**ASTON MARINA TERMS & CONDITIONS**

The CanalScapes narrowboat, (NB Pendelvin) is moored at Aston Marina, Stone (the Company). The marina is a wonderful location, with terms and conditions of use to ensure it remains a high standard facility. Guests are therefore required to read and agree to the Aston Marina Terms and conditions, detailed below:

1. All vessels and vehicles in or on the Company' s Marina or premises may be moved by the Company to any other part of the same Marina or premises without notice.
2. All persons using any part of the Company' s Marina premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company' s Marina, premises or facilities was caused by or resulted from the Company' s negligence or deliberate act or that of those for whom the Company is responsible.
3. No fishing is allowed in any part whatsoever of the Company' s Marina.
4. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina or premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina or premises.
5. Within the confines of the Marina the guests of NB Pendelvin shall keep all dogs and pets on a lead and under control at all times, and no fouling of jetties, car parks and other parts of the Marina shall be permitted. All foul should be cleaned up by the guest and disposed of in the appropriate receptacles provided by the Company, and the guest remain responsible for the actions of their pets.
6. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company' s Marina and premises. All spillages within the Company' s Marina and premises must be reported immediately to the Marina office. The guests of NB Pendelvin must not cause any contamination or environmental damage. Guests are required to separate their refuse into the appropriate recycling receptacles provided e. g . glass, plastics, paper, general waste etc. The Company will not dispose of any waste other than general household waste.
7. The guests of NB Pendelvin are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company.
8. The guests of NB Pendelvin should be aware that areas of the Marina and premises may become slippery during the wet, inclement or cold weather and extreme caution must be taken within the Marina. The Company will not be held responsible for any accidents that may occur.
9. In the event that any person has an accident on the Marina, the accident is to be reported to the Company' s office as soon as it is practical and, in any event, no later than 24 hours after the accident took place.
10. Children are the sole responsibility of the guests of NB Pendelvin and must remain under the guests s supervision at all times. The Company recommends that children under the age of 12 wear adequate life jackets or f floatation aids at all times whilst in the Marina.
11. Grocery and supermarket deliveries are not permitted to the Company’ s premises.
12. Barbeques or fires are not permitted in any part of the Company’ s premises / Marina.
13. Wi Fi internet connectivity and use of the Company’ s wireless hotspot access points is not included in the mooring fees.
14. The playing of loud music is not permitted.
15. Fireworks are not permitted to be used or stored anywhere on the Company’ s premises / Marina.

**CANALSCAPES TERMS & CONDITIONS**

Please read these conditions carefully. They are all part of the boat charter agreement and describe the rights and duties of both you and the company.

**BOOKING**

* + The booking contract for the charter of NB Pendelvin and Skipper is between you (the Guest) and CanalScape Ltd (the Company) and is a legal agreement between both parties.
	+ A 20% deposit payment must be made at the time of booking. The Guest is responsible for the whole of the charter fee and the balance which must be paid 4 weeks prior to the start of your holiday charter. Bookings made less than 4 weeks before travel should be accompanied by the full amount.
	+ The boat charter booking is confirmed and binding when the completed and signed booking form has reached the Company with 20% of the total hire fee.
	+ A £100 breakages/cleaning charge will be added to your final bill if you are bringing dogs, but this will be refundable on return of the boat in a reasonably clean and tidy condition.
	+ A maximum of 6 guests are permitted for day trips. A maximum of 4 guests are permitted for overnight stays.

**PRICES**

* + The prices shown on this web site are fully inclusive for the skipper during cruising, use of the narrowboat with shared facilities with the skipper. This includes a full tank of fuel, pump-out facilities, boat-breakdown cover, and boat insurance.
	+ The price includes the parking of a single vehicle at Aston Marina in a secure barriered car park. An additional vehicle can be parked at the marina, at an additional cost of £xx per night. Vehicle pass must be displayed. The Company will be under no liability for any loss or damage to vehicles, their contents or for your property on the boat.
	+ The Company reserves the right to change advertised prices. But the Company will not change the price once a booking is confirmed.

**CANCELLATIONS BY THE COMPANY**

* + Where the Company cancels a booking due to non-compliance with these Terms & Conditions by the Hirer, the Company retain the right to withhold any previously received payments made by the Hirer.
	+ On occasion it may be necessary for the Company to cancel your booking for reasons outside of our control. If this arises, the Company will contact the Guest to discuss options (such as alternative dates), and in all cases the Guest reserves the right to cancel their booking and request a full refund.
	+ All cancellations will be confirmed to the Guest in writing.
	+ The Company reserves the right to canal the boat charter at any time if we believe that any guest is behaving inappropriately either in the boat or within proximity of the water. The is at the sole distraction of the skipper who is person in charge of the vessel. In such an instance, it shall be your sole responsibility to cover costs of travel. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event. Reasons for such action shall include, but not be limited to:
		- 9a. Violent, racist, verbal abuse or other such unacceptable behaviour.
		- 9b. Failure to comply with the laws of the United Kingdom.
		- 9c. Drunk and disorderly behaviour.
		- 9d. Misuse of any un-prescribed drugs.
		- 9e. Refusal or failure to comply with the boat charter health & safety issues.
		- 9f. Any other behaviour deemed disruptive, dangerous or insulting to other members of the public, other boat users, persons on the towpath etc.
	+ The Company reserves the right to delay or postpone a charter if weather conditions are adverse. High winds or thick fog makes manoeuvring the boat extremely difficult and very dangerous to passengers on the boat and other boats and infrastructure in the Marina.  Also, the boat is not designed to break through ice and will not be moved in these conditions.  Rain is not considered adverse unless accompanied by very strong winds.  Guests will be welcome to remain on the boat if it is forced to stay in the Marina.  If adverse weather is expected to continue for more than 48 hours,  we will discuss with you the options of remaining on the boat or postponing your holiday.

