



### **TERMS AND CONDITIONS for holiday hire only\***

Please read these Booking Conditions carefully. The 'Company', 'we' or 'us' referred to henceforth is Sally Narrowboats. Bookings may be made via other agents or representatives - 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. A holiday hire boat booking is only made once the full non-refundable deposit payment has been received. No provisional bookings will be accepted unless with the written authorization of the Company Director. You and at least one other person, who shall be with the boat when underway at all times, must be 18 years or over.

Two persons 18 years or over must be present with a member of the Sally Narrowboats staff to go through the handover / tutorial process prior to leaving the marina/ wharf to start your cruise (see also clause 7). Single parents with children below the age of 18 need to inform the company prior to booking so that arrangements can be made.

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.

The company reserves the right to repossess the boat at any time without refund if, in the opinion of the company, the hirer is unsuitable or if the hirer or members of the party are not behaving responsibly, or if there is adequate reason to suspect the influence of alcohol or drugs, or if the boat or any persons are at risk.

A few examples of irresponsible behaviour are:

- Speeding, anti-social behaviour, acts of aggression, indecent or obscene language/behaviour, drink or drugs.

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 holiday hire boat you must pay the non-refundable deposit amount 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 28 days before your arrival date. However, if you book less than 28 days 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, fuel, gas and, where applicable, Value Added Tax (at 20%, or 5% for fuel element of the holiday) and Insurance Premium Tax (at 17.5%). Should the VAT or 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. Please refer to Clause 4 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. Alterations, Amendments and Cancellations**

If circumstances arise causing the hirer to request alteration, amendment or cancellation of the booking after issue of written confirmation, the company must be advised immediately by telephone

or e-mail. The company reserves the right to levy an administration charge of **£25** for any alteration or amendment.

In the event of the hirer needing to cancel their booking, all deposits are non-refundable therefore the deposit will be forfeited. The company will also charge a fee depending on the date on which the cancellation notice is received.

- More than 56 days before the start date 40% of the outstanding balance of the hire price
- 43-56 days 50% of the outstanding balance of the hire price
- 29-42 days 60% of the outstanding balance of the hire price
- 15-28 days 70% of the outstanding balance of the hire price
- 1-14 days or less 100% of the hire price

## **5. Brochure and Website details**

The Company aims to ensure that the information provided is accurately conveyed in the 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.

## **6. 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.

## **7. Your accommodation**

Collection / check in time for your boat is as per your booking confirmation and as advertised at the time of your booking unless circumstances beyond the control of the company result in delay. If, for operational reasons, the hired boat is not available a similar alternative boat may be provided if available, otherwise a full refund will be made in total discharge of the contract.

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 British Marine Federation Hire Boat Handover Code. You must notify Sally Narrowboats 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.

If your arrival at the boatyard will be delayed beyond the expected time of collection / check in time on your booking confirmation / paperwork, you must contact the Company as soon as reasonably practicable so that arrangements can be made. If you fail to do so you may not be able to gain access to your boat(s), and / or may have to wait for your handover / safety demonstration until the next day.

If your arrival is expected to be delayed beyond 1 hour then we may not be able to carry out your handover / safety demonstration that day due to dealing with other customers arriving at their allocated collection / check in time, therefore this may have to be postponed until the next day.

An extra charge of £50 will be levied.

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 the expected time of departure on the final day of hire as per your booking confirmation / paperwork.

A **£30 charge** will be deducted from your security deposit for **every 30 minutes** late returning the boat to our boatyard or charged on return if you opted to pay the CDW (collision damage waiver). 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, 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.

## **8. Pets**

If you take a pet with you, it is not allowed on any soft furnishings, 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 registered 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, 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 Company 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 Lower Heyford, Oxfordshire, 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. Damage to the Boat, Equipment or Third-Party Property**

Although the 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. Furthermore, 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 not part of the CDW (see Clause 13 below) and are chargeable to you (typically not less than £400 and as much as £1500). Damage to topsides paintwork, broken windows, broken fenders or ropes are not covered by the Damage Waiver Scheme and are chargeable

## **13. Security Deposits & Collision Damage Waiver Scheme**

You can pay the optional CDW (collision damage waiver) charge of £30 per boat for a short break or £40 per boat for a week hire which will cover the cost of all / any damage to your hired boat(s) (excluding the events found in clause 12) and third party boats. If you decline to pay the CDW then a security deposit of £750 (£1000 for all male or all female parties on 6 berth boats or larger) is payable either in cash on arrival or by completing the security deposit form. Until the security deposit has been paid you will not be allowed to board the boat. The deposit will be securely held by us and shall, subject to Clauses 7, 11, 12 above, be refunded to you at the end of your hire if paid in cash.

It does not include damage specified in clause 12. 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. For hire periods of ten days or more you are responsible for refuelling 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.

## **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). (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 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, 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 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.

None of our boats have wheelchair or any kind of disabled access, albeit, we welcome wheelchair users and persons with disabilities on board, however, we have to make you aware that from a health and safety point of view hirers are responsible for all persons on board the boat(s), therefore

in the event of any kind of medical, accident or health, safety and welfare event, they are responsible for the extraction and safe disembarkation of all passengers off the boat.

## **20. Car Parking**

Car parking is provided free for three cars. Due to limitation of space a charge of £6.00 is made for each additional car.

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