

Hoseasons

BOATING IN BRITAIN

B O O K I N G C O N D I T I O N S

Please read these conditions carefully. They form the basis of your agreement with Hoseasons Holidays Ltd and the operators who provide your holiday. We, Hoseasons Holidays Limited (company number 00965389) act as agent in booking your holiday. Your contract will be with your Boat or Houseboat provider/owner (referred to as Owner from now on). In making a booking, you warrant that you are 18 years of age and have the authority to accept and do accept on behalf of your party the booking terms and conditions set out below.

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

Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates 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 on behalf of the Owner 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. Where the price of a boat is inclusive of fuel, then should the rate of duty of that fuel change or be amended substantially, we may in those circumstances have to pass on any additional charges as incurred or imposed by the Owner.

We reserve the right to alter prices in our brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. The terms and conditions for bookings may change from time to time. Please check at the time of booking.

You can normally board your boat at 4.00pm (subject to unavoidable delays) or at the time shown on your Hire Invoice. You must advise your boat operator 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 to the boatyard from which you started your cruise. You are always welcome to moor at your boat operator's 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 the discretion of the operator.

2. Making a Booking. All offers and bookings are subject to availability. Any payments for your holiday you make to a travel agent authorised by us will be held by the agent on our behalf until they are paid to us for onward transmission to the Owner or refunded to you. A binding contract comes into existence between you and the Owner once we have received your deposit and we have issued a hire invoice and booking acceptance by email, fax or post.

You must check your hire invoice and booking acceptance as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for tickets).

The contract shall be between you and your accommodation Owner and be subject to English Law and the non-exclusive jurisdiction of the Courts of England and Wales.

3. Number in Your Party. No boat may normally carry more people than advertised in our brochure or on our website.

Accommodation is provided only for the number stated. When required and where special permission has been given by the boat operator, additional people can be accommodated on certain boats at an extra charge. There is no extra charge for children under 16 years of age. Any change of party during a holiday must be authorised by the boat operator.

4. Payment. When you book, you must pay the applicable Deposit requested. If you choose to purchase our Personal Travel Insurance, we will use part of this deposit to pay your premium to the insurers. This means you don't need to pay us an additional amount at the time of booking to cover your insurance.

If you do not wish to take out our Personal Travel Insurance you must opt out when making your online or telephone booking.

Your balance (together with your 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 amount at the time of booking.

Payments made by credit card are currently subject to a charge of 1.8%. There is currently 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 £25 will be charged. Up to 8 weeks before the holiday start date you may change your boat to another one within the same operator's fleet as your original booking and within the same calendar year; subject to availability and payment of the above fee and any difference in the price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you notify us and pay the administration fee of £25 and any outstanding balance.

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

6. Cancellation by You. Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking reference or see your travel agent. Your cancellation is effective from the date we receive your written confirmation from you or your travel agent, which will be acknowledged.

For early bookings we GUARANTEE you an unconditional refund of the money you have paid if, before 20 January 2009, you have to cancel (for any reason) any holiday booked to be taken for 3 April 2009 onwards, with the exception of Connoisseur Wroxham, Connoisseur Laggan and Crown Blue Line Benson which are not part of this guarantee.

Personal Travel Insurance premiums (if you have paid your balance) are refundable in full in case of cancellation, regardless of the cancellation reason.

(a) Cancellation for a Qualifying Reason

In this section some of the words and expressions used have specific meanings. These words are shown with capital letters at the start and their meanings are explained in the glossary below.

You will be entitled to a refund and a waiver of responsibility for any balance payment due (less £50 administration charge) if you cancel at any time after we accept your booking and before you leave Home to start your Holiday or you curtail your holiday at any time after you leave home and before your planned return to it on the holiday end date (provided that everyone in your entire party cancels or curtails the Holiday and the holiday boat is left vacant) and your reason for doing so is any of the following:

- the death, bodily injury, illness or admission to Hospital as an in-patient of you or any other person in your party; a Partner; or a member of your Immediate Family where the cancellation or curtailment is certified as medically necessary by a Qualified Medical Practitioner compulsory quarantine of any person in your party or their travel being prevented by Government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party; which is notified to and received by you (or any person in your party) after your booking is accepted;
- Hi-jack of an aircraft or conveyance in which you/your party is travelling as a passenger;
- you or a person in your party being required for compulsory jury or witness service in a Court of Law in proceedings to be undertaken in the time between their leaving Home to start the Holiday and returning Home after the Holiday;
- Police advising against travel due to adverse weather conditions;
- Police requiring a person in your party to attend following theft at their Home or usual place of business; or
- damage rendering the Home of any person in your party uninhabitable.

