

Terms and Conditions of Hire

Milton Keynes Marina Ltd is a company registered in England and Wales under company registration number 7027708, and whose registered office is situated at Stoke House Farm, Stoke Road, Stoke Hammond, Milton Keynes. MK17 9BN ("the Company").

Our VAT registration number is 974 8063 82.

Puddling Cruisers is a trading name of Milton Keynes Marina Ltd.

These Terms and Conditions are effective from 2nd November 2013 (v2.0)

1 Booking

- 1.1 You must complete the online booking form which is available through our website www.puddlingcruisers.co.uk.
- 1.2 Your booking is complete once you have received confirmation in writing from the Company (the "Confirmation of Booking"). This will be provided following the Company's receipt of your 25% deposit in cleared funds (see clause 4).
- 1.3 The Company shall hold a provisional booking for 7 days. If we have not received the required deposit within 7 days, we reserve the right to cancel the booking.
- 1.4 You must be 21 years old or over to book and there must be a minimum of 2 participating adults on the booking form. We are unable to accept bookings from single handed boaters, however experienced.
- 1.5 The Company cannot accept bookings from hen and stag parties. Same sex groups of 3 or more people should contact us first before making a booking.
- 1.6 We regret that we are unable to accommodate pets on our boats at this time.
- 1.7 The maximum continuous hire period is 28 days.

2 Prices

- 2.1 The "Hire Fee" is the total amount you must pay the Company to hire a boat for the duration of your booking. This shall be in accordance with the prices published on our website for the selected boat and dates at the time of issuing the Confirmation of Booking.
- 2.2 The Hire Fee is inclusive of VAT, fuel, bed linen, towels, a compulsory non-refundable Damage Waiver fee (see clause 12), discounts (see clause 2.4), plus tuition on boat handling and safe navigation at the start of your holiday. It excludes any optional extras chosen at the time of booking.
- 2.3 The total price payable is the sum of the Hire Fee combined with any optional extras chosen at the time of booking.
- 2.4 We may on occasions offer promotional discounts to the standard prices advertised on our website, or for bookings over consecutive weeks. Any such offer shall be made at the sole discretion of the Company and may be withdrawn at any time.

3 Price Changes

- 3.1 The Company reserves the right to amend prices quoted in published information due to errors or omissions or changes in the rate of VAT. Any such changes shall be notified to you as soon as possible.
- 3.2 You shall be at liberty to cancel the booking 12 weeks' prior to the holiday start date if the amended price is significantly higher than the original price quoted.
- 3.3 Subject to clause 3.1, any changes in the rate of VAT will be borne by you.

4 Payment

- 4.1 A non-refundable payment of 25% of the Hire Fee is payable at the time of booking (the "Deposit"). The Deposit shall be treated as part payment towards the total price payable.
- 4.2 The balance of the Hire Fee together with the full cost of any optional extras must be paid at least **eight** weeks' before the date on which

your holiday is due to start. If your holiday begins less than eight weeks' from the date that the booking is made, the Hire Fee and cost of any optional extras is payable in full at the time of booking.

5 Method of Payment

- 5.1 Payments may be made by cheque (drawn from a UK bank only), credit/debit card, or bank transfer.
- 5.2 Cheques should be made payable to Milton Keynes Marina Ltd and sent to Milton Keynes Marina, Peartree Bridge, Waterside, Milton Keynes. MK6 3BX. We recommend sending cheques by recorded delivery.
- 5.3 Post-dated or undated cheques are not acceptable.
- 5.4 Any charges for handling dishonoured cheques, bank transfers or any other form of payment will be passed on to you. You will be liable to reimburse the Company in full within seven days of such charge being made.

