



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

Please read these Booking Conditions carefully. The 'Company', 'we', 'our', or 'us' referred to henceforth is Heyford Wharf Limited, trading as Oxfordshire Narrowboats and Wiltshire Narrowboats. Bookings may be made via Agents e.g. 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. 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. For online bookings an Acknowledgement of Booking shall be emailed to you directly BUT your booking is not confirmed until a Confirmation of Booking is emailed 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 Confirmation of Booking – especially in the event of a substantial pricing error - and if we do this we will email you 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 email us immediately. If you book through an agent your confirmation and all other documents may be sent to/via them.

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

When you book your accommodation you should pay the amount then due by debit/ credit card, or BACS. Cheques are not accepted. The balance due must be received by the Company no later than 8 weeks 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 on the website or otherwise advised to you include all booking fees, charges, and, where applicable, Value Added Tax (at 12.5%) and Insurance Premium Tax. Should VAT or IPT 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.

### **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 BUT the Company shall not be liable for changes, cancellations, or any refunds affecting your holiday that are due to any event(s) beyond our control e.g. navigational restriction or closure, government restriction or Order, pandemics.

### **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



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the negligent 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

#### a) 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.

#### b) Cancellations and curtailment

Should you have to cancel your chosen holiday you must email, or write to, the Company as soon as the reason for cancellation occurs. Your cancellation will be effective when we receive your emailed/ written notification of cancellation. Cancellation charges will be payable to us by you unless the reason for cancellation is that of the death, certified illness or serious injury, of the person booking the boat(s) or a close relative (mother, father, brother, sister, daughter, son, bride, groom, partner). Friends or distant relatives are not included as a reason for cancellation. Where the cancellation is for the above medical reasons a full refund shall be provided. For all other cancellation reasons the cancellation charge is a percentage of the total cost payable and is subject to a £25 administration fee, as listed below:-

More than 56 days	- Full Deposit i.e your deposit is not refunded
29-56 days	- 50% of hire cost i.e. you receive a 50% refund, less £25 cancellation fee
15-28 days	- 75% of hire cost i.e. you receive a 25% refund, less £25 cancellation fee
1-14 days	- 90% of hire cost i.e you receive a 10% refund, less £25 cancellation fee
On arrival date or later	- full hire cost i.e. your hire fee is not refunded

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 you a reminder by phone and/or email before we cancel your reservation although we may charge you £10 for each reminder sent.

c) Travel Restrictions. The Company shall not be liable for any travel restrictions or changes to your travel plans which may prevent your booked arrival to the boat on the day. Should travel restrictions be imposed or experienced between you making the booking and your arriving to the boat which prevent your arrival to the boat no refunds shall be given under any circumstances.

### 7. Arrival, Accommodation, Handover of the Boat(s), and Return

a) 'Arrival' is taken to mean the entire party due to join the boat that afternoon, at that location, unless otherwise agreed in writing/email at least 48hrs before the hire date. Where late-arriving members of the party have been notified to the Company as due to join the boat, they must make their own arrangements for reaching the boat, parking, etc. at no extra cost to the Company. It will be entirely your responsibility to fully brief late arriving members of the party as regards safety and navigation. Your boat will not be allowed to remain in the boatyard once the handover has been completed.

b) Unless otherwise stated the time for boarding your boat will be scheduled between 13.30 and 15.30 on the arrival date, only. Arrivals at any other time may only be arranged, before your booking is accepted as confirmed, at an extra charge of £100 to cover for additional staff costs, and only at the absolute discretion of the Company. If, after your booking is confirmed, you alter your arrival time outside of those shown in clause 7(b) this shall constitute cancellation by you of the booking and clause 6(b) shall apply.

c) Unscheduled late arrival by the party as whole on the day will mean that you will NOT be able to go boating that day and will have to remain moored on the towpath nearby for the first evening with a boating handover the next morning at an additional cost to you of £100 to cover for additional staffing costs, payable on arrival before we will allow you to board the boat. Boatyards are locked and the Reception closed at 17.30: arrivals after this time mean that you will be unable to board the boat at all that day.

