

## • BOOKING DETAILS •

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Post Code \_\_\_\_\_  
Telephone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_  
Will this be your first canal holiday  Yes  No  
Boat Name \_\_\_\_\_  
Maximum number in party \_\_\_\_\_  
I wish to hire for (period) \_\_\_\_\_  
Departing (date) \_\_\_\_\_  
Number of cars \_\_\_\_\_ Pet charge (£25 each) £ \_\_\_\_\_  
I heard about you through  *Waterways World*  *Canal Boat*  Recommendation  
 Internet  Saw boats on Canal  Other \_\_\_\_\_

### PAYMENT DETAILS

Deposit as per scale \_\_\_\_\_ £ \_\_\_\_\_  
*Nicholson's No. 5 North West and the Pennines* (£14.75 inc. p&p) £ \_\_\_\_\_  
*Pearson's Canal Companion for Pennine Waters* (£9.99 inc. p&p) £ \_\_\_\_\_  
Leeds & Liverpool Geo Map (£5.49 inc. p&p) £ \_\_\_\_\_  
**I enclose the remittance now due** £ \_\_\_\_\_  
Please make cheques payable to "Pennine Cruisers"

### **PAYMENT BY CREDIT CARD** (all major credit/debit cards accepted)

I would like to pay through my credit/debit card VISA/MASTERCARD/EUROCARD/  
DELTA/SWITCH (American Express not accepted)

Name on Card: \_\_\_\_\_ Switch issue no: \_\_\_\_\_  
Card No: \_\_\_\_\_

Valid from date: \_\_\_\_\_ Expiry date: \_\_\_\_\_ Security code: \_\_\_\_\_

*Payment by credit card will be subject to a 2% surcharge*

I am over 21 years of age. I have read and agree to be bound by the Conditions of Hire contained within this booking form. I understand that I shall buy a damage liability waiver (single non-returnable payment of £30).

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please return to Pennine Cruisers, The Boat Shop, 19 Coach Street, Skipton, North Yorkshire BD23 1LH • Tel: 01756 795478 • Fax: 01756 700213 • www.penninecruisers.com  
Email: sales@penninecruisers.com • VAT No. 766 9107 94*

# PENNINE CRUISERS OF SKIPTON

## MY PARTY WILL CONSIST OF THE FOLLOWING:

Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	
Name _____	Address _____
(Age if under 20) _____	

## CONDITIONS OF HIRE

- BOOKING** – The booking contract is between you (the hirer) and Pennine Cruisers (the company).
- A booking is a legal agreement. The booking confirmation is your invoice. The initial payment must be sent with the booking form, as per deposit scales. Balance of hire is due no less than 6 weeks prior to departure. Bookings made less than 6 weeks before the date of the holiday must be paid for in full at the time of booking. You may pay by cheque or card.
- DAMAGE WAIVER** – A £30 non-returnable accidental damage waiver should be sent at the same time as the balance. You will be covered in the event of any damage, loss or accident to your boat or its inventory during your holiday. Exclusions to the waiver are damage resulting from excessive speed (reported or witnessed) – the limit is 4 miles per hour; malicious, negligent or intentional damage to the boat, its equipment, the waterway, other boats or structures; damage

to the rudder or skeg due to cill damage in locks; and the return of the boat in an unclean condition. In the case of any of the above being reported, we shall claim the full cost of repairs, replacement or compensation.

**4. GROUP BOOKINGS, AGE LIMITS, SINGLE SEX PARTIES, UNSUITABLE HIRERS** – The full names and addresses and ages of all members of the hirer's party must be entered on the booking form. The company will not accept bookings from hirers under 21. The company reserves the right to refuse to hand over the boat to any person, who in their opinion is not suitable to take charge. In such cases all hire charges shall be refunded in full and all liabilities of the hirer and the company will cease; the company also reserve the right to decline any booking without giving any reason. Single sex parties will be considered after discussion with the company and will be subject to an extra charge of £70 as an additional returnable deposit.

5. **INSURANCE** – The company insures the boat and equipment against public liability risks. The policy does not cover personal accident, the hirer's personal belongings or holiday cancellation and the HIRER IS STRONGLY ADVISED TO MAKE HIS OWN INSURANCE AND CANCELLATION COVER ARRANGEMENTS.

6. **CANCELLATIONS AND CHANGES** – If for any reason we require to cancel your holiday, we will refund all payments made by you towards the boat hire in full, and the hirer shall have no further claim against the company.

A hirer who wants to cancel a booking must notify the Company immediately in telephone and at the same time in writing. The deposit and balance will be forfeit and a claim will have to be made using the hirers own cancellation insurance.

A Hirer who wants to change the date of the holiday will be charged an administration fee of £20 per booking.

7. **SAFETY AND OTHER RULES** – The hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property:

Not to tow other craft or allow the boat to be towed except only professional assistance in the event of a breakdown or emergency.

