT be returned with full fuel tank, water tank and empty loo, the Company reserve the right to deduct £50 plus cost of fuel from the Security Deposit.

13. Pets

Well behaved pets are allowed. The Company respectfully requests that pets are kept off furniture and beds.

14. Complaints

The hirer must check the boat and its contents and equipment fully on arrival and notify the Company of any alleged deficiencies or shortcomings before the boat leaves. The Hirer will be responsible for any items which are subsequently found to be missing or damaged. Any shortcomings subsequently discovered must be notified to the Company by telephone immediately in order to give the Company the opportunity to take any necessary 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. The boat may then have been taken over by another hirer and may not be available for inspection

15. Exemption

The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company's negligence or wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss of or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions or cruising, obstructions, repairs or damage to waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non availability of fuel or in respect of any consequential loss, damage, expense, injury, or claim. Hirers are recommended to take out personal holiday insurance cover.

16. Disputes

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Company's sole discretion to a single arbitrator to be agreed between the parties. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

17. Jurisdiction

The contract between the Company and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceedings against the Hirer from the courts in any other country

18. Waiver

No indulgence forbearance or delay by the Company or delay permitted 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.

I agree to the terms and conditions stated in this rental agreement and the associated Policies document (found on www.canalboatrentals.co.uk) and verify that all information provided on the attached confirmation is correct.

Guest Name (Please Print): _____

Guest Signature: _____ Date: _____

Please print, sign and fax this agreement to +44 (0)1761 418333 or post to: Martin Roberts Enterprises Ltd, Wesleyan Chambers, Park Road, Paulton, Bristol, BS39 7QQ