

MAINSTREAM LEISURE GROUP

("the Company")

TERMS AND CONDITIONS OF BOOKING

1. a) These conditions and those on the Booking Form overleaf govern the hiring by the Hirer upon the River Thames, London of the vessel specified overleaf from the Mainstream Leisure Group ("the Company") on the date and for the period and function specified overleaf
b) These conditions supersede all previous conditions and shall apply to all hirings of the vessel and may only be altered upon the written agreement of the Hirer and Director of the Company.
2. a) **No booking can be confirmed until a completed and signed copy of the Booking form (overleaf) indicating acceptance of these Terms and Conditions has been received and accepted by a Director of the Company. All bookings, with agreed prices, will be confirmed to the Hirer by the Company in writing.**
b) Any person named on the Booking Form as Hirer shall be considered the Hirer and shall be bound by these Terms and Conditions and shall be liable for all charges made by the Company. Where two or more persons are named they shall each be considered the Hirer and shall be jointly and severally liable under these Conditions.
3. a) The Hirer is required to pay a deposit of up to 50% of the boat hire and pier due charges (the latter if applicable) to confirm the bookings ("The Deposit") in the sum shown overleaf, such payment to be made within seven days of the verbal confirmation of the booking by the Hirer.
b) **Fourteen days prior to the date of the function the hirer shall notify the Company of the minimum number of expected guests.** A balance invoice based on that figure will then be raised for payment by return and such balance must be paid prior to the date of the function or the Company may immediately cancel the booking and retain the Deposit as an agreed level of compensation for such cancellation. Any substantial changes made after the balance invoice has been issued may be subject to a £75 administration charge.
c) The final number of guests attending the function must be confirmed to the Company, in writing, within 72 hours prior to the date of the function and this is the minimum number that will be charged; If the passenger numbers counted on board are more than the final number given, the Hirer will be charged accordingly in relation to any additional catering/own catering charges and/or boat hire fees.; Such invoice shall then be paid within seven days of the invoice date.
d) If the Deposit (boat hire) is not paid to the Company within seven days after the date of the verbal confirmation of the booking by the Hirer then the Company may immediately cancel the booking.
e) The Hirer undertakes to pay the Company all other sums due to the Company in respect of the function within seven days of receiving an invoice from the Company in respect of such sums.
f) If the invoice is not paid in accordance with sub-clause 3(e) above, the Company will charge interest on the balance due at the rate of one per cent (1%) per month from the date of the invoice until the date of payment before or after judgement.
4. At the time of booking the Hirer shall state in the Booking Form overleaf as accurately as possible the number of persons expected to attend the function.
5. If the Hirer has cause to cancel the event the Deposit is not refundable in whole or in part and the Hirer agrees the Deposit may be returned by the Company as an agreed level of compensation for such cancellation. Should the cancellation occur within 42 days of the date of the function then the Hirer will be liable to pay the Company the balance of the charter costs if the vessel cannot be re-let. Additionally the Hirer will be liable to 75% of the cost of any contracted artistes or attractions booked on their behalf by the Company. Should the cancellation occur less than 14 days before the date of the function then the Hirer will be liable to pay the Company all catering and other costs involved.
6. The nature of the function shall be notified to the Company at the time of bookings and the Company may in its absolute discretion and without giving any reason refuse to let the vessel to the Hirer. For events where by tickets are being sold, a '696' Police form may be required for completion & submitted to the Police for their approval, no liability or costs shall be attached to the Company should approval be refused.
7. If the Hirer or any persons contracted by the Hirer require access to the boat prior to guests boarding, additional costs may be levied depending on the boat's schedule and availability. Whether such charges are applicable will be determined based on each function's individual requirements.
8. Nothing shall be affixed to any part of the vessel by the Hirer or any guest by any means whatsoever without prior consent of the Company. Nothing should ever be used that will leave residual marks.
9. Basic initial charges are as specified, per your quote/correspondence with the Company. However, wines, spirits, beers and other beverages will be charged as taken and are available on board the vessel at fixed prices (the Hirer will be asked and is obliged to sign for any items on account at the end of the function). The Hirer is not permitted to take on board the vessel any beverages or food for use during the hiring, unless by prior written agreement. All beverages brought on board, by arrangement or otherwise, shall be subject to a corkage charge. For own catering, charges will be levied as discussed.
10. The Hirer must not allow their party to board the vessel until fifteen minutes prior to the Embarkation time. The vessel will return fifteen minutes before the end of the scheduled cruise. At that time all music and the sale of alcohol will cease.
11. The Embarkation time and Disembarkation time are not guaranteed by the Company which will use its reasonable endeavours to comply therewith.
12. The Company reserves the right to substitute another vessel (of a similar capacity) and, if necessary, for reasons beyond its control, to cancel the booking, but the Company will not in such circumstances be liable for any expenses incurred by the Hirer or any guests, before, during or after the function.
13. The Hirer agrees to reimburse the Company for any additional expense for cleaning or repairs as a result of the use or misuse of the vessel by the Hirer or any guests before, during or after the function
14. No liability will attach to the Company in respect of any loss or damage to the Hirer or any guests or for anything brought onto the vessel by any such person, save loss or damage due to the negligence of the Company. All boats carry up to a £20 million third party liability cover.
15. The Hirer will be responsible for all loss or damage to property upon or brought onto the vessel and for any injury to any person or thing caused or in consequence of any act or omission on the part of the Hirer, its agents or servants and/or any guest and the Hirer will keep the Company indemnified in respect of any such loss, damage or injury
16. No animal or birds may be brought upon the vessel without the written permission of the Company
17. Once the final event summary/function sheet is issued, all information is taken as final and binding; if the Hirer has any comments during the function the Captain or Function Manager will be happy to discuss these with the Hirer at any time. Any complaints must be notified to either the Captain and/or Function Manager at the time of the Hire and then restated in writing to the office no later than 3 days after the Hire. Failure to comply with this request will indemnify the Company from the payment of any compensation.
18. During the Hire, the vessel will remain under complete control of the Captain and/or crew as provided by the Company. If for weather, tide or other reasons, the Captain considers it necessary to vary the scheduled trip, his decision will be final. The Captain will endeavour to bring the vessel alongside 15 minutes before the stated time on the booking form to facilitate the embarkation and disembarkation but Condition 11 above should be noted.
19. All prices are subject to change without notification