BOOKING FORM 2023

PLEASE COMPLETE IN BLOCK CAPITALS. CUT ALONG DOTTED LINE AND RETURN TO: PO BOX 232, WORCESTER WR12SD

Mr Mrs		Aiss Ms Initial: Surname: UK Contact:													
Address:										Tel: 0330 333 0590					
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								+44 1905 610660							
Postcode:															
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Evening Phone:										Layout		Berth Be	erth here possible)	Side (Where possible)	
Mobile Phone:											(======,	((
Email Address:															
										Would you like us to set up a personalised ABC App for you?					
How did	you	hear a	abou	t us?											
										Α	Basic Brochure F	Ioliday Price (p.63-64)			
Canal Bo	Canal Boat Experience?						□ Yes □ No				Offers/Discounts	Tokens claimed			
	Booking Reference:						Base:			С	Additional Pets (p	.62)			
Boat Class:							buse.			D	Green Donation	suggested £5.00)(p.60)			
Start Date:							No. of nights:				Fuel Deposit (p.62) (£90 per week & £50 per	er short break)			
Names	First line of a			iddress ame as above)	Postcode	Age if under 18		PAYMENTS REQUIRED NOW DEPOSIT TOTAL *A25%Deposit of holiday price (A)							
1															
2															
3												ARS OF AGE OR OVER. I AG			
4	4										FOR THE BALANCE SHOWN ON MY BOOKING CONFIRMATION.I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF HIRE IN THIS BROCHURE				
5									WHEN PAYING BY CARD I AUTHORISE THE COMPANY TO CHARGE MY ACCOUNT						
6								THE PAYMENT SHOWN HERE. IALSO CERTIFY THAT I AM THE PERSON BOOKING THE HOLIDAY AND THAT THE ADDRESS IS THE SAME AS FOR MY CREDIT CARD.							
7	7														
8								Signati	ure:	Date:					
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Credit Cards Debit Cards									Cardho	older's N	ame:				
□Visa				□ Visa Debit □ Maestro/Switch											
VISA	ISA MasterCard				VISA			Your Card No.:							
	_														
If making payment from overseas by credit or debit card, you will have the ability to pay in your local currency.										Valid fr	rom: V	alid to:	Issue No.	Security Code	
1. Please charge my initial payment to my credit/debit card now.															
		-			t of my ho					Dayma c :-	ts by shores/north	al order should be seed	lo out to AP	C Loieuro Crour	
		_			or details)					raymen	its by cheque/post	al order should be mad	e out to ABC	L Leisure Group.	
-			_				t we will, where								

you via the email provided.

CONDITIONS OF HIRE

1.Definitions
1.1 In the Agreement, the following words have the following

meanings:
"the Boat Owner" means the person (corporate or otherwise)
who owns the boat that is hired to the Hirer under the terms of

these Conditions.

Booking Confirmation means the written confirmation issued by the Company to You confirming the hire period, price, place of delivery and other key details of the booking.

Company means ABC Leisure Group Lid (trading as ABC Boat Hire of Worcester Marina, Worcester WR1 2RS) who act as agents for the host owns.

"Conditions" means these inland boat hire conditions.

"Deposit" means the deposit referred to in the Booking

"End Date" means the end date referred to in the Booking

Confirmation.

"Force Majeure Event" has the meaning given to it in Condition

ZZ.
"Fuel Deposit" has the meaning given to it in Condition 14.1.
"Hire Period" means the hire period set out in the Booking

Confirmation.
"Price" means the price of the boat hire set out in the Booking

Confirmation.
"Start Date" means the start date referred to in the Booking

Confirmation.

"You" and "You" means the person or persons named as the hieres in the Booking Confirmation and includes anyone added to the Booking Confirmation as a hirer at a later date, but excludes other members of You party. If there is more than one of You, each of You will be jointly and severally liable under the Anomary of the properties of th

the Agreement.

2. Agreement to Hire

2.1 When You request a booking, You are making an offer to hire a boat on these Conditions. Booking requests will only be accepted on the Company booking form, over the telephone or, was the Company website.

accepted on the Company booking form, over the telephone or, via the Company website.

