

# BOUTIQUE

✿ N A R R O W B O A T S ✿

Terms and Conditions v9 for holiday boats hired from  
Union Wharf Narrowboats Ltd (Boutique Narrowboats)  
Please read this contract with care. You are entering into a legally binding contract.

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## 1. DEFINITIONS

### 1. DEFINITIONS

In these conditions and the Agreement, the following words have the following meanings:

**“Agreement”** means the hire agreement between you and Union Wharf Narrowboats Ltd (Boutique Narrowboats) (the “Company”), which is evidenced by your booking request and the Booking Confirmation and is made on the basis of these conditions.

**“Booking Confirmation”** means the written confirmation issued to you by the Company confirming the hire period, price, place of handover, and other key particulars of the booking.

**“Company”** means Union Wharf Narrowboats Ltd (Boutique Narrowboats), of Union Wharf Marina, Market Harborough, Leicestershire.

**“you”** means the person or persons named in the Booking Confirmation. If there is more than one of you, each of you shall be individually responsible for complying with the Agreement.

**“conditions”** means these boat hire conditions.

**“price”** means the price stated in the Booking Confirmation.

**“start date”** means the start date stated in the Booking Confirmation.

**“end date”** means the end date stated in the Booking Confirmation.

**“hire period”** means the hire period stated in the Booking Confirmation.

**“written”** means that the item has been printed, typed, handwritten, or sent or displayed by email or other electronic

## 2. AGREEMENT

**2.1** When you request a booking via telephone, email, or online, you are making an offer to hire a boat under these conditions. The hire agreement only comes into existence when the Company issues a Booking Confirmation.

**2.2** A provisional or conditional booking is not binding and may be cancelled at any time before the Booking Confirmation is sent to you by the Company. Similarly, the Company may allocate the boat to another party at any time before a Booking Confirmation has been issued.

**2.3** The entire agreement between you and the Company is contained in these conditions, the booking request, and the Booking Confirmation.

**2.4** You are responsible for the accuracy of the personal details and any other information supplied in respect of you and your party. When you receive the Booking Confirmation, please check the details carefully and inform the Company immediately if anything is incorrect.

**2.5** Nothing in these conditions affects your statutory rights.

## 3. RESERVATIONS AND PAYMENT

**3.1** The advertised prices are in pounds sterling (£) and include VAT at the rate applicable on the date of the Booking Confirmation. If the VAT rate or any other tax, levy, or local authority charge changes after the Booking Confirmation is issued, the Company reserves the right to amend the price accordingly.

**3.2** The Company reserves the right to correct errors in advertised or quoted prices at the time of Booking Confirmation.

**3.3** Payment is deemed to have been made when cleared funds are received in the Company’s bank account. Time of payment is essential to the Agreement.

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**3.4** A deposit of 30% of the total hire price is payable at the time of the booking request. The balance is due no less than 8 weeks before the start date shown in the Booking Confirmation.

**3.5** For bookings made less than 8 weeks before the start date, the full hire price must be paid at the time of the booking request.

**3.6** If the final balance is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. You will remain liable for any outstanding balance unless the boat is re-let (see Section 5).

**3.7** The Damage Waiver covers accidental damage only. It does not cover negligence, speeding, late return, or returning the boat in an unclean condition. In such cases, the hirer will be liable for the full cost of repairs, replacement, or cleaning.

**3.8** The Booking Confirmation is not a VAT invoice.

## 4. YOUR PARTY

### **4.1 Personal agreement and obligations:**

The hire agreement is a personal contract between you and the Company, and your identity is a material factor in the Company's decision to accept the booking. You must be at least 21 years of age at the time of booking and authorised by all other members of your party to enter into the Agreement on their behalf. The full names, ages, and permanent addresses of all members of your party must be provided at the time of booking. You are responsible for ensuring that all members of your party are aware of and agree to the terms of the Agreement.

### **4.2 Minimum crew requirement:**

Please note that we do not offer hire to single-handers. Your party must consist of at least two people who are physically capable of operating the boat safely.

### **4.3 Changes to your party:**

Any changes to your party (including additions, substitutions, or removals) after the Booking Confirmation has been issued must be communicated to the Company in writing and approved in advance. Such approval will not be unreasonably withheld.

### **4.4 Special groups and deposits:**

The Company's general policy is not to accept bookings for school parties, youth groups, stag or hen parties, or for any commercial purpose without prior discussion. If your party falls into one of these categories, you must inform the Company at the time of booking. Failure to disclose this information may result in cancellation of your booking without refund. The Company reserves the right to apply a refundable security deposit of up to £600 for certain group types.

