

## **BOOKING CONDITIONS – BOATS LET FOR HOLIDAY HIRE\***

Please read these Booking Conditions carefully. The 'Company', 'we' or 'us' referred to henceforth is Heyford Wharf Limited, trading as Oxfordshire Narrowboats and Wiltshire Narrowboats. Bookings may be made via Agents e.g. Hoseasons Holidays, Waterways Holidays - but in all cases final ownership of the booking rests with the Company. References to "you" or "your" are references to the person making the booking and all members of the holiday party respectively. So that you understand the basis of the contract between you and the Company 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 as a consumer.

### **1. Your booking**

You and at least one other person, who shall be with the boat when underway at all times, must be 18 years or over when you book your accommodation. Your booking is made exclusively 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 an exclusive contract with the Company which is subject to these booking conditions. An acknowledgement of your booking shall be emailed to you directly BUT your booking is not confirmed until an emailed booking confirmation is issued to you (usually within 2 working days of your placing your booking. We have the right to refuse any booking prior to the issue of our written confirmation – especially in the event of a substantial pricing error - 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. If you book through an agent your confirmation and all other documents may be sent to them.

### **2. Paying for your holiday**

When you book your accommodation you should pay the amount then due by debit card, or BACS transfer – or by credit card which we accept for deposits only. Credit card payments are not accepted for balance payments, unless you are a foreign national and resident abroad. Cheques are not accepted. The balance due must be received by the Company no later than 2 calendar months before your arrival date. However, if you book less than 8 weeks before the arrival date, payment of the total cost is due straightaway. All prices quoted in the brochure or otherwise advised to you include all booking fees, charges, and, where applicable, Value Added Tax (at 20%, or 5% for fuel element of the holiday) and Insurance Premium Tax. Should VAT, IPT or Fuel Tax rates increase, or any government bodies introduce additional taxes or levies, which affect the price of your holiday, we reserve the right to pass on any increases. If your payment is returned to us as unpaid by your bank, we reserve the right to make an administration charge of £25. If you make your booking through Hoseasons Holidays, all monies you pay to them for your booking with us will be held by them on our behalf until up to one month before the holiday starts.

### **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 which is at least of the same standard in as near to 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 not acceptable you must inform us within 24 hours of you being advised of the change or proposed alternative accommodation. A change from one type of boat to another with the same or more berths and comparable facilities does not constitute a material change. Where we are unable to offer any alternative accommodation, we shall offer a full and prompt refund of all monies paid but no further refunds

or consequential compensation will be due. The Company shall not be liable for changes or cancellations affecting your holiday that are due to any event(s) beyond our control e.g. navigational restriction or closure.

#### **4. Accommodation Details and Descriptions**

The Company aims to ensure that the information provided is accurately conveyed on the website, or as otherwise advertised by us. There may be small differences between the actual accommodation and its description, as we 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. The Company cannot accept any liability for any errors or omissions in publicity materials, including our website, if they are not notified to us before or at the time of booking. Your holiday booking is accepted, exclusively, subject to the Booking Conditions prevailing on the date of making your booking as advertised on our website.

#### **5. Death, personal injury or loss of property**

We shall have no liability to you for the death or personal injury to you or any member of your party, unless this results from the act or omission of the Company. 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 for each change 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 or receipted email to us at the address shown on the booking confirmation. Your notice of cancellation will be effective when we receive your written 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 that of the death, illness, or serious injury, of the person booking the boat(s) or a close relative (mother, father, brother, sister, daughter, son). Friends or distant relatives are not included as a reason for cancellation except where the friend is a 'Best Man' or the Groom, or 'Chief Bridesmaid' or the Bride. The cancellation charge is a percentage of the total cost payable excluding any cancellation administration fees.

The following charges will apply, subject to a cancellation fee of £50, based on the number of days before arrival date that written notification of cancellation is received:-

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 send out to you a reminder either by phone and/or email 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 between 13.30 and 16.00 on the arrival date. Arrivals between 16.00 and 17.00 (latest) will be surcharged by £50, payable on the day. 'Arrival' is taken to mean the entire party due to join the boat that afternoon, at that location. Arrival after 17.00 will not be accepted.

