

### Booking Conditions – Boating in Europe 2010

Please read these conditions carefully. They form the basis of your agreement with Hoseasons Holidays Abroad Limited and the operators who provide your boat and other services.

We, Hoseasons Holidays Abroad Limited (company number 1814765) trading as Hoseasons Boating in Europe, book your boat and other services as agent. Your contract will be with your boat owner or other service provider (referred to as Owner from now on) and these booking conditions set out the basis of your contract with the Owner. They also set out the basis of our involvement as booking agent.

**1. BOOKING & PAYMENT.** When you make a booking you must pay a deposit and the amount will be advised at the time of booking. The standard deposit is 35% of the boating value. The balance of the price of your boat or other services must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we may cancel your booking.

When you make a booking you make an offer to the Owner that we are free to accept or reject on their behalf. In making a booking, you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the booking terms and conditions set out below.

The information and requirements contained in the brochure and on our website form part of your contract with the Owner and set out our responsibilities as booking agent. We do not automatically remind you that payment is due and cancellation charges may be applied as set out in paragraph 7 below. Hoseasons Boating in Europe reserves the right to treat a dishonoured cheque as a cancellation of booking, or apply an administration charge.

All monies you pay to one of our authorised travel agents for your arrangements with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

**2. THE CONTRACT.** A binding contract between you and the Owner of your boat and/or service will come into existence once we have received your deposit and we have issued a booking confirmation invoice by e-mail, fax or post on behalf of the Owner. The contract, and all matters arising out of it, are governed by English Law and shall be dealt with by the non-exclusive jurisdiction of the English Courts.

**3. INSURANCE.** You are recommended to take out Personal Travel Insurance. If you choose our insurance, the necessary premium is included in your deposit. Hoseasons Boating in Europe is a trading name of Hoseasons Holidays Abroad Ltd, an appointed representative of Hoseasons Holidays Ltd which is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. You must tell us if you wish to arrange your own insurance in which case it must be at least comparable with our insurance and adequate for your particular needs. We do not check alternative insurance policies. Please read your policy details carefully and take them with you on holiday.

Please note that our insurance cannot cover persons aged 85 or over at the time of travel.

**4. PRICES.** 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 we confirm your booking. Payments made by credit card are currently subject to a charge of 1.8%. At present, there is no charge for debit cards.

### 5. OUR RESPONSIBILITY FOR YOUR BOOKING.

The boats and other services featured in our brochure and on our website belong to and are managed by independent

owners and suppliers. We are responsible for making your booking in line with your instructions. As we act only as an agent, although we will use our best efforts to ensure complete accuracy of our descriptions & portrayal of the holidays we sell on behalf of owners & suppliers, we cannot accept liability for any information about the accommodation or other service that we pass on to you in good faith.

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is twice the cost of the boat or other service booked through us (or the appropriate portion of this if not everyone on the booking is affected) unless a lower limitation applies to your claim as outlined below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the Owner of your boat or other services that are incorporated into this contract. We also rely on any relevant international convention, and examples include but are not limited to the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of compensation contained in these or any conventions. Please ask us for copies.

You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the boat owner/supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against the property owner/supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

**Force Majeure.** We, on behalf of ourselves as agent, and the Owner or service provider, do not accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which we or the Owners could not, even with all due care, foresee or avoid. Such circumstances include but are not limited to the destruction or damage of your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond the owner's control.

**6. IF YOU MAKE CHANGES.** Requests for amendments after your booking has been confirmed must be in writing by post, email or fax. If it is possible to make the amendment, we will charge a £40 administration fee together with any costs or charges imposed by our suppliers and any applicable increase in the price if the amendment relates to a change of date. Amendments after ferry tickets have been issued will incur a £50 fee plus any charges or fees imposed by the ferry company, which can be as much as 100% of the cost of those arrangements.

**7. CANCELLATION BY YOU.** Telephone us immediately if you have to cancel and on the same day send us written confirmation by post, email or fax quoting your booking reference or instruct your travel agent to do the

same on your behalf. Your cancellation is effective from the date we receive your written confirmation from you or your travel agent.

*N.B. Some transport providers may impose stricter and/or different cancellation charges/cancellation timetables. Where applicable to your booking, you will be advised of these at the time of booking.*

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a % of total costs (excluding insurance premium, amendment and credit card charges which are non-refundable)
More than 70 days	Loss of deposit*
70-43 days	40%
42-29 days	75%
28 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 (see clause 1).

**8. IF YOUR ARRANGEMENTS ARE CHANGED OR CANCELLED.** In the unlikely event of the Owner cancelling or making a major change to your booking after the booking has been made, we will tell you as soon as possible and provide you with an alternative of a similar standard boat or service (if available) or a full refund. A major change means one or more of the following changes where made before departure: a change of boat to one of a lower standard for the whole or a major part of your holiday or a change to a different area of the country to that originally booked.

If a similar standard boat is not available and you choose to stay in a more expensive boat, you will have to pay the difference. As we are an agent, we regret we cannot pay any compensation or reimbursement of any expenses or costs that you may incur as a result (including costs of any transport or other service booked independently by you.)

