

## Napton Narrowboats Fair Trading Terms

**Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways. You'll see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other.**

**1. Terms.** All terms are per booking, for the boat as equipped and described. Friday dates are shown. For boats starting Friday, Saturday, Sunday, Monday or Tuesday, the previous Friday charges apply; for Wednesday and Thursday, the following Friday charges apply.

Prices include VAT (where applicable) - taxes are at the rate applicable at the time of printing and are subject to change if the rate or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

Our hire invoice and booking acceptance is not a VAT invoice. The price of a boat is inclusive of fuel. Should the rate of duty of that fuel change or be amended substantially, we may in those circumstances have to make an additional charge.

We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

We also reserve the right to correct errors in confirmed prices. In this case, we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within 14 days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within 10 weeks of the start of your holiday or more than 7 days after you make your booking.

The prices of unsold availability may be increased or reduced at any time. We will confirm the price of your booking when we make, and subject to errors being made, this price is fixed. Should for any reason the advertised prices change, you will not be surcharged for any price increase, and you will not be entitled to any refund/credit for any price reduction.

The start time of your holiday (subject to unavoidable delays) is normally 2:00 pm or 2:30pm or as shown on your Hire Invoice. You must advise us using the telephone number on your hire invoice if, due to unavoidable delays in your journey, your arrival time is likely to be outside normal working hours.

Unless otherwise shown on your hire invoice your boat must be returned and handed back not later than 9.00am or 9.30am to the boatyard from which you started your cruise. You are always welcome to moor at the boatyard on the evening before you hand back your boat. **You are obliged to leave everything in a clean and tidy condition.** If you fail to return your boat on time and/or in a clean and tidy condition you are liable to an extra charge at our discretion.

**2. Booking Confirmation.** A binding contract between us will come into existence when we issue a

hire invoice and booking acceptance. The contract shall be deemed to have been made at our offices in Napton and be subject to English Law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. In all cases these Conditions of Hire form the basis of your contract.

**3. Number in Your Party.** No boat may carry more persons than advertised in our brochure. Accommodation is provided only for the number stated. When definitely required and where special permission has been given by the boat operator, additional persons can be accommodated on certain boats at an extra charge. For full details see Optional Extras. There is no extra charge for children under 16 years of age. Any change of crew during a holiday must be authorised by us.

**4. Booking Monies.** When you book, you must pay an Initial Payment which is £180, or for overseas bookings, 50% of the total due. This Initial Payment includes your subscription to the Hoseasons Cancellation Insurance Scheme. Your balance-of-hire money (together with any Fuel Deposit and Security Deposit or Damage Waiver) is due and payable by you 10 weeks before the start of your holiday. For bookings made within 10 weeks of the holiday start-date you pay the full monies at the time of booking. We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in a foreign currency, by any method not normally accepted by us or if we have to represent a cheque or process late payments. The prices shown in the brochure are cash prices only. Where you choose to pay by credit card we may make a charge of in respect of each payment by credit card. There is no charge for debit cards.

**5. Changes by You.** Once a booking has been confirmed by us, should you subsequently require us to amend your booking or to re-invoice you for any reason (including for example accidental loss of your original invoice) a fee of £30 will be charged.

**6. Cancellation by You.** Telephone us immediately if you have to cancel your holiday. Then on the same day send us by first class mail or email your hire invoice. Please tell us if you have already paid your balance-of-hire. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing. If you cancel, you are still liable for the payment of your balance-of-hire money. We will endeavour to relet your holiday. If we are able to do so before you pay your balance-of-hire money, you will only lose your booking deposit and cancellation premium. If we are able to relet after you have paid your balance-of-hire money, we will refund the whole or part of that money (so that you only lose your booking deposit and cancellation premium) up to a maximum of the hire charges we receive on reletting. All or part of your liabilities as stated above may be covered by your Cancellation Scheme if your reason for cancellation is one of those covered. Full details of Hoseasons Holiday Protection Plan are [shown on our website](#).