2.2 The Agreement will be effective once the Company accepts Your booking and sends You a Booking Confirmation. You may cancel a booking at any time before You receive the Booking Confirmation from the Company; Smilarly, the Company may have the boat to another party at any time before it sends You a Booking Confirmation or if You fail to pay the Depot and details and any other information supplied in respect of You and Vour party. When You've receive the Booking Confirmation please check the details carefully and inform the Company immediately if anything is incorrect.

anything is intoritied.

3.1 Prices and Payment
3.1 The advertised prices are in pounds sterling (5) and include value added tax (VAT) at the rate applicable on the date of the Booking Confirmation. If after the date of the Booking Confirmation in a first the date of the Booking Confirmation the rate of VAT applicable to Your the changes and/or any other tax, levy or local authority charge becomes applicable to Your line; the Company reserves the right to amend the Price accordingly. You enter into this Agreement with the Company sacting in its capacity as the disclosed agent of the owner of the boat and the Company serforms its obligations under this Agreement on behalf of the owner. The parties acknowledge and agree that the Company is acting for the Boat Owner and is authorised to enter into contracts with Hirrers on behalf of Boat Owners and to collect payment from Hirers and to otherwise manage the hiring of boats to Hirers. A booking is a legally binding contract between the Hirer and the Boat Owner.

The booking confirmation and booking statement are not VAT. Invoices.

The booking confirmation and booking statement are not VAT invoices.

3.2 Details of the owner of the boat can be made available upon request, however, any claim you might have arising out of the terms of this Agreement shall be made against the Company.

3.3 The Company reserves the right to correct errors in advertised or quoted prices before or at the time of booking and will confirm the correct Price in the Booking Confirmation.

3.4 Subject to Condition 3.1, the Booking Confirmation sets out the total Price that You must pay to the Company under the Agreement.

3.5 You are responsible for making all payments due to the Company under the Agreement. Payment is deemed to have been made by You when cleared funds are received in such bank account as the Company nominates in the hire confirmation.

Inside Deet Histel by 10 when cleared units are received in such bank account as the Company nominates in the hire control of the company and the time of the booking request by Credit / Debt Card or bank transfer.

3.7 You shall pay the Debposit to the Company at the time of the booking request by Credit / Debt Card or bank transfer.

3.7 You shall pay the balance of the Price, together with the Fuel Deposit not less than 8 weeks before the Start Date. Time of payment is of the essence Failure to pay the Price by the due date may result in the booking being cancelled and Your liability for payment continuing.

3.8 For bookings made less than 8 weeks before the Start Date. You must pay the total Price together with the Fuel Deposit immediately following receipt of the Booking Confirmation.

3.9 The Company may at its sole discretion, charge interest at 4% per annum over the base rate set by the Bank of England on any amount outstanding under the Agreement from the due date for such amount until the date of its payment in full. Without prejudice to any other term of these Conditions, the Company may cancel Your booking if any amount due under the Agreement is not paid in full by its due date.

Company may cancer true usually and Agreement is not pain in full by its due date.

4.YourParty

4.1 Personal agreement and obligations: the Agreement is a personal one between You and the Company on behalf of the boat owner, and Your identifyeds and the identify of members of Your party are a material factor in the Company's decision to enter into the Agreement. You must be at least its years of age at the time of booking and possess the legal capacity to make the booking. You must be authorities of your party to enter into the Agreement and accept these Conditions on their behalf if the full names, ages and permanent addresses of all members of Your party must be provided to the Company all changes in Your party flue addition, substitution or removal of any member of the partyl which take place at any time after the Booking Confirmation has been issued including during the Hiro Periodi must be communicated in writing and approved by the Company such approval is subject to these Conditions, but otherwise may not be unreasonably withheld, You are responsible for making all members of Your party the asset conditions, but otherwise may not be unreasonably withheld, You are responsible for making all members of Your party the accompany such approval withheld, You are responsible for making all members of Your party wave of the terms of the Agreement.

is expressly agreed in the Booking Confirmation, the boo not be used for parties, school or youth groups or for any

may not be used for paties, school or youth groups or tru any commercial purpose.

4.3 Disability and Reduced Mobility if You or any member of Your party has a disability and Reduced Mobility if You or any member of Your party has a disability and/or reduced mobility that may affect Your booking, it is Your responsibility to notify the Company when making the booking or, if such disability and/or reduced mobility becomes apparent after the booking, no later than 48 hours prior to the Start Date.