### **4.5 Disability and reduced mobility:**

If you or any member of your party has a disability or reduced mobility that may affect your ability to safely enjoy the holiday, you must notify the Company at the time of booking or as soon as reasonably possible. While the Company will do its best to advise on boat suitability, space restrictions and safety considerations may limit accessibility. If the Company reasonably believes it cannot accommodate the needs of your party, it may treat this as a cancellation request (see Section 5)

## 5. CANCELLATIONS AND REPOSSESSIONS BY THE COMPANY

**5.1** The Agreement is a legally binding contract and may only be cancelled or amended by the Company in accordance with these Conditions.

**5.2** The Company may cancel your booking and refuse to hand over the boat, or may repossess the boat at any

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time after the hire period has begun, if in its reasonable opinion:

- You or any member of your party is or appears to be under the influence of alcohol or drugs.
- You are not behaving responsibly or are otherwise unsuitable to be in charge of the boat.
- There has been a material breach of the terms of this Agreement.
- You have failed to disclose relevant information about your party (see Section 4).
- You have not paid any sums due under the Agreement.

**5.3** In such cases, the Company shall be entitled to retain all or part of any payments made and recover any loss, damage, or expense incurred. If the Company is able to re-let the boat for all or part of the hire period, it will give credit for the net sums received and provide an account of any balance due to or from you within 14 days of the end date.

**5.4** The Company may also cancel the Agreement if, in its reasonable opinion, it is unable to safely provide the boat due to adverse weather, mechanical breakdown, or other circumstances beyond its control (see Section 12).

## 6. CANCELLATIONS AND CHANGES REQUESTED BY YOU

**6.1** The Agreement is a legally binding contract and may only be amended or cancelled in accordance with these Conditions.

**6.2** If you wish to cancel or change your booking, you must notify the Company in writing or by email. The date of receipt of written notice will be treated as the effective cancellation date. To increase the chances of re-letting the boat, we recommend that you also notify the Company by phone as soon as possible.

**6.3** The following cancellation charges will apply depending on when your notice is received:

Days before Start Date	Cancellation Charge
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More than 8 weeks	Loss of deposit (including any unpaid portion)
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31 – 56 days	50% of total hire price
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0 – 30 days	100% of total hire price
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**6.4** If the boat is re-let for the same hire period at full price, the Company may refund the cancellation charge paid for those days, minus a £50 administration fee and any applicable bank charges, card charges and deposit. Re-letting at a discount or for partial dates does not qualify for a refund.

**6.5** In the event of cancellation, the Company may offer, without prejudice, a change of hire date. If accepted, the original hire date remains the contract date, and any future cancellation will be subject to the original terms and fees.

**6.6** We strongly recommend that hirers take out travel insurance or cancellation protection to cover unforeseen circumstances.

## 7. HIRE PERIOD

**7.1** The hire period varies depending on the class of boat hired.

- **Boutique Narrowboats:** Handover begins at **2:30pm**.

**7.2** You must notify the Company as soon as possible if your estimated arrival time is delayed or disrupted, as this may cause difficulties and delays in making the boat available to you. Although the Company will do its best to accommodate late arrivals, if the handover cannot be completed until the following day, a £50 fee will be charged to cover additional staffing costs. No rebate will be given for late arrival.

**7.3** Before taking over the boat, the Company will provide appropriate induction and training. Training is offered on a first-come, first-served basis, and there may be a short wait for a trainer depending on arrival times and staffing availability. You are expected to have viewed the Boaters' Handbook before arrival. You will be required to check and sign the Handover Document to confirm that you understand the instructions and demonstrations.

**7.4** If the boat is not available on the start date due to circumstances beyond the Company's control (see Section 12), the Company may substitute a boat with similar accommodation. If no such boat is available, the Company will refund your deposit and any other payments immediately.

**7.5** The Company reserves the right to change the place of handover and return for operational reasons or reasons beyond its reasonable control. If this occurs, the Company will provide written notice in sufficient time to allow you to re-plan your itinerary and arrange any necessary transport.

**7.6** The boat must be returned to Union Wharf Marina by the time stated in your Booking Confirmation. It must be returned in a clean condition: all bins emptied, crockery cleaned and stored, and all surfaces wiped. Failure to do so will result in a £50 cleaning fee.

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**7.7** If you return the boat late or to the wrong location due to poor planning or any other reason within your control, you will be liable to pay £30 for every half hour of delay. You will also be responsible for the cost of recovering the boat and any other expenses or losses incurred by the Company, including the loss or cancellation of a subsequent booking.

