

## **TERMS & CONDITIONS**

### **1. Introduction**

1.1 The terms and conditions contained in this document (“Conditions”) apply to all transactions for the hire or purchase of products and services (“Services”) from the site of Thames Covers Ltd. By booking or ordering any Services from our site you are indicating your acceptance to be bound by these Conditions. These Conditions form a legal agreement between you and us and can only be amended with our consent. You can print a copy of these Trading Conditions by selecting the print option from the “File” menu.

1.2 In the event that should any Site contain separate conditions of trading linked to via the Site homepage. In the case of conflict between those conditions of trading and these conditions, the conditions of trading shall prevail over these Conditions.

1.3 We reserve the right to change these Conditions from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

### **1. Booking and Ordering Services**

2.1 You may place a booking on our website <https://www.redlionshepperton.com/>

2.2 All bookings placed by you are subject to acceptance by us. We may choose not to accept your booking for any reason and will not be liable to you or to anyone else in those circumstances.

2.3 Acceptance of your booking is the formation that the contract between us will take place, unless we have notified you that we do not accept your booking or you have already cancelled it in accordance with the provisions below

2.4 If your booking includes Service(s) which are not available, we will contact you by email or by telephone to ask you how you wish to proceed. You will have the option to wait until the Service(s) are available, or cancel your booking or order.

## **1. Hiring and Your Safety**

3.1 Any Member of staff may refuse the hiring of any craft to persons or parties without giving any reason

### **3.2 Motorboat Hire**

1. Whilst underway you **MUST** keep inside the seating area.
2. It is dangerous to unnecessarily rock the boat and endangers the safety of all on board.
3. At least one person on board must be over 18 years of age and accept responsibility for the group and provide proof of a telephone number.
4. All non swimmers and children under the age of 16 years **MUST** wear life support equipment
5. Pets are allowed onboard, a charge of £25 is made to cover any additional cleaning cost.

3.3 All hire boats must be returned half an hour before sunset

### **1. Prices and payment**

4.1 The prices of Services advertised are as set out on our Site. All prices are in pounds (£) sterling, inclusive of VAT.

4.2 Prices may change at any time prior to (but not after) acceptance of your booking.

4.3 We cannot accept your booking or order for motorboat hire until you have paid for it in full.

4.4 In the unlikely event that the price of any service has been incorrectly advertised on our Site, we will contact you by email or telephone to ask whether you wish to proceed with the booking at the correct price. If you are not happy to proceed, we will cancel the booking.

### **1. Cancellations and returns**

6.1 You may cancel your booking without giving any reason within 48 hours of service to be provided for boat hire. To exercise the right to cancel, you must notify us, giving us your full name, and any reference (if any)

6.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired, we will reimburse to you up to 50% of any payment that has been made in full from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. You may ask us to substitute a Service, rather than provide you with a refund, but we can only do that if the Service you wish to substitute is of equivalent value to the booking you are cancelling.

### **1. Service Information**

8.1 We have taken reasonable steps to display as accurately as possible the Services in the images that appear on our Site.

8.2 From time to time, we may run special or local promotions. .

8.3 Any information on our Site regarding Services is as a guide only. If you are in any doubt we recommend that you contact us prior to booking.

### **1. Security**

9.1 We understand that you may have concerns about security on the internet. Our Site uses a secure server to protect your personal information.

9.3 We recommend that you do not communicate to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

### **1. Our liability**

10.1 We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.

10.2 You are responsible for the use you make of the Service(s) you book. To the extent not prohibited by law, we accept no

liability for any loss or damage which is not reasonably foreseeable or for any loss.

10.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

10.4 Nothing in this section or elsewhere in our Conditions affects your statutory legal rights.

## **1. Personal Data**

We will only use your personal information in accordance with our Privacy & Cookie Policy. Please take the time to read our Privacy & Cookie Policy, as it includes important conditions which apply to you.

### **1. General**

12.1 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Conditions.

12.2 If any part of these Conditions is found to be unenforceable as a matter of law, all other parts of these Conditions shall be unaffected and shall remain in force.

12.3 You and we agree that English law applies to these Conditions and that any dispute between us arising out of or in connection with these Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

12.4 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12.5 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Trading Conditions, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

### 1. How to contact us

13.1 Please feel free to contact us using the details set out on our Website <https://www.redlionshepperton.com/>.

## ARRIVAL & RETURN

Please arrive at the mooring at The Red Lion at least 15 minutes before your rental period is due to start in order for us to complete the booking in process and fit buoyancy aids if requested (required for children under age 16), show you the workings of the boat and generally look after your safety.

Please ensure you return the boat on time otherwise the next customer will be let down, and you will be charged a hire supplement.

Please make sure you have read the notes for skippers and crew that we provide.

## PUBTUB ALCOHOL POLICY

- All parties must be sober to board their PubTub (we may ask you to use a breathalyser test)
- Anyone who steers the boat (the Skipper) must remain sober during the trip.
- Guests who do not steer the boat may consume a limited amount of alcohol. We have limits on the amount of alcohol allowed onto our boats, these are :

- Either two bottles/cans of standard strength beer or lager per person per hire period, or one 750ml bottle of wine/prosecco between every two people
- Or one bottle of Pimm's with suitable mixers per boat
- No straight spirits allowed
- Skippers (the driver) must remain sober

## RULES OF THE RIVER

Always stay within the main river channel and follow all directional arrows. If you stray from the marked channel (e.g. up backwaters or weir streams) you risk running aground and damaging the boat.

Keep to the right hand side of the river whenever it is safe and practical.

Near bridges or sharp bends, boats going upstream must give way to boats coming downstream

Remember even when you have right of way it remains your responsibility to avoid collision.

Always respect the river speed limit of 8kph (about 5mph) over the bed of the river.

Avoid turning your boat near bridges, bends and locks.

Do not turn across the bows of oncoming boats; wait until it is safe.

Always take care when overtaking and keep clear of other boats.

Keep a sharp look out at all times for any hazards, taking action when necessary. If in doubt, slow down or STOP.

Respect warning signs. It is dangerous and illegal to interfere with weir gates and sluices. In an emergency call 999.

Obey River Thames short stay mooring requirements, you can download a helpful fact sheet for more information [www.environment-agency.gov.uk/thamesmoorings](http://www.environment-agency.gov.uk/thamesmoorings)

Hire boats should not navigate between the hours of sunset and sunrise without permission from the hire boat operator and only if fitted with the correct navigation lights. THAMES COVERS Ltd does not allow navigation after sunset.

## MOORINGS

You may moor against the bank unless there are signs preventing this or the river is clearly too shallow.

If you are uncertain regarding a mooring ask for advice rather than take any risks. We are here to help and are just a phone call away.

We advise against swimming from the river bank. There are strong currents in places and every year there are swimmers who drown.

Do not use our buoyancy aids outside the boat. They are to be used inside the boat only. So use it only in an emergency.

Swimming from the boat is strictly forbidden. That rule also applies to any dog on board.

Beware of the boats propeller they are sharp and turn quickly.

Propeller accidents can be fatal.