

## Canal Boat Escapes Booking Conditions

'The Company' referred to is Canal Boat Escapes. Bookings may be made via an agents: e.g. Waterways Holidays.com but in all cases final ownership of the booking rests with the Company.

"The Hirer", "You" or "Your" means the person or persons named in the booking confirmation. Where there is more than one hirer they shall be all individually responsible and liable under the agreement.

So that you understand the basis of the contract between you and Canal Boat Escapes when you book your accommodation, we have laid out, as clearly as possible, the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights.

### 1. Your booking

You can book the accommodation and take up the offers shown in the website or otherwise advertised if the accommodation or offer is still available. You must be 21 years or over when you book your accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

On making your booking you enter into a contract with Canal Boat Escapes which is subject to these booking conditions. A written booking confirmation will be issued to you shortly after you place your booking. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received the details must be checked carefully. If anything is not correct you should tell us immediately.

Though there is no age limit for driving a boat, the Hirer warrants that any person under 18 years of age handling the boat, locks or other equipment will be at all times under close supervision of an competent adult.

### 2. Paying for your holiday

When you book your accommodation you should pay the amount then due by debit or credit card, or by sending a sterling cheque together with a completed Booking Form. We then send your written confirmation as soon as reasonably possible showing your reservation details and the balance due to us which must be received by the Company no later than 8 weeks before your arrival date. However, if you book less than 9 weeks before the arrival date, payment of the total cost (including any insurance premiums) is due straightaway. For accommodation booked less than 2 weeks before departure your reservation must be paid for by debit or credit card, or by bank transfer, at the time of booking.

All prices quoted to you include all booking fees and charges.

Please refer to Clause 6 (ii) for details regarding cancellations. If your payment is returned to us unpaid by your bank, we reserve the right to make an administration charge of £25. If you make your booking through one of our authorised travel agents, all monies you pay to that travel agent for your booking with us will be held by the agent on our behalf at all times.

### 3. Cancellations or changes to your reservation by us

We would not expect to have to make any changes to your reservation, but sometimes problems occur and we do have to make alterations. If this does happen, we will contact you as soon as reasonably practical, explain what has happened and inform you of the cancellation or the change. If we have to make a material change (and the change is not acceptable to you) or if we have to cancel your original reservation, we will, if possible and as soon as reasonably practical, arrange alternative accommodation of similar type and standard in a similar location for the same or similar time of year (though we reserve the right to charge you any difference in price if the alternative is advertised at a higher price than the original accommodation). If the change or the alternative accommodation is acceptable you must inform us within 48 hours of you being advised of the change or proposed alternative accommodation; otherwise we will treat your booking as cancelled and refund any money you have paid us.

Except where otherwise expressly stated in these Conditions, the Company shall not be liable for changes or cancellations affecting your holiday which are due to any event(s). In appropriate cases (for example where we have to cancel your booking before departure) we will, however, refund all monies paid to us for your booking. No compensation will be payable in such circumstances.

### 4. Holiday Details

The Company aims to ensure that the information provided is accurately conveyed by us. There may be small differences between the actual accommodation and its description, as Canal Boat Escapes are always seeking to improve services and facilities.

Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation.

### 5. Death, personal injury, injury to a third party or loss of property

We shall have no liability to you for the death or personal injury to you, any member of your party, or a member of the public unless in the case of the Company this results from the act or omission of the Company. You must follow the procedures shown in the training provided by the company and in the British Waterways Boaters Handbook, which will be provided on board.

The Company will accept no liability for acts that are committed outside these guidelines.

The company accepts no liability for any equipment taken and used ashore from the boat.

You must take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property except where the damage or loss is caused by our negligence.