The calculation of the amount due is as follows;

- if you have paid your balance, we will refund your deposit and your balance less a £50 administrative charge (amendment and credit card charges are non refundable).
- if you have not paid your balance, we will refund your deposit less a £50 administrative charge (amendment and credit card charges are non refundable) and waive your balance due.
- If everyone in your party curtails the holiday and returns home, we will give you a proportionate refund of the cost of the holiday less a £50 administrative charge (amendment and credit card charges are non-refundable).
- The £50 administrative charge is to cover our costs and charges incurred in the process.

You will not be entitled to any refund or waiver of responsibility for any balance payment due if the cancellation is due to any of the following:

War; whether declared or not;

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
- any person in your party deciding not to travel, or if already left home, deciding not to continue;
- any person in your party's loss of enjoyment of the Holiday;
- any accident to or illness of any person in your party's family pet;
- adverse changes in any person in your party's financial circumstances or unemployment other than redundancy as described above; or

You will need to let us know immediately a cancellation situation has arisen and provide us with all the information and documentation, and allow us to carry out any investigations, we may reasonably require to assess whether you are entitled to a refund/waiver under our Booking Conditions.

Glossary;

- **Holiday** – any trip involving pre-booked travel or accommodation, devoted entirely to pleasure, rest or relaxation in the United Kingdom and booked through Hoseasons.
- **Home** – usual permanent place of residence.
- **Hospital** – any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.
- **Hi-jack** – unlawful seizure or taking control of an aircraft or conveyance in which a member of your party is travelling.
- **Immediate Family** – means the Partner or the child, grandchild, brother, sister, Parent, or grandparent of you or a person in your party, or anyone noted as next of kin on any legal document.
- **Parent or Legal Guardian** – a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.
- **Partner** – a spouse of, civil partner registered pursuant to the Civil Partnership Act of; or someone of either sex with whom you or a person in your party has been living as though they were their spouse for at least three months.
- **Qualified Medical Practitioner** – a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by Hoseasons.
- **War** – means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Cancellation Procedure;

- If a cancellation or curtailment situation arises for a qualifying reason, please contact Hoseasons, Lowestoft, NR32 2LW. Telephone (01502 502588) immediately first by phone and then in writing by email, post or fax. You will also need to complete a cancellation form which will be supplied on request or can be downloaded from the Hoseasons website www.hoseasons.co.uk. You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness
- All information provided to us must be complete and accurate
- You must supply the information using our cancellation form
- You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause or if they are dishonest
- All certificates, information and evidence provided by you shall be at your expense

If you are due a refund, you will be paid in £ sterling within 30 days of receipt of valid documentary evidence (including medical certificates where appropriate). (b) Cancellation for a Non-Qualifying Reason

If you cancel for a reason other than one of those listed in Section 6(a) above, a charge will be payable by you to cover our costs including charges by third party operators. These charges are set out below:

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a % of total costs (excluding amendment and credit card charges which are non-refundable)
More than 56 days	Loss of Deposit *
43–56 days	50% +
29–42 days	70% +
8–28 days	90% +
7 days or under	100% +

*If you book under a low deposit promotional offer, you will be responsible for payment of the difference between the amount paid and our standard deposit. If you have purchased our personal travel insurance and only paid your deposit at the time of cancelling, the amount retained is the full deposit.

+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

7. 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.

8. Brochure and Website accuracy. We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website, however information and prices may have changed by the time you book. There may be small differences between the boat and its description, as we and the Owners are always looking for ways to make improvements. As we act only as agents for the Owner; we cannot accept responsibility for any inaccurate, incomplete or misleading information about any boat, except in the case of negligence by us. We will use our best endeavours to notify you of any changes to, or inaccuracies

(continued overleaf)

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in any information contained in our brochure or on our website as soon as reasonably practicable after we become aware of that change or inaccuracy.

9. Damage, Breakdown & Defects. No responsibility will be accepted by us or the boat operator for loss of time or expenses occasioned through accidental damage to the boat while in your charge. We cannot accept liability for loss, damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless caused by proven reason of the boat operator's failure adequately to maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves, the boat operator or its employees.

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 or the boat operator 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:

- Find out the name of the other boat involved together with the name of the owners and hirer;
- 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 the boat operator's consent.

11. Your Fuel & Security Deposit. Hoseasons boat owners operate one of two fuel and security schemes. Details will be shown on your Hire Invoice. You must pay your waiver or deposit with your balance-of-hire ahead of your holiday (see Condition No. 4). Any deposit refund will normally be made to you by cheque.

Option 1: Damage Waiver Payment Scheme: You make a one-off, non-refundable Damage Waiver Payment of usually between £50-£100. 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 Booking Conditions. In this case, the boat operator has the right to make a charge to cover the loss or damage.

You will be asked to pay a fuel deposit (which is usually between £80-£150) for which the cost of any fuel used will be deducted and the balance refunded to you. In the unlikely event that fuel used exceeds the deposit amount, then you will be liable for the additional payment.

