

## **J Martin & Son Boat Hire Terms & Conditions**

1.1. What these terms cover. These are the terms and conditions on which you may hire a boat from us for the Rental Period (the “Services”).

1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3. As lead hirer you agree to these terms on behalf of each other person on your booking (your “Crew”). You will nominate a captain which could be yourself or any other member of the crew over 18 and the captain will be responsible for handling the boat in accordance with the handover procedure given upon arrival. You agree to be responsible for ensuring each member of your Crew adheres to these terms and conditions, where applicable.

## **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1. Who we are, We are J Martin & Son

2.2. How to contact us. You can contact us by telephoning our customer service team at 07368128565 or by writing to us at [info@martinsboathire.com](mailto:info@martinsboathire.com)

2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. ” Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

## **3. OUR CONTRACT WITH YOU**

3.1. How we will accept your order. Our acceptance of your booking will take place when we email you to confirm it, at which point a contract will come into existence between you and us.

3.2. Your order number, we will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## **CONDITIONS FOR BOAT RENTAL & ALCOHOL POLICY**

4.1 The Captain hiring the boat must be at least 18 years of age and must remain sober throughout the entire duration of the journey (the “Rental Period”). Valid proof of identity may be required for proof of age of the captain hiring the boat.

4.2 Alcohol is permitted on our boats.

4.3 There is a limit of 2 litres low strength beverage (5% Alcohol or less) such as beer, cider, premixed spirits or 1 750ml champagne, prosecco or wine per person.

4.4 We reserve the right to refuse access to the boats if any member of your crew is deemed to be showing signs of excess alcohol consumption (in our sole discretion) before your Rental Period commences. Refunds will not be offered if we refuse you/ your Crew access to the boats due to excess alcohol consumption.

4.5 Anti-social behaviour will not be tolerated. Any reports of anti-social behaviour will be taken seriously, and your Rental Period will be ended if we deem your behaviour to be of an anti-social manner.

4.6 The Lead hirer assumes the full responsibility of the boat and all it’s equipment as well as the Crew.

4.7 Management reserve the right to refuse hire at their sole discretion.

## **5. LOOKING AFTER THE BOAT**

5.1 Lead Booker has the full responsibility and shall be held accountable for the BOAT and all its equipment during the entire duration of the journey.

In case of accidental damage to the BOAT, the engine or other equipment the renter is liable for a maximum **£1000** of repairing such damage as we will determine. If we determine that the damage has been caused by intentional, reckless, or negligent behaviour the lead Booker is liable for the full cost of the damage.

## **6. USING THE BOAT**

When making a booking and agreeing to these terms and conditions, you agree to the following rules in relation to use of the boat.

6.1 The Captain is responsible for ensuring the boat is navigated safely on the river in accordance with the regulations set out by the Environmental Agency.

6.2 The Captain and all passengers must remain in the boat at all times except in emergencies.

6.3 A safe distance must always be kept between all other vessels and users on the water.

6.4 We encourage customers to all wear lifejackets during the entire journey for your own safety. Should you choose not to wear a life jacket or to remove your life jacket you do so at your own risk.

6.5 No bathing, swimming, or jumping into the river is permitted at any time.

6.6 Rubbish must not be thrown into the water; rubbish must be retained and disposed of in an appropriate manner.

6.7 No portable heating or cooking equipment such as barbeques or camping gas stoves allowed on the boat.

6.8 Music players and anti-social behaviour (which we will be entitled to judge in our opinion) of any kind is not allowed on the boat.

## **7. HANDOVER PROCEDURE**

When you arrive for your booking, we will undertake a detailed handover process with the captain to ensure you are able to safely operate the Boat.

### **ADDITIONAL COSTS**

8.1 If you do not return the Boat on time at the end of your Rental Period you will be charged to the nearest 15 minutes at the hourly rate.

8.2 It is your responsibility as the renter to inform us if the Boat is not back before closing time. If this is not done and we deem it necessary to start a search for the boat, the costs, and expenses in connection with this will be charged to you.

8.3 We reserve the right to fine you £35 per each instance of anti-social behaviour as outlined below:

- Your designated captain of the Boat seen drinking alcohol.
- Getting off the boat for any reason other than an emergency
- Public urination
- Not keeping a safe distance between boats
- Anti-social behaviour of any kind, staff discretion is used.
- Littering
- Repeated complaints about being too loud.
- The Boat being returned excessively unclean

## **9. YOUR RIGHTS TO MAKE CHANGES**

9.1 If you wish to make a change to the date of the Services, please contact us. We have a 48-hour cancellation policy whereby any cancellations must be received 48 hours

in advance – cancellations or reschedules will not be allowed within 48 hours of agreed rental start time.