d) In the event of mechanical failure of, or damage by the previous hirer on returning, the boat on the day the right is reserved to delay departure, until repairs are effected, at no cost to the Company i.e. no refund shall be provided for lost hire time to you.

e) In the event of navigational problems (see also Clauses 3 & 16) we reserve the right to delay your departure, although where



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possible we will use all reasonable endeavours to allow you to board your boat. The Company shall not be held liable for such delays.

f) 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.

g) If you can demonstrate to us relevant previous experience of narrowboat handling on similar canals in the UK and we are satisfied that your boat handling confirms your experience you have the option to forego detailed boat handling and lock use tuition. The decision as to whether this is acceptable rests exclusively with the Company and the relevant person conducting the Handover of the boat(s) to you. Should you choose to exercise this option we shall complete the Handover Certificates accordingly. You should be fully aware that as a result of exercising this option you are entirely and exclusively responsible for the safe operation of the boat(s) especially when navigating locks and that any accidents or damage to the boat e.g. at worst sinking, shall be entirely and exclusively your financial responsibility.

h) 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 at the time allocated to you when the Handover was completed, in any case no later than by 9.00am. The boat must be vacated not more than 30 minutes after your return. A charge of £30 per half hour or part thereof will be made if the boat is returned late. A cleaning charge of £50 will be made against any boat that is not returned in a clean and tidy condition both inside and out and with all rubbish removed, 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.

i) You cannot allow more people than your Booking Confirmation states to stay aboard overnight, nor can you 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 make additional charges, or can repossess it. Any of these circumstances will be treated by us as a cancellation by you and Clause 6b 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 whilst on holiday if any problem arises so that it can be speedily resolved. Failure to do so shall constitute a material breach of Contract on your part such that no liability whatsoever shall be accepted by the Company in the event of any subsequent claim. 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. 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 boatyard at the end of your holiday. If the problem is still not resolved to your satisfaction you should then, within 48 hours of returning from your holiday, put your complaint via read-receipted email to us [bookings@oxfordshire-narrowboats.co.uk](mailto:bookings@oxfordshire-narrowboats.co.uk), marked for the attention of our General Manager who will investigate the claim. The General Manager's decision shall be final in such circumstances.

### **10. 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) i.e standing with the minor whilst he/she is steering. 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, specifically including your mooring up the boat and awaiting our attendance to assess damage if we deem it necessary. In the case of :- a) any collision, however minor, with another boat or b) any damage you cause to the boat or c) any damage caused by the boat or your actions to waterway property, you must for insurance reasons:

(i) 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);

(ii) immediately phone us and report the incident and these facts to the Company together with your assessment of the extent of the damage;



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(iii) 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.

You must not admit any liability for the accident to any third party without our prior permission being given. 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.

### **11. Insurance and Collision 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 Collision Damage Waiver which we include within the hire fee is applicable only to accidental, non-negligent collision damage to our boats with 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 Collision 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 Collision Damage Waiver (see Clause 12 below) and are fully chargeable to you (typically not less than £400 and as much as £2500), including a minimum call-out charge of £50 which is payable upon return of the boat, before you leave the boatyard. See also Grounding - Clause 12 below.

### **12. Grounding**

Where the boat becomes 'grounded' i.e. it has become stuck fast on the bank or (on river navigations) it has become stuck in shallow water, you shall be entirely liable for any cost of re-floating the boat. The only exception to this rule will be on a river where you have become stuck in the centre channel and/or on the correct side of any navigation marker buoys. A minimum call-out charge of £50 plus vehicle mileage at £1/mile shall apply in all cases, plus extra staff time at £30 per hour per staff member. The Company reserves the right to use third party contractors to effect recovery and their direct invoiced costs shall also be passed on to you. Payment for all of the above costs, where incurred, shall be payable upon return of the boat, before you leave the boatyard. The Company's decision as to the total cost shall be final.

### **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. See also 11 & 12 above.

### **14. All-Female or All-Male Party Security Deposits ('Single Sex Party Deposits')**

For certain all male or all female parties (i.e. stag/hen parties etc) on 65ft or 69ft boats 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, accepted only by bankers draft or BACS, 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. No bedding or bed linen is provided for single sex stag/hen groups. In the event of any cleaning necessary, or of damage to either our boats or third-party property including payments made by us to restore goodwill to aggrieved third parties, deductions to your deposit will be made at prevailing retail rates. 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.

