TERMS AND CONDITIONS OF BOOKING – PRIVATE HIRE

General

1. These Terms and Conditions govern the hiring by the Hirer upon the River Thames in London of any vessel from City Cruises (“the Company”).
   a. The term “the Hirer” shall include the Hirer’s principal, or the representative from a company or agency.
   b. The term “the Company” shall include the servants, agents and independent contractors of the Company.
   c. The terms “in writing” and “written” mean an email or a letter sent by post.
2. These Terms and Conditions supersede any previous conditions and shall apply to all hiring of the vessel during the period of contract. They may only be amended with the written agreement of the Hirer and a Director of the Company.
3. The Hirer shall be entitled to hire the vessel for the Hire Period to carry out the Function in accordance with this Agreement.
4. The Company shall provide the event as detailed in the Event Sheet and a pro forma invoice will be provided for payment. No booking is confirmed until a deposit / balance payment has been received.

Operations

5. Our maximum capacity of the vessel will be advised at the point of booking.
6. The nature of the event must be notified at the time of booking and the company may, at its own discretion, refuse to let the vessel to the Hirer, without giving any reason.
7. It is the responsibility of the Hirer to advise the Company in writing of any information about the passengers that the Company may need to fulfil its services with sufficient notice. This includes but is not limited to requirements relating to mobility or dietary needs.
8. The passengers of the Hirer should consider themselves to be sufficiently medically fit to undertake the journey. Larger or less mobile passengers may not be able to access all areas of the vessel.
9. 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 guest before, during or after the function, fair wear and tear excepted.
10. Nothing shall be affixed to any part of the vessel by the Hirer or any sponsor by any means whatsoever without the prior consent in writing of the Company. The vessel shall be in the same good order and condition as before the Function and the Hirer shall procure that all repairs to our replacement of any damage, worn or lost parts of the equipment be effected in such manner as not to diminish the value of the vessel. Nothing should ever be used that will leave residual marks.
11. The Hirer and its guests are not permitted to take on board the vessel any beverages or food for use during the hiring, unless by prior written agreement of the Company. All beverages and/or food brought on board, by arrangement or otherwise, will be subject to a corkage and/or handling charge or otherwise will be removed from the vessel.
12. The Hirer and any agreed sub-contractors and sponsors will be allowed to board the vessel at Cherry Garden Pier, Bermondsey, SE16 4TU at an agreed time for additional set up an hour before the agreed departure time, from Cherry Garden Pier subject to operational restrictions. Additional set up time may be agreed by prior written arrangement, and may be subject to an additional charge.
13. The embarkation and disembarkation time and place cannot be guaranteed by the Company, which will however use its reasonable endeavours to comply therewith. NB: For operational reasons the vessel must depart no more than 15 minutes after berthing at the embarkation or disembarkation place unless a longer embarkation/
disembarkation has been pre-booked and paid for. Delays on piers may result in additional charges being levied by London River Service of up to £600. Such penalties are unlikely but where this happens and the cause of the delay can be attributed to the Hirer and / or its guests, the Company is entitled to pass this penalty to the Hirer. Please note if the Hirer is late to the embarkation the Company cannot wait on the pier and therefore cannot guarantee being able to collect from that pier as it will be subject to other bookings.

14. From time to time City Cruises will work with preferred partners and provide boats that are not owned and/or operated by City Cruises plc. In this instance City Cruises Terms and Conditions prevail. Payment and contractual terms are with City Cruises who in turn has an agreement with the third party provider.

15. The Company has the right to refuse admission to any customer due to drunkenness or any other behaviour that it sees has the potential to compromise the experience of or harm to other passengers.

16. The Company reserves the right to insist upon security services at some functions and costs will be levied by the Hirer. Please note all boat hire that finishes at midnight, or after, will required security staff that will be charged to the Hirer.

17. No animals or birds may be brought onto the vessel without the written permission of the Company.

Provisional bookings

18. The Company may agree to hold a date for a client. This date is not confirmed until a deposit payment has been received. Should another company wish to secure the same vessel on the same date reasonable effort will be made, via phone and/or email, to contact the provisional hirer and a period of 24 hours given to confirm the booking. Should this not happen the Company reserve the right to secure the booking with the second Hirer.

Payment

19. All prices are quoted in Pounds Sterling.

20. Deposits a non-refundable deposit of 25% of the final quotation will be due to secure the vessel and piers. This must be paid within 7 days of issue, of the deposit pro forma to secure the vessel. Piers can be booked until the deposit has been received.

21. The Hirer undertakes to pay the Company all other sums due to the Company in respect of the function immediately upon presentation of any invoice from the Company in respect of such sums. Please note payment must be made in full prior to the event. Failure to do so may prevent the event from proceeding.

22. If any invoice is not paid in accordance, the Company will charge interest on the balance due at the rate of one per cent. (1%) per month or pro rata from the date of the invoice until the date of payment. Non-payment of invoice is likely to result in the event not proceeding.

23. Payment schedules relating to this Agreement are set out in the pro forma invoice.

24. Upon payment of the deposit, the Hirer is agreeing to the terms and conditions detailed herein.

25. No less than 14 days before the event the hirer shall notify the company of the minimum number of expected guests, menu choices and wine selection. A balance invoice will be raised and that balance must be paid no later than 14 days of the date of invoice. Final guest numbers must be advised in writing no less than 4 working days before the date of the function.