6 Confirmation of Booking

- 6.1 The Confirmation of Booking is a contract between you and the Company which confirms the details of your chosen holiday (boat, dates, optional extras, costs and fees, payment schedule).
- 6.2 Once a Confirmation of Booking has been issued to you by the Company, you are responsible for making payment in accordance with these terms and conditions (see clause 4).
- 6.3 If you wish to change the dates of your booking, the Company shall use reasonable endeavours to facilitate this (subject to availability). An administration fee of £25 may be charged at the sole discretion of the Company.

7 Cancellation

- 7.1 If you cancel the booking giving the Company at least six weeks' notice in writing, you will forfeit the Deposit only.
- 7.2 In the event of cancellation less than six weeks' before the date on which the holiday is due to start, the Company shall use reasonable endeavours to re-let the boat for that period:
 - (a) If the Company is unable to re-let the boat for that period, you will continue to be liable for paying the Hire Fee less any deposit already paid.
 - (b) If the Company is able to re-let the boat for that period, you will forfeit the Deposit only.
- 7.3 Where a booking is cancelled, an administration fee of £25 may be charged at the sole discretion of the Company.
- 7.4 Failure to pay the total price payable as shown on the Confirmation of Booking at least six weeks' before the date on which the holiday is due to start shall be treated as a cancellation and will be subject to the above.

8 Arrival and Departure

- 8.1 All full week holidays start and finish on a Saturday from Milton Keynes Marina, Peartree Bridge, Waterside, Milton Keynes, Buckinghamshire. MK6 3BX.
- 8.2 All weekend holidays start on a Friday and finish on the following Monday from Milton Keynes Marina, Peartree Bridge, Waterside, Milton Keynes, Buckinghamshire. MK6 3BX.
- 8.3 All mid-week holidays start on a Monday and finish on the following Friday from Milton Keynes Marina, Peartree Bridge, Waterside, Milton Keynes, Buckinghamshire. MK6 3BX.
- 8.4 Boarding time is at 3:00pm on the day of arrival. You must advise the Company if your arrival will be delayed by more than 2 hours.
- 8.5 The boat must be returned to the point of departure in a clean and tidy condition by 10:00am on the last day of your holiday.

9 Your Obligations

- 9.1 You (and all other members of your party) agree to the following conditions of hire:
 - (a) Not to exceed the speed limit of 4mph, or travel at a speed which creates a wash that breaks on the bank.
 - (b) To slow right down past moored boats.
 - (c) Not to cruise between sunset and sunrise.

- (d) Not to navigate on tidal waterways or rivers.
 - (e) Not to operate the boat after consuming excessive amounts of alcohol. We must draw your attention to the fact that it is considered an offence to be drunk in charge of any boat on the waterways.
 - (f) To observe and comply with all applicable Canal and River Trust bylaws and regulations.
 - (g) To act responsibly and safely at all times, and to always follow the guidance and advice provided by the Company at handover on boat handling and safe navigation.
 - (h) To be respectful and considerate to other boat users, and members of the public using or living by the waterways.
 - (i) Not to smoke inside the boat.
 - (j) Not to bring pets on board the boat.
 - (k) Not to bring flammable or otherwise hazardous substances on board the boat.
 - (l) Not to bring live fishing baits on board the boat.
 - (m) Not to part with possession of the boat, or share it, except with members of the party registered on the booking form.
 - (n) Not to exceed the maximum number of people the boat is designed to sleep.
 - (o) Not to sell or transfer the booking.
 - (p) Not to use your own electrical appliances or equipment which have not been approved for use on the boat by the Company. The use of chargers for mobile phones, portable audio devices or laptop computers are permitted.
 - (q) To ensure that the boat is always locked and secured whenever it is being left unattended.
 - (r) To take good care of the boat and leave it in a clean and tidy condition at departure to the reasonable satisfaction of the Company.
 - (s) To ensure that all kitchen equipment (including, but not limited to, crockery, cutlery and utensils) are washed and put away in the cupboards provided.
 - (t) To permit representatives of the Company reasonable access to the boat at any time during the holiday.
 - (u) To return the boat to the point of departure by 10:00am on the last day of your holiday.
 - (v) To ensure that all items listed on the boats inventory are present when your holiday commences, and returned to their rightful place in good, clean, working condition when returning the boat. Any discrepancies or breakages must be reported to the Company at the end of your holiday to avoid being charged.
 - (w) To notify the Company immediately in the event of any accident, breakdown or damage sustained to the boat in any way whatsoever.
- 9.2 If you fail to comply fully with any of these obligations, the Company will treat this as a Breach of Contract (see clause 15).
 - 9.3 Where any of these obligations are breached resulting in additional costs being incurred by the Company, these costs will be passed on to you and you are liable to reimburse the Company in full within seven days of receiving such notification.

