

# Hoseasons

Boating Holidays in the UK and Europe – **Booking Conditions**

**In these booking conditions, 'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means The Hoseasons Group Limited of Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA. Hoseasons is a trading name of The Hoseasons Group Limited.**

The following conditions, together with the general information in our brochures and on our website, form the basis of your agreement with us and the other people and organisations which provide the services which make up your holiday. Please read them carefully as they set out the rights and responsibilities of everyone concerned. Nothing in these booking conditions affects the normal rights you have by law. When we refer to these booking conditions we also include the boat rental conditions (which means all information shown in any specific conditions or restrictions set out in the brochure or website description of your chosen boat and the 'Important Information' and 'Frequently Asked Questions' sections of the brochure or website or which we otherwise tell you about).

We arrange bookings of boats as agent for the operators (boat operator). We also act as agent for any transportation companies and other service providers mentioned in this brochure (the service providers). When you book a boat either through us acting as agent for the boat operator concerned or arrange any travel or other services through us, you are entering directly into a contract with the boat operator or the service provider of the service concerned (whichever may apply).

We are only agents for the boat operator and service provider. When you book or arrange any travel services through us, you are entering into a contract with the boat operator and service provider. We are responsible for dealing with your booking, and do so only on behalf of and as agent for the service provider.

**Important information – Ferry and / Eurotunnel bookings:** If you book arrangements with us which include a ferry or /Eurotunnel crossing, then this will be classified as a package holiday booking. In these cases we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. All other arrangements are sold separately at a non-inclusive price, as agent on behalf of the various suppliers. Please also read Section B of these booking conditions if this applies to you. Clauses 7b, 7c, 10 and 17 of section A do not apply to your booking.

Please also note that clauses 7b and 7c of Section A do not apply to any overseas bookings - clause B6 in Section B applies instead.

## 1. Making your booking

All bookings depend on the boat and services being available. You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. There must be

at least two adults over the age of 18 in every party unless we say differently in our brochure or on our website that you must have at least three adults over the age of 18 for a particular location. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us. Please note that there may be different age restrictions on driving and car hire in some destinations.

As long as the boat and services are available and we have received the relevant payments, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract with the boat operator and service provider (whichever applies) will apply from the date we give you (or your travel agent) the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract with the boat operator or service provider when we give spoken or email confirmation of your booking to you or your travel agent and you have made the appropriate payments to us or your travel agent. If we pay the deposit into our bank account, it will not mean we have accepted your booking.

We will give you written confirmation either by post or email. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email. If you book by post or phone, we will send your confirmation to you by post unless you tell us at the time of booking that you would prefer it to be provided by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We, on behalf of the boat operator or service provider (whichever applies), have the right to refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, neither we nor the boat operator and other service provider (whichever applies) will have any legal responsibility to you.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. If you book through a travel agent, we will send you your confirmation and all other documents to your travel agent.

## 2. Payment

When you book, you should pay the deposit amount due (plus any personal travel insurance premiums you have chosen to pay) by debit or credit card, or by sending us a cheque. (We only accept payment in pounds sterling.) We must then receive the rest of the money no less than 10 weeks before the start of your trip. However, if you book less than 10 weeks before the start of your trip, we must receive full payment of the

total cost (including any insurance premiums) when you make the booking. For any booking made less than two weeks before your intended trip, you must pay for the booking cost in full by debit or credit card, or by bank transfer, at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date, we (on behalf of the boat operator or service provider) are entitled to assume that you want to cancel your booking. In this case, we (on their behalf) will be entitled to keep all deposits paid or due at that date and pay them to the operator or provider.

All prices quoted or otherwise given to you include all charges and any UK taxes or government charges which may apply to your booking at the time it is made.

If you pay by credit card, we will take a charge of up to 2.5% for each payment made this way to cover our costs, expenses and charges in connection with credit-card payments - with a minimum charge of £2. If your bank or credit-card company refuses to pay your payment for any reason, we are entitled to make an administration charge of £26.

