

Terms and Conditions for hiring MV Havengore ("The Vessel")

All bookings for functions accepted by Venues of Distinction Ltd ("The Company") are subject to the following terms and conditions:

1. Upon entering into an agreement with the Company for the Vessel the Client shall pay the charges as advised in the Booking Form and/or in other correspondence.
2. At the time of booking a deposit is required. The balance of payments in cleared funds must be received by the Company 30 days prior to the date of the function. If cleared funds are not with the Company 30 days prior to the event, the Company is entitled to cancel the booking without refunding the deposit.
3. The Client shall not less than 7 working days before a function is due to take place inform the company in writing of the number of persons who will attend.
4. The contract price shall be calculated on whichever of the following bases is agreed between the Company and the Client:
 - a) Such global sum may have been agreed; or
 - b) the total sum arrived at by multiplying the agreed per capita charge by the number notified to the Company under the provisions of clause 3 hereof; or
 - c) the total sum arrived at by multiplying the agreed per capita charge by the minimum number of persons to attend or the number who do attend, whichever is the greater; or
 - d) such other method of calculation as may have been agreed between the parties.
5. In the event of circumstances arising beyond the Company's control and which render impracticable the performance by the Company of its obligation in respect of any booking the Company shall be entitled on refunding the deposit to cancel such booking without incurring any further liability to the Client in respect of such cancellation. The circumstances hereinbefore referred to include (but shall not be limited to) mechanical breakdown, damage to or destruction of the Vessel (whether by fire or otherwise), strikes, lockouts, industrial unrest, acts of terrorism. In the event of such an occurrence the company shall endeavour to find a replacement vessel but shall be under no obligation to do so.
6. The Company shall not be liable for any loss or damage to the property of the Client or any guest of the Client suffered or incurred whilst on the Vessel or on the Company's premises, save insofar as the same may be caused by the default of the Company, its servants or agents.
7. All property of the Client and their guests is to be removed from the Vessel at the end of an event. When impractical and by arrangement with the master it will be held by the Company for up to 24 hours after the hire terminates.
8. The Client shall be responsible for bringing the provisions of clause 6 hereof to the attention of any guests attending any function being the subject matter of this agreement between the Company and the Client.

9. No wines or spirits or food may be brought onto the Vessel by the Client or their guests for consumption on the Vessel unless prior agreement with the Company.

10. All functions must finish at the time agreed between the Client and the Company.

11. The Vessel shall be left in the state and condition in which it was found by the Client prior to the commencement of the function. The Client shall be liable for any damage caused to the Vessel or any furnishings, utensils or equipment therein by the wilful act or default of the Client or any guest or employee of the Client and shall pay to the Company on demand the amount required to make good or remedy such damage, including compensation for loss of business whilst the damage is being repaired.

12. The Client shall be entitled to cancel the booking by giving notice in writing to the Company. The following cancellation fees and transfer fees will apply:

If cancelled more than 8 weeks before the date of function - 50% of boat hire.

If cancelled less than 8 weeks before but not more than 6 weeks before the date of the function - 100% of boat hire if the vessel cannot be re-let.

If cancelled less than 2 weeks before the date of function - 100% of boat hire and any costs for entertainment and catering incurred by the Company.

13. Throughout the period of hire, the Vessel shall remain under the complete control of the legal Master of the Vessel (The "Master") and the orders of the Master shall be obeyed by the Client and the Client's guests at all times.

14. Any scheduled trip may be varied by the Master at his absolute discretion in the event of his considering that such variation is necessary for any cause whatsoever.

15. The Client shall have no right to issue tickets for any event on the Vessel except by agreement with the Company.

16. The Company shall use its reasonable endeavours to comply with the agreed Embarkation time/Embarkation point and Disembarkation time/Disembarkation point but these cannot be guaranteed.

17. No animals or birds may be brought upon the Vessel without the written permission of the Company.

18. If the Client has any comments or complaints during the function the Function Manager will be happy to discuss these at the time. Any complaints must be notified to the Function Manager at the time and then restated in writing to the Company no later than 3 days after the function. Failure to comply with this request will indemnify the Company against any claim for compensation.

19. No variation of these terms and conditions shall be binding on the Company unless signed on behalf of the Company by a Director or Manager thereof.

Note: Terms & Conditions do not affect your statutory rights