- (a) In the event of mechanical failure the right is reserved to delay departure until a repair is effected.
- (b) In the event of navigational problems (see also Clauses 3 & 13) we reserve the right to delay your departure, although where possible we will use all reasonable endeavours to allow you to board your boat.
- (c) On arrival you must report to Reception. We will escort you to your boat to allow you to load your belongings. When you have indicated your readiness, we will give you a demonstration and explain the controls of the boat and its equipment, complying fully with the requirements of the Hireboat Handover Code. You must notify the Base Manager of any faults identified before setting off, or if they occur whilst cruising as soon as they occur, so that they can be rectified.
- (d) If your arrival at the boatyard will be delayed beyond the standard times of boarding above, you must contact the Company as soon as reasonably practicable so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the accommodation, and or may have to wait for your safety demonstrations until the next day. An extra charge of £50 will be levied.
- (e) 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 and vacate by 9.30am on the final day of hire. A charge will be made if the boat is returned late or is not clean and tidy as shown in your Hirers Manual. You are responsible to us for the actual costs of any breakages or losses to the boat's accommodation or its inventory- 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.
- (f) You cannot allow more people than your Booking Confirmation states to stay in the accommodation, nor can you significantly change the makeup of the party during your stay in the accommodation, nor can you take your pet into the accommodation, unless any of these have been arranged in advance and it is shown on your arrival confirmation. 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.

## **8. Pets**

If you take a pet with you, it is not allowed on beds or chairs. Pets should not be left unattended in the accommodation, and dogs should be exercised on a lead on the towpath. Soiled bed linen, fur-covered carpets or soft furnishings or any other damage reasonably likely to be caused by the pet will become chargeable either on your return or once the boat has been inspected not more than 24 hours after return. The Company's decision shall be final in such circumstances

## **9. 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 aboard will usually enable shortcomings to be rectified straightaway. Complaints of a transient nature (for example, regarding preparation or heating of the accommodation) cannot possibly be investigated unless notified whilst you are on holiday. Our telephones are manned throughout the season during the opening hours printed in our brochure. If after this you feel that the problem has not been resolved to your satisfaction you must raise the issue(s) with the Base Manager before you leave the accommodation on your return. If the problem is still not resolved to your satisfaction you should then,

within seven days of returning from your holiday, put your complaint in writing to us. Send your letter by recorded delivery to us marked for the attention of our General Manager. 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.

## **10. Law**

The contract between you and us is subject to English law and is formed in Lower Heyford, Oxfordshire, England.

## **11. Accidents & Collisions**

You are responsible for the boat's safe navigation and must take all reasonable care. No person under 18 may control the boat without the direct supervision of an adult (over 18). In the event of collision or 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 collision or damage to the boat or any other craft or to waterway property you must for insurance reasons:

- (a) record the name and licence number of any other boat involved with names, addresses and phone numbers of its Owner/ Boat Operator and hirer (where applicable);
- (b) immediately phone us and report the incident and these facts to the Company together with you assessment of the extent of the damage;
- (c) on your return and prior to your departure from our premises provide us with a written/ emailed report and any relevant witness statements, photographs, contact details of all those involved.

No repairs may be put in hand without the Company's consent. On returning the boat at the end of your holiday you must inform the Company of any damage or of items broken, lost or stolen.

## **12. Insurance and Damage Waiver - Scope of Cover**

All of the Company's boats are comprehensively insured. You have a duty of care to use all reasonable endeavours to avoid or minimise damage to the boat and its equipment, or to that belonging to any third-party; and to return the boat to us in the condition in which it was hired out to you. The Damage Waiver which we include within the hire fee is applicable only to accidental, non-negligent damage to our boats or to third party property/vessels. Losses of navigational equipment or to the internal inventory, damage to topsides paintwork, broken windows, broken fenders or ropes are not covered by insurance nor the Damage Waiver and are chargeable. Specifically repairs resulting from "cilling" of the boat and/or damage to the stern gear and driveline, especially if caused by a rope becoming entangled around the propeller, are not part of the Damage Waiver Scheme (see Clause 13 below) and are chargeable to you (typically not less than £400 and as much as £1500).

## **13. Damage & Losses**

You are responsible for the replacement costs of broken or lost lock keys, mooring stakes, ropes, fenders and internal inventory. We shall inspect each boat on its return and will expect any of the above damage/ losses to be settled by you before your departure from the boatyard. Where a boat is returned at a time other than the standard return time of 9am on your last day of hire we reserve the right to inspect the boat on the official return date and if necessary raise charges for such losses, in which instance our decision shall be final.

