

WWW.MARINECRUISES.CO.UK

Marine Cruises
■ Canal Holidays ■



MARINE CRUISES

Nursery Cottage, Liverpool Road,
Moston, Chester, CH2 4BA

*'Take a Break in the Slow Lane and Enjoy a
more Relaxed Pace of Life.'*

holidays@marinecruises.co.uk

01244 373911



Our Canal Holidays

Hiring a canal boat from Marine Cruises makes a great holiday or short break for families or for groups of friends. Marine Cruises are proud to introduce our purpose built narrow boats to you, our valued customer, in mind. all are professionally fitted to the highest standard to provide both comfort and standards you expect from a first class hire fleet operator. we have been designing and fitting boats for some years now, and are delighted that we can offer you the chance to enjoy your holiday on one of the best designed and equipped hire fleets on the canal system.

Step back into a period when speed was classed as hours per mile - rather than the other way round. Cruising along the waterway that permits you to breathe the fresh, clean air that's freely available outside our towns and cities.

You'll share the peaceful world with moorhens, coots, grebes, herons as well as the amazing kingfisher, all of whom have made the canal their home. You'll travel when you want, stop and tie-up when the mood takes you, giving you the unparalleled level of freedom to explore gardens, parks and country houses when you feel inclined.



LLANGOLLEN CANAL

This canal is one of the most beautiful canals in Britain, its scenery changing from isolated sheep pastures to ancient peat mosses, from tree lined lakes to the foothills of Snowdonia. There are locks, tunnels, castles, villages, pubs and the magnificent aqueducts of Chirk & Pontcysyllte which have been awarded World Heritage status.

From our new Llangollen & Shropshire Union base at Swanley Bridge Marina, you can cruise the full length of Llangollen canal. You can also start to circumnavigate the Four Counties Ring within a few hours and reach Chester or be on the Cheshire Ring, Macclesfield Canal or Caldon Canal in a few days.

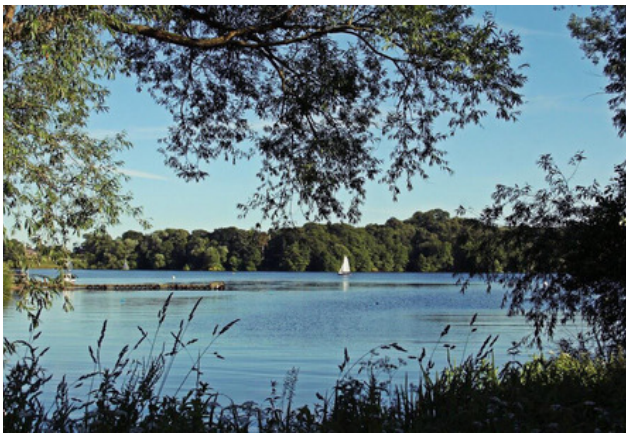
Castles too, plus museums and other sites of interest are dotted along the canal's winding miles, ensuring an ever-changing panorama - making every day different from the last. Working the locks, steering your boat and other crew activities creates a uniquely fun working atmosphere that brings all the team on board together.

And our Falkirk Base is right at the foot of the stunning Falkirk Wheel, with routes west towards glasgow, enabling you to cruise to major cities in one holiday through great scottish lowlands scenery!

The Falkirk Wheel was opened by the queen in 2002 and this magnificent feat of engineering has once again linked the Forth & Clyde Canal to the Union Canal.

The Falkirk Wheel is a significant landmark rising some 115ft above the carron valley - and could easily be described as "Ferris Wheel for boats"! in the space of one short week, you can visit Glasgow and Edinburgh, passing through The Falkirk Wheel, an experience not to be missed on this amazing rotating boat lift, the first of its kind in the world. The scottish canals are serene and beautiful with minimal traffic, mainly just the swans gliding by and the occasional friendly face of a british waterways lock operator.





You can visit Whitemere as you pass through Ellesmere on the Llangollen Canal from our Swanley base.



Our routes are particularly beautiful around Autumn time, with leaves crunching underfoot.



Our Falkirk base is at the foot of the Falkirk wheel and you can even visit the Kelpies along the way.