## 3. Pricing

We may increase or reduce the prices of unsold products and services or correct mistakes in advertised prices at any time before we confirm your booking. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

We can pass on to you in full, after we have confirmed your booking, all costs or charges the boat operator or provider makes to us which are connected with your booking.

All prices are for the boat and are not on a 'per person' basis.

## 4. Offers with a low deposit

Occasionally, we make offers giving you the chance to book boats with either no deposit or a deposit which is lower than usual. We will give you details of any extra terms that may apply to the offer before, or when, you make your booking. You should read these with these booking conditions. If you book a boat with either no deposit or one that is lower than usual, you also agree to pay the difference between the amount paid and the usual deposit, either at the time the balance of your booking is due, or at the time of cancellation if you cancel your booking. If you cancel, you must also pay all other cancellation charges which apply. Please see section 7 for details on cancellations. You must still pay any personal travel insurance premiums you chose to pay at the time of booking. We can also decide to extend any offer.

## 5. Brochure and website details

We aim to make sure that the information provided by boat operators and service providers is presented accurately in brochures and other promotional literature or material we produce and provide. There may be small differences between the actual boat or other

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services and their description, as we and the operators and providers are always trying to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. Neither us nor the operators and providers can accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information given to you about your boat and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any boat or its facilities and services, unless this was caused by our negligence.

### 6. ABTA membership

We are a member of ABTA, membership number Y0662 and L4801. As an ABTA member we have to maintain a high standard of service to you under their code of conduct. We can also offer you an arbitration scheme to sort out any disputes arising out of, or in connection with, this contract. You can get more information on the code, and arbitration, on ABTA's website at [www.abta.com](http://www.abta.com).

The arbitration scheme is run independently by CEDR (Centre for Effective Dispute Resolution). It provides a simple and cheap form of arbitration where CEDR makes a decision based on documents alone. There is also a limit of costs you will be asked to pay. The scheme does not apply to claims for an amount of more than £5,000 per person. There is also a limit of £25,000 per booking form. It also does not apply to claims which are only for physical injury or illness, with a limit of £1,500 on the amount the arbitrator can award per person for minor injuries. CEDR must receive your application for arbitration and statement of claim within 18 months of the last date of your booking. Outside this time limit, arbitration under the scheme may still be available if we agree. However, the ABTA code does not say we have to agree to this.

For injury and illness claims, you may like to use the ABTA mediation procedure. This is a voluntary scheme and we have to agree for mediation to go ahead. The aim is to help you sort out your dispute in a quick and cost-effective way. You can ask us for details or go to [www.abta.com](http://www.abta.com). Or, you can write to ABTA Ltd, 30 Park Street, London SE1 9EQ or phone: 020 3117 0500.

### 7. If you change or cancel your booking a Changes

If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing or get written notice from your travel agent. Also, we cannot guarantee that we or the boat operator or service provider will be able to meet your request. You must enclose a payment of £26 with this notice or £41 for each change if we have already sent you travel documents, together with any costs we have had to pay to the UK boat operator or other service provider. If you have booked an overseas boat, the administration charge is £41, together with any costs we have had to pay to the overseas boat operator. We will charge for

any amendment at the current brochure price, which may be different from the price in the brochure from which you booked your chosen arrangements. We may treat changes to your dates or accommodation as a cancellation of the original booking and so you will have to pay cancellation charges. Individual members of the party may be able to transfer their place to someone else you choose if they pay the charges shown above and as long as you tell us at least two weeks before your departure date. If you can make a transfer like this, you must pay all costs and charges we have had to pay as a result; together with the appropriate amendment fee as set out above before the transfer can take place.

#### b Full cancellations

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the boat operator.

Depending on your reason for cancellation, you may receive a refund authorised by the boat operator of all money you have paid to us for your booking (apart from booking fees and, if it applies, the premium for any personal travel insurance you have bought from us, any amendment charges, and credit-card charges you have already paid). We will also keep a cancellation administration fee of £36 for each week or part of a week for your UK boat booking. For an overseas boat booking the cancellation administration fee is £41.