**CANCELLATIONS BY THE HIRER**

* + Any cancellations must be requested in writing. On processing, the Company will confirm cancellation in writing and include details of any refunds due to the Guest.
	+ Where cancellation is requested by the Guest, the Company will withhold a percentage of the full cost of the holiday to cover administrative costs, as follows:
		- 3 weeks prior to the Hire Start Date = 50%
		- Less than 2 weeks prior to Hire Start Date = 100%
	+ Any other payments received by the Company, above the appropriate withheld percentage detailed above, will be refunded to the customer.
	+ We recommend Guests taking out a holiday insurance policy with an insurer of their choice to cover any cancellation charges.

**DELAYS OR RESTRICTIONS**

* + The Company cannot be held liable for any delays or non-fulfilment of bookings caused by breakdowns, unforeseen defects, obstructions, water shortage, repairs to damage to either our own boats or the waterways system. If unusual conditions arise, we reserve the right to restrict the cruising route without notice.

**ARRIVAL**

* + Staff of the CanalScape Ltd will be present on site to greet and deal with guests chartering the boat. Marina Office staff are not available to show clients to the boats or provide any assistance with any activity relating to your charter.

**DEPARTURE**

* + Guests are obliged to leave the narrowboat in a clean and tidy condition.
	+ Guests are to place all used bedding, towels, used cloths, etc, into the laundry bags provided and move them to the stern of the boat for the Company to remove on their arrival to take the boat back.

**INSURANCE**

* + The Company insures the boat and equipment against Public Liability Risks up to £3,000,000. This gives the Hirer full cover in the event of accidental damage to the boat or its equipment. However, should the Company feel that damage has been deliberately caused, or caused by negligence, it reserves the right to make a charge for the loss.
	+ To be clear, the policy does not cover the following:
		- Personal accident
		- The hirer’s belongings
		- Holiday cancellation.

**WE STRONGLY ADVISE GUESTS TO ARRANGE THEIR OWN HOLIDAY INSURANCE, AND CANCELLATION COVER, IN ACCORDANCE WITH GOOD STANDARD TRAVEL PROCEDURES.**

* + 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) the following:
		- 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.
		- Any consequential loss, damage, expense, injury, or claim.
		- Although the Company has a maintenance schedule for the vessel and engine, your charter vessel can have mechanical failures and all such mechanical and electrical vessels can break down for whatever reason without notice or obviously preventable reason.

**EXEMPTIONS**

* + If owing to circumstances beyond the Company’s control, it is unable to provide the boat booked or a suitable alternative, the Company will refund all money paid in full and the guest of the charter shall have no further claim.

**ACCIDENTS**

* + Any guests accidents during the course of charter must be reported to the skipper within 12 hours of the accident occurring.

**PETS**

* + The Company standard policy is no pets allowed during the charter.
	+ However, if you would like to bring a dog onboard during the charter, the Company might consider this dependant on dog size and temperament, recognising the Skipper will be onboard during the Charter.
	+ The Guest must seek advance agreement from the Company during the booking process and prior to any payments being made.
	+ If agreement is made, it is on the understanding that:
		- Guests must bring their CLEAN pet-blanket or basket, and understand that in no circumstances may the dogs lie on the bedding or chairs.
		- Your dog must not be left unattended in your boat.

**SAFETY AND OTHER RULES**

* + You agree to comply with the following rules at all times during the Hire Period:
		- To allow the boat to be occupied only by the persons named in the Booking confirmation.
		- Not to bring onto the boat any dinghies, canoes, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms or any other items, which might create dangers or hazards without the Company's prior written permission.
		- To obey instructions from the Skipper during the course of the charter.

**DATA & INFORMATION**

* + The Company will use the Hirer’s email address, provided at the time of booking, as the primary method of communication. The Hirer agrees to notify the Company of any changes in the Hiring Party’s personal details or contact details that occur prior to the Hire Start Date.
	+ All information contained on the Company’s website regarding the boat, facilities and local area is general guidance and the Company reserves the right to change or update the information at any time, without prior notice.
	+ All personal information about the Hiring Party will be stored securely by the Company, and will not be shared with any person who is not an employee of the Company.

**OVERALL ENJOYMET**

These Conditions of Charter are written to ensure that the Company has covered off every eventuality, but first and foremost, we will wish to reach an amicable solution to any difficulties the Hirer may face. CanalScape Ltd wants nothing more than the guests of the charter to experience an amazing, stress-free, fun-packed and memorable holiday.  Let’s work together to ensure that you, and all your guests, get just that.  Happy Cruising 😉