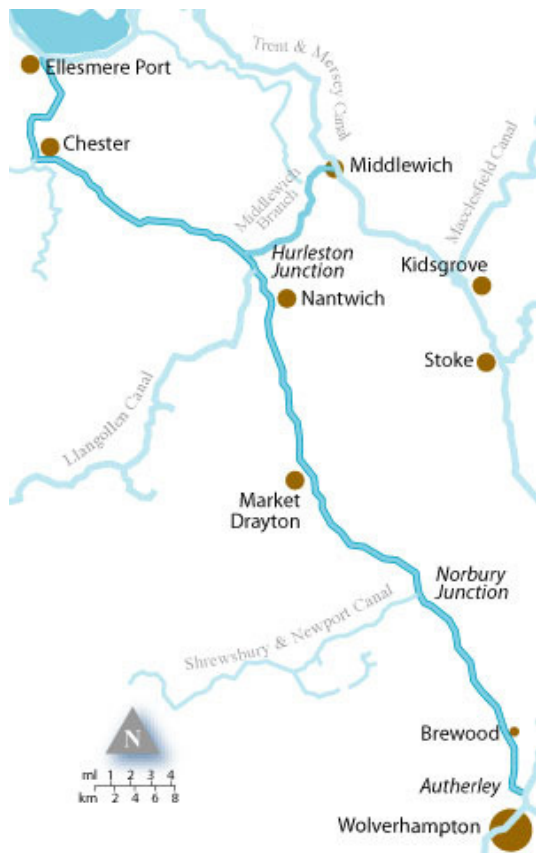
SO WITH ALL THAT CHOICE, HOW DO YOU CHOOSE?

Well, it really depends on what sort of narrowboat holiday hire you want! if you are a first time hirer or want a relaxed holiday with time to explore your surroundings, think about the Shropshire Union Canal, Coventry and Ashby Canals, or the Scottish Canals. 'Out and back' routes are great for first timers because you don't need to worry about getting the boat back on time, just turn around and start heading back half way through the week!

If you want a more energetic cruise with plenty of things to see and do, including locks, then try the Llangollen Canal or the Trent and Mersey Canal. Or cross Scotland visiting both Glasgow and Edinburgh.

If you want a cruising ring, rather than an out and back route, you are spoilt for choice , the Four Counties Ring can be done in an active week or a more leisurely fortnight. If you have a little longer you can consider the Cheshire Ring or Warwickshire Ring.





SHROPSHIRE UNION

The Shropshire Union Canal runs from the edge of urban Wolverhampton through wonderful canal holiday scenery across some of the most rural and least populated areas of England on its way to the River Mersey at Ellesmere Port.

Two weeks allows the Shropshire Union Canal to be explored with comfort from our Swanley base. A Chester only trip is possible in one week from Llangollen. This is a spectacular route of deep cuttings, straight lines, aqueducts at Stretton and Nantwich and high embankments with panoramic views over the Welsh Marches. The flights of locks like the 15 at Audlem are grouped together and make a breathtaking descent onto the Cheshire Plains.

