

## Swallowtail Boatyard - Terms & Conditions of Hire

Any contract to hire a boat incorporates Conditions No. 1 – 22 below and is between the boat operator (Colin Buttifant) and you (the hirer). The contract is made in England and is governed in all respects by English Law.

1. Hire Terms: All terms are quoted in sterling per week for the boat, equipped as described unless otherwise stated. As soon as the booking is made by you and confirmed, the hire terms are guaranteed.
2. VAT: The hire terms include VAT at 17.5% but they are subject to change if the VAT rate changes.
3. Additional Persons: The number of persons indicated for each boat must not be exceeded, except where provision for extra persons is specified and agreed by Colin Buttifant.
4. Pets: Pets may be allowed aboard the boat, with the prior permission of Colin Buttifant.
5. Deposit: To secure your booking you must send us the advertised deposit within 7 days of making a booking. Until you receive written confirmation from us that your deposit has been received, your booking is not secured. If your deposit reaches us and your booking can no longer be secured, the deposit will be returned to you.
6. Final Payment: Once your booking is confirmed you are responsible for the whole of the hire terms. The balance of hire must be paid to Colin Buttifant no later than 30 days before the hire starting date, or as stated on the Booking Confirmation.
7. Alteration Fee: If you wish to alter any of your holiday arrangements after booking has been confirmed you must notify us in writing and we will do our best to help. An alteration fee of £15 may be charged for any revised invoicing required.
8. Cancellation: If you cancel your booking you must immediately notify Colin Buttifant in writing by first class post and enclose your Booking Confirmation. In all cases of cancellation the deposit is forfeited. Colin Buttifant will endeavour to re-let the boat but unless such re-let is obtained you will remain responsible for the payment of the balance of hire unless your notice of cancellation is received in writing more than 60 days before the start of the holiday start date. You are therefore advised to organise your own holiday insurance.
9. Non-Arrival: If you do not arrive at the boatyard by 8pm on the day following of hire and you have not advised the boat operator that you will be late, the boat operator shall be entitled to place the boat for re-let forthwith. Under the foregoing circumstance, and in accordance with Conditions 8 above, if the boat is re-let for only part of the period of hire, you are responsible for the remaining portion of the balance of hire.
10. Boarding of Yacht: Unless otherwise stated the normal time for boarding the boat is 4pm on the hire start date. Yachts are let on the understanding that the boat operator will give you a trial run to explain the controls of the boat and its equipment, after which you are responsible for the boat (see Condition 17). If the boat operator is prevented by circumstances beyond his control from making the boat available and cannot provide a suitable alternative, he will refund all monies paid by you but no further liability will be accepted. You should notify the boat operator of any deficiencies in equipment on the boat before the boat leaves the boatyard. Failure to do so may render you liable for payment in accordance with Condition 17. Any shortcomings later discovered should be notified to the boat owner so they can be remedied for you. No claims can be considered after your holiday for shortcomings not so notified.
11. Return of Yacht: Unless otherwise stated you must return the boat (including all its gear and equipment) in a clean and tidy condition to the boat operator at the boatyard where it was hired by 9am on the final day of hire, where the owner may wish to undertake an inventory check. The boat operator may make a charge if the boat is not returned on time or if it is not returned in a clean and tidy condition.
12. Minors: Booking from persons aged under 18 cannot be accepted.
13. Suitability of Hirer: The boat operator reserves the right to decline to accept a booking or refuse to hand over a boat to any person or group where in the opinion of the owner or operator facilities are not suitable for the person or any group member on the grounds of age, ill health, disability, inexperience or any other reason. In such case all sums paid will be refunded in full and the contract shall be discharged without liability on either party. The boat operator reserves the right to repossess the boat at any time where a serious accident or damaged has occurred or in the opinion of the boat operator is likely to occur because of the unsuitability of the hire due to age, ill health, disability, inexperience or any other reason. In such cases the boat operator shall not be liable to make a refund of any portion of the hire terms paid.
14. Hirers Equipment: You may not take on the boat, without the boat operators prior permission, portable heaters of any type, lighting equipment or anything which may cause danger to the boat, its equipment or its occupants.
15. Fuel: A full tank of fuel is provided on commencement of hire, which should be sufficient for your holiday. However, if additional fuel is required a charge may be made at the current rate for such fuel.
16. Injury or Damage to You or Your Property: The boat operator is not liable for death, personal injury, or loss or damage to you or your property, or property belonging to or in the possession of the hirer or any member of the hires party (including any motor cars parked at the boatyard or their contents) unless it is caused by the boat operators negligence or wilful default.
17. Damaged to the Boat and its Equipment: The boat is insured but you are responsible for it and its gear and equipment. You are expected to take all reasonable care of it and to report and pay for any damage or for equipment lost, damaged, broken or stolen. All equipment, utensils, etc must be returned in a clean condition at the end of the hire period. A Security Deposit is payable at the start of the hire to Colin Buttifant, who reserves the right to vary the amount of Security Deposit charged. You are responsible for loss or damage to the craft, its equipment or any Third Party up to this amount. If no loss or damage is incurred and the craft has not been involved in any accident, the Security Deposit will be repaid to you.
18. Navigation Restrictions: On no account may you: (a) Tow, or be towed by other cruisers unless with professional assistance, (b) Cruise after dark, (your boat is not equipped or insured for night navigation), (c) Permit your boat to be taken out to sea, (d) permit your boat to take part in any race. You must navigate in accordance with current byelaws and must observe the speed limits applicable to the waterway. On the Norfolk Broads no boat may be taken below Haven Bridge, Great Yarmouth, or through the lock at Oulton Broad.
19. Accidents: You have charge of the boat and are responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the case of any accident or damage to the boat or to other craft or to waterway property it is your responsibility to: (a) Find out the name of any boat involved together with the name of its owner and hirer, and (b) Report these facts to the boat operator together with full details of the damage as soon as possible. No repairs may be put in hand without the boat operators consent.
20. Yacht Delays or Curtailment: Every boat is checked before the start of each hire cruise so it is unlikely that your boat will suffer a mechanical breakdown. If a breakdown of any kind should occur, you must report it to the boat operator immediately so that steps can be taken to repair and enable you to resume your cruise. Provided that the boat operator is so informed he will take steps to repair the boat and its equipment as speedily as practicable in the circumstances. Apart from the above obligations the boat operator shall, not be liable whatsoever in respect of any direct or consequential loss or damage that you may suffer, whether financial or otherwise, as a result of such breakdown. The boat operator shall not be responsible for the consequence of delays or restriction of cruising arising from obstructions, repairs or damage to navigation works, flooding, shortage of water, industrial action, fuel rationing, shortage of or non-availability of fuel or other cause, and the boat operator reserves the right to restrict cruising if unusual or hazardous conditions prevail.
21. Specifications: Every effort has been made to ensure that individual boat descriptions contained in the brochure are correct. However, the right is reserved to make modifications to the boat specifications that are considered necessary in the light of operating requirements. Layout plans in the brochure are for general guidance and are not to scale.
22. Disputes: Any dispute, difference or question which may at any time arise out of the contract or the subject-matter thereof shall be referred to a single arbitrator to be agreed upon between the parties (or failing agreement to be nominated by the Chartered Institute of Arbitrators on the application of either party) in accordance with the provisions of the Arbitration Act 1950, or any statutory modifications or re-enactment thereof for the time in force.

THESE CONDITIONS SUPERSEDE ALL PREVIOUS ISSUES.

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