**7. Minors.** Bookings from persons under the age of 18 cannot be accepted.

**8. Boat Trial.** A free demonstration run is given to you at the time of take-over. Whenever possible the person responsible for the booking must be present.

**9. Damage, Breakdown & Defects.** No responsibility will be accepted by us for loss of time or expenses occasioned through accidental damage to the boat while in your charge. No liability can

be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless this is caused by proven reason of the failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves. Any defect or breakdown must be reported immediately to the boat operator during your cruise so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as every boat is carefully checked before the start of each cruise.)

**10. Accidents.** Your boat is insured but you have charge of the boat and are responsible for its safe navigation. In the unlikely event of structural or mechanical damage, however caused, no responsibility can be accepted by us for loss of time or the cost of any alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat, to other craft, to water property, or to any person, it is your responsibility to:

- (a) Find out the name of the other boat involved together with the name of the owners or hirer.
- (b) To report these facts, together with the extent of the damage to the boat operator as soon as possible. No repairs may be put in hand without our consent.

**11. Your Damage Waiver.** We operate a damage waiver scheme. You must pay your waiver with your balance-of-hire ahead of your holiday (see Condition No. 4). Any deposit refund will normally be made to you by a cheque payment.

Damage Waiver Payment Scheme: You make a one-off, non-refundable Damage Waiver Payment of usually between £50-£65. This gives you full cover in the event of loss of or damage to your boat or its equipment except where any loss and/or damage is caused by the deliberate or negligent act or omission of you or any member of your party (including where the person concerned is under the influence of alcohol, drugs or any similar substance) or any failure by you to comply with these Conditions of Hire. In this case, we have the right to make a charge to cover the loss or damage.

You are responsible for any charges made by waterway authorities if you cause loss of water or damage to their property. You must pay any such charges in full. They are not covered by your Damage Waiver Payment.

**Additional Deposits:** You may be asked for an additional deposit (of up to £100 per head) at our discretion for certain parties or for very large and/or valuable boats. This is payable on your arrival at the boatyard in cash. This deposit will be returned to you when you have finished your holiday, providing you return the boat and its equipment on time, undamaged, clean and tidy and without third party claims against you. If additional cleaning of your boat is required on its return, you will be liable for the extra costs, which will be payable on demand.

**12. Linen/Towels.** Towels are not supplied with the boat linen except for overseas visitors and for Regency class boats.

**13. Layout Plans** of boats in the Brochure are for general guidance. They are not to scale and alteration to accommodation during building or refitting may occur. Some boats within classes have minor variations. Some boats have steps which may not be shown on the plan. If you have infirm or disabled members in your party you should enquire as to the suitability of your boat when booking.

**14. Production Boats.** Photos of standard production boats are sometimes used for a class group of boats. As production boats are not always finished in identical colour schemes, this means your boat exterior may be different in colour from the photograph.

**15. Obeying the Waterway Rules.** You must observe the Navigation Authorities byelaws, including in particular, the rule that you must not navigate after sunset, or before dawn (before 8am on River Thames) and your speed must not be such as would or may inconvenience or endanger other users of the waterway.

On no account may you tow or be towed by other craft, unless you have professional assistance as towing can be a hazardous operation if incorrectly undertaken.

Under no circumstances may your boat be taken out to sea or on tidal rivers except for non-tidal access between Teddington Lock and Brentford on the River Thames.

Boats may not be entered in races or used for business purposes.

No minor may control your boat without the supervision of an experienced adult.

No portable heaters, cookers or barbecues of any type, bicycles, lighting equipment, TV sets or electrical/gas appliances (other than an electric razor) may be taken or used aboard your boat without the express prior permission of the boat operator.

