



## Hiring Terms and Conditions for Capital Pleasure Boats Ltd for Club Functions

### Reservations and Payments

A provisional booking will be held for seven days after which time the date will be released for other clients if Capital Pleasure Boats ("CPBS") have not received a Provisional Club Booking Form and a non-refundable deposit of 25% of the boat hire fee from you, at which point you will be offering your acceptance of these terms. The booking will only be confirmed and the contract formed between you and CPBS when CPBS send an acceptance letter. You must not market the event until you receive the acceptance from us.

The balance of all monies must be received no later than 14 days before the date of the function. Tax point will be the date of the function.

If a voyage, party or function is booked by a client within one month of the date required then 100% of the function monies are due to secure your booking.

Any payments made on a credit card will incur a 3% plus VAT surcharge and payments made by debit card will incur a 0.5% plus VAT surcharge. This is to cover bank charges made on card payments. There is no charge for bank transfers.

Bookings can only be accepted by persons over the age of 21.

Clients are not permitted to re-sell the whole or part of the vessel without express permission from CPBS. Should the whole or part of the vessel be re-sold without CPBS's permission we reserve the right to cancel the function and no refunds will be given. CPBS are under no obligation to accept any booking and no reason need be stated.

### Cancellation

If a voyage, party or function is cancelled by a client for any cause within one month of the voyage, party or function then 50% of the boat hire charges, all pier tolls where applicable and 100% of any costs incurred by CPBS on the clients behalf are payable by the client. If the voyage, party or function is cancelled within two weeks of the voyage, party or function 100% of the boat hire charges, all pier tolls, entertainment and catering costs where applicable are payable by the client. In the event that a booking is cancelled due to non-payment, 100% of all charges remain payable. Cancellation must first be made by the organiser speaking to a member of office staff, and secondly confirmed in writing. In the event of litigation CPBS' costs will be recovered from the client.

### The Company

CPBS reserves the right:

- To substitute another vessel and, if necessary for reasons beyond their control, to cancel the said party, but will not be liable for any expenses incurred by the Hirer caused by such substitution or cancellation.
- To cancel the function and refund the clients deposit in full if the booking changes significantly from that originally quoted or agreed.
- To cancel a function or retain all/part of the security bond if it is discovered that the information given by the client on the provisional booking form is in any way false, or if the function contravenes any part of these terms and conditions and in this situation no refunds will be given.
- To alter prices should circumstances beyond their control make this necessary.
- To charge interest on any outstanding debts.

Should the client have any cause for complaint, the Captain must be notified before the end of the function. Complaints will not be accepted unless so notified.

### Under 21's Policy

CPBS has a strict Under 21's policy; if more than 5% of passengers are under 21, please contact the office before submitting your Provisional Booking Form for details of our under 21's policy. Failure to do so may result in the cancellation of your function.

### Security Bond and Security Staff

A security bond will be required by CPBS in connection with any booking and payment of the bond will be due 14 days before the function. The bond will be returned in full no later than 7 days after the function providing no additional costs have been incurred (including but not limited to unauthorised alcohol, delay to the end of the function, or loss or damage to the vessel, equipment or furnishings, the discovery that information given by the clients on the booking form is in any way false.)

In the event that a security bond is not taken, or the amount of the bond is less than any charges incurred (including but not limited to the reasons listed above) CPBS reserve the right to invoice for these additional costs.

The organiser is invited to inspect the vessel prior to embarkation of the party.

Security staff are required to be onboard for the duration of the function, the security will ensure that all passengers behave in a sociable manner and that the function runs as per our terms and conditions. Security will be supplied by CPBS and payable by the client

### Promoted Events

All functions selling tickets should be promoted as over 21 events.

The Police have made it a condition that a Risk Assessment Form 696 is completed and returned to us at least one month before your event. Inaccurate information or failure to return the form in time may result in the Police grading your event High Risk, or in extreme cases stopping your event and in this instance no refunds will be given.

(Ver) September 2017



### **Captain's Control of the Vessel**

The vessel will remain under complete control of the Captain and/ or his crew during the entire hire period. If for weather, tidal or other reasons the Captain considers it necessary to vary the scheduled trip, his decision will be final. The Captain has the right to refuse passage to any person or persons and the reasons for such a refusal need not be stated.

