

Pacific Cruisers Terms and Conditions of Hire

1. **CONTRACT.** The contract to hire a boat listed in our brochure or website incorporates the conditions 2-27 listed below. This contract exists between the boat operator 'Pacific Cruisers' and you as the hirer. The contract does not take effect until written confirmation of your booking is dispatched to you.

2. **HIRE TERMS.** All terms are inclusive of VAT and quoted in pounds (£) sterling per week, per boat, equipped as described in our brochure or our website, unless otherwise stated. As soon as the booking is confirmed the hire terms are guaranteed unless there is a change in the rate of VAT.

3. **EXTRA PERSONS.** The number of persons indicated for each boat must not be exceeded, except where provision for extra persons is specified in individual boat particulars.

4. **OPTIONAL EXTRAS.** Optional extras such as dinghies, etc, may be available at extra charge as stated in the brochure or our website, these are subject to availability on your hire start date.

5. **PETS.** One pet is normally allowed aboard a boat unless otherwise stated in the boat details, at an extra charge. If you wish to take more than one pet, you must obtain prior permission.

6. **INITIAL PAYMENT.** Upon booking, you will be required to pay a deposit of 25% of the hire charge. This payment comprises of your booking deposit in part payment for the cost of your boat, your subscription to our cancellation insurance and damage waiver. It will be refunded if your booking is not confirmed.

7. **LATE BOOKINGS.** If a booking is made less than 35 days before the holiday start date, full payment must be paid by debit or credit card. This will be refunded if the booking is not confirmed.

8. **BALANCE OUTSTANDING.** Once your booking is confirmed you are responsible for the whole of the hire terms. The balance of hire cost and any optional extras must be paid no later than 8

weeks before the holiday start date. No reminders are sent and if the balance is not paid by the due date, our right is reserved to cancel the booking and treat it in accordance with Condition 10. We do not accept cheques.

9. BOOKING AMENDMENTS. It may be possible to alter some details of your holiday arrangements after the booking has been confirmed but you must notify us in writing and a fee of up to £35.00 may be charged for any revised documentation required.

10. BOOKING CANCELLATION. If you are forced to cancel your booking you must immediately notify Pacific Cruisers. Cancellation is effective only from the date of receipt. In all cases of cancellation the deposit is forfeited. We will endeavour to re-let the boat on the same hire terms. If we are successful in re-letting, you will only forfeit your Booking Deposit. If we do not re-let, then you will be held responsible for a prompt payment of the full balance of hire due on the boat you booked. Your subscription to our Cancellation Insurance relieves you of your responsibility for the balance of hire terms up to 30 days prior to the holiday start date. After this time, we may only refund the balance of hire if we are successful in re-letting and you will only forfeit your Booking Deposit.

11. NON-ARRIVAL. If you do not arrive at the boatyard by midday on the day following your hire start date, and you have not advised us that you will be late, the boat operator shall be entitled to cancel your holiday and to place the boat for re-let forthwith. Under the foregoing circumstances and in accordance with Condition 10 above, if the boat is not re-let you are responsible for the balance of hire. Or, 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.

12. BOARDING OF BOAT. Unless otherwise stated in the brochure, the normal time for boarding is by 4 p.m. on the hire start date. Boats are let on the understanding that Pacific Cruisers 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 also Condition 19). If Pacific Cruisers is prevented by circumstances beyond their control from making the boat available and cannot provide a suitable alternative, they will refund all monies paid by you but no further liability will be accepted. You should notify Pacific Cruisers 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 19. Any shortcomings later discovered should be notified to the boat operator so that they can be remedied for you. No claims can be considered after your holiday for shortcomings not so noticed.

13. RETURN OF BOAT. You must return the boat (including all its gear and equipment) in a clean and tidy condition to Pacific Cruisers boatyard where it was hired by 9 am on the final day of hire. A fee may be charged if the boat is not returned on time or if it is not returned in a clean and tidy condition.

14. MINORS. Bookings from persons under the age of 21 years cannot be accepted.

15. UNSUITABLE HIRERS. Pacific Cruisers 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 operator facilities are not suitable on the grounds of age, ill health, disability, inexperience or any other reason. In such a case, all sums paid shall be refunded in full and the contract shall be discharged without further liability on either party. Pacific Cruisers reserves the right to repossess the boat at any time where a serious accident or damage has occurred. Or, in the opinion of Pacific Cruisers is likely to occur because of the unsuitability of the hirer due to age, ill health, disability, inexperience or any other reason. In such cases, Pacific Cruisers shall not be liable to make a refund of any portion of the hire terms paid.