## **14. All- Female or All-Male Party Security Deposits**

For all male or all female parties on 6 berth boats or larger additional Conditions shall apply, available on request, and which shall also be supplied to you with your Confirmation of Booking. In summary, an additional Security Deposit of £1000 per boat must be paid to us by such parties a week in advance of the holiday commencing, which will be held and refunded within two working days of the safe return of the boat, on time, in a completely clean and undamaged state – having been checked by a member of our staff.

Security deposits will be returned to a single account only. In the event of any damage to either our boats or third-party property including payments made by us to restore goodwill to aggrieved third parties, or cleaning necessary, will be charged for by us at prevailing retail rates and deducted from the deposit held. Our decision is final and you shall have no right of redress against us in such circumstances. We reserve the right to withhold all or part of the deposit if reports of inappropriate behaviour on the waterway require further investigation before release of the security deposit.

#### **14. Fuel & Pump Out**

Your boat will be fully fuelled for your arrival with all toilet tanks empty ('pumped out'). Fuel is included in the hire fee to a limit of use of 45litres per short break, or 90 litres per week. Toilet tanks have capacity for normal use for a week's cruising. Any pumpouts required are therefore chargeable. If a boat is returned with full/overflowing toilet(s) a charge of £50 per toilet shall be chargeable, payable before your departure from the boatyard.

For hire periods of ten days or more you are responsible for refueling the boat as necessary after the first week to the end of the hire period and for ensuring that the toilet tanks are pumped out through your holiday. Upon return of the boat to our base, any fuel refill in excess of 90 litres/week or part thereof will remain chargeable as with a single week hire. All fuel used in excess of these allowances will be chargeable at prevailing pump rates.

Upon return all boats are refuelled. Any fuel used in excess of the above allowances shall be chargeable to you and must be paid for within 48hrs of our notifying you. A separate receipted invoice can be supplied upon such payment being received.

#### **15. 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.

#### **16. Loss of water/ Damage to Waterway Property**

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. You consent by making your Booking with us for the Company to pass your details to the relevant navigation authority in such circumstances.

#### **17. Navigation restrictions and bye-laws**

On no account may you:-

- (a) tow or be towed by other boats unless with professional assistance.
- (b) cruise after dark (your boat is not insured for night navigation); nor after 9pm for single-sex parties.
- (c) permit your boat to be taken out to sea or onto the River Thames below Teddington without a person authorised as a suitable pilot by the Company.
- (d) permit your boat to take part in any race.
- (e) navigate the boat, nor allow any other person to navigate the boat, whilst under the influence of alcohol or drugs. For clarity the legal limits as pertain to driving a motorised vehicle on the public highway also apply to the navigation of the boat.

You must navigate in accordance with Navigation Authority bye-laws. Navigational limits are as advertised on our website, and in the Hirers Manual provided with your booking confirmation.

#### **18. Hirers 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. Bicycles are not allowed onto the roof when the boat is underway on the South Oxford Canal. Damage so caused is chargeable to you

### **19 Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your holiday you must inform us before we 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 any responsibility for the health and welfare of any member of your party where dependence on an overnight supply of 240v electricity is required for medically critical applications e.g. oxygen supply/ breathing machines and will require you to complete and sign a waiver to this effect upon your arrival to the boat. Should you fail to notify us of any person due onto the boat with a medical problem or disability at the time of booking, your holiday will be treated as a cancellation by you should any such persons arrive for boarding. We are not able to accept wheelchair bound persons onto the holiday boats for safety reasons.

### **20. Car Parking**

- i) The Company cannot be held liable for any vehicles, nor any contents of any vehicle, parked on the Company's premises.
- ii) The Company provides a facility to park your vehicle(s) as a courtesy. These facilities may be withdrawn at any time and you shall have no right of holiday cancellation in such circumstances.
- iii) Parking areas remain open to customers of the boatyard by day and are secured each evening by means of a padlocked gate. There is no intention or warrant implied that such car parking is fully and permanently secured.
- iv) Your use of this facility is conditional upon your supplying a set of keys for each vehicle so parked such that the Company has access to that vehicle should an alarm need to be reset, or in the event of fire or any other circumstance requiring emergency moving of the vehicle within the car park.
- v) The Company warrants that all keys supplied in (iii) above shall be held by the Company in a secure cabinet within their locked and alarmed premises, and that the keys shall not be surrendered to any other person other than the person who handed the keys in at the beginning of the parking term.

\* For day hire booking conditions, please see website. Printed January 2018