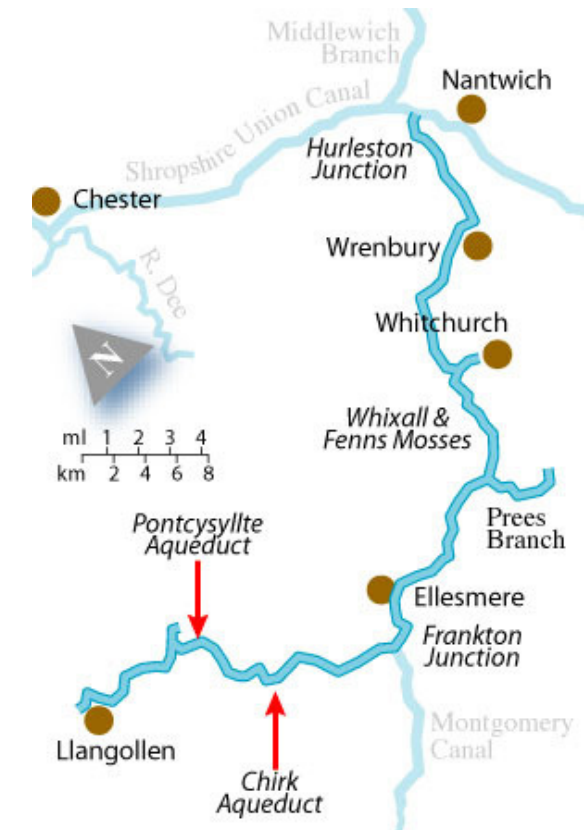


ROUTES FROM SWANLEY



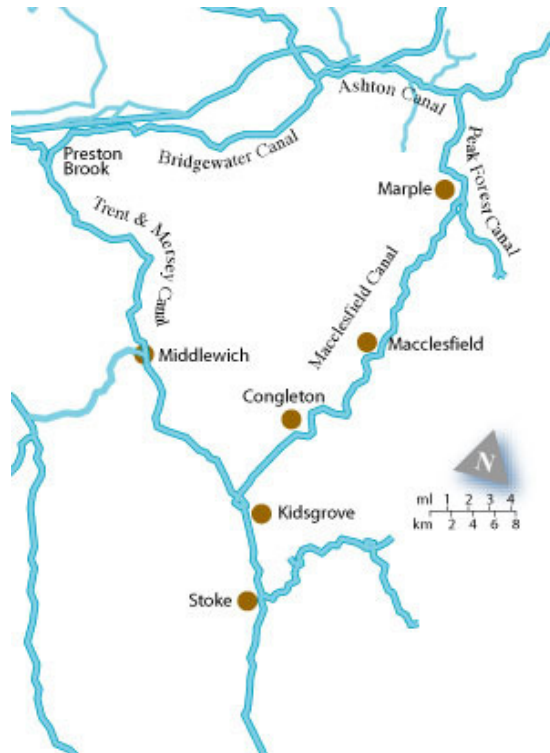
LLANGOLLEN CANAL

The Llangollen Canal climbs gradually from pleasant Cheshire farmlands, crosses ancient peat mosses and winds around pretty meres to reach the foothills of Snowdonia at Llangollen. On a one week canal holiday from our Swanley base, you can explore the whole of the Llangollen Canal. The highlight of the canal for many are its aqueducts, recently awarded World Heritage Centre status. Chirk aqueduct is a sturdy stone built construction with ten masonry arches, ut at Pontcysyllte the cast iron trough that contains the water is carried on narrow stone piers 126 ft above the River Dee. The view from both is, often literally breath-taking!



CHESHIRE RING

The Cheshire Ring can be cruised from our Swanley base in a very busy week cruising for over eight hours each day, or in two weeks if you prefer to take your time and explore. You can travel in either direction around the ring. The Cheshire Ring makes a great narrow boat holiday hire route for more experienced boaters. On a Ring Route you don't need to retrace your steps, you see somewhere new each day, but you do have to be able to plan your time and keep to that deadline of getting the boat back on time! Some people prefer out and back routes because all you have to do is turn around halfway through your holiday! The Cheshire Ring is more suited to experienced boaters because the Ashton Canal south of Manchester is fairly urban and the locks and bridges can be hard to operate.