## 8. INSURANCE

**8.1** The Company insures the boat, its equipment, and inventory against public liability risks. This insurance covers the boat and its equipment only; it does not include personal injury, loss of personal belongings, or travel disruption. Hirers must arrange their own travel insurance, and both hirers and their crews are advised to take out personal insurance cover.

**8.2** The Company's insurance policy excludes damage arising from speeding, cill damage, rudder or stern gear issues, TV aerials, chimneys, malicious or intentional damage, damage caused by other vessels or their equipment, the waterway itself, late return of the boat, and return of the boat in an unclean condition.

**8.3** You remain responsible to the Company for any damage or loss resulting from breach of the Agreement, deliberate acts, or negligence. The Hirer will indemnify the Company against all costs, damages, expenses, liabilities, and claims arising from the negligence or breach of the Agreement by the Hirer, to the extent that these are not covered by the Company's insurance policy.

**8.4** Included in the hire price is an accidental damage waiver fee. This waiver covers accidental damage only and excludes damage caused by negligence, speeding, cill contact, malicious or intentional acts, late return, unclean condition, or missing inventory items. The Hirer will remain liable for any such costs.

## 9. SAFETY AND OTHER RULES

**9.1** The Hirer agrees to comply with the health & safety rules listed in the Boaters' Handbook and also with the following rules at all times:

- The boat must not be navigated after sunset or before sunrise. It is only equipped for cruising during daylight hours.
- The engine must not be run while stationary between 8pm and 8am.
- You must observe all speed limits, avoid racing, and cruise at a speed that does not create a breaking wash or disturb other waterway users.
- You must give way to laden or unladen cargo boats, sailing craft, rowing boats, canoes, and other human-propelled craft.
- You must not carry or use fireworks or candles on the boat.
- Smoking is not permitted on the boat.
- All supplied technology items (e.g. radios or speakers) must be kept inside the boat.
- You must not use the boat for any commercial purpose.
- You must not tow other craft or allow the boat to be towed, except under professional assistance in the event of breakdown or emergency.
- Only those named on the Handover Document may be carried on board.
- You must not exceed the number of berths approved for the boat.
- You must not take the boat onto tidal waters or the sea without prior written consent from the Company.
- You must not bring or carry any live fishing bait on the boat.
- You must not bring onboard any of the following without prior written permission from the Company: dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances (other than razors), inflammable liquids or substances, gas cylinders, barbecues, car batteries, firearms, or any other items which might create dangers or hazards.
- You must observe all byelaws, navigational limits, and the instructions and advice of the Environment Agency, other navigational authorities, and the Company and their respective officers and employees.
- The Company reserves the right, at its discretion and without liability, to restrict cruising areas or routes in light of prevailing conditions.

## 10. ACCIDENTS

**10.1** You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving you, your party, other people, property, or any craft (including the hired boat), you must:

- Contact Union Wharf Narrowboats Ltd (Boutique Narrowboats) as soon as practically possible.
- Obtain and record the name of any other boats and the names and addresses of any other people involved, using the form provided by the Company (when available).
- Provide full details of the accident and any damage sustained.
- Follow the Company's reasonable instructions.
- Not, under any circumstances, admit or allow any other person on the boat to admit liability to any other party.

## 11. MAINTENANCE

**11.1** You are responsible for keeping the boat and its equipment in a clean and tidy condition throughout the hire period.

**11.2** The boat is handed over ready-fuelled and the hire price includes one tankful. You will not be refunded for any unused fuel.

**11.3** The boat's toilet tank will be provided empty at the start of your holiday. Should the tank become full before the end of the holiday, the hirer is responsible for the cost of emptying the tank. The boat can be returned with a full tank without charge. The toilet must not be used once the tank is full — any damage caused by its continued use will be considered an act of negligence and charged to the hirer.

**11.4** You must notify the Company as soon as practically possible of any breakdown, damage, theft, or loss involving the boat.

**11.5** You must not undertake or commission any repairs, adjustments, or servicing without the Company's prior permission.

**11.6** You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope, or other matter from the propellers and steering gear. You must keep the Company informed of any such incidents.

## 12. EVENTS BEYOND THE COMPANY'S CONTROL

**12.1** Unfortunately, events beyond the Company's control may occasionally affect bookings. When referenced in these Conditions of Hire, such events refer to any circumstances that the Company could not reasonably foresee or avoid, even with all due care.