### **15. Fuel & Pump Out**

Your boat will be fully fuelled for your arrival with all toilet tanks empty ('pumped out'). Fuel is NOT included in the hire fee. At the end of your holiday the boat must be returned either fully fuelled to our satisfaction, or fuel shall be topped up by Us and you shall be responsible for payment for this before your departure from the boatyard.

Toilet tanks have capacity for normal use for a week's cruising. It is your responsibility to check that tanks are empty before setting off on your holiday. Any pumpouts required are therefore chargeable and are your responsibility whilst cruising. If a boat is returned with overflowing toilet/ toilet tank(s) a charge of £50 per toilet will payable to us before your departure from the boatyard. For hire periods of more than seven nights you are responsible for ensuring that the toilet tanks are pumped out through your holiday at your exclusive cost.



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### 16. 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 hirer misuse or damage to the boat, 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. No compensation shall be paid by the company for any reduced cruising range under any circumstances.

### 17. 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, without your further prior consent, but the Company shall be responsible for informing you in a timely manner as to which authority your details have been passed to i.e to which person and/or email address.

### 17. Navigation restrictions and bye-laws

On no account may you:-

- (a) tow or be towed by other boats unless with professional assistance, and only with our prior permission.
  - (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, or onto the tidal River Avon below Bristol Harbour without a person previously authorised as a suitable pilot by the Company at your exclusive extra cost. The Company reserves the right to refuse to allow such navigation and any such refusal shall not be a grounds for any form of compensation nor cancellation of a previously confirmed holiday booking.
  - (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.
  - f) allow any member of your party to behave in such a manner as to cause offence to other users or the general public; this includes excessive drinking, rowdiness, swearing, indecent exposure, aggression or threatening behaviour
- 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

- a) You may not take on board without our prior written permission portable or plug-in heaters, lighting equipment, petrol, candles, barbecues, gas cylinders, or anything that may cause danger to the boat, its equipment or occupants.
- b) Bicycles whilst permitted are not able to be placed on the roof of the boat when underway on the South Oxford Canal. Bicycles are allowed on the roof of the boat when underway on other waterways but you are responsible for safe navigation through bridges and low hanging branches. Protective blankets must be placed on the roof under any bikes and security locks should be provided, both of which are Your responsibility. Any damage caused to our boat e.g. roof or handrail paintwork scratches/ scrapes will be chargeable to you
- c) Canoes are allowed on the roof of the boat at your risk but must not be towed by the boat nor allowed to share any lock with the boat. Any damage caused to our boat e.g. roof or handrail paintwork scratches/ scrapes will be chargeable to you.
- d) Personal lock keys and other tools. Any navigation equipment brought onto the boat by you shall be used exclusively at your own risk. The Company reserves the right to seek financial redress from you should use of your own equipment provably have caused damage to our, or the navigation authorities', property

### 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



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cancellation by you should any such persons arrive for boarding. For safety and risk-assessment reasons we are not able to accept wheelchair bound persons onto the holiday boats for safety reasons, and each member of your party must be able to climb into and out of the boat without substantial assistance from other persons

### 20. Car Parking

- a) The Company cannot be held liable for any vehicles, nor any contents of any vehicle, parked on the Company's premises. b) 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.
- c) 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.
- d) 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. Customers who are not prepared to leave a set of keys with the Company shall not be allowed to use our parking facilities and shall have to find alternative parking.
- e) 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.

### 21. GDPR Compliance

- a) The Company only holds your personal details for the purpose of your hire/holiday and is required to securely keep these details for a period of seven years as part of its financial requirements to comply with government tax regulations. Where an accident occurs whilst you are hiring the boat(s) or a claim is made against the Company your details will be held for a maximum period of twenty years.
- b) We do not pass your details to any third parties, except in the circumstances as detailed in Clause 16 in which case we shall notify you of exactly who and which organization has been sent these details.

### 22. Law

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

\* For separate day hire booking conditions, please see website.