### 6. If you change or cancel your reservation

(i) Changes

If you want us to change your reservation once we have issued your confirmation an administration fee of £25 will be payable to us together with any costs incurred by ourselves or any other supplier once any change has been made. Changes from one boat to another within the fleet may be possible. It is, however, important to realise that we may have to treat requests for changes of accommodation or dates as the cancellation of one reservation and the booking of another. In such cases cancellation charges may be incurred. We will advise you if this is the case and you must then inform us within 48 hours whether you wish to continue with the original reservation or if you still wish to change your booking. If you advise us that you do not wish to continue with your original booking arrangements or fail to contact us within the 48 hours we shall treat your original booking as being cancelled by you.

(ii) Cancellations and curtailment

Should you have to cancel your chosen holiday you must telephone the Company on the number shown on your booking confirmation as soon as the reason for cancellation occurs and confirm this in writing to us at the address shown on the booking confirmation. Your notice of cancellation will be effective when we receive your telephone notification of cancellation. As we incur costs from the time we confirm your booking the following cancellation charges will be payable unless the reason for cancellation is covered by our Cancellation Protection Scheme, details on request. The cancellation charge is a percentage of the total cost payable excluding any insurance premiums or cancellation administration fees.

The following charges will apply:

#### Number of days before arrival date that notification of cancellation is received

##### Cancellation charges

More than 56 days

Full Deposit (including any Balance of Deposit due)

29-56 days

50% of cost or Full Deposit (including any Balance of Deposit due), whichever is the greater

15-28 days

75% of cost

1-14 days

90% of cost

On arrival date or later

Total cost

If any payment due in relation to the reservation is not paid by the appropriate date we can treat your reservation as cancelled by you and charge you cancellation charges as set out above which can be as high as the total cost of the reservation. We normally send out a reminder to you before we cancel your reservation although we may charge you £10 for each reminder sent.

### 7. Your accommodation

Unless otherwise stated the time for boarding your boat is 15:00 on the arrival date.

(a) In the event of mechanical failure the right is reserved to delay departure until a repair is effected.

(b) We will give full training on the handling of your boat and its equipment. You must notify Canal Boat Escapes of any faults identified either before or after the boat leaves the boatyard as soon as possible so that they can be rectified.

(c) If your arrival at the boatyard will be delayed, you must contact the person whose details are given on the booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the boat. If you do not collect the boat by 6pm, the company may make an additional charge of £50 for out-of-hours handover and this may not be completed until the following day.

(d) Unless otherwise stated you must return the boat (with all gear and equipment) to the boatyard where it was hired in a clean and tidy condition by 9.00am on the final day of hire. A charge may be made if the boat is returned in an unclean state. If you arrive back at the boatyard over 30 minutes late, we reserve the right to make a charge of £25 per hour you are late.

The Company reserves the right without liability to hand the boat over at and/or to require the boat to be returned to a site other than its normal base if operational circumstances make this necessary. In such cases the company will provide transport to/from the original base.

e) You are responsible to us for the actual costs of any breakages or damage in or to the accommodation - along with any additional costs that may result - which are caused by you or your party, we may require payment from you to cover any such costs. We are entitled to refuse to hand over to you, or to repossess, the boat if we reasonably believe that any damage is likely to be caused by you or your party or if we believe you or a significant number of your party to be sufficiently under the influence of drugs or alcohol that the safety of the boat, yourselves, or other waterway users, may be compromised. We can also repossess the accommodation if damage has been caused. The same rights apply if we reasonably believe that you or a member of your party is likely to cause, has caused or is causing danger or distress to any other person. These circumstances will be treated as a cancellation by you and Clause 6 (ii) will apply.

f) You cannot allow more people than the brochure states to stay in the accommodation, nor can you significantly change the makeup of the party during your stay in the accommodation. If you do so, we can refuse to hand over the accommodation to you, or can repossess it. Any of these circumstances will be treated by us as a cancellation by you and Clause 6 (ii) will apply.

g) Certain boats are designated Pet Free. These are clearly identified in the published brochure. Pets are not permitted on these boats at any time.

h) You must allow Canal Boat Escapes or any representative of Canal Boat Escapes access at any reasonable time during your stay.