## **10. OUR RIGHTS TO MAKE CHANGES**

10.1 All self-drive rentals are subject to river conditions on the day; We reserve the right to postpone bookings due to severe weather conditions or any other extenuating circumstances. We may change the date or time on which we provide the Services as part of proper management of our booking system, but if we do so we will notify you in advance of your previously allocated slot and you may choose to end the contract and receive a refund for a slot for Services which you have paid for but not received, Refunds will be issued via the original payment method.

10.2. Any payment made by the renter will be paid back via the original payment method. Otherwise, no refunds will be given in any circumstance, including but not limited to termination of the hire due to breach of these terms by renter and/or captain(s).

10.3 Other minor changes to the Services. We may also make changes or other aspects of the Services which are advertised:

(a) to reflect changes in relevant laws and regulatory requirements

(b) to implement changes to the boat, for example as part of an upgrade or replacement of our fleet. These changes will not affect your use of the product or the booking.

10.4. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make changes to the nature of the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund via the original payment method for any products paid for but not received.

## **11. PROVIDING THE SERVICES**

11.1 We will provide the Services on the date and at the time set out in the order confirmation that we send to you.

11.2 We will not be responsible for any delay in provision of the Services.

11.3 If you fail to arrive within 10 minutes of your allocated hire time agreed at the time of booking, we have the ability to end the contract and you will not be entitled to the Services and will not be entitled to a refund. We also have the ability to allocate your booked boat to another hirer if you have not arrived 10 minutes past your allocated rental time.

## **ENDING THE CONTRACT**

### **12. YOUR RIGHTS TO END THE CONTRACT**

12.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get a service re-performed or to get some or all your money back)

(b) If you want to end the contract because of something we have done or have told you we are going to do.

(c) If you have just changed your mind, you are able to get a refund if you cancel your booking more than 48 hours in advance of your start hire time. Refunds will be issued via the original payment method.

12.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end

immediately and we will refund you in full via the original payment method for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 10).

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control.

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons.

(e) you have a legal right to end the contract because of something we have done wrong.

8.5. When you don't have the right to change your mind. You do not have a right to change your mind in respect of the services once these have been completed.

## **9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

9.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Email [info@martinsboathire.com](mailto:info@martinsboathire.com) Please provide your name, order number, details of the order and phone number.

## **10. OUR RIGHTS TO END THE CONTRACT**

10.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) we do not receive your payment.

(b) you fail to adhere to health and safety guidelines detailed in the Handover Procedure, Rental Conditions, or any other condition in this contract

10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 10.1, we will be entitled to keep any money you have paid in advance for Services we have not provided.

## **11. IF THERE IS A PROBLEM**

11.1. How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone us on 07368128565 or

email [info@martinsboathire.com](mailto:info@martinsboathire.com) Alternatively, please speak to one of our staff on site.

11.2. Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is services, for example hiring a boat the Consumer Rights Act 2015 says:

1. a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
2. b) If you have not agreed a price beforehand, what you're asked to pay must be reasonable.
3. c) If you have not agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## **12. PRICE AND PAYMENT**

12.1. Where to find the price for the product. The price of the Services will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of advised to you is correct. However please see Clause 12.2 for what happens if we discover an error in the price of the product you order.

12.2. What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid via the original payment method.

12.3. When you must pay and how you must pay. We accept payment with all major credit and debit cards or PayPal. You must pay in full at the time of booking.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

J Martin & Son

13.2. We are responsible to you for only for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Services.

13.5. We are not liable for business losses. We only supply the Services for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **OTHER IMPORTANT TERMS**

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.1. How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you.
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.3. We will only give your personal information to third parties where the law either requires or allows us to do so.

## **15. ADDITIONAL IMPORTANT TERMS**

15.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

15.2. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment later.

15.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **16. Photography, Filming and Experiential Marketing**

16.1 Filming and Photography that is for commercial use and/or requires access aboard one of our boats will need prior approval. All photography and filming of a commercial nature is subject to a charge. Production companies must provide a location agreement and public liability insurance certificate prior to filming.

## **17. Passengers with medical conditions**

17.1 Passengers with specific medical requirements must be reasonably satisfied that before they board the boat that they are medically fit to travel. If you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of a Boat or could cause you difficulty if you do not have medical assistance before the trip has ended then you should not hire. If you have any doubt whatsoever you are obliged to seek professional medical advice before travelling with us. Whenever you are aware of a health condition, but have been advised that you are fit to travel provided certain precautions are taken (for example, use of medication), it is the passenger's responsibility to ensure that all such precautions are in fact taken before, during and after the trip, as the case may be and that you are able to produce written evidence of your fitness to travel, if requested to do so.