Subject to the foregoing, although the Company has no expertise in this subject matter, the Company will ty and advise you as to the suitability of the boat you have chosen to hire and possible alternatives but You acknowledge that certain space restrictions and practical safety considerations apply on board boats which may prevent a person with a disability or reduced mobility from accessing the boat and/or complying with all

safety requirements. Where You have made a booking and You or a member of Your party subsequently becomes disabled or otherwise a person with reduced mobility the Company may not always be able to accommodate their needs. If in the Company's reasonable opinion it is unable to properly accommodate the needs of the person(s) concerned or You do not accept such alternative arrangements as the Company may offer, the Company may without liability, treat this as a request to terminate Your booking and Condition 71 shall apply. The Company may require the person(s) concerned to produce a medical certificate certifying that they are fit to participate in the hire of the boot. The Company shall not be liable for any loss or damage caused as a result of a disability and/or reduced mobility, save where such loss or damage is caused by the negligence of the Company and results in death or personal injust, about a few personal injust.

by the negligence of the Company and results in death or personal injuly.

4.4 The use of alcohol and illegal drugs; Company's right of immediate cancellation. You must not navigate the boat while You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs.

5. Changes Requested By You

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5. Expression of the company only be changed with the written agreement of both parties and in accordance with these Conditions.

5.2 If You wish to change You booking, the Company will use reasonable endeavours to accommodate such changes, provided that notification is received in writing from You.

The Company reserves the right to charge an administration fee of £50 in addition to any increase in the cost of the booking the Company will use treatment of the death of the control of the position of the company to the company reserves the right to charge an administration fee of £50 in addition to any increase in the cost of the booking the Company.

changes would otherwise have resulted in a lower Price for Young Changes would otherwise have resulted in a lower Price for Young Changes would otherwise have resulted in a lower Price for Young Changes and the Agreement is a legally binding contract and may only be cancelled in accordance with these Conditions. You have the consumer contracts (information, Cancellation and Additional Charges) Regulations 2016.

5.2 If you want to cancel the Agreement You must give the Company withen notice by email or such other means as directed by the Company) the "Cancellation Notice". The date of receipt of the Cancellation Notice shall be the effective cancellation ate.

6.3 In the event of Your cancellation of the Agreement, the Deposit, any insurances and credit card charges are nonrefundable and in addition you shall be lable for the following charges dependent on the proximity of your cancellation to the Start Date.

6.3.1 More than 56 days before the Start Date 25% of the hire price. 8-25 days 80% of the hire price. 8-25 days 80% of the hire price. 8-26 days 90% of the Protection or other similar protection to cover any losses in the unfortunate event that they are not able to take their holiday.

6.3.3 The company suggests that hires take out Cancellation Protection or other similar protection to cover any losses in the unfortunate event that they are not able to take their holiday.

6.3.3 The company suggests the hire price. 29-42 days 10% of the information of the hire price. 10% of the hire price of 15% of the hire price. 10% of the hire price of 15% of the hire price. 10% of 10% of

receipt of the cancelation notice. If successful an administration fee of 15% of the hire price will be levied.

7. Cancellation By the Company

7. The Company may at any time by written notice to You terminate the Agreement with immediate effect.

7.11 in accordance with Condition 4.3.

7.12 in accordance with Condition 8.4; or 7.13 if there is a Force Majeure Event which for whatever reason prevents the Company form performing the Agreement.

7.2 Where the Company terminates the Agreement in accordance with Conditions 7.11 to 7.13 inclusive, the Company shall, save where otherwise agreed in writing with You, refund the Deposit and all other amounts paid by you and shall have no further liability thereafter.

7.3 The Company may refuse to hand the boat over to You and/or repossess the boat at any time after the Start Date and in either case terminate the Agreement.

7.3.2 You can appropriate the Agreement for the Agreement of the Company considers that You are without the Company's prior written approval, using or intend to use the boat for any reasons that have a resulting the Company considers that You are anyone on board is, or appears to be under the influence of alcohol or light glory and the Company considers that You are anyone on board is, or appears to be under the influence of alcohol or light glory and presson that may adversely affect the safety of any person or property.

7.3.6 the Company considers that You or heavy person or property.

reason mat may adversely affect the safety of any person or property.