**16. Availability.** Your booking is accepted on the basis that your confirmed boat will be available for your use in accordance with these Conditions of Hire on your agreed start date. Unfortunately, this is occasionally not possible. If your confirmed boat is not available as agreed, this will almost always be due to events beyond our control (see Condition 17). If your booking has to be cancelled (which we have the right to do so) we will offer you the choice of an alternative boat in the same boating area for the same holiday period (at no extra cost), if available, a transfer to a boat in a different boating area for the same holiday period (at no extra cost), if available, or a credit note for the full value of your original booking. Providing the cancellation is not due to events beyond our control, we will also offer you a full refund of all monies you have paid to us for your booking if none of these options is acceptable to you.

We have the right to refuse to hand over a boat to any person who, in our reasonable opinion, is not suitable to take charge. In such cases, all hire charges paid to us will be refunded in full but neither us nor Hoseasons have any further liability. In addition, we have the right to repossess a boat at any time if in our reasonable opinion, you or any member of your party is unsuitable to remain in charge because of their age, ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason, or because of irresponsible behaviour which is causing or is likely to cause danger to you or any other person(s) or damage to any property. In this situation, we and Hoseasons will have no further responsibility or liability and no refunds will be made or expenses met.

**17. Events beyond the boat operator's control.** Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid. Such events include the following:

- Destruction or damage of your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) due to fire, flood, explosion, storm or other

- weather damage, accident, break-in, criminal damage or any similar cause.
- Mechanical breakdown or other mechanical or technical problems affecting your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday).
  - Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or facility such as a lock or bridge or navigational equipment which prevents or affects your taking your confirmed holiday.
  - Adverse weather conditions and tides (which may restrict navigation and passage through bridges/locks).
  - Shortage or non-availability of fuel for the boat.
  - Late return by previous hirers.
  - Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.;

We regret that neither Hoseasons nor us can accept responsibility or pay any compensation, costs or expenses where the performance of your contract is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions on cruising to which you may be subject (we or the waterways authority are entitled to impose restrictions in the situations mentioned above). However, if your booking has to be cancelled as a result, we will of course offer you the choice of an alternative boat (if available), transfer to a different boating area (if available) or a credit note, as more fully described in Condition 16.

**18. Your Pet.** You are normally allowed to bring your cat or dog with you. The charge is £35 per pet per week or short break, You must tell us that you are bringing your pet when you make your booking.

You must bring your pet-blanket or pet-basket as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on seating or on chairs.

Your pet must not be left unattended in your boat or elsewhere. If subsequent to making your booking you decide you wish to take a pet with you (or you want to bring more than one pet), then you must contact us and get permission for this.

If extra cleaning of your boat is required after your holiday because of your pet, a charge may be made. In the interest of visitor's safety, and following government legislation, we are sorry we are unable to accept the following types of dog;

American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dogs are muzzled as required by government legislation.

**19. Assistance dogs.** Registered assistance dogs will be accepted free of charge on all boats, subject to availability of suitable accommodation.

**20. Any Shortcomings.** You must notify us of any shortcomings with your boat immediately so that remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday. For all complaints and claims which do not involve personal injury, illness or death, we regret that it may affect our ability to

investigate your complaint and may impact on the way that your complaint is handled if you fail to notify our representative and ourselves of any complaint or claim during your holiday and write to us with full details within 28 days of the end of your holiday.

**21. Your Vehicles.** A charge may be made for parking your car at the boatyard. Your vehicle and its accessories and contents are left entirely at your risk.

We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever.

**22. Liability.** Except where otherwise specified in these Conditions of Hire, neither Hoseasons Holidays, nor Napton Narrowboats can accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than the proven negligence of us or our employees or agents. This clause does not attempt to exclude negligence or breach of statutory duty.

**23. Personal Holiday Insurance.** You are strongly recommended to take out Personal Holiday Insurance for your holiday.

**24. Data Protection Policy.** In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs, etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information onto the relevant suppliers of your holiday arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not however, pass any information onto any person not responsible for part of your holiday arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Your data controller is Napton Narrowboats. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, let us know in writing. We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.