The conditions on making a refund only apply if the cancellation applies to all members of your party. All prices are for the entire boat and not on an individual basis.

Under your contract with the boat operator, to qualify for a refund you must have one of the following reasons and produce evidence.

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not cover pregnancy if the relevant person was pregnant before the booking was made. And, we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home.
- Death.
- Redundancy (as long as the employment has been continuous with the same employer for at least two years).
- Jury or witness service (in a court of law).
- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, partner, son or daughter, son-in-law or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother, fiancé or fiancée).
- Your home is damaged and cannot be lived in because of a fire, storm, flood, subsidence or malicious damage.

- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your trip or within the seven days before this.
- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost trip from any other source).
- You are placed in quarantine.
- You may also receive a full refund if you cannot reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident while on the way there. (This only applies if you have made every effort to try to complete your journey. You will need to produce evidence from the police, or Highways Agency.) Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases you will receive a 15% refund for each 24-hour delay (up to 72 hours = 45%). (For short breaks, you will receive a fixed refund of 45% for all arrivals delayed for more than 24 hours.)

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of booking.

We will ask you to fill in a booking cancellation form which may need signing by a medical practitioner or employer. In this case, we may need you to give us more information from other people (we will tell you at the time).

The following reasons for cancellation do not qualify for a refund as set out above. Suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs, or any other reason we have not specifically referred to.

If the reason for cancellation does not fall within one of those given above, for example, you do not want to travel, your leave has been cancelled by your employer (other than HM Forces or the police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date when we receive your notice of cancellation, as shown in the following table. This means that if you have paid the balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total booking cost, including the premiums for any personal travel insurance (if you have bought this), by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. For the purpose of the table below, boat cost means the total cost of the boat, including any extra items. You will still have to pay any insurance premiums, booking fees, credit-card charges and administration fees for making any changes.

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**If you have already paid insurance premiums, booking fees, credit-card charges and administration fees, we will not refund these if you cancel.**

## **Cancellation charges UK boat bookings**

Period before scheduled arrival date within which we receive written notice of the cancellation	Cancellation charges as a percentage of total costs (but not amendment and credit-card charges which are non-refundable)
More than 70 days	Loss of deposit*
43 – 70 days	50%
29 – 42 days	70%
8 – 28 days	90%
7 days or under	100%

## **Cancellation charges Overseas boat bookings**

Period before scheduled arrival date within which we receive written notice of the cancellation	Cancellation charges as a percentage of total costs (but not amendment and credit-card charges which are non-refundable)
More than 70 days	Loss of deposit*
43 – 70 days	50%
29 – 42 days	75%
0 – 28 days	100%

If you live outside the UK and have made your booking through a local agent, the term 'Boat cost' in the above cancellation charges table(s) means the amount paid by your local agent to us after taking off any booking fees, insurance premiums and any administration charge paid to us for making any change. Other service providers may charge higher cancellation charges.

### **c Part cancellations**

If only one person in your party needs to cancel, this will not normally affect the total cost of your booking unless you cancel any travel arrangements or extra services which are charged on a 'per person basis'. In these instances, we will provide a refund after taking off any cancellation charges made by the service provider concerned. If you make a full or part cancellation, you must return any travel tickets or vouchers.

## **8. Cancellations or changes by the boat operator or service provider**

The boat operators and service providers do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. The operator and provider have the right to do this. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change.

## **9. Events beyond our control**

Unless we say otherwise in these booking conditions, unfortunately neither we nor the boat operator or service provider will be legally responsible, either jointly or individually, for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or they could not, even with all due care, expect or avoid, including:

- strike, lock-out or labour dispute;
- supplier failure or insolvency;
- natural disaster;
- act of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction;
- if the authorities close any waterway;
- accident;
- breakdown of plant or machinery;
- insolvency or bankruptcy of a boat operator or service provider;
- fire, flood, snow and storm;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