**12.2** These events include, but are not limited to:

- Mechanical breakdowns or other technical problems affecting the narrowboat that cannot be resolved before the start of your holiday.
- Destruction or damage to the narrowboat that cannot reasonably be remedied to a satisfactory standard before the start of your holiday. This may be due to fire, flood, explosion, storm, accident, break-in, criminal damage, or similar causes.
- Flooding, water shortages, obstructions, repairs, or damage to waterways, structures, or facilities (such as locks or bridges) that prevent or affect your ability to take the confirmed holiday.
- Adverse weather conditions and tides that restrict navigation or passage through bridges and other infrastructure.

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- Late return of the boat by previous hirers.
- Shortage or non-availability of fuel for the boat.
- Industrial action, riots, civil unrest, natural or nuclear disasters, fire, war, threat of war, actual or threatened terrorist activity, and other similar situations.

**12.3** The Company shall not be liable to pay any compensation, damages, costs, or expenses for any claim arising from causes beyond its reasonable control.

## 13. HIRER'S PROPERTY

**13.1** Vehicles may be left entirely at their owner's risk in the marina car park or in car parks made available to you by others. The Company accepts no liability for any loss or damage to vehicles, their contents, or your property on the boat or elsewhere, unless such loss or damage is caused by the Company's negligence.

**13.2** The Company may take reasonable action to silence car alarms in the marina car park and recover any associated costs from you. This includes compliance with the requirements and obligations under the Noise and Statutory Nuisance Act 1993.

**13.3** The Company will return any property found on the boat that has been accidentally left behind, provided it is claimed promptly. You must either arrange collection or agree to pre-pay for any postage and packing. Property not claimed within one month from the end date of the hire agreement may be disposed of by the Company.

## 14. PETS

**14.1** Pets are only permitted on designated pet-friendly boats. It is the hirer's responsibility to check the status of the boat regarding pet allowance, as this information is provided on the Company's website.

**14.2** You must provide appropriate baskets, blankets, or crates for your pets.

**14.3** All pets must be properly house-trained or caged as appropriate, must never be left unattended, and must not be allowed on bedding or upholstery under any circumstances.

**14.4** Pets and any damage or additional cleaning caused by them are not covered under the Company's insurance policy. You will be liable for any damage or loss caused by pets, including any extra cleaning required.

## 15. INVENTORY

**15.1** You will be required to sign for the inventory on taking the boat over. Any shortcomings discovered during the hire period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify the matter.

**15.2** You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the hire period, unless such damage is covered by the Company's insurance or the accidental damage waiver.

## 16 EXCLUSION AND LIMITATION OF LIABILITY

**16.1** The Company shall not be liable to pay any compensation, damages, costs, or expenses for any claim arising from causes beyond its reasonable control, which could not have been mitigated or avoided. These causes include, but are not limited to:



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- Death or personal injury to hirers, their crew, or passengers.
- Loss of or damage to any person's property, including the boat.
- Non-fulfilment, interruption, or delay to the booking.
- Breakdowns, mechanical problems, latent defects, or damage to the boat.
- Restrictions on cruising, obstructions, repairs, damage, or closure of waterways.
- Non-availability of routes or navigational works.
- Storms, floods, droughts, ice, shortage of water, or other weather or climatic conditions.
- Rationing, shortage, or non-availability of fuel.
- Consequential loss, damage, or expense incurred by you, including the cost of alternative transport, accommodation, or other holiday provision.

**16.2** The Company's total liability to you and any person claiming through you, in respect of all claims arising under the Agreement (excluding claims for personal injury or death due to the Company's negligence), shall be limited in aggregate to twice the total price paid by you under the Agreement.

**16.3** You shall be liable to the Company for any loss or damage caused by your behaviour or the behaviour of any member of your party.

## 17. WEBSITE

**17.1** The specifications of boats, their accommodation, facilities, and equipment shown on the Company's website are intended as a general guide. The Company shall not be liable for any insubstantial differences in the boats supplied and reserves the right to make modifications without prior notice.

**17.2** Alterations may occur during rebuilding or refitting. Boats within the same class may differ in layout, colour, or features. Layout plans are for guidance only and are not to scale. Some boats may include steps or other features not shown in the diagrams.

**17.3** If your party includes any infirm or disabled individuals, you should make relevant enquiries before booking to ensure the boat is suitable for your needs.

## 18. LAW AND JURISDICTION

**18.1** This Agreement shall be governed by the law of England and Wales.

**18.2** Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

**18.3** Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

I, ..... [Insert Full Name] confirm that that I am authorised by all members of my party to submit their personal details and sign on their behalf and that we agree to be bound by these Booking Conditions.

Signature: ..... Date:  
.....