

TERMS AND CONDITIONS OF CHARTER

Hire Cruisers Ltd of Undercliffe Boathouse, Bishops Way, Maidstone, Kent ME15 6XG shall be known as the 'Company' in these conditions. The Company would like to draw attention of party organisers and intending passengers to the following conditions:-

- 1) The capacity of the boat is strictly limited by the Maritime Coastguard Agency and by the Company. Entertainers, etc, hired by the party count as passengers.
- 2) The party organiser shall be the person who accepts this contract.
- 3) Charter rates include crew, bar staff, fuel, etc, but do not include drinks, buffets, refreshments or live entertainment, the liability for which will be solely the party organiser. The party organiser agrees to indemnify the Company for any costs incurred by the Company as a result of the party organisers failure to meet this liability, or as a result of damage caused to the boat or to third parties as a consequence of the conduct of the party organiser or their guests.
- 4) The conduct of the passengers will be the responsibility of the party organisers from whom the skipper will seek instructions concerning the departure of the boat, and to whom the skipper will issue such instructions concerning the conduct of the party, as may be necessary for reasons of safety or convenience.
- 5) Lost time cannot be made up on the river.
- 6) We cannot be responsible for river/weather conditions prevailing at time of charter. If the river rises too much above its normal level and/or windy conditions, we may be unable to pass under a low bridge upstream, therefore, it may be necessary to amend the itinerary. If there is severe flooding we may, in exceptional circumstances, need to cancel completely, in these cases a full refund will be made.
- 7) No food or drink may be brought on board by passengers, any such food or drink to be handed over on request. If passengers arrive at the Kentish Lady intoxicated, the Company will refuse entry.
- 8) If we have good reason to suspect that illegal substances are being used or passengers become violent, we will immediately terminate the charter, inform the police and return to our mooring. In these circumstances no refund will be given.
- 9) A non-refundable deposit of seventy five pounds is required with the booking unless your sail date is less than 14 days, in which case the full amount will be payable.
- 10) With cancellations of less than 14 days, we regret the full boat hire price plus the cost of any buffet and/or entertainment booked must be paid in full.
- 11) Balance of charter fee, buffet and entertainment to be paid 14 days prior to departure unless alternative arrangements have been agreed with the Company.