7.3.6 the Company considers that Your behaviour or the behaviour of anyone in Your party is likely to harm the environment or otherwise spoil the enjoyment and use of the waterways or otherwise harm the conflot or health of or cause offence to other guests, members of staff or waterway users;
7.3.7 You or any member of Your party (or anyone invited on to the boat by You) has breached or is likely to breach the rules set out under Condition 101 or any of Your obligations under the Agreement, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about.

Agreement, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about. In the event of termination in accordance with this Condition 7.3, You shall comply with the Company's request to make the boat safe and secure and threater leave it immediately the Company shall be entitled to retain all amounts paid by you and You will remain liable to pay all other amounts due under the Agreement Further, in the event that such amounts are insufficient to over the Company's losses arising out of such terminations, the Company shall be entitled to claim from You any loss or damage which it suffers not other the Boat 3.3 Subject to Condition 8.7 and save as it may otherwise notify you of in writing, the Company will use reasonable endeavours to make the boat available to You between 2.30 p.m. and 5.00 p.m. on the Sant Date at the place of handover set out in the Booking Confirmation. 8.2 You must notify the Company of Your estimated arrival time no later than 7 days prior to Your Start Date, and thereafter notify the Company as soon as reasonably possible of any changes to Your estimated arrival time as this may lead to difficulties and delays in making the boat available to You. There will neither be any rebate of the Price for late arrival nor will the Company accept responsibility for any costs which You may incur if You fail to reach the boat between the times specified in Condition 8.7. 8.3 Before You take over the boat the American Start Date over the Dooking Confirmation.

8.4 If the boat is not available on the Start Date for any reason outside the Company may substitute the boat the Hook of the Agreement.

8.5 The boat must be returned to the location specified on the Booking Confirmation or otherwise notified under Condition 8.7 and 4.3 Event Start Date of the Pate company control the Regression.

8.5 The boat must be returned to the location specified on the Booking Confirmation or otherwise notified under Condition 8.7 and 4.5 accept the patent of

be liable to pay: 8.6.1 £50 for every hour or part hour of delay in returning the

boat to the agreed return point;

8.6.2 any cost incurred by the Company in recovering the boat to agreed return point; and

8.6.3 any other expenses and losses which the Company may incur as a result of the delay including, but not limited to, the loss or cancellation of a subsequent booking.

3.7 The Company reserves the right to change the places of handover and return for operational reasons. The Company will give You written notice of the change as soon as practical and will use reasonable endeavours to do so in sufficient time to allow any necessary replanning of Your fineary.

13. The company is the post of the company of the places of handover and cardiacy begons the company and the properties of the company of the places of the company and places and damage and against public labelity risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to Your paying any applicable policy excess), but You and members of Your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by Your acts, omissions or negligence.

9.2 The Company's insurance policy does not cover personal accidents or Your personal belongings and does not cover the first \$500 of any claim. Hiers and their crews are advised to take out their own personal insurance cover.

9.3 Included in the hire price is an accidental damage waiver fee. Accidental damage waiver excludes damage arising from speeding, contact with a lock cill causing damage to intentional damage to the boat. Also excluded is negligence, malicious or intentional damage to the boat and return of the boat in unclean condition. The Hierwill indennify the Company and the Boat Owner against all costs, damage, expenses, liability and claims whatsoever arising from speeding contact with a lock difficulties of the helier.

10. Safety and other Rules

Whatsoever draining norm the regiments regiment and of the Hirer.

10. Safety and other Rules

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during the Hire Period:

10.11 To ensure that at all times while the boat is being navigated
or is transiting locks the minimum age of the operator onboard
and in charge is 18 years.

10.12 Not to tow or be towed other than in exceptional

10.1.2 Not to tow or be towed other than in exceptional cricumstances.
10.1.3 in moor the boat securely.
10.1.4 to lock and secure the boat when away from it.
10.1.5 Not to navigate after sunset or before sunrise.
10.1.5 to observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.
10.1.7 Not to race the boat.
10.1.8 Not to bring onto the boat any pets, dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lightling equipment, IV sets, electrical appliances (other than razors), electric tools or cooking appliances, inflammable liquids or any other items which might create dangers or hazards without the Company's prior written permission.
10.1.9 Not to bring onto the boat any electrical medical life support aids.

support aids
10.1.10 To allow the boat to be occupied only by the persons
named in the Booking Confirmation.
10.1.11 Not to allow to be on the boat at any time more than

maned in the Booking Confirmance in Confirmance in

provide full details of the accident and any damage sustained; and 11.4.3 proceed in accordance with such instructions as the Company may reasonably give.