Not to cruise after sunset or before sunrise; the boat is only equipped for daytime use.

To observe all speed limits, not to race and not to cruise at a speed which creates breaking wash or disturbs or inconveniences other waterway users.

Not to take or have on the boat any dinghies, inflatables, portable heaters, 240 volt electrical appliances (other than electric razors), inflammable liquids or substances, gas cylinders, car batteries, firearms or any other items which might create dangers or hazards. BBQ's are not to be used on board.

Not to use the boat for business purposes without the prior consent of the Company.

To allow the boat to be occupied only by the persons named in the booking confirmation.

To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

Not to take the boat on to the sea or tidal waters without written permission from the Company.

No person under 18 years of age may control the boat, locks or other moving structures without the supervision of a competent adult at all times.

To cruise only on British Waterways Approved canals and rivers.

Not to carry any live bait on the boat.

At all times to observe all bylaws, navigational limits or instructions and advice of British Waterways and other navigational authorities and the Company and their respective officers and employees.

The Company reserves the right at its discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

8. **EXEMPTION** – The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company's negligence or wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, loss of or damage to property, non fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions on cruising, obstructions, repairs or damage to waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non availability of fuel or in respect of any consequential loss, damage, expense, injury or claim.

9. **HIRER'S VEHICLES AND PROPERTY** – Parking is provided for the convenience of customers, but we must emphasise that we can accept no liability for loss or damage to customers vehicles or their contents, unless proven to be caused by the negligence of the Company.

The Company may take such action as may be necessary to silence car alarms in the Company's car park and to recover the costs from the Hirer.

Property left on boats can only be returned after receipt of agreed postage and packaging charge, property not claimed within 2 months of the end date will be disposed of.

10. **ACCIDENTS** – The Hirer is in charge of the boat and is responsible for its safe navigation. In the event of any accident or damage to the boat, other craft or the waterway the Hirer must:

Obtain and record the name of any other boat and names and addresses of all parties involved including the other boat owner and other hirers.

Notify the Company by telephone immediately with full details of the accident including damage incurred and information of names and addresses.

**NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW ANY OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.**

Proceed in accordance with and follow the Company's instructions.

In the event of an accident the Company may reassess the boat and the hiring contract shall then terminate without liability on the Company.

In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Company in respect of all liability claims, loss damage or expenses incurred.

The Hirer is liable for and shall indemnify the Company against any claim or charge made by any Waterways Authority for damage to waterway property or loss of water.

11. **MAINTENANCE** – The hirer is responsible for and will keep and maintain the boat and its equipment and contents and shall return the same at the end of the hire term in accordance with the Company's instructions and in good clean and tidy order and condition.

The hirer shall notify the company immediately by telephone in the event of a breakdown, damage, theft or loss and shall provide full details and comply with the Company's instructions. The hirer must not undertake or have undertaken any repairs, adjustments or service without the Company's prior approval. Any repair or replacements by the Hirer without the Company's approval will not be accepted.

The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or any other matter from propellers. The Hirer shall notify the Company if any of these operations cannot be carried out without risk of accident or damage and shall comply with the Company's instructions otherwise the Hirer shall be liable for any loss or damage incurred.

12. **FUEL, GAS, PUMPOUTS** – The cost of diesel fuel and two bottles of gas is included

in the price. In the unlikely event that you should run out of gas, you should contact the company. Toilet tanks, when used in accordance with the relevant instructions in the boat manual, should have sufficient capacity for one week. Where a pump out is required, the Hirer must retain a valid receipt for which they will be refunded. The company may make a fuel surcharge if there is a material increase in fuel costs or duty.

13. **HANDOVER** – The Hirer must collect their boat between 1.30pm and 3pm on the day of departure, and must return and be vacated by 9.30am at the latest on the end day. In the event that the boat is not available because of circumstances beyond the Company's control (for example damage, mechanical breakdown, late return) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. It is a requirement of British Waterways that boat instructions are given to at least two competent members of the crew to show that the boat is in good working order.

14. **PETS** – Pets are allowed on the boat. Hirers must provide their own pet basket or blankets. All pets must be properly house trained or caged as appropriate, must not be left unattended and must not be allowed on bedding or seating.

15. **COMPLAINTS** – The Hirer must check the boat and its contents and equipment fully on arrival at the boat yard and notify the Company of any alleged deficiencies or shortcomings before the boat leaves the boat yard. The Company shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period. The boat may then have been taken over by another hirer and may not be available for inspection. Letters should bear the Company's booking reference.

16. **BROCHURE** – The description of the boats in this brochure are generally accurate but the Company will not be liable for any minor inaccuracy that may exist. Maps and plans are not to scale, may have steps not shown and are for guidance only. If the Hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking.