

# Robin Hood Boats is a trading name of Hire a Canalboat Ltd.

## Booking Conditions

The following Booking Conditions together with the general information contained in the website form the basis of your agreement with Robin Hood Boats (the Company). Please read them carefully as they set out the respective rights and obligations of all concerned. Nothing in these Booking Conditions affects your normal statutory rights.

In these Booking Conditions, 'you' and 'your' means the first named person on the booking (and any person who is substituted for this individual at a later date) (the "party leader") and all other members of the holiday party as appropriate. References to your "holiday" mean the boat as applicable, booked and paid for in the UK through the Company.

### 1. Your booking

You can book the boats and take up the offers shown on this website or otherwise advertised if the boat or offer is still available. You must be 25 years or over when you make your booking. When the Company issues a written confirmation to you, this signifies that Robin Hood Boats has entered into a contract with you, which is subject to these Conditions. The Company has the right to refuse any booking prior to the issue of your written confirmation. If the Company does this, it will tell you in writing and promptly refund any money you have paid the Company. As soon as your confirmation is received, you must check the details carefully. If anything is not correct, you should tell the Company immediately. If you have any special request, you must advise the Company at the time of booking and clearly note it on your Booking Form or otherwise confirm it in writing. Although the Company will endeavour to fulfil any reasonable request, no guarantees are given that any request will be met. Failure to meet any special request will not be a breach of contract. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as standard bookings subject to the above provision on special requests.

### 2. Paying for your holiday

#### 2.1 Deposit

When you book your holiday you are able to pay a deposit to secure the booking as long as the holiday 'start date' is not due to commence within the following 12 weeks.

A deposit of £150.00 per week, or part thereof is payable by cheque, debit/credit card. Your booking will be held for five days if you wish to send payment by cheque.

All bookings confirmed within 12 weeks of departure date are payable in full at time of confirmation (please see below - 2.3)

#### 2.2 Low Deposit

The company may offer a 'Low Deposit' offer at various times of the year. A 'Low Deposit' is payable immediately and the balance of the standard full deposit (£150.00 per week or part thereof) is payable within 10 weeks of the date that the holiday is booked or at the specified date confirmed by the company at time of booking.

If a 'Low Deposit' booking is cancelled the remainder of the full deposit is payable upon cancellation.

### 2.3

When you book your holiday you should pay the amount then due by debit or credit card immediately with a completed Booking Form to the Company. Providing the booking can be confirmed, the Company will then send your written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Company no later than 10 weeks before the start of your holiday. However, if you book less than 10 weeks before the start of your holiday, payment of your total holiday cost is due straightaway. For any holiday booked less than 10 weeks before departure your booking must be paid for by debit or credit card, or by bank transfer, at the time of booking. All prices quoted in the website or otherwise advised to you include all booking fees, charges, and, where applicable, Value Added Tax (at the prevailing rate) with the exception of the security deposit which must be paid upon arrival. Should the VAT rates increase, or any additional taxes or levies be introduced which affect the price of your holiday, you may be required to pay the extra amount. Alternatively, should the rate of VAT or any government imposed tax or levy included in the quoted prices decrease so that a lower rate applies to your holiday, the price of your holiday will be reduced accordingly. If you pay by debit/credit card the Company reserve the right to make a charge of up to 3%, subject to a minimum of £2, for each payment made this way to recover the debit/credit card company's charges to the Company. Occasionally offers are made giving you the chance to book your boat either at a lower than usual or a nil deposit. Details of any additional terms specific to the offer will be notified to you prior to or on making your booking and should be read in conjunction with these Conditions. If you book your boat at either a lower than usual or a nil deposit you also agree to pay the difference between the amount paid and the usual deposit either at the time the balance of your total holiday cost is due, or at the time of cancellation if you cancel your booking. Please refer to Clauses 3 & 8 (ii) for details regarding cancellations. If your payment is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of £25. If you make your booking through one of the Company's authorised travel agents, all monies you pay to that travel agent for your booking will be held by the agent on behalf of the Company as applicable, at all times.

### **3. Cancellations or changes to your booking by the Company.)**

The Company does not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled or errors in the website or other details corrected. The Company has the right to do so. If this does happen, the Company will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change. The Company promises it will only cancel a confirmed booking of a holiday less than 12 weeks before departure where you have failed to comply with any requirement of these Booking Conditions entitling the Company to cancel which includes failure to make all payments due in full and on time or where the Company is forced to do so as a result of circumstances outside its control. The Company will not cancel after this date for any other reason. Significant changes include the following when made before departure:

- (a) a change of boat to that of a lower standard for the whole or a major part of your holiday;

(b) a change of outward or return departure time of your holiday of 24 or more hours;

A change from one type of boat to another with the same or more berths and comparable facilities does not constitute a material change. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Company will, if possible and as soon as reasonably practical, offer the party leader an alternative boat (from the range advertised by the Company) of similar type and standard for the same or similar time of year or, if other services have been changed or cancelled, alternative similar services. If you do not wish to accept a significant change or any alternative boat offered or the Company cannot offer you a suitable alternative boat, you will receive a full refund of all monies paid to the Company. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Company as soon as reasonably practical whether you wish to accept any change or alternative boat offered, or alternatively whether you want a refund, as soon as reasonably possible after the party leader is advised of the change, cancellation or proposed alternative boat. In the unlikely event that the party leader fails to tell the Company that you wish to accept any change or alternative boat within a reasonable period of time, the Company is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Company. Where your booking is significantly changed or cancelled you will also be offered compensation if and as appropriate. A minimum compensation of £20 per booking will usually be paid. However compensation will not be payable where any change or cancellation results from "force majeure" (please see clause 6 below) or where you have refused without good reason to accept an alternative boat you have been offered. Please note, no compensation is payable for minor changes. Such changes do not entitle you to take an alternative boat or to cancel without paying the normal charges as set out in these Conditions. A minor change is a change which the Owner could not reasonably expect to have a significant effect on your confirmed booking. Very rarely, the Company may be forced by "force majeure" (see clause 6) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, the Company regrets it will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

#### **4. Website details**

The Company aims to ensure that the information provided by it is accurately conveyed on the website and other promotional literature or material produced and circulated by the Company. There may be small differences between the actual boat and its description as the Company is always seeking to improve services and facilities. Photographic representation of a boat or class of boat does not provide proof of age, condition or quality. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practical after the Company becomes aware of the situation. The Company cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the website by the Company's Holiday Advisers or advertised elsewhere. The Company makes reasonable efforts to ensure that information supplied to you in relation to your boat and its facilities and services is accurate and complete as at the date given. Robin Hood Boats cannot accept responsibility for any inaccurate, incomplete or misleading information about any boat or its facilities and other services, except in the case of the negligence of the Company.

#### **5. Occupation**

(i) The maximum number of persons who can occupy a boat are four and six persons on a four and six berth boat respectively. This number includes babies and children under 14 years of age.

(ii) There must be a minimum of two adults on a four berth boat and three adults on a six berth boat. This requirement is to ensure competent handling of the boat, particularly in adverse weather conditions. For the purposes of this requirement, an "adult" will also include a child of 14 year or over, who is capable of handling the ropes on the boat during mooring up, as part of the 'adult' group requirement.

This requirement applies particularly to novices. The Company and/or its agents have the discretion to relax this requirement for experienced boat handlers, able to demonstrate their competence. No minor under the age of 14 years may independently control the boat under any circumstances and no minor 14 years or over may control the boat without the direct supervision of an adult who is over 18 years old.

(iii) It should be noted that the Insurance Policy held by the Company does not allow single sex parties under the age of 25 years.

## **6. Liability**

Robin Hood Boats shall have no liability for any death or personal injury unless this results from the negligence of it or its employees (providing they were at the time acting in the course of their employment) or, in the case of a local representative, it results from the negligence of it or its employees (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by Robin Hood Boats or a local representative in respect of damage to, or loss of, such personal property except where it results from the negligence of it or its employees (providing they were at the time acting in the course of their employment) or, in the case of a local representative, it results from the negligence of it or its employees (providing they were at the time acting in the course of their employment). Please also see clause 6 (Force Majeure) below.