Option 2: Fuel and Security Deposit Scheme: You pay a refundable Fuel and Security Deposit of between £150 and £600 (according to the waterway). This deposit, less charges for fuel, 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 any Third Party claim against you. Any damage, loss and/or breakages to your boat or its equipment will be deducted from your deposit up to the full amount of your deposit. If any damage, loss and/or breakages are caused in excess of the deposit you will not be asked to pay any more (although you will have to pay for your fuel on top) except where caused by the deliberate or negligent act or omission by 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 to comply with these Booking Conditions. In this case, the boat operator is entitled to make an additional charge.

If the price of your holiday includes fuel, as with some canal narrowboats for example, no additional charge or deduction for fuel will be made. 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 and are payable in addition to any other deductions from your deposit (regardless of how they were caused) even if the amount of your deposit is exceeded as a result.

Additional Deposits: You may be asked for an additional deposit (of up to £150 per head) at the discretion of the boat owner for certain parties or for very large and/or valuable boats. This is payable on your arrival at the boatyard.

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 claim against you.

If you have booked a dinghy with the boat operator you may be required to pay an extra Security Deposit of £25 – payable on arrival.

If additional cleaning of your boat is required on its return, you will be liable for the extra costs, which will be deducted in the first instance from your fuel deposit, and payable on demand if in excess of the deposit balance.

12. Linen/Towels. Towels are not supplied with the boat linen.

13. Layout Plans of boats in our brochure and on our website are for general guidance. They are not to scale and alterations 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 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 downstream of Teddington Lock 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 Booking Conditions 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 the boat operator's control (see Condition 18). If your booking has to be cancelled (which the boat operator has the right to do) we, on behalf of the boat operator, 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. We regret that we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

17. Unreasonable behaviour. The boat operators and Hoseasons have the right to refuse to hand over a boat to any person who, in the reasonable opinion of the boat operator or Hoseasons, as applicable, is not suitable to take charge. In such cases, all hire charges paid to us will be refunded in full as *quickly as reasonably practicable* but neither the boat operator nor Hoseasons have any further liability. In addition, the boat operator and Hoseasons have the right to repossess a boat at any time if in the reasonable opinion of the boat operator or Hoseasons, you or any member of your party is unsuitable to remain in charge because of 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, the boat operator and Hoseasons will have no further responsibility or liability and no refunds will be made or expenses met.

18. Events beyond the boat operator's control. Unfortunately, events beyond the boat operator's control occasionally affect bookings. When reference is made to such events in these Booking Conditions, this means any event(s) or circumstance(s) which the boat operator 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 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 the boat operator can accept responsibility or pay any compensation, costs or expenses where the performance of your contract with the boat operator is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond the boat operator's control. This includes any delays to and/or restrictions on cruising to which you may be subject (the boat operator and waterways authority are entitled to impose restrictions in the situations mentioned above). However, if your booking has to be cancelled as a result, we, on behalf of the boat operator, 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.

19. Your Pet. You are normally allowed to bring your cat or dog with you. The charge is up to £35 per pet per week or short break.

You must tell us that you are bringing your pet when you make your booking. Some boat operators require an additional security deposit of £30 for parties with pets as a safeguard against damage or for any special cleaning required.

You must bring your pet-blanket or pet-basket and ensure that your pet(s) does not lie on the bedding or 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.

20. Assistance dogs. Registered assistance dogs will be accepted free of charge on all boats in our brochure and on our website, subject to availability of suitable accommodation.

21. Comments or concerns. You must notify any shortcomings with your boat to the operator of 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 the owner or his/her 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.

22. 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 and the boat operators will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than, in the case of the operator, the negligence of the operator or its employees or agents or, in our case, negligence of ourselves or our employees or agents.

23. Liability. Except where otherwise specified in these Booking Conditions, neither Hoseasons Holidays Ltd, nor the Boat Owners and Operators 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, in the case of the Owner(s) and/or the Operator(s) the proven negligence of him/herself or his/her employees or agents or, in our case, the proven negligence of ourselves or our employees or agents. This clause does not attempt to exclude negligence or breach of statutory duty.

24. Personal Travel Insurance. You are strongly recommended to take out Personal Travel Insurance for your holiday. This is available from Hoseasons Holidays Ltd which is authorized and regulated for the sale of travel insurance by the Financial Services Authority No: 312463. Summary details are shown in our brochure and on our website. Full details of the cover it provides will come with your booking acceptance.

25. 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.) The Owner or the Supplier's use of your information is subject to their policy and is their responsibility.

Your data controller is Hoseasons Holidays Ltd.

You are entitled to a copy of your information held by us. If you would like to see this please contact us.

Marketing. 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, write to us. 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.