## **10. Our legal responsibility to you**

As we act only as an agent for the boat operator or service provider, we cannot accept any legal responsibility for any act or neglect on their part or of anyone representing or employed by them. And we cannot accept any legal responsibility for any problems or faults with or in any boat as all boats are only controlled by the boat operators. Your contract with the boat operator is governed by their terms and conditions, which may contain other limits on their legal responsibility. If you have any complaints about any services we provide (as opposed to any provided by the boat operator or service provider), you must let us know immediately in writing and in any event within seven days of the end of any trip booked through us. Unfortunately, we cannot accept any legal responsibility if you do not let us know. We will not pay more than the commission we have earned for the booking, plus any expenses you cannot recover from elsewhere if we are found to be at fault in terms of any service we provide (as opposed to any service provided by the boat operator or service provider, for whom we are

not responsible). We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees, or for any criminal act we may commit.

Neither we nor the boat operator can be held responsible for noise or disturbance which comes from outside the boat or which is beyond the boat operator's control.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, engines or boilers, nor for the failure of public utilities such as water, gas and electricity.

## **11. Service providers and boat operators' terms and conditions**

The services which make up your booking are provided by people, firms, companies and other organisations which are totally independent of us and for whom we act as agents. These providers and operators provide services in line with their terms and conditions. Some of these terms and conditions may limit or exclude their legal responsibility to you, usually in line with international conventions that apply (for example, the Athens Convention for international travel by sea). You can ask these suppliers for copies of their terms and conditions.

## **12. Insurance**

These conditions do not apply to bookings which take place entirely in the UK where insurance is optional. We recommend that you take out enough travel insurance to cover you for your total stay.

For all overseas bookings, we consider it essential that you arrange enough travel insurance for your trip. Details of the Personal Travel Insurance policy we offer are shown in our brochures and on our website. If you decide not to buy this insurance, you must take out other personal travel insurance that provides equivalent or better cover to the policy we offer. You must also give us details of your policy (insurer and policy number) in writing. If you fail to do so, we will add the appropriate premiums for the insurance we offer to your booking confirmation. We do not check insurance policies to make sure they are suitable. You are responsible for covering us if we suffer any losses or expenses arising out of your failure to take out proper insurance cover. We strongly advise you to take out insurance which will cover any damage which may happen to property which belongs to other people and which may get damaged.

If you are booking more than 10 weeks before your departure date, we will assume your deposit payment includes the relevant premiums for the personal travel insurance we offer for everyone named on the booking unless you give us the details of your insurance in writing at the time of booking. For bookings made within 10 weeks of the departure date, you must pay us the premiums in full at the time of booking as cover will not apply until then. We can refuse or cancel a booking if you do not have personal travel insurance cover that matches or is better than that provided by the insurance we offer.

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We will treat any cancellation for this reason as a cancellation by you and you will have to pay the cancellation charges set out in clause 7 opposite. Please read your policy details carefully and take them with you on holiday. It is your responsibility to make sure that the insurance cover you buy is enough for your needs.

### 13. Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we, the boat operator or service provider reasonably feel that we cannot properly meet that person's particular needs, we can refuse or cancel the reservation.

### 14. Your boat

You can board your boat at 4pm (unless we tell you otherwise, for example on your confirmation or in our brochure or website) on the start date of your rental. You must leave by 9am on the last day. If your arrival will be delayed beyond 6pm on the start date of your boat rental, you must contact the person whose details are given on the location guide so that you can make other arrangements. If you fail to do so, you may not be able to gain access to the boat. If you fail to arrive by 12 noon on the day after the start date of your boat rental and you do not tell the person whose details are given on the location guide that you will be arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not make a refund.

You must keep to the age restrictions set out in clause 1. The boat operator can refuse to allow you onto the boat or cut short your trip if you do not, or you ignore other reasonable health and safety concerns. We will not make a refund if we do this.

If there is a mechanical failure, the boat operator can delay your departure until a repair is carried out. In all cases, the boat operator will give you a demonstration and explain the controls of the boat and its equipment. You must let them know about any faults identified as soon as possible, either before or after the boat leaves the boatyard. This then gives them the chance to put the faults right. Unless we say otherwise, you must return the boat (with all gear and equipment) to the boatyard where you hired it from and it must be in a clean and tidy condition. You may be charged if the boat is returned late or is not clean and tidy.

