

## BOOKING CONDITIONS – WHITE HORSE BOATS

Please read these Booking Conditions carefully. The ‘Company’, ‘we’ or ‘us’ referred to henceforth is Cruise England Ltd t/a White Horse Boats. 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 and all members of the holiday party. 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 can book the accommodation and take up the offers shown in our leaflets, brochures, website, or otherwise advertised if the accommodation or offer is still available. 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 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. A written or emailed 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. 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 or credit card, or BACS transfer – cheques are not accepted. 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 2 calendar months before your arrival date. However, if you book less than 2 calendar months before the arrival date, payment of the total cost is due straightaway. Should 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 you pay by credit card we will make a charge of 2% to recover the credit card company’s charges to us for each payment made this way. Please refer to Clause 6 (ii) for details regarding cancellations. 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 of similar type and 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 48 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. Except where otherwise expressly stated in these Conditions, 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. 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. Brochure and Website details

The Company aims to ensure that the information provided is accurately conveyed in any brochure or 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 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 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 that of the death, illness, or serious injury, of the person booking the boat(s) or a close relative (mother, father, legal/civil partner, brother, sister, daughter, son). Friends or distant relatives are not included as a reason for cancellation. The cancellation charge is a percentage of the total cost payable excluding any cancellation administration fees.

The following charges will apply:

Number of days Cancellation charges before arrival date that 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

Less than 15 days, or no-show on the date of arrival - 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 to you a reminder either by phone 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 14.00 and 17.00 on the arrival date. '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 (see 'd' below).

(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 endeavors to allow you to board your boat.

(c) On arrival you must report to us at Devizes Wharf, adjacent to the Wharf Theatre. We will escort you onto 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 British Marine Hireboat Handover Code. You must notify Us of any faults identified either before setting off, or after the boat leaves the boatyard as soon as possible, so that they can be rectified.

(d) If your arrival at Devizes Wharf will be delayed beyond the standard times of boarding above e.g. by a delayed train, or traffic delay, you must contact the call out phone as supplied in your hirers manual immediately so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the accommodation. You may have to wait for your safety demonstrations until the next day. An extra charge of £25/hr (or part thereof) to a maximum £50 will be levied for all late arrivals where proof of the delay cannot be offered.

(e) Unless otherwise stated you must return the boat (with all gear and equipment) to Devizes Wharf in a clean and tidy condition by 9.30am and vacate by 10.00am on the final day of hire. A charge will be made if the boat is returned late or is not clean and tidy, or has not been refueled fully, 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 it has 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 beds/seats, 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 registered whilst you are on holiday. Our telephones are manned throughout the season during the opening hours printed in our brochure, and a callout telephone is manned 24 hrs a day during the period of your hire. 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. Send your letter by recorded delivery to us marked for the attention of our Managing Director. 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 Burbage, Wiltshire, England.

## 11. Accidents & Collisions

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 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 report these facts to the Company 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 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. Fuel & Pump Out

Your boat will be fully fuelled for your arrival with all toilet tanks empty ('pumped out') and the fresh water tank full. Fuel is not included in the hire fee, nor the cost of any extra pumpouts you may choose or require. On your return we will refuel your boat before your departure: fuel used shall be charged for at prevailing forecourt diesel rates. This is deducted from your fuel and damage deposit: see clause 14 below.

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

Although the boats are insured by us you are primarily responsible for any damage or loss to the boat and its equipment, or any third party property whilst hiring the boat. You owe a duty of care to return the boat to us in the condition in which it was hired out to you allowing for fair wear and tear such as minor scuffs to the hull blacking. We operate a Fuel & Security Deposit system: see clause 14 below. Please note that this is NOT a limit on cost of damage caused: if more than your deposit extra costs of damage will be charged to you for immediate payment. For example, repairs resulting from "cilling" of the boat and/or damage to the stern gear, especially if caused by a rope becoming entangled around the propeller, are chargeable to you (typically not less than £400 and as much as £1500). Damage to handrails, bow paintwork, broken windows, broken fenders or ropes are not covered as fair wear and tear and are chargeable. Losses include but are not limited to costs of lost lock keys, mooring stakes, crockery, glassware etc.

## 14. Fuel & Damage Deposit

As shown on our website we operate a Fuel & Damage Deposit scheme for each holiday booked. We do not make a specific Damage Waiver charge. The Fuel & Damage Deposit covers the cost of fuel (see clause 12) and for any damage over and above fair wear and tear (see clause 13). Two weeks before your holiday is due to start we shall request a payment over and above the holiday cost of £200, payable by card or BACS, which is held by us exclusively as a deposit. At the end of your holiday we shall advise you on any damage or losses found on your boat, and shall agree with you the fuel used. The fuel cost and any damages/ losses found shall be deducted from your damage deposit (but see clause 13 also for damage in excess of the deposit). The balance of the Fuel and Damage Deposit shall be promptly refunded to you within two standard working days of the end of your holiday (the monies may not appear in your account immediately due to the bank's processing time which is 2-5 working days).

## 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) permit your boat to be taken down Caen Hill Locks or onto the River Thames.
  - (b) cruise after dark (your boat is not insured for night navigation).
  - (c) tow or be towed by other boats unless with our express prior permission.
  - (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 for driving a motorized 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 given in the brochure/ 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 or anything that may cause danger to the boat, its equipment or occupants. Bicycles and canoes are allowed under normal circumstances provided that you bring suitable protective matting to be placed underneath your equipment such that the roof and paintwork are not damaged. Any such damage caused is chargeable to you: see Clause 13. Canoes/ dinghies may not be towed by the boat under any circumstances: see also clause 14.

#### 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 a booking where dependence on an overnight supply of 240v electricity is required for medically critical applications e.g. oxygen supply/ breathing machines. 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.

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