16. PARTY MEMBERS WITH LIMITED MOBILITY. If you have any members of your party with limited mobility you must enquire as to the suitability of the boat at the time of booking with Pacific Cruisers. Whilst no guarantee can be given, Pacific Cruisers will offer assistance and advice as far as is practical.

17. HIRER'S EQUIPMENT. You may not take on the boat, without Pacific Cruisers prior permission, portable heaters of any type, lighting equipment, hair straighteners, barbeques, bicycles, canoes or anything that may cause danger to the boat, its equipment or its occupants. Please contact Pacific Cruisers to confirm any queries.

18. FUEL. A fuel deposit (as shown on your confirmation) is required. You will be reimbursed for unused fuel at the end of your holiday or in the event the fuel you use exceeds the deposit, you will be charged for the extra on return.

19. INJURY OR DAMAGE TO YOU OR YOUR PROPERTY. Pacific Cruisers is not liable for death, personal injury, or loss or damage to you or your property. Or, any property belonging to or in the possession of the hirer or any member of the hirer's party (including any vehicles parked at the boatyard or their contents) unless it is caused by Pacific Cruisers negligence or willful default.

20. DAMAGE TO THE BOAT AND ITS EQUIPMENT. Although all boats are insured by Pacific Cruisers, you (the Hirer) are primarily responsible for any damage or loss to the boat and its equipment or any damage to third party property. You will be held responsible for all damage caused by your own actions and those of other members of your party. Any damage, losses or breakages must be reported. The payment of a mandatory, non-refundable waiver will safeguard the hirer from any liability in the event of accidental damage to the boat, its fittings or loss of its equipment. It does not cover damage or losses caused by willful damage or negligence on the part of the hirer and their party. The return of the boat late or in an unclean condition will incur an extra payment.

21. NAVIGATION RESTRICTIONS. On no account may you tow other cruisers, or normally be towed by other craft, or cruise after dark, as your boat is not equipped for night navigation. Under no circumstances may your boat be taken out to sea or take part in any race. You must navigate in accordance with current bylaws and must observe the speed limits applicable to the waterway. On the Norfolk Broads no boats may be taken below Haven Bridge, Great Yarmouth, or through the lock at Oulton Broad.

22. 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, to other craft, or to waterway property it is your responsibility to:

1. Find out the name of any boat involved together with the name of the owners and hirer.
2. Report these facts, together with the extent of the damage to Pacific Cruisers as soon as possible. No repairs may be put in hand without Pacific Cruisers' consent.

23. BROADS AUTHORITY OR OWNERS OF PRIVATE PROPERTY. You are responsible for any charges made by the above in respect of loss of or damage to their property caused by you while in charge of the boat.

24. BOAT 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. Steps will 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/or its equipment as speedily as practicable in the circumstances. You must NOT wait until you return at the end of your holiday to report any fault

or faulty equipment. 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 consequences of delays or restrictions 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. The boat operator reserves the right to restrict cruising if unusual or hazardous conditions prevail.

25. DATA PROTECTION. In order to process your booking we collect and process personally identifiable information for you and your passengers. In some instances, to ensure your safety, we may also be required to collect information regarding any physical or mental disabilities. We take every care to ensure that the necessary security measures are in place to protect your information. Pacific Cruisers will not share your information with any third parties other than where required to do so by our insurers, government agencies or by law.

26. MODIFICATIONS AND RESTRICTIONS. Every effort has been made to ensure that individual boat descriptions contained in the brochure and website are correct. However, the right is reserved to make modifications to 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. Illustrations of standard production built boats are sometimes used and the exterior colour scheme of your boat may therefore not be identical with the one in the brochure.

27. DISPUTES. Any dispute, difference that may arise from the contract shall be referred to a single arbitrator. The arbitrator will 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 being in force.

By booking you are accepting conditions 1 to 27.

THESE CONDITIONS SUPERSEDE ALL PREVIOUS ISSUES. 06/11/2017