## **7. Circumstances beyond the control of the Company or a local representative (Force Majeure)**

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 20) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the services in question could not even with all due care, foresee or avoid. Such events may include threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. If you change or cancel your booking**

### **(i) Changes**

If you want to change your booking once your confirmation has been issued, an administration fee of £25 will be payable to the Company. Changes from one boat to another at Sawley may be possible. However, it is important to realise that a change of boat or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. Robin Hood Boats will advise the party leader if this is the case when the change is requested. The party leader must then inform Robin Hood Boats as soon as reasonably possible as to whether you still wish to change your booking. If you advise Robin Hood Boats that you do or the party leader fails to contact the Company within a reasonable time, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, Robin Hood Boats will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) **Full cancellations**

If you have to, or wish to, cancel your booking, the party leader must telephone the Company on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing sent by recorded delivery to the Company at the address shown on the website. The day the Company receives your telephone notification of cancellation is the date on which your booking is cancelled.

<b>Number of days before start of holiday that notification of cancellation is received by the Company</b>	<b>Amount payable by you</b>
90+ days	Full Deposit
71-90 days	50% of cost or Full Deposit (including any Balance of Deposit due) whichever is the greater
0 - 70 days	100% of cost

If any payment due in relation to your booking is not paid by the appropriate date, Robin Hood Boats is entitled to treat your booking as cancelled by you. Cancellation charges as set out above will then be payable. Robin Hood Boats normally sends out a reminder to you before your booking is cancelled, although you may be charged £10 for each reminder sent if your payment becomes or is by then overdue. If you live outside the UK and have booked your holiday through a local agent, the term "cost" in the above cancellation charges table means the amount paid by your local agent to the Company after deducting any insurance premiums and any administration charge paid to the Company for making any change. For the avoidance of doubt, "cost" does not include any charges made by your local agent or other third parties for booking fees, flights, other travel services or any other amounts not paid to the Company.

## **9. Your boat**

Unless otherwise stated the time for boarding your boat is from 2pm on the arrival date and no later than 3.45pm unless a prior arrangement is made with the Company.

- (a) In the event of mechanical failure the right is reserved to delay departure until a repair is effected.
- (b) Robin Hood Boats or its local representative will give you a demonstration and explain the controls of the boat and its equipment. You must notify any faults identified either before or after the boat leaves the marina as soon as possible so that they can be rectified.
- (c) If your arrival at the boatyard will be delayed, you must contact the person whose details are given on the booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the boat.
- (d) (d) Unless otherwise stated you must return and vacate the boat (with all gear and equipment) to the marina where it was hired in a clean and tidy condition by 9.30am on the final day of hire. A charge will be made if the boat is returned and vacated late or is not clean and tidy. You and all members of your party agree both

to keep the boat clean and tidy and to leave the boat in a similar condition as you found it upon your arrival. You and all members of your party further agree not to use the boat for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by the Company. You are responsible to the Company for the actual costs of any breakage or damage in or to the boat along with any additional costs that may result which are caused by you and/or any members your holiday rental party and the Company will require payment from you to cover any such costs.

The Company is entitled at its sole and absolute discretion to refuse to hand over to you, or to repossess, the boat (which includes the fixtures, fittings, furnishings and decorations) if the Company reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members or your party. Should these circumstances arise, the situation will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability whatsoever to you as a result of this situation arising (including, for example, any costs or expenses you incur due to not being able to occupy the boat, such as the cost of securing an alternative boat/accommodation).

In this situation, the Company or any local representative is under no obligation whatsoever to find any alternative accommodation for you. You must not allow more people than the website states to occupy the boat, neither can you significantly change the composition of your party during your occupation of the boat, nor can you take your pet into the boat unless this has been arranged in advance and is shown on your confirmation.

If you do any of these things, the Company will refuse to hand over the boat to you, or can repossess it. If the Company does this, this will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will have no liability whatsoever to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the boat, such as your incurring the cost of securing an alternative boat/ accommodation). In this situation, the Company or any local representative is under no obligation whatsoever to find any alternative accommodation for you.

(e) If you take a dog with you where it is allowed, you should bring special bedding specific to that dog and note that it is not allowed on beds or chairs, or in any communal facilities, such as reception or shops. A dog should not be left unattended in the boat, and a dog should be exercised on a lead only. Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed on all boats featured in this website. Customers with allergies should be aware that we cannot guarantee that a registered guide and/or hearing dog has not stayed on their chosen boat nor can we accept any liability for any ill effects which may occur as a result of such an animal having been present.

(f) You must allow the Company and any representative of the Company (including workmen) access to the boat at any reasonable time during your occupation of the boat (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time in these situations the Owner is entitled to enter the boat at any time without giving you prior notice).