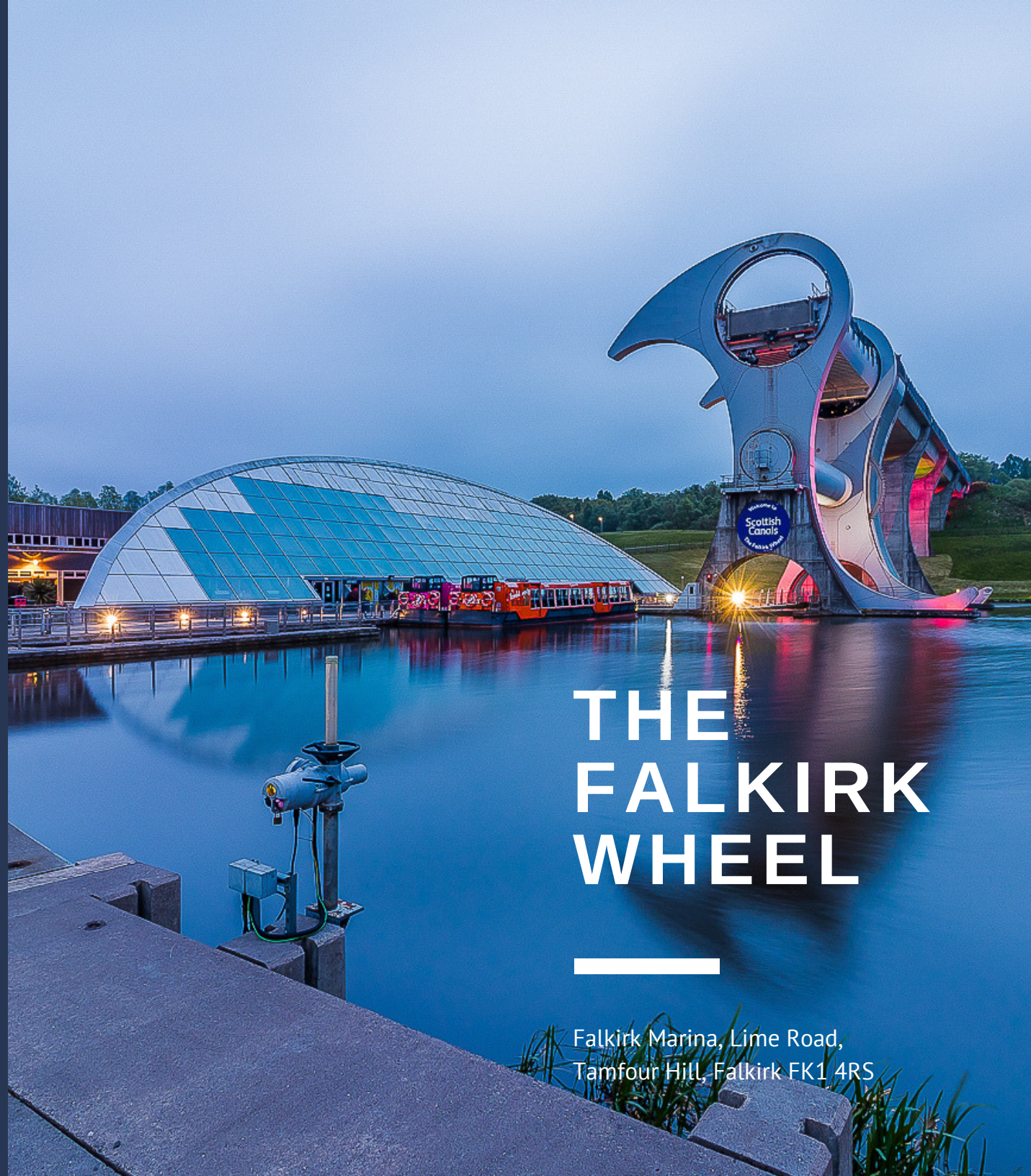


THE FOUR COUNTIES

From our Swanley base you travel off the Llangollen Canal down Hurleston locks and then up the Shropshire Union Canal for a short distance to Barbridge, where you turn right to Middlewich. On the Trent and Mersey Canal, you have plenty of locks to climb from the Cheshire plain to reach the summit level and the iron red waters of Harecastle Tunnel. The canal falls southwards past the Pottery works and Wedgwood factory with its visitor centre down through the pretty canal town of Stone to the junction at Great Heywood where you can meet the Staffordshire and Worcestershire canal. The Four Counties Ring can be cruised from our Swanley base in a fairly busy week cruising for about eight hours each day, or in two weeks if you prefer.

When plans were drawn up to reopen the Forth and Clyde Canal and the Union Canal as part of a £84.5 million Millennium project, one of the major obstacles to overcome was how to link the two canals, and thereby the cities of Glasgow and Edinburgh. The flight of eleven locks which originally made the link had been filled in in 1933, so plans were drawn to replace them with a type of canal lift, quicker to use and more efficient with water use than a flight of locks. The last canal lift built in the UK was the Anderton lift in 1875, so it was felt that modern technology and design could create not just an efficient link between the canals but also an iconic sculptural structure symbolising the regeneration of the canal and area. It is 35 metres high and replaces a flight of 11 locks since filled in.

Scottish canal holidays can offer you so much... you can cruise into two major cities, cross mighty aqueducts, pass through tunnels and visit ancient places, stopping en-route to eat and drink at one of the canal-side or restaurants - or just cruise gently on, taking in the peace, beauty and tranquillity of the Scottish Lowlands.



THE FALKIRK WHEEL

Falkirk Marina, Lime Road,
Tamfour Hill, Falkirk FK1 4RS



MAIA

Available from our Swanley base.

Berth 2-4

Length 47ft Headroom 6ft 3ins Minimum.

Maia can sleep up to four in two double beds, one of which is in the lounge. She is very well quipped with one bathroom including a full size shower, WC and sink. She has a very spacious lounge and kitchen area in a reverse layout to maximise room and plenty of wardrobe/cupboard space.

Double Glazed Front Windows.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks

DEBBIE

Available from our Swanley base.