### 8 Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint we are anxious that remedial action is taken as soon as possible. It is essential, therefore, that you contact us immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. Complaints of a transient nature (for example, regarding preparation or heating of the accommodation) cannot be investigated unless registered whilst you are on holiday. Our telephones are manned throughout the season during the opening hours advertised on our website. If after this you feel that the problem has not been resolved to your satisfaction you must, within seven days of returning from your holiday, put your complaint in writing to us.

This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us help you by following this procedure as otherwise we cannot subsequently consider any complaints nor enter into any correspondence about them.

### 9. Law

The contract between you and us is subject to English law

### 10. Your rights

Your statutory rights are not affected by anything contained within these booking conditions.

### 11. Accidents

You are responsible for the boat's safe navigation and must take all reasonable care. No minor may control the boat without the direct supervision of an adult. In the event of damage to the boat, caused by you and/or a third party, no responsibility can be accepted by us for loss of time or cost of alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat or any other craft or to waterway property you must for insurance reasons:

(a) record the name of any other boat involved with names, addresses and phone numbers of its Boat Operator and hirer (where applicable);

(b) Immediately report these facts to Canal Boat Escapes with full details and the extent of the damage

(c) report the facts to us at the earliest opportunity and write to us with full details immediately on return from your holiday quoting your booking reference number. No repairs may be put in hand without Canal Boat Escapes consent. On returning the boat at the end of your holiday you must inform the Boat Operator of any damage or of items broken, lost or stolen.

### 12. Damage to the Boat, Equipment or Third Party Property

Although boats are insured by us you are primarily responsible for any damage to the boat and its equipment, or any third party property.

You owe a duty of care to return the boat to us in the condition in which it was hired out to you. In particular you will be financially liable for loss of any inventory items including lock keys, mooring stakes, glassware and cutlery/crockery. Furthermore, repairs resulting from 'cilling' of the boat and/or damage to the stern gear are chargeable to you.

### 13. Delays

If a breakdown of any kind should occur, you must report it to us immediately so that repairs can be made to enable you to resume your cruise. Provided that we are informed, we will take steps to repair the boat and or its equipment as speedily as practicable in the circumstances. Apart from these obligations we shall not be liable in any respect for any loss or damage, whether financial or otherwise, suffered as a result of the breakdown. We shall not be responsible for the consequences of delays or restrictions on cruising arising from obstruction, repairs or damage to waterways, flooding, shortage of water, industrial action or other circumstances beyond our control. The right is reserved to restrict cruising if unusual or hazardous conditions prevail.

### 14. Loss of water

You are responsible for charges made by waterway authorities for the loss of water or damage to waterway property caused by you whilst in charge of a boat.

### 15. Navigation restrictions and bye-laws

On no account may you:-

- be towed by other boats unless with professional assistance.
- cruise after dark (your boat is not equipped or insured for night navigation).
- permit your boat to be taken out to sea.
- permit your boat to take part in any race.
- Cruise tidal waterways without prior permission from Canal Boat Escapes

### 16. Hirers Property and Equipment

You may not take on board without our prior written permission portable heaters, lighting equipment, petrol, candles, barbecues, gas cylinders, bicycles, canoes or anything that may cause danger to the boat, its equipment or occupants.

Vehicles may be left at the boatyard at the owners risk. The company will not be liable for any loss or damage to your vehicles or contents except by negligence on the part of Canal Boat Escapes or our agents. You are particularly advised not to leave any valuable or portable items in your vehicle.

Canal Boat Escapes will return your property left behind if claimed and following the receipt for postage and packing. Property not claimed within 2 months will be disposed of.

### 17. Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your holiday please tell us before you confirm your booking and give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned we must reserve the right to decline/cancel the reservation. We are specifically not prepared to accept a booking where dependance on an overnight supply of 240v electricity is required for medically critical applications e.g. oxygen supply/ breathing machines.