10 Accidents

- 10.1 In the event of any accident involving a member of your crew or our boat, you must contact the Company immediately with the information below. **You must not admit liability under any circumstances.**
 - (a) Details of any other boats involved. (including boat names and index numbers where known)
 - (b) Names and addresses of all persons involved, and of any witnesses.
 - (c) Full details of the accident including the location, date and time, actions taken and damage caused.
 - (d) Where possible, provide photographic evidence of any damage to the boats or property, and of the surrounding area.
- 10.2 If you are a witness to any other accident not involving our boat, you should advise the Company as soon as possible.

- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude their liability; or
- (d) for fraud or fraudulent misrepresentation.

14.4 In any case in which the Company are proven to have been negligent, except for personal injury or death, then the extent of any such liability shall be limited to the cost of the hire fee less any damage waiver or cancellation charges.

11 Breakdown and Repairs

- 11.1 In the unlikely event of a breakdown, you must contact the Company immediately where upon appropriate action will be taken (see clause 16.3).
- 11.2 All repairs are the responsibility of the Company and should not be put into the hands of others without our authority.
- 11.3 You must not tow or be towed by any other boat without the Company's permission.
- 11.4 Blockages or damage to the toilet caused by misuse (i.e. flushing wipes or incorrect grade toilet paper) are not covered by the Damage Waiver, and will be the subject of an £80 callout fee that will be charged to you.

12 Damage Waiver

- 12.1 A non-refundable premium of £25 per week is included in the Hire Fee. This protects you from any liability for minor accidental loss or damage to the boat and/or its inventory during the hire period. The following exclusions apply and the Company reserves the right to claim the full cost of repairs, replacement and/or compensation from you should any of these events be reported or witnessed;
 - (a) Speeding.
 - (b) Malicious, negligent or intentional damage to the boat, its inventory, the waterway, other boats or structures.
 - (c) Blockages to the toilet caused by misuse.
 - (d) Late return of the boat.
 - (e) Return of the boat in an unclean condition.
 - (f) Unauthorised removal of items listed on the boat inventory.

13 Insurance

- 13.1 The boat is fully insured against public liability and third party risks, however this does not cover you or your party for personal injury or your belongings.
- 13.2 You are strongly advised to take out personal insurance to cover personal injury, loss of belongings or the cancellation of your holiday.

14 Liability

- 14.1 Subject to clause 14.3, the Company cannot accept liability for matters arising beyond the Company's reasonable control, or not due to the Company's negligence or wilful default including without limitation:
 - (a) death or personal injury of Hirers, their crew or passengers; or
 - (b) loss or damage to your property (including, but not limited to, baggage, bicycles, motor vehicles etc.); or
 - (c) non-fulfilment or interruption of the booking; or
 - (d) delays, breakdowns, mechanical problems; or
 - (e) restrictions on cruising, repairs to waterways, non-availability of routes; or
 - (f) acts of god (including, but not limited to storms, floods, shortages of water, ice, and other weather conditions); or
 - (g) non-availability of fuel; or
 - (h) in respect of any accident, loss, damage, costs, injury, expense or any other inconvenience or claim for compensation whatsoever.
- 14.2 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 14.3 Nothing in these conditions excludes or limits the liability of the Company:
 - (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or

15 Breach of Contract

- 15.1 If there shall be a material breach of any of these conditions by you then the Company reserve the right to repossess the boat at any time. In the event of this happening, you will remain liable for the full cost and no refund of any sums you have paid the Company will be returnable to you.