Berth 2-4

Length 58ft Headroom 6ft 3ins Minimum.

Debbie is lovely cruiser stern narrowboat for two sets of adults with two permanently made up double beds. Alternatively the rear double bed can be made up by us as two singles, so Debbie is also ideal for a family with two children or two friends. She has a comfortable front cabin with freestanding armchairs.

Double Glazed Front Windows.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Single Beds 6"3 x 2' interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks





KIMBERLEY

Available from our Swanley base.

Berth 4-6

Length 58ft Headroom 6ft 3ins Minimum.

Kimberley can sleep up to six in three double beds, including the optional one in the lounge. Alternatively the double in the rear bed cabin can be made up as two singles. She is very well equipped with two bathroom areas, one with shower. There is a spacious lounge and plenty of wardrobe/cupboard space.



Double Glazed Front Windows.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Single Beds 6"3 x 2' interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks

SUZANNE

Available from our Falkirk base.

Berth 6-8

Length 62ft Headroom 6ft 3ins Minimum.

Suzanne is a spacious 62 ft cruiser stern narrowboat with three separate sleeping areas plus an optional two berths in the lounge area. She can have two permanent doubles plus two single berths, or one double and four singles. She has two separate WC/washbasin areas, one with shower.

Double Glazed Front Windows.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Single Beds 6"3 x 2' interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks



LUCY

Available from our Swanley base.

Berth 6-8

Length 69ft Headroom 6ft 3ins Minimum.

Lucy has a very flexible layout. She can sleep six to eight in three double beds, including the optional double in the lounge or she can also be configured as six single berths plus the double in the lounge. With two toilet areas, one with shower. Lucy has a spacious lounge which makes her a great boat for cruising with larger mixed parties or family.

Double Glazed Front Windows.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Single Beds 6"3 x 2' interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks





HAYLEY

Available from our Swanley base.

Berth 8-10

Length 70ft Headroom 6ft 3ins Minimum.

Hayley is a great narrowboat for a larger group, sleeping up to ten in three double beds and four singles. The two singles in the lounge are optional, the three doubles and other two singles can be left made up. She is very well equipped for group and large family cruising with two separate WCs and wash basins.

Carpeted Throughout (except kitchen & bathroom)

Double Beds 6"3 x 4' Interior Sprung Mattress.

Single Beds 6"3 x 2' interior Sprung Mattress.

Full Central Heating with Radiators & Airing Cupboard.

Colour TV DVD Player

Radio/CD Player

Full size Shower

140 Gallon Stainless Steel Water Tank

4 Ring Gas Cooker with Oven & Grill

Electric Fridge with Freezer Compartment

Cigar Lighter Plug Point for Mobile Phones, etc

Macerator Toilet to Discrete Tanks

Cruiser Stern

Conditions of Narrow Boat Holiday Hire

Please read these conditions carefully. They are part of the agreement and contain legal obligations and liabilities of the Hirer.

1. DEFINITIONS

In these conditions and the agreement:

"the Company" means Marine Cruises.

"the Hirer" means the person or persons named in the booking confirmation.

Where there is more than one Hirer they shall be individually responsible and liable under the agreement. The Conditions means the conditions set out in this form. the price means the price for the booking set out in the booking confirmation.

"the start date" means the date when the booking starts as set out in the booking confirmation.

"the end date" means the date when the booking ends as set out in the booking confirmation.

2. NARROW BOAT HOLIDAY HIRE BOOKING AGREEMENT

A booking is a legal agreement. Submission of a completed booking form is an offer by the Hirer to hire and the booking agreement is made only if and when the Company confirms the booking by written booking confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding. The agreement includes these conditions which the client accepts having read and agreed them.

The entire contract between the company and the Hirer is contained in these Conditions and the booking form and no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is any such person authorised to undertake any liability whatsoever on behalf of the Company. These conditions can only be varied with written permission of the Company signed by a director of the Company. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Company and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as liability in respect of any particular statement or representation may not be excluded by law. Extras. Bookings for TV. sets and other optional extras are taken subject to availability on start date.

3. GROUP BOOKINGS, AGE LIMITS AND UNSUITABLE HIRERS

The Company's prior written consent is required for bookings by persons under 21 years old. A Hirer who wants to make such a booking must provide full details with booking form and be prepared to give further information.