If, due to 'force majeure' (see clause 5) it is necessary to change or terminate your arrangements after departure but before the scheduled end of your time away, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

**9. YOUR RESPONSIBILITIES.** A free demonstration is given at the time of take-over. Whilst the boat is insured you are responsible for it and its gear and equipment. A damage waiver and security deposit are payable by you on arrival at the base. The amount (up to €1650) will be shown on your hire invoice. You are responsible for loss or damage to the boat, its equipment or to any third party up to this amount. It will be refunded to you at the end of your holiday providing you return the boat and its equipment on time, undamaged and without a third party claim against you.

You will not be held responsible for any damage, loss or injury which exceeds the amount of your security deposit unless this was caused by the deliberate or negligent act or default of you or any member of your party or any failure by you to comply with these Booking Conditions. You must pay any such charges in full (regardless of how they are caused) in addition to any deductions from your deposit (even if the amount of your deposit is exceeded as a result).

You have to pay for fuel. The cost will be deducted from your security deposit. If the cost of fuel exceeds the deposit then the appropriate extra payment will be due.

**Accidents.** You have charge of the boat and are responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the case of an

accident or damage to the boat or to other craft, or to waterway property you must

- a) find out the name of any boat involved together with the name of its owner/hirer; and
- b) report these facts to the boat operator together with full details of the damage as soon as possible. No repairs may be put in hand without the boat operator's consent.

No responsibility can be accepted by ourselves or the boat operator for any lost time or any damage or expenses incurred by you as a result of any accident.

**Navigation Restrictions.** Cruising after sunset or before dawn is not allowed and you must observe speed limits. You must not tow other boats or be towed, and you must not take your boat out to sea, or enter races.

**No Electrical Appliances** or heaters of any kind, except electric razors, may be taken aboard without the permission of the operator.

**Your Vehicles.** Your vehicles, their accessories and contents are left entirely at your risk. Neither the Owner nor we as agent are responsible for any loss or damage from or to any vehicle from any cause whatsoever. Parking and other regulations may vary from one Boatyard to another.

We and the boat operator have the right to refuse to hand over a boat to any person who, in our reasonable opinion or in the reasonable opinion of the boat operator, is not suitable to take charge. In such cases all hire charges paid shall be refunded in full but neither we nor the boat operator will have any further liability.

In addition the boat operator has the right to repossess a boat at any time if in the reasonable opinion of the boat operator; 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 likely to cause danger to themselves, other persons or property. In this situation we and the boat operator will have no further responsibility or liability and no refunds, costs or expenses will be made or met.

**10. BOAT DELAYS OR CURTAILMENTS.** 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. 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 boat operator's failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves or 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).

Neither we nor the boat operator shall be responsible for any delays or restrictions or their consequences arising from obstructions, repairs or damage to waterways or locks, or those resulting from reasons which amount to "force majeure" (see Clause 5), and reserve the right to restrict cruising if unusual or hazardous conditions prevail.

**11. COMPLAINTS AND CLAIMS.** If you have a complaint whilst you are on holiday, please inform the boat operator immediately so that remedial action, where possible, can be taken. If your complaint concerns any other service, you must

also inform the supplier of that service immediately. If your complaint cannot be completely resolved by the operator/supplier as applicable then you must contact us on our special emergency telephone number (01502 502 619 – from overseas +44 1502 502 619) and we will endeavour to help you. If you remain dissatisfied and wish to make a claim then you must follow this up within 28 days of your return home by writing to our Customer Services Department at our Lowestoft address, giving full details and your booking reference number. For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept any liability if you fail to notify any complaint or claim in accordance with this clause as we will have been deprived of the opportunity to properly investigate and, where appropriate, rectify the problem.

In the unlikely event that disputes arising out of, or in connection with your contract, cannot be settled amicably between us we can offer you an arbitration scheme.

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

#### **12. BROCHURE AND WEBSITE ACCURACY.**

We have taken care to ensure accuracy at the time of publication of our brochure and continuously with the website. We cannot be held responsible for changes occurring after publication throughout the year, or for information relating to third parties. We will use our best endeavours to notify you of any changes to, or inaccuracies, 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. Distances and sizes quoted are approximate. Also certain items in photos (furnishings, etc) are subject to change, and may not always be exactly as shown. Regrettably, errors in information and prices do occasionally occur. You must therefore ensure that you check all details of your chosen boat and other services (including the price) at the time of booking. All boats and other services featured in our brochure and on our website are subject to availability.

**13. PLEASE CHECK ALL DETAILS.** Please check the confirmation invoice carefully immediately on receipt and advise us straight away of any apparent error. We regret we cannot accept liability for any inaccuracies or omissions in any

document if we are not notified of it within 10 days of our sending it out (5 days for tickets).

**14 ABTA.** We are a member of ABTA, membership number L4801. We are obliged to maintain a high standard of service to you by ABTA's code of conduct. Further information on the Code can be found on the ABTA website

**15. DATA PROTECTION POLICY.** In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we and your travel agent 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. Such companies and organisations may be outside the European Union if your holiday is to take place or to involve suppliers outside these countries. 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 Hoseasons Holidays Abroad 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 provide you with holiday or special offer information.

If you do not wish to receive such approaches in the future, please write to us. We will not pass your information on to any third parties for marketing use without your permission.

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