

# ABINGDON BRIDGE MARINE LIMITED

## TERMS AND CONDITION OF HIRE

1. The Company will do all it reasonably can to ensure that vessels run to the times advertised or to times agreed in case of privately hired vessels. However, all times are approximate and circumstances such as force majeure, strikes, lock-outs, breakdowns, delays at locks and other causes beyond the Company's control may prevent vessels from operating punctually or indeed at all. The Company will not be liable for any loss or damage arising from delay, the failure of any vessel to operate, unfavourable weather, strong stream conditions or the failure of any passenger to board a scheduled vessel.
2. Boat charters are subject to the river and weather conditions being satisfactory at the time of sailing. If strong stream, wind or any other adverse conditions beyond the Company's control prevent a sailing taking place, the vessel would remain moored for the duration of the charter. If adverse conditions prevent a vessel collecting passengers from a venue, the Company's liability to the client shall be no greater than the amount paid by the client to the Company in respect of the booking.
3. Descriptions of vessels. Most vessels in our fleet are similar to those shown in our current brochure. The Company reserves the right to withdraw vessels from service and to operate alternative vessels or trips.
4. Bookings of vessels shall not be final until a deposit equal to one half of the price has been paid and the balance must be paid at least two weeks before the date the trip is to take place; otherwise the booking may at the discretion of the Company be deemed cancelled. If it is wished to make a cancellation the cancellation shall not be effective until written notice thereof has been delivered to the Company. In the event of cancellation or whatever reason the deposit will be forfeited. For cancellation up to 28 days before the trip only 50% of the deposit will be forfeited and the person in whose name the booking is made shall be responsible for any further expenses incurred by the Company.
5. A vessel privately hired by reference to passenger capacity may at the discretion of the Company be substituted by another similar vessel of equivalent capacity. The Company shall also have the option to substitute another similar vessel of equivalent capacity or a specific vessel privately hired in the event of that vessel being withdrawn from service or prevented from operating as required or at all for any reason. In the event of no similar vessel of equivalent capacity being available for all or part of the period of a hiring the Company shall refund the appropriate portion (equivalent to the period of the hiring for which no such vessel is available) of the hire fee.
6.
  - (a) The hirer has had the opportunity to inspect a typical vessel (e.g. as illustrated in the Company's passenger boat brochure). The Company gives no warranty that a vessel hired is suitable for the hirer's purpose.
  - (b) The Company bases its charges upon private use of its vessels by hirers and does not carry insurance against loss of profits on the part of the hirer in the event of unforeseen delay, cancellation or unavailability of a suitable vessel.
  - (c) In the event that a hiring does not take place as a result of non-performance by the Company, the Company's liability is expressly limited to the return to the hirer of the deposit and other monies actually paid to the Company in respect of the hiring. Any loss of other costs, or claims, damages or expense arising from such non-performance are in all respects at the hirer's risk and the hirer is recommended to insure against such risk.
7. No claim of whatever nature shall be enforceable against the Company unless written notice thereof has been given within fourteen days of termination of the trip from which it arises.
8. The Company reserves the right to refuse to book or to cancel any bookings taken or to carry any person/persons without giving any reason; but in the event of cancellation of the booking by the Company, the Company will be liable to refund any monies taken in respect of the booking. The Company will not be liable for any loss or damages arising from the cancellation.
9. The person in whose name a private hire reservation is made shall be responsible for all payment of account and for the conduct of passengers during the booking and on disembarking. The hirer shall make good and/or pay for all losses, damage or breakages to any fixtures, fittings, machinery or equipment resulting from the conduct of passengers. Unless previously agreed by the Company no passengers are allowed to bring alcoholic drinks on board the company's vessels.
10. In the case of privately hired vessels, tickets must not be put on general sale to members of the public unless written permission has been given by the Company.
11. Dogs are welcome aboard our vessels as long as they are on a lead and are accepted at the discretion of the management.