The Company may at its discretion cancel any booking made in contravention of this condition before or at the start date. In this event any money paid will be forfeited and any balance payable will remain due unless the Company is able to re-let. If the Company is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses.

The Company may at its discretion cancel the booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of age, ill health, disability, inexperience, suspected influence of alcohol or drugs or any other reason. In this event the Company will refund any monies paid and the contract shall be discharged without further liability on either party.

The Company may repossess the boat at any time if in the opinion of the Company the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.

4. CANCELLATIONS AND CHANGES

The agreement (including payment terms) is a legally binding contract and may not be cancelled or amended except as provided in the Conditions.

A Hirer who wants to cancel or change a booking must notify the Company immediately by telephone and at the same time send written confirmation by recorded delivery post.

The company reserves the right to levy an administration charge of £50.00 for any alteration to a booking made by the hirer after it has issued a booking confirmation. In the event of cancellation, the deposit will be forfeited and the hirer will pay the balance price on the due date. The company may at its own discretion waive the balance price if it is successful in re-letting the boat for the whole of the hire period. It is therefore strongly recommended that the hirers protect themselves against cancellation liability by taking out cancellation protection. In the event of any claim being disallowed for any reason the hirer remains liable for the full hire charges. In the event of the company being unable to re-book the boat the hirer will remain responsible for the full hire price unless covered by a cancellation protection scheme.

Cancellation by us

Should a boat suddenly become unavailable for the dates hired by you due to unforeseen circumstances, all efforts will be made to offer suitable alternatives. If this is not possible, then all monies paid by you (the Hirer) will be refunded to you in full with no deductions but the company will incur no further liability of any kind. Under no circumstances will the company be liable to refund any amount exceeding the amount paid by the Hirer.

5. NARROW BOAT HOLIDAY HIRE PERIOD, COLLECTION AND RETURN OF NARROW BOAT

The Hire period will normally be available between 2.30p.m. and 4.00p.m. on the start date and the boat will be returned and vacated by 9.30a.m. at the latest on the end date or as otherwise shown in the booking confirmation.

The Hirer must notify the Company of any likely delay in arrival as soon as possible by letter or if this is not practicable by fax or telephone

Before the Hirer takes the boat over the Company may give the Hirer such instructions, demonstrations and trials as it thinks fit and require the Hirer to check and sign the contents, inventory and boat Handover/Acceptance. 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. The boat must be returned to the base and vacated by the Hirer by 9.30a.m on the end date and the Hirer is responsible to allow enough time to ensure prompt return. In the event of delay the Hirer shall be liable to pay the sum of £50.00 per hour or part hour of the delay in returning the boat or giving possession and to indemnify the Company in respect of all other expenses and losses it may sustain by reason of such delay. This condition is strictly enforced in the interests of subsequent hirers of the boat because the Company may not have time to fit out and deliver the boat to subsequent hirers.

The Hirer is responsible to return the boat to the base. If the Hirer fails to do so except for unavoidable cause the Hirer will be liable to pay to the Company the cost of recovering the boat.

The Company reserves the right without liability to hand the boat over at and/or to require the boat to be returned to a site other than the designated boat yard if operational circumstances make this necessary.

4. 6. PRICES AND PAYMENT

Prices are inclusive of V.A.T subject to changes in VAT. rate before you have paid the price in full. The booking confirmation and booking invoice are not V.A.T invoices. Prices are in pounds sterling. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due on the due date. Payment is not made until cash or cleared funds have been received by the Company. The booking deposit must be sent with the booking application. The deposit is 25% of the total.

The balance of the price is due not less than 56 days before hire start date.

Time of payment shall be of the essence of the contract. For bookings made within 56 days before hire start date you must pay the full price with booking form. Without prejudice to any other rights of the Company it may charge interest (both before and after any judgment) at the rate of 3% over the Company's bankers base lending rate on any monies due from the due payment date until the date of payment and interest shall accrue from day to day.

7. INSURANCE AND SECURITY DEPOSIT

The Company insures the boat and equipment and against public liability risks. The policy does not cover personal accident or the Hirer's personal belongings and the Hirer is advised to make his own insurance arrangements.

The Company's Damage Waiver policy excludes damage arising from speeding, still damage, rudder or stern gear, TV. aerials, chimneys, malicious or intentional damage, other vessels and their equipment, the waterway, late return of boat and return of boat in unclean condition. The Hirer will indemnify the Company from and against all costs, damage, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's Damage Waiver policy. The Hirer will pay a compulsory non refundable damage waiver per booking. .