16 Company Regulations

- 16.1 The Company reserves the right to refuse to hand over a boat to any person who, in its opinion, is not suitable to take charge of the boat. In the event of this happening, the Company will reimburse all sums you have paid the Company within seven days. You will have no further claim against the Company.
- 16.2 If the boat shall for some reason become unavailable before the date on which your holiday is due to start, the Company will notify you as soon as practically possible, and will reimburse all sums you have paid the Company within seven days. You will have no further claim against the Company.
- 16.3 If the boat is damaged or suffers a breakdown during your holiday which cannot be rectified within 24 hours of being reported to the Company, the holiday will end. The Company will refund you on a pro-rata basis for each full day of your remaining holiday from the point that you notified the Company. You will have no further claim against the Company.
- 16.4 The Company may amend these Terms of Conditions of Hire at any time. Any changes will be communicated to you if they will become effective before or during your holiday.

17 Leisure Activities

- 17.1 Fishing is permitted from the foredeck (bow) of the boat subject to you holding a valid rod license from the Environment Agency, and you do it within season. The use or storage of live fishing bait on board the boat is strictly prohibited.
- 17.2 A maximum of two bicycles may be stowed on the bike rack provided at the rear of the boat. Bicycles must not be stored inside the boat or on the roof at any time. The bike rack has been provided for your use, however this is at your own risk and the Company cannot be held responsible for any loss or damage. You may require a cycling permit if you are planning on cycling along the canal towpaths. More information can be found on the Canal & River Trust website - www.canalrivertrust.org.uk.
- 17.3 Canoes and kayaks may be stored on the roof of the boat so long as suitable protection is used to avoid damage to the paintwork. The Company cannot be held responsible for any loss or damage.

18 Parking

- 18.1 Parking is available at Milton Keynes Marina at your own risk. The Company cannot accept responsibility for any loss or damage caused to your vehicles.

19 Complaints

- 19.1 If you are unhappy with any aspect of the boat or your holiday, please contact the Company immediately.

20 Data and Privacy

- 20.1 In making a booking the Company will ask for personal information such as your name, postal address, email address, telephone number and payment details. The Company may use this data to inform you about news or information we think may be of interest to you. Your personal details will not be passed on to any 3rd party. By booking with

us you are deemed to have consented to the use of your personal information for these purposes unless you opted out at the time of booking. If you decide at a later date that you would prefer for your information not to be used in this way, please notify us in writing or by email at info@puddlingcruisers.co.uk.

- 20.2 The Company is committed to protecting your privacy. We will only use the information that we collect about you lawfully, and in accordance with the Data Protection Act 1998.
- 20.3 The Company use a 3rd party service provided by BookingBug Ltd (Registered in England and Wales number 06770610) for managing availability and bookings. You should refer to their terms and conditions of use, privacy policy and cookie policy before making a booking: <http://uk.bookingbug.com/docs/termsandconditions.html>
- 20.4 A GPS tracking device is fitted to our boats for your safety, and our security. Positioning data will be collected at regular intervals, and will be used solely by the Company for the following purposes;
 - (a) To locate the boat in the event of an accident or breakdown; and
 - (b) To record the progress of your journey so that we can use this information to improve the content on our website; and
 - (c) To warn you if you are approaching the limits of navigation to be able to complete your return journey to the marina comfortably in the remaining time of the holiday.

21 Validity Condition

- 21.1 If any term or provision in these booking conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

22 Governing Law

- 22.1 The contract embodied in the booking is governed by English law. and subject to the exclusive jurisdiction of the English courts.

All correspondence to:-

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Peartree Bridge
Waterside
Milton Keynes
MK6 3BX

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