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## FENTON BOATS BOOKING TERMS AND CONDITIONS

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These Terms and Conditions apply to Fenton Boats at the home of Fenton Boats (“**Owner**”). The Terms and Conditions form the basis of your contract with the Owner so please read them carefully before making a reservation.

### 1. Definitions

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| <b>“Additional Services”</b>  | means such additional optional services as may from time to time be provided by the Owner during the Boat stay Period, as set out in the Owner’s prevailing tariff; |
| <b>[“Block”</b>               | means the building and grounds known as <<Name of block of flats>>];  |
| <b>“Booking Confirmation”</b> | means the confirmation of booking provided to the Guest when a booking has been accepted;   |
| <b>“Booking Deposit”</b>      | Means Fixed <b>£250</b> of any booking;   |
| <b>“Booking Form”</b>         | means the Boat stay accommodation booking form completed by the Guest;  |
| <b>“End Date”</b>             | means the last day of the Boat stay Period;   |
| <b>“Fees”</b>                 | means the fees specified in the Booking Form;   |
| <b>“Guest”</b>                | means the person booking Boat stay accommodation;   |
| <b>“Homestay Period”</b>      | means the duration of the Guest’s stay as specified in the Booking Form;  |
| <b>“Inventory”</b>            | means the inventory of fixtures furniture and effects in the Room a copy of which is kept at the Property;  |
| <b>“Boat”</b>                 | The <b>Boat (s) Owned by Fenton Boats</b> at:-<br><br>St Katherines Dock  |
| <b>“Room”</b>                 | means the room on the Boat in the Booking Form together with the fixtures furniture and effects specified in the Inventory;   |
| <b>[“Security Deposit”</b>    | means [£250 refundable]   |
| <b>“Start Date”</b>           | means the first day of the Boatstay Period.   |

### 2. Booking and Payment of Booking Deposit

- 2.1 A booking is made by completing and submitting the Booking Form and paying the Booking Deposit.
- 2.2 The Guest must pay the Booking Deposit to the Owner within 1 days of submitting the Booking Form.

- 2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Guest a Booking Confirmation. At this point a binding contract exists.
3. **Payment of Fees**
- 3.1 The Guest must pay the balance of the Fees due to the Owner at with immediate effect to secure Start Date.
4. **[Security Deposit**
- 4.1 The Guest must pay the Security Deposit to the Owner no later than the date on which the balance of the Fees is to be paid.
- 4.2 The Security Deposit will be held by the Owner and applied against the cost of remedying any damage to the Property caused by the Guest.
- 4.3 The Security Deposit will be returned to the Guest not more than 7 days after the End Date less any deductions made for the cost of remedying any damage.]
5. **Cancellation of Booking**
- 5.1 If the Guest cancels the booking more than 8 weeks before the Start Date the Owner shall be entitled to retain a **Full amount** the Owner will refund all other sums paid by the Guest.
- 5.2 If the Guest cancels the booking by giving less than 8 weeks' notice the following provisions will apply:
- 5.2.1 cancellation between 4-8 weeks from the Start Date – the Owner retains 25% of the Fees and will refund all other sums paid by the Guest;
- 5.2.2 cancellation between 0-4 weeks from the Start Date – the Owner retains 100% of the Fees and will refund all other sums paid by the Guest;
- 5.2.3 cancellation Due to Covid-19 based on Government guidelines to refuse access to the Boat – the Owner retains 100% of the Fees and will refund all other sums paid by the Guest;
- 5.3 If the Guest has not paid the Fees [and Security Deposit] by the date specified in Clause 3.1 the Guest will be deemed to have cancelled the booking under Clause [5.1].
6. **Owner's obligations during the Boat stay Period**
- 6.1 The Owner agrees that the Guest may use the Boat as accommodation only during the Boat stay Period without interference subject to the Guest complying with these Terms and Conditions.
- 6.2 The Owner shall provide adequate bed linen and towels for the Room.
- 6.3 The Guest (in common with the Owner and other occupiers of the Boat) is also entitled to use the kitchen bathroom WC Galley hall stairs and Deck area at their own risk and must be 18 or over. in the Boat in accordance with any reasonable regulations made by the Owner.
- 6.4 The Guest may use the pontoon access areas with security keycard, a waiver

must be signed during the stay period to release liability of Personal accident.

**7. Guest's obligations during the Boat stay Period**

- 7.1 The Guest shall pay all charges relating to the Guest's use of any Additional Services in accordance with the Owner's prevailing tariff.
- 7.2 The Guest shall use the Boat in a reasonable and careful manner and shall keep the Room clean and tidy at all times.
- 7.3 The Guest shall make good all damage caused to the Property (including the Owner's fixtures and fittings) or to any other property owned by the Owner through:
  - 7.3.1 any breach of the obligations set out in these Terms and Conditions;
  - 7.3.2 any improper use by or negligence of the Guest or any person at the Property with the Guest's permission.
- 7.4 The Guest shall keep the items specified in the Inventory clean and in the same condition as at the commencement of the Boat stay Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Owner to pay compensation to the Owner).
- 7.5 The Guest shall report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Guest.
- 7.6 The Guest shall in cases of emergency allow the Owner [or the owner of the Block] or anyone with their authority to enter the Room at any time and without notice.
- 7.7 [The Guest shall allow the Owner and/or his agent access to inspect the Room by prior arrangement at [weekly] **OR** [monthly] intervals throughout the Homestay Period.]
- 7.8 The Guest shall use the Room and the Boat as short-stay living accommodation for a maximum of 4 people only.
- 7.9 The Guest shall not do anything on the Boat which may be a nuisance to or cause damage or annoyance to the Owner or other guests or to the tenants or occupiers of any adjoining property or Boats.
- 7.10 The Guest shall not use the Boat for any illegal or immoral purposes.
- 7.11 [The Guest shall not bring any animal or pet to the Boat.]
- 7.12 The Guest shall not smoke at the Boat.
- 7.13 The Guest shall not part with possession or share occupation of the Boat or any part of it.
- 7.14 The Guest shall not permit any person to occupy the Boat as a lodger.
- 7.15 The Guest shall not alter add to or interfere with the appearance structure exterior or interior of the Boat or the arrangement of the fixtures furniture and effects belonging to the Owner.
- 7.16 [The Guest shall not leave any belongings place any items or hang any washing in the communal areas of the Block.]
- 7.17 The Guest shall comply with any reasonable regulations made by the Owner relating to the use of the Boat.

- 7.18 [The Guest shall comply with any regulations which the owner of the Boat, its agents or any management company for the Boat may from time to time make in the interests of good management of the Boat.]
- 7.19 At the end of the Boat stay Period the Guest shall remove the Guest's belongings from the Boat and leave the Boat clean and tidy so that the Boat is ready for immediate re-occupation.

## 8. **Termination**

- 8.1 If the Fees are at least 7 days overdue or if there has been a substantial breach of any of the Guest's obligations the Owner may terminate the contract between the Owner and the Guest. The other rights and remedies of the Owner will remain in force

## 9. **General**

- 9.1 Any obligation on the Guest in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 9.2 Whenever there is more than one person comprising the Owner or the Guest their obligations may be enforced against all of them jointly and against each of them individually.
- 9.3 The Owner and Guest do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.4 An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 9.5 The contract between the Owner and the Guest shall be governed by the law of England and Wales.