



THAMES LUXURY CHARTERS LIMITED
TERMS AND CONDITIONS OF BOOKING

1. (a) These Terms and Conditions and the Booking Form overleaf govern the hiring by the Hirer upon the River Thames, London of the vessel named overleaf from Thames Luxury Charters Ltd. ("the Company") on the date and for the period and function specified overleaf.

The term "the Hirer" shall include the Hirer's principal, if applicable.

The term "the Company" shall include the servants, agents and independent contractors of the Company.

The terms "in writing" and "written" mean first class mail and email.

- (b) These Terms and Conditions supersede all previous conditions and shall apply to all hirings of the vessel. They may only be amended with the written agreement of the Hirer and a Director of the Company.
2. 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 ("the Charter Cost"), will be confirmed to the Hirer by the Company in writing. See Clause 20 below.
3. (a) The Hirer is in addition required to pay a 50% non-refundable deposit of the boat hire and pier due charges (the latter if applicable) to confirm the booking ("the Deposit"), such payment to be made within seven days of the verbal confirmation of the booking by the-Hirer. See Clause 5 below.
- (b) If the Deposit is not paid to the Company within 7 days after the date of written confirmation of the booking by the Company then the Company may cancel the booking.
- (c) No less than 21 days prior to the date of the function the Hirer shall notify the Company of the minimum number of expected guests, menu choices and wine selection. A balance invoice based on that figure will then be raised for payment and such balance must be paid no less than 14 days prior to the date of the function or the Company may immediately cancel the booking and retain the Deposit as an on-account contribution to compensation for such cancellation. If an Account Bar is required, the Hirer shall no less than 7 days prior to the date of the function pay to the Company an additional deposit amounting to 70% of the Company's estimate of the anticipated total bar account and any associated charges.
- (d) The final number of guests attending the function must be confirmed to the Company in writing no less than 3 working days before the date of the function and this is the minimum number that will be charged by the Company, save that no refund will be made if the final number is below that specified in Clause 3(c) above.
- (e) 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.
- (f) If any invoice is not paid in accordance with sub-clauses 3(a) to (e) above, 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.
- (g) Payments made by debit or credit card will be subject to a handling fee. Payments by cheque must be received by the Company no later than 14 days before the due date. If payment is made by bank transfer, all bank charges must be met by the Hirer. Payments must be in cleared funds in the Company's account by the due date.
4. At the time of booking, the Hirer must state in the Booking Form overleaf as accurately as possible the number of guests expected to attend the function. In the event of an under/over-statement prejudicing in the Company's reasonable opinion the Company's ability effectively to perform the booking, the Company may without notice cancel the booking.
5. If the Hirer cancels the booking the Deposit is not refundable in whole or in part and the Hirer agrees the Deposit may be retained by the Company as an on-account contribution to compensation for such cancellation. See Clause 3(a) above. Should the cancellation occur within 42 days of the date of the function then the Hirer will in addition be liable to pay the Company the balance of the Charter Cost if the vessel cannot be re-let. In addition, the Hirer will be liable to pay 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 in addition be liable to pay to the Company all catering and other costs incurred in connection with the function.



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6. The nature of the function shall be notified to the Company at the time of booking and the Company may in its absolute discretion and without giving any reason refuse to let the vessel to the Hirer. The Company reserve the right, from time to time, to request an additional deposit against damages/breakages for functions where no catering is required. If in its absolute discretion the Company considers that security services are required for the function, these will be organised by the Company at the Hirer's expense. No refunds can be given in respect of such expense.
7. 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.
8. Nothing shall be affixed to any part of the vessel by the Hirer or any guest by any means whatsoever without the prior consent in writing of the Company. Nothing should ever be used that will leave residual marks.
9. Basic initial charges are as specified in the accompanying Menus and Tariffs booklet. 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).
10. 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 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.
11. The Hirer and his guests will not be permitted to board the vessel more than 15 minutes prior to the embarkation time.
12. 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 20 minutes after berthing at the embarkation or disembarkation place unless a longer embarkation/disembarkation has been pre-booked.
13. The Captain will endeavour to bring the vessel alongside 15 minutes before the times stated on the Booking Form overleaf to facilitate embarkation and disembarkation but Clause 12 above should be noted.
14. No liability will attach to the Company in respect of any loss or damage or personal injury to the Hirer or any guest or anything brought onto the vessel by any such person, save for loss or damage or personal injury due to the negligence of the Company. The Company carries a £30 million third party liability cover.
15. The Hirer will be liable for all loss or damage to property upon or brought on to the vessel and for any injury to any person or thing caused or in consequence of any negligent act or omission on the part of the Hirer, its servants or agents or independent contractors and/or any guest of the Hirer, and the Hirer will keep the Company indemnified in respect of any such loss, damage or injury.
16. No animals or birds may be brought upon the vessel without the written permission of the Company.
17. The Company reserves the right to substitute another vessel (of a similar capacity) and, if necessary, for reasons beyond its reasonable control, to cancel or amend the booking in any way, but the Company will not in such circumstances be liable for any loss, damages or other expenses whatsoever incurred by the Hirer due to such substitution, cancellation or amendment.
18. 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 complains must be notified to either the Captain and/or Function Manager at the time of the function and then re-stated in writing to the Company no later than 3 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.
19. 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 and the Company shall be under no liability whatsoever for any such decision.
20. All prices may be subject to change without notification.
21. 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.