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

These terms and conditions constitute the agreement between you ("the Hirer") and Capital Pleasure Boats ("CPBS"). In the event of any discrepancy or contradiction between the provisions of these conditions and any additional conditions requested by you, these conditions shall take precedence.

Reservations, Payments & Refunds

A provisional booking will be held for a maximum of 2 working days unless otherwise agreed in writing, after which time the date will be released for other clients.
To confirm the booking CPBS require a Provisional Booking Form and a non-refundable/non-transferable deposit of 25% of the boat hire fee from you.
The 25% deposit covers the work done quoting, corresponding and liaising with you, as well as booking the boat, pier(s) and any extra services, and is non-refundable.
By sending your completed booking form and deposit 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. You must not market the event until you receive the acceptance from us.
The balance of all monies must be received no later than 1 calendar month 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 6 weeks of the voyage, party or function then 100% of the function monies are due to secure your booking.
Any additional charges incurred during the function must be settled at the end of the function by card or cash. Cheques are not accepted at this time. In the event of any accounts not being settled by the end of the function CPBS will invoice for the amount outstanding plus a 10% plus VAT administration charge.
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.
All payments to CPBS must be received in GBP and free from bank charges.
Split invoices or payment in multiple instalments will incur an admin fee.
Any refund due will be returned via the same method used for payment except for if the original payment is by cheque in which case the refund will be returned by BACS. BACS refunds will be sent to any UK bank free of charge, if a refund is requested to a non-UK bank a handling charge of £25 + VAT per transaction will be deducted.

Cancellation

If a voyage, party or function is cancelled by a client for any cause within two months 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 client's behalf are payable by the client.
If the voyage, party or function is cancelled within one month 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.

If a subcontracted service (including but not limited to entertainment, catering, decorations or piers etc) are cancelled by you with less than 2 weeks' notice then full payment of the service will be due, in addition to any replacement service.

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.

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- To terminate the function without refund should passenger behaviour be deemed by the Captain to be unsafe or unsociable, or if any of these terms and conditions are breached once on board.
- 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; please notify your events organiser if there will be any under 21's onboard before submitting your Provisional Booking Form. Failure to do so may result in the cancellation of your function. Please click here to view our under 21's policy.

Security Bond
A security bond may be required by CPBS in connection with any booking and payment of the bond will be due 1 calendar month before the function. The bond will be returned in full no later than 10 working 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, damage or excessive mess to the vessel, equipment or furnishings, passenger behaviour that results in an early end to the function, additional/unplanned pier stops, the discovery that information given by the clients on the provisional booking form is in any way false), or any breach of these t&cs.
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
SIA registered security guards may be required on your function and this will be at the discretion of the Company. The security guards will be booked and organised by the Company and the cost added to your balance invoice.

Promoted Events
All functions selling tickets should be promoted as over 21 events.
A Promoted Events Risk Assessment form must be completed and returned to the office one month before your function date. Failure to complete this may result in the Police cancelling your function and in this situation no refunds will be given.

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 passenger safety, unruly behaviour, 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 any of 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 an hour set up time must book additional hours which will be charged at the normal hourly rate.
The vessel will not be 'function ready' during the set up time, and CPBS reserve the right to clean and re-stock the vessel, take deliveries and conduct viewings during the set up time.
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.

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Pier charges
Clients using a pier other than Temple will be charged the pier operator's rates. Should these rates change after confirming the function the additional cost will be invoiced and will be due for payment with the balance of boat hire and other extras.

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 music may not 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.
Due to our licence, passengers are not permitted to take purchased alcohol off the vessel at the end of the function. This includes in order to make up any minimum bar spend shortfall. The organiser should liaise with the Bar Manager towards the end of the function if they are concerned about account bar wastage.

Beverages
Clients are not permitted to bring any drinks onto the vessel except by prior arrangement. Any unauthorised drinks found on the vessel will be confiscated. In the event that unauthorised drinks are 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.
Passengers who look under the age of 25 maybe required to show ID upon boarding or at the bar to prove they are over 18. Passengers without the correct ID will not be allowed to purchase or consume alcohol onboard.

Bar
Onboard the larger vessels, one of the bars may remain shut or be closed during the function if numbers drop and/ or demand is low. If passenger numbers are below 151 the lower deck bar will be closed and the upper deck bar will be open for the duration of the function. Clients wishing to have both bars open for the entire function should liaise with the office at the time of booking their function as a charge for extra bar staff may apply.
If both bars are open the lower bar will operate as a debit/ credit card only bar for the duration of the function except by prior arrangement.

Minimum Bar Spend
Your event may have a Minimum Bar Spend applied by your Event Organiser, this can differ in amount depending on the vessel, date and times of the event. This is not an optional extra and payment for this is required along with the balance payment before the event. A minimum bar spend can be used as an account bar, however if the client prefers for people to buy their own drinks then the bar spend will be totalled and the office will refund this amount after the party, up to a maximum of the pre-paid amount. Clients are not permitted to take bottles of alcohol off the boat at the end of the function to make up any unused minimum bar spend.

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 a function we will refund any prepaid amounts in full, and will endeavour to procure substitutes at client's cost if required.
Should an external supplier change their prices after the event has been confirmed this increase will be passed on to the client and be due with the balance payment.

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MCing is not permitted on our boats under any circumstances, microphones may be used to make important announcements but these must be brief and at a reasonable noise level. Persistent or too loud use of microphones may result in the music being stopped.
No amplified entertainment is permitted on the back deck under any circumstances.
Coal BBQs and naked flames are not permitted on board any of our vessels for safety reasons. Gas BBQs operated by professional caterers are permitted on the open decks by prior arrangement.

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. Any pier costs incurred as a consequence of this will be invoiced to the client.
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 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.

Government regulations
CPBS will always adhere to any regulations or restrictions imposed by the government in the event of a pandemic or other national/global circumstances.

General
In line with current legislation smoking is not permitted anywhere inside our vessels, this also applies to all brands of e-cigarettes. Smoking is permitted on the open decks at the rear of all vessels. Passengers who continuously ignore crew orders to stop smoking inside the vessels will be put ashore early and CPBS will not be responsible for their lost function time or travel costs.

We regret the following are not permitted onboard under any circumstances:

- Coal BBQS
- Naked flames
- Party poppers, silly string, confetti, table confetti or similar.
- Dry ice, smoke or bubble machines.
- Lit candles, sparklers, fireworks or similar.
- Any form of 'legal high'
- Chewing gum.
- Strobe or laser lights.
- Messy fancy dress ie feather boas.

We reserve the right to take photos and videos of our vessels during the free set up time and the event itself to use in our marketing. If you or any of your guests do not wish to be photographed or videoed, please contact the office before the function.

Charter Confirmation
You will receive a Charter Confirmation document at the time of booking and an updated one shortly before your function. This document lists everything that has been agreed and paid for and is the one that the crew will work from to provide your event. The Charter Confirmation should be checked carefully to ensure it accurately reflects your requirements as anything not listed on the Charter Confirmation has not been agreed and paid for and will not be provided on board.

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If you have any special requests or comments please let us know and we will do our best to help. Above all we want you to have fun and enjoy your trip on the river.

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

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