Some boat operators may ask you to pay a security deposit when you arrive. If this applies to your chosen boat, you will be told the amount at the time of booking. The operator or provider will return the security deposit at the end of your boat rental (less any costs for breakages, damage and so on if this applies).

You and all members of your party must agree to keep the boat clean and tidy and to leave the boat in a similar condition as you found it. You must behave in a legal way at all times while on the boat. You and all members of your party must also agree not to use the boat for any unlawful or commercial purpose, including

transferring your legal right to use the boat to anyone else. You are responsible to the boat operator for the actual costs of any breakage or damage in or to the boat - along with any extra costs that may result - which are caused by you or any members of your party. The boat operator can tell you to cover these costs.

The boat operator can refuse to hand over to you, or to take back, the boat if they reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any members or your party or if you or any members of your party behave illegally or dangerously. We will treat these circumstances as a cancellation by you. You also must not allow more people than the brochure states to be on the boat. And, you cannot change the number of adults and children during your stay (for example, if you book for two adults and two children, you cannot arrive with four adults.) You must not operate the boat while under the influence of alcohol or drugs, or allow anyone else to do so. If you do any of these things, the operator can refuse to hand over the boat to you, or can take it back. If the operator does this, we will treat this as a cancellation by you. In these situations we will not refund any money for your booking and neither the operator nor we will have any legal responsibility to you as a result of this situation arising. (This includes, for example, any costs or expenses you have to pay due to not being able to use the boat, such as the cost of finding another boat or any compensation to you.) We and the boat operator will have no responsibility to find other accommodation for you.

Pets are not allowed unless we say so in the brochure or on the website. If you take a pet with you, it is not allowed on beds or furniture. Do not leave pets unattended in the boat, and you should keep dogs on a lead at all times when off the boat. Registered guide and support dogs are allowed in all boats featured in this brochure even if the boat description says that pets are not allowed. If you or any member of the party have an allergy, we cannot guarantee that a registered guide or support dog has not stayed in your chosen boat nor can we accept any legal responsibility for any suffering as a result of animals having been there. You should also read the information about taking pets on holiday included in our brochure or on our website.

You must follow the boat operator's safety instructions, particularly in terms of wearing buoyancy aids or life jackets. This is especially important for children, who you must fully supervise at all times.

You must allow the operator or their representative (including workmen) access to the boat at any reasonable time during your stay. You would get notice of this if it was needed (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, the boat operator can enter the boat at any time without giving you notice).

### 15. Special requests

If you have any special requests, you must let us know when you make the booking and confirm them in writing. Although we will try to pass any reasonable requests on to the operator or the relevant service provider (whichever applies), we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it on to the operator or service provider, or the fact that it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we or the operator or provider fail to meet any special request, it will not mean we or they have broken your contract.

### 16. Transport suppliers

Booking transport or making any other arrangements, as well as your accommodation, for you does not mean that we have sold you a 'package' or that we are an 'organiser' of packages as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. For ferry and Eurotunnel inclusive bookings, please see section B of these conditions.

### 17. Complaints (This does not apply to ferry and Eurotunnel inclusive bookings.)

If you want to complain, we, together with the boat operator or service provider, will want to take action as soon as possible. Because the contract for your accommodation is between you and the boat operator or service provider, you should put any questions or concerns to them. You must contact the operator or their representative immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless you let the boat operator or service provider know promptly. If you discuss the problem with the boat operator or service provider or their representative while you are there, it can usually be sorted out straightaway. If you cannot contact the operator or their representative, or if you are still not happy with their response, you should immediately phone our Customer Care Line on the number shown on your confirmation. If, after this, you feel that the problem has not been sorted to your satisfaction, you must, within 30 days of returning from your trip, put your complaint in writing to us. We will then pass this to the relevant boat operator or service provider. Send your letter by recorded delivery to our office at Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW marked for the attention of the Customer Relations Department. We have designed this procedure to make sure we can sort out complaints as quickly as possible. Please help us and the boat operator and service provider to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate. As we act only as an agent for the boat operator or service provider, we cannot accept any legal responsibility for your accommodation or personal property. If we help to sort out a complaint, we are doing so as an agent only.