8. 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 excepting only professional assistance in the event of breakdown or emergency. Not to cruise after sunset or before sunrise. The boat is equipped only for daytime use.

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

Not to take or have on the boat any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV. sets, 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 without the Company's prior written permission.

Not to use the boat for business purposes.

Not to allow to be on the boat at any time more than 1 2 persons. 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 sea or tidal waters.

To cruise only on Canal and River Trust (CRT) approved canals and rivers.

Not to have or carry any live bait on the boat.

At all times to observe all byelaws, navigational limits or instructions and advice of CRT 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.

9. 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 owners and other hirers.

Notify the Company by telephone immediately with full details of the accident including damage incurred.

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

Not carry out or have carried out any repairs without the consent of the Company.

Proceed in accordance with and follow the Company's instructions. In the event of accident the Company may repossess 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 Waterway Authority for damage to waterway property or loss of water.

10. MAINTENANCE, REPAIRS, DAMAGE AND BREAKDOWN

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 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, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted. While the boat and the contents are insured the Hirer shall be primarily liable to indemnify the Company in respect of any damage or loss arising from any failure of the Hirer to comply with his obligations under the conditions or from carelessness or negligence. The Hirer shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or 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.

11. HIRERS PROPERTY

Vehicles may be left entirely at owners risk in the Company's car park. The Company will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or other persons property on the boat or elsewhere or howsoever caused except by the Company's negligence. Hirers are particularly advised not to leave any valuable or portable items in the car.

The Company shall 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.

The Company may return Hirers property left behind on the boat if claimed and following receipt of payment for postage and packing (minimum charge £10.00). Property not claimed within two months from the end date will be disposed of by the Company.

12. FUEL, GAS, WATER

The boat is handed over ready fuelled, but the cost of the hire does not include the fuel consumed and a Deposit is payable before the start of your holiday. At the end of your holiday period your boat must be refuelled and any difference in addition to the deposit paid will be charged. As a result of an EU ruling the tax will be similar to normal road diesel, and the price charged is likely to be 10p to 15p per litre above average supermarket prices. The boats will typically use between 1.2 litres and 1.7 litres per hour but this does depend on driving style and heating use. In addition the central heating systems are oil fired which will use diesel. Refuelling may only take place at the premises of suppliers designated by the company. Whilst water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility of the Hirer.

13. PETS

Pets are allowed on the boat but must be put on the booking form. Hirers must provide their own pet bedding. All pets must be properly house trained and of a good nature and must not be left unattended on the boat. Pets are not allowed on bedding, chairs or furniture. Pets are not covered under the company's insurance policy and the hirer shall be liable for any additional costs incurred by damage or additional cleaning. A maximum of 2 pets per boat are allowed at £25.00 each

14. 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 Hirer must sign the Boat Acceptance Form upon taking the boat over and the Hirer will be responsible for any items which are subsequently found to be missing or damaged. Any shortcomings subsequently discovered must be notified to the Company by telephone immediately in order to give the Company the opportunity to take any necessary remedial action.

The Company and the Boat Owner 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.

1

15. EXEMPTION

The Company and / or Boat Owner shall not be liable for any matters arising from any cause beyond the Company's and / or Boat Owner's reasonable control or not due to the Company's and / or Boat Owner's negligence or willful 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 or 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.

Hirers are recommended to take out personal holiday insurance cover.

16. BROCHURE/WEBSITE/MARKETING MATERIALS

The specifications of boats, their accommodation, facilities and equipment in the brochure, website and marketing materials are intended as a general guide but the Company shall not be liable in the event of any differences in the boats supplied and reserves the right to make modifications. In particular alterations may occur during rebuilding or refitting boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If the Hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking. The company and/or the boat owner reserve the right to change boat specifications without prior notice.

17. DISPUTES

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Company's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon the application of either party by the President of the Birmingham Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

18. JURISDICTION

The contract between the Company and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company at its option may bring any legal proceedings against the Hirer from the courts in any other country

19 WAIVER

No indulgence forbearance or delay by the Company or delay permitted by the Company shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

Third Parties

No person who is not a party to this agreement may enforce any term of this agreement. The parties agree that the contracts (Rights of third parties)Act 1999 shall not apply to this agreement or to any agreement or document entered into pursuant to this agreement.



01244 373911