### **Set up / clear away**

We endeavour to allow up to 60 minutes free set up time at Temple pier before a function, however this cannot be guaranteed. Should you require the set up time please let the office know at the time of booking, if set up time is not requested it will be assumed it is not required. Any clients requiring more than 1 hour set up time must book additional hours which will be charged at the normal hourly rate.

During the free set up time CPBS reserve the right to clean and re-stock the vessel, take deliveries and conduct viewings.

The vessel may not be on the pier upon arrival and you may need to be taken across the river in a small crew boat. If this is the case it will involve a steep step down on to the boat and suitable footwear should therefore be worn.

Passengers permitted onboard during the set up time are restricted to a maximum of 4 people actually helping to set up. Any other passengers will be asked to disembark until the boat is ready for boarding.

Clients using a pier other than Temple are welcome to remain onboard and travel with the vessel to their chosen embarkation pier.

### **Embarkation / Disembarkation**

The vessel will endeavour to be ready for boarding 15 minutes before the requested embarkation time; passengers will not be permitted onboard before this time regardless of weather conditions. Organisers are requested to pass this information on to their party to ensure they arrive at the correct time.

The vessel will endeavour to leave the pier at the requested time and anyone not onboard will be left behind. CPBS will not be responsible for late passengers missing the function. Should the vessel be delayed at the pier due to passengers or any suppliers booked by the organiser which leads to additional pier charges, these will be payable by the organiser.

At the end of the function the boat will endeavour to arrive at the chosen disembarkation pier 15 minutes before the end of the function which is when the bars will close and lights will be turned on. For health and safety reasons only background music may be played and lights must be turned up from this point on. Passengers will then have 15 minutes to finish their drinks and disembark. All passengers must have disembarked by the end of the function. Passengers delaying the end of the function will incur additional hourly charges at the appropriate rate and these will be billed to the organiser.

### **Beverages**

Clients are not permitted to bring any alcohol onto the vessel except by prior arrangement. Any unauthorised alcohol found on the vessel will be confiscated. In the event that unauthorised alcohol is consumed on the vessel CPBS will charge a corkage fee and the Captain reserves the right to terminate the function. Any person deemed to be unduly under the influence of alcohol or drugs will be refused service and in this instance the bar manager's decision will be final.

### **Catering, Entertainment and Security**

CPBS catering, entertainment and security services are subcontracted. We will always do our best to provide the service as confirmed but if because of exceptional events outside of our control, including but not limited to major traffic incidents, severe weather, acts of God or terrorist attacks, the service cannot get to the pier in time for the start of your function we will not be held liable for any loss of cruise time or costs of replacement services. In the very unlikely event that services cannot get to the pier for your function we will refund any prepaid amounts in full, and will endeavour to procure substitutes at client's cost if required.

### **Health and Safety**

Any passengers perceived to be under the influence of alcohol or drugs will be refused entry to the vessel.

Anti-social behaviour towards other guests, staff or CPBS property will not be tolerated onboard any of our vessels. Should this occur the Captain may decide to call the local authorities and/or remove the persons(s) responsible from the vessel at the nearest available pier and in this instance the Captain's decision will be final.

Due to the tidal nature of the River Thames the walkway to the pier can be steep at certain times of the day. Our crew are always on hand to offer help to the elderly, very young, disabled or anyone else who may need assistance.

A safety announcement will be given by the Captain at the start of your function.

To reduce the danger of slips, trips and falls, drinks should not be taken onto the dance floors.

It is recommended that low heeled footwear is to be worn onboard any moving vessel. CPBS will not be held responsible for any accident or injury caused by inappropriate footwear being worn.

So called 'legal highs' are not permitted on any of our vessels and anyone found in possession will have them confiscated and destroyed, and may be asked to leave the vessel and in this situation no refunds will be given.

### **Clients' obligations**

It is the organiser's responsibility to ensure that all members of their party are conversant with these terms and conditions of hire. The organiser will be deemed responsible for the behaviour of the passengers.

**PLEASE NOTE: CPBS operate a policy of zero tolerance on drugs**

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