

## London & Thames Boat Company Charter Terms and Conditions 2018

1. These conditions govern the hiring of a vessel from London & Thames Boat Company (referred to as LTBC) on the date and for the period and function as specified on the final job sheet as agreed by you.
2. These conditions supersede all previous conditions and shall apply to all hiring's of the vessel and may only be altered with the written consent of LTBC
3. A deposit payment of £500 is required to confirm the hire date. The deposit may vary if a block booking event is made, the deposit and all payment terms would be outlined in the quotation document, and related addendums. All bookings with agreed prices will be confirmed to the Hirer by LTBC. Failure to pay the deposit will result in LTBC cancelling the booking. Payment of the deposit will confirm acceptance of our Terms and conditions within and as shown on our website, along with any specific quotation.
4. Any person named on the booking shall be considered the Hirer. Where two or more persons are named they shall each be considered the Hirer and shall be jointly and severally liable under these conditions. Should personnel change within a corporate booking it will be deemed that the "Company" is the Hirer.
5. The Hirer is requested to pay a deposit of £500 or an amount as maybe required, to confirm the booking. The balance of the Quotation amount or the amended total Charter Quotation (less the Deposit Amount) is to be paid 7 days prior to the event. The Hirer shall notify LTBC of the minimum numbers expected. A balance invoice based on that figure will then be raised for payment by return. For non-standard charters where offer documents have been issued the payment terms will supersede those in these terms and conditions. (Subject to Clause 3 above).
6. Once booked, any Pier changes may incur a 'change of Pier' charge. In addition, any unscheduled Pier stops during your Charter, for whatever reason, will be charged to the Hirer.
7. The Hirer undertakes to pay LTBC all other sums due within 7 days of receiving the invoice and CLEARED funds for the full balance of your charter must be received no later than 7 days prior to the Event. LTBC reserve the right to cancel the booking if the balance remains unpaid 7 days from the event date.
8. If an Account Bar has been requested, 70% of the estimated spend will also be due. If the invoice is not paid in accordance with sub-clause 5 above, LTBC will charge interest on the balance due at the rate of 1% per month from the date of the invoice until the date of payment before or after judgement. If as a result of non-payment of any invoice within prescribed terms, a charter has to be cancelled then LTBC will retain 25% of the total paid to cover costs, this is non-refundable. At the time of the booking the Hirer shall state as accurately as possible to LTBC the number of persons expected to attend the function.
9. Minimum number must be advised 14 days prior to event, the invoiced balance is due for payment 7 days prior to the event. This will be the minimum number charged although numbers may be able to be increased up to 7 days prior to the event. Any increase in

numbers will be invoiced at the time of request and be payable before commencement of charter.

10. If the Hirer has cause to cancel the event the deposit is not refundable unless by prior agreement with LTBC. Should the cancellation occur within 42 days of the date of the function then the Hirer will be liable for the balance of the charter costs if the vessel cannot be re-let. A cancellation received within 72 hours before the date will also incur the liability of catering and entertainment costs.

11. The nature of the function shall be notified to LTBC at the time of the bookings and LTBC may, at its absolute discretion and without giving any reason, may refuse to let the vessel to the Hirer.

12. Nothing shall be affixed to any part of the vessel by any means whatsoever without prior written consent of LTBC. Any advertising needs to be agreed with the PLA independently by the hirer.

13. Any charges will be made as specified on the Hirers booking form. However, wine, sprits, beer and other beverages will be charged as taken and are available on board at fixed prices. (The Hirer will be asked to sign for any items on account at the end of the function). The Hirer is not permitted to take on board any beverages for use during the hiring, unless by prior arrangement. All beverages brought on board, by arrangement or otherwise, shall be subject to a corkage charge, or may be confiscated.

14. As all our vessels are licensed premises, liquor may only be served between 10:00am and 01:00am. Our licence holder aboard has final jurisdiction on all liquor related matters and all guests are reminded that no alcohol may be served to anyone under the age of 18 or appearing to be under age. Proof of age may be asked for and in the absence of this, if in doubt alcohol will not be served. LTBC reserves the right to ask any guests who abuse this rule or purchase drinks on behalf of minors to leave the vessel.

15. The Hirer must not allow his party to board until 15 minutes prior to the pre-arranged charter time.

16. If the Hirer has any comments during the function, a representative from LTBC, the Captain or Function Manager will be happy to discuss this with the Hirer. Any complaints must be notified to either the Captain and/or Function Manager at the time of the Hire, and then restated in writing to the office no later than 3 days after the Hire. Failure to comply with this request will indemnify the Company from the payment of any compensation.

17. During the hire, the vessel will remain under complete control of the Captain and the crew. If for weather, tidal or other reasons the Captain considers it necessary to vary the scheduled trip, his decision will be final. The Captain will endeavour to bring the vessel alongside 15 minutes before the times stated on the booking form to facilitate the embarkation and disembarkation. If on the upper Thames the Environment Agency display 'RED BOARDS' and due to safety conditions it is deemed un safe to cruise a static charter may be completed by prior notification.

18. There are rare occasions where LTBC reserves the right to substitute or replace a vessel, without requiring permission from the Hirer. LTBC undertakes to replace only with a

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boat of equally or better standard and that it will meet the number of passengers as stipulated by the client, either on the booking form or over the phone. No additional charge will be incurred by the client.

19. The Hirer shall be liable for any loss or damage to the vessel or its equipment of fittings caused by the Hirer or any person in their party. Any glass, cutlery or crockery broken or removed from the vessel will be charged to the Hirer at cost price. In certain circumstances LTBC reserves the right to demand a security deposit which will be refundable, less the cost of any breakages or losses, after completion of the charter.

20. LTBC reserve the right to substitute glasses with plastic ones, if whilst the charter is underway it is felt there will be considerable breakages.

21. A cleaning charge may be levied on occasions where guests do not respect our property to cover mainly carpets and upholstery unduly soiled during a function period.

22. If the Hirer brings on-board any item(s), these will remain the Hirer's responsibility. This also applies to anything left behind; LTBC cannot be held responsible for any lost possessions.

23. All prices are subject to change without notification. All quotations are guaranteed for 60 days from the date of this offer.

24. LTBC is a trading subsidiary of Berkshire Boats Ltd.

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