## **10. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint it is important that remedial

action is taken as soon as possible. It is essential therefore, that you contact the Company or its representative 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 the Company or its local representative(s) is promptly notified. Discussion of any criticisms with the above mentioned whilst you are on holiday will usually enable shortcomings to be rectified straightaway. Complaints of a transient nature (for example, regarding preparation or heating of the boat) cannot possibly be investigated unless registered whilst you are on holiday. If you cannot make contact with the company locally or you are unhappy with their response, you should telephone the Company's Office on 0121 323 4776 or 01453 845500 as soon as possible. If after this you feel that the problem has not been resolved to your satisfaction you must, within 30 days of returning from your holiday, put your complaint in writing to the Company. Send your letter by recorded delivery to Robin Hood Boats, PO Box 462, Potters Bar, EN6 9DZ. marked for the attention of our Client Care Department. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help the Company to help you by following this procedure. If you fail to do so, this may affect any potential entitlement where this would or may otherwise have been appropriate.

## **11. Accidents**

You are responsible at all times for the boat's safe navigation and must take all reasonable care and follow the Waterways Code. No minor under 16 years old may control the boat under any circumstances and no minor over the age of 14 years may control the boat without the direct supervision of an adult. In the event of damage to the boat, caused by you and/or a third party, no responsibility can be accepted by the Company for loss of time or cost of alternative boat or any other damages or expenses. In the case of any accident or damage to the boat or any other craft or to waterway property you must for insurance reasons:

- (a) record the name of any other boat involved with names, addresses and phone numbers of its Boat Operator and hirer (where applicable);
- (b) immediately report these facts to the Company locally or its representative with full details and the extent of the damage;
- (c) report the facts to the Company at its main office at the earliest opportunity and write to the Company 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. Security Deposits and Damage Waivers**

Although all boats are insured by the Company, you are primarily responsible for any damage to the boat, its equipment or to any third party property and for any loss of equipment. The Company requires both of the following:

- (a) refundable security/key/condition deposit
- (b) non-refundable damage waiver payment

Further details concerning these are shown below \* and form part of your contract with the Company.

Notwithstanding the above if you or any member of your party either fail to comply with these booking conditions or, should damage or loss to the craft or equipment be caused as a result of wilful damage or gross negligence by a client or whilst the client is under

the influence of alcohol or drugs, he or she will be liable for the full amount of repair or replacement and any resulting costs incurred by the Company.

*\* Damage waivers and security deposits*

*Security Deposit (Refundable )*

Upon safe return of the boat in a clean condition with its full inventory of equipment, your deposit will be refunded.

*Damage Waiver (Non-refundable)*

This payment frees you from liability for accidental damage to the boat or its fittings or loss of equipment except the emergency mobile telephone. It does not cover damage or losses caused by negligence on the part of the hirer or return of the boat in an unclean condition, or late return of the boat, which will incur an extra payment.. This will in normal circumstances be deducted from the deposit.

*Note*

In certain circumstances such as when a dog is taken on board or at the Company's discretion, an additional payment may be required. This will be advised when you make your reservation.

Maximum levies per holiday unless otherwise stated	Narrow boats		
	4/6 berths		Notes
Security deposits - refundable	£500		This is payable on arrival prior to occupancy. (The company may, <i>at its discretion</i> , levy an increased security deposit up to a ceiling of £1K per boat where stag, hen or similar non-family groups are involved).
<i>and</i>			
Damage waiver - non refundable	£44.95		This is added to the hire fee and payable in advance.

**13. Delays**

If a breakdown or failure of any kind should occur to the allocated boat or its equipment, you must report it to the Company immediately using the emergency mobile telephone provided in order that repairs can be made to enable you to resume your cruise.

Provided that the Company is so informed, it will take steps to repair the boat and/or its equipment as speedily as practicable in the circumstances. The Hirer and crew shall at all times comply with the Company's instructions otherwise the Hirer shall be liable for any loss or damage incurred.

Apart from these obligations, the Company shall not be liable in any respect for any loss or damage, whether financial or otherwise, or delays suffered as a result of the breakdown or the time taken to remedy such a breakdown and the hirer/s shall have no claim on the company and/or boat owner. The Company 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 the Company's control. The right is reserved by the Company or its agent to restrict cruising if unusual or hazardous conditions prevail.