26. No partial refunds will be given for prepaid food and/or drink packages that have not been fully redeemed.

27. Credit Card/Debit Handling fees may be incurred. Any charges incurred as a result of a bank payment are the responsibility of the Hirer. Cheques must be received at least 7 working days before the event to allow the cheques to clear. BACS payment details can be found on the proforma invoice.
Cancellation

28. If the hirer cancels the booking the deposit is not refundable in whole or in part. Should the cancellation occur within 30 days of the event the Company reserve the right to invoice for the full cost of the boat hire unless the vessel can be re-hired. Any 3rd party costs incurred will be invoiced to the hirer. In addition the Hirer will be liable to pay to the company all catering and other costs incurred in connection with the function.

Liability and Indemnification

29. No liability will attach to either party in respect of any loss or damage or personal injury to any guest or anything brought onto the vessel by any such person which is not caused by its negligence, or the negligence of its employees, save for loss or damage or personal injury due to the negligence of either party. The Company carries a US$ 1,000,000,000 third party liability cover. The Hirer shall pay the Company all losses and indemnify the Company against all claims and demands which are not covered by Company’s third party liability cover.

30. Nothing in this Agreement shall exclude liability of either party for death or personal injury or thing caused or in consequence of any negligent act or omission on the part of either party, for fraud or any other liability which may not be excluded by law.

31. The parties agree to indemnify and keep indemnified each other against all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses whatsoever by whomsoever made and howsoever arising or paid by or awarded against either party in respect of or caused directly by the neglect or fault of the either party, any breach by either party of any of its obligations under this Agreement, the party’s enforcement of any terms of this Agreement, or any damage, loss or expense caused by either party. Such liability shall be capped at a maximum of the fees paid by the Hirer to the Company under this Agreement in the preceding 12 month period.

32. In no event shall a party be liable to the other party for any, special, incidental, indirect or consequential loss or damage, loss of revenue, loss of profits, loss of business or goodwill, punitive damages, economic loss; loss of business or contracts and loss of anticipated savings.

33. The Company will not be held responsible for or liable to pay refunds in respect of any interruption/disruption to the customer experience, no matter how material, as a result of inclement weather, force majeure (including but not limited to mechanical breakdown, damage to or destruction of the Vessel (whether by fire or otherwise), strikes, lockouts, industrial unrest, acts of terrorism and extreme tidal conditions) or any other reason outside the control of the Company.

34. The Company will not be responsible for any third party equipment on board and will not be liable for the failure of such equipment or any subsequent customer claims.

35. In the event of any circumstances set out in Clause 31 occurring the Company shall endeavour to find a replacement vessel that may/may not be owned/operated by City Cruises or embarkation/disembarkation pier but shall be under no obligation to do so.

36. During the Function, the vessel will remain under the complete control of the Captain. If for weather, tide or any other reason whatsoever the Captain considers it necessary to vary the function in any way whatsoever his decision will be final.

37. All prices may be subject to change without notification.
Catering
38. Due to changes in quality of produce and availability the chef reserves the right to substitute menu items without notice.
39. Own catering is allowed but is subject to a charge. Please see the Own Catering Terms and Conditions and request form, which must be completed before approval is given.
40. Noise
41. Should the Hirer be providing suppliers/entertainers for their event who need to board at Cherry Garden Pier they must adhere to the noise guidelines at Cherry Garden Pier which is based in a residential neighbourhood. No deliveries of offloading after 22:00 at night and before 07:00 of a morning.

Complaint Procedure
42. If the Hirer has any comments during the function the Captain or Function Manager will be happy to discuss these with the Hirer at the time. Any complaints must be notified to the Captain at the time of the function and then restated in writing/email to the Company no more than 5 working days after the function. Failure to comply with these requirements will relieve the Company from any liability whatsoever in respect of the said complaints.

Jurisdiction
43. These Terms and Conditions shall be governed by English Law and any dispute or other matter arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English Courts.

Confidentiality
44. Both parties undertake to keep confidential during the period of this agreement and at any time after its expiry or sooner termination (as the case may be), information:
45. Which it may have or acquire in relation to the customer, the business, operations or affairs of the other party; and
46. Which relates to the contents or subject matter of this agreement (or any agreement entered into pursuant to this agreement) including all pricing information.
47. None of the parties (other than for the purpose of the obligations under this agreement) use for its own business purposes or disclose to any third party any such information without the prior written consent of the other party, unless the information:
   a. Was public knowledge or already known at the time of disclosure
   b. Subsequently becomes public knowledge other than by breach of this agreement
48. Subsequently becomes lawfully into possession from a third party
Termination

49. Without affecting any other right or remedy available to them, the parties will have the right to terminate this Agreement with immediate effect upon written notice if:

a) the other party commits a material or persistent breach of this Agreement and (in the case of a material breach which is capable of remedy) fails to remedy that breach within such a reasonable period of time as the terminating party specifies by written notice; or

b) the other party is subject to the commencement of any type of insolvency proceedings;

b) there is a change of control of the other party. “Control” for these purposes shall be as defined in Section 707 of the Corporation Tax Act 2010, or

d) in the event of the performance of this Agreement being prevented by force majeure or by any cause whatsoever beyond the reasonable control of the parties, or

e) the other party stops or suspends or all or a material part of payment or is unable to make the payments as they fall due.