11.5 Although the boat and its equipment are insured against some risks, You remain responsible to the Company for any damage or loss arising from Your breach of the Agreement, Your deliberate acts or omissions, or from Your negligence.

11.6 In the event that the boat is run aground or is otherwise involved in a collision or allision you will be responsible for arranging its refloating or otherwise freeing it from any entanglement, including removing all weet, rope or other matter from the boat's propellers and steering gear and you shall notify the Company of any such incident and keep it informed of developments related to such incident.

developments related to such incident.

12. Rights of Access

The Company reserves the right at any time to board the boa and access its accommodation to inspect it (including but not limited to where You have complained about the boad). If this happens, the Company will try to give You reasonable notice first, notwithstanding which you agree to allow the Company or its representative(s) or contractor(s) immediate access to the boat at any time.

post at any time.

13.1 Hirer's Property

13.1 Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles or their contents or for Your property on the boat unless caused by the Company's

Your property on the boat unless caused by the Company's negligence.

13.2 The Company may take such reasonable action as it considers necessary to silence Your car alarm if Your car is left on or adjacent to the Company's premises and to recover the any associated costs from You. This is inclusive of any requirements and obligations under the Noise and Statutory Nuisance Act 1993 and/or under the Clean Neighbourhoods and Environment Act 2005 and/or any other relevant legislation.

13.3 The Company will use reasonable endeavours to return to You any of Your property which it finds on the boat or otherwise on the Company's premises, provided that You notify the Company of such loss property promptly and that You either arrange for its collection or agree to pre-pay for any postage and

packing. Property not claimed within 2 months from the End Date may be disposed of by the Company.

may be disposed of by the Company.

14. Fuel

14. The boat will be handed over with a full fuel tank on the Stat

14. The boat will be handed over with a full fuel tank on the Stat

15. The boat the fuel cost of fuel and you will pay a

16. It deposit in the amount set out in the Booking Confirmation

on taking delivery of the boat (the "Fuel Deposit") which shall be

16. The boats tank.

16. The boats tank.

re-fill the boat's tank.

14.2 Whilst water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility

on the infet.

4.3 Where pump-outs are required to toilet tanks, the cost is the responsibility of the hirer unless carried out at one of the Company's bases.

Company's bases.

15. Net set allowed on the boat except those (i) identified in the Booking Confirmation or (ii) to which the Company subsequently gives written permission.

15. 2 All pets must be properly house trained or caged as appropriate, must never be left unattended, and shall not be allowed on bedding or chairs. You must provide any pet baskets or binnkers.

allowed on bedding or chairs. You must provide any pet baskets or blankets.

15.3 Pets and pet damage are not covered under the Company's insurance policy and You will be liable for any damage or loss caused by them.

16.Inventory

You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify that shortcoming. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

17.WF-FI

.**wi-Fi** 1 Wi-Fi offered on our boats relies upon mobile network co

The Hill Period.

TYWH-FI

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19. Brochure
The specifications of boats, their accommodation, facilities and equipment in the brochure are intended as a general guide and the Company shall not be false in the event of any insubstantial differences in the boats supplied. Boats within classes may difference or any any layout plans are for guidance only and are not to scale and boats may have steps which are not shown.

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20. Complaints

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20. If You wish to make a complaint to the Company regarding Your booking, You may do so by post or email within 30 days of the End Date. The Company has a procedure to handle complaints promptly. If You fail to make Your complaint within 30 days of the End Date, this may affect Your entitlement to claim compensation (if any).

21. Third Parties

of the End Date. The Company has a procedure to handle complaints promptly. If You fail to make Your complaint within 30 days of the End Date, this may affect Your entitlement to claim compensation (if any).

21. Third Parties
A person who is not a party to the Agreement will have no right under the Contracts (Rights of Third Parties) and the Agreement are represented to the Agreement of the Ag

English courts.

25. Dispute Resolution
Disputes arising out of or in connection with the Agreement,
when they cannot be resolved by negotiation, may, with the
written agreement of the Parties, first be submitted to mediat
under British Marine's Dispute Resolution Scheme. Details of
the Scheme are available to current British Manne members
or on request from British Marine and/or on British Marine's
member website.