**14. Loss of water**

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.

### **15. Navigation restrictions and bye-laws**

On no account may you:

- (a) tow or be towed by other boats unless with professional assistance and the full agreement of the company.
- (b) cruise after dark (your boat is not equipped or insured for night navigation).
- (c) permit your boat to be taken out to sea or onto certain designated and/or tidal sections of rivers.
- (d) permit your boat to take part in any race. You must navigate in accordance with current byelaws and observe speed limits. Navigational limits are given in the website and in the cruising notes sent to every hirer plus more details will be provided at the marina.
- (e) Run your engine after dark.

### **16. Hirer's equipment**

You may not take on board without the Company's prior written permission portable heaters, barbeques, lighting equipment, televisions, electrical appliances (other than a razor) bicycles, vehicles, canoes, dinghies, inflatables, inflammable liquids or substances, gas cylinders, fire arms or anything hazardous that may cause harm or danger to the boat, its equipment, its occupants or others.

### **17. Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your holiday please tell the Company before you confirm your booking and give the Company full details in writing at the time of booking. If the Company feels unable to properly accommodate the particular needs of the person concerned the Company must reserve the right to decline/cancel the reservation.

### **18. Communicating with you**

For the purposes of the Data Protection Act 1998, Robin Hood Boats is the sole data controller of all personal data provided to Robin Hood Boats by customers and prospective customers. In order to process your booking, Robin Hood Boats needs to collect certain personal details from you. These details will include your name and address and, where applicable, the names and addresses of members of your party, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect your choice of boat to rent and associated travel-related and other arrangements (if any). If Robin Hood Boats needs any other personal details, the Company will tell you before Robin Hood Boats obtains them from you. You may also be asked to complete a post-holiday questionnaire that will include your personal details. Robin Hood Boats needs to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided. For example, the local representative, or bank, or for verification of details relating to your holiday rental services booked. The Company also needs to process and store your personal details for its own administration, market

analyses and operational reviews. Robin Hood Boats would also like to store and use your personal details for future marketing purposes (for example, sending you brochures or details of promotions and offers which the Company feels may be of interest to you). All details you give to Robin Hood Boats at any time (including those relating to any disability or medical condition or your religious beliefs) will be kept, but only names, contact details and any booking preferences will be used for marketing purposes unless you are informed otherwise when you provide the information. Robin Hood Boats may disclose customers names, contact details and booking preferences to any other trading division of the Robin Hood Boats Group. If you do not wish to receive any specific or any of the potential communications set out in this clause, then please let the Company know as soon as possible by telephone, letter, e-mail or fax. Robin Hood Boats is entitled to assume that you do not object to being communicated with unless: (a) you have previously "opted out" of such use of your personal data by ticking the relevant box on your booking form or other document or by ticking the relevant box on marketing or promotional literature sent to you; or (b) you have otherwise previously informed the Company in writing that you do not wish your personal data to be used in certain ways; or (c) unless and until you notify Robin Hood Boats in writing to the contrary. Except where expressly permitted by the Data Protection Act 1998, the Company will only deal with the personal details you give to Robin Hood Boats as set out above unless you agree otherwise. The Company has appropriate security measures in place to protect this information. You are generally entitled to ask Robin Hood Boats (by letter, fax or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. Robin Hood Boats is entitled under the Data Protection Act 1998 to charge a fee in responding to such a request. Robin Hood Boats promises to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by the Company). In certain limited circumstances Robin Hood Boats is entitled to refuse your request. The Company may also record or monitor telephone calls to and from Robin Hood Boats without notification for staff or training purposes.

## **19. Law**

The contract(s) between you and the Company and where and if applicable, the Company is subject to English law and is formed in South Mimms, Hertfordshire, England. It is agreed that any dispute, claim or other matter which may arise between you and the Company will be dealt with by the Courts of England and Wales unless you live in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of those countries.

## **20. This website**

This website was published for Robin Hood Boats by Hire a Canalboat Ltd. in January 2008 and is valid from January 2010 until March 2011 unless replaced earlier and supersedes all previous websites published for Robin Hood Boats.

## **21. Personal Insurance**

You should always take out separate travel, personal, medical and cancellation insurance to cover all members of your party whilst on any holiday booked through Robin Hood Boats.

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