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### 18. Governing law

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you must agree that any dispute will be dealt with by the courts of England and Wales.

### 19. Communicating with you

To process your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. We may from time to time record phone calls to our contact centre. We do this for training purposes and to improve the overall quality of our service. For more detailed information about how we use personal information, please see our Privacy policy which you can find at [www.hoseasons.co.uk](http://www.hoseasons.co.uk)

We would like to send you information about products and services that we think will interest you. We may do this by post, phone, text message or email. If you would rather that we did not do this, please tell your sales adviser when you book. Or you can give us your preference as part of our on line booking process.

### Section B: Ferry and Eurotunnel inclusive bookings only

#### The following extra information applies to your booking

##### B1 Pricing

All prices quoted or which we have told you about include all charges and any UK taxes or government charges that may apply to your holiday at the time of booking. We worked out the prices shown in our brochures and on our website are based on the known costs and on the basis of an exchange rate of £1 to 1.15 euro.

We may increase or reduce the prices of unsold arrangements and correct any mistakes in advertised prices at any time before we confirm your arrangements. We will confirm the price of your holiday at the time of booking. As changes and mistakes occasionally happen, you must check all details of your chosen holiday (including the price) at the time of booking.

When we confirm the price of your chosen holiday at the time of booking, depending on correcting any mistakes, we will only increase or reduce the price in the following circumstances. We will pass on an increase or reduction by either charging you more or giving you a refund. This will depend on the conditions set out in clause B1, if our costs increase or reduce as a result of an increase or reduction in transportation costs or taxes or fees due for services such as landing taxes or embarkation or disembarkation fees at ports or as a result of any changes in the exchange rates which have been used to work out the cost of your holiday.

Even in the cases shown above, only if the amount of the increase in our costs is more than 2% of the total cost of your holiday (not including insurance premiums and any amendment charges) will we actually charge you. If we do charge you, you will need to pay £1, together with an amount to cover our commission. If any charge is more than 10% of the cost of your holiday (not including insurance premiums and any amendment charges),

you can cancel your booking and receive a full refund of all the money you have paid us (except for any amendment charges). Or, you can buy another holiday from us as referred to in clause B3. If, due to the changes mentioned above, the price of your holiday goes down by more than 2% of your holiday cost, we will pay you any refund due. However, please remember that we do not always buy travel arrangements in local currency and some obvious changes have no effect on the price of your travel due to contractual and other protection in place.

You have 14 days from the issue date printed on our invoice to tell us if you want to cancel your holiday or buy another holiday. If you do not tell us that you want to cancel or buy another holiday within this time, we will assume that you will pay the extra charge. You must pay this with the balance of the cost of the holiday or within 14 days of the issue date printed on the invoice, whichever is later.

We promise not to send you an invoice for an extra charge within 30 days of the start of your holiday. We will not make any refunds within this period either.

##### B2 Your financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 say that we must provide security for the money to get you home if we become insolvent. This security is provided by a bond held by ABTA. Please see clause 6 for full details of our ABTA membership.

##### B3 Cancellations or changes made by us

It is unlikely that we will have to make changes to your booking arrangements but, as we make the arrangements for your bookings many months ahead, we may occasionally have to make changes both before and after bookings have been confirmed. Or, we may have to cancel confirmed bookings. While we always try to avoid changes and cancellations, we can make them at any time. Occasionally we have to make a 'significant change' such as a change of boat to that of a lower standard, changing the departure time by more than 12 hours or a change of area. If we need to do this, we will let you know as soon as is reasonably possible before you leave. We treat all other changes as minor. As a result, we will decide whether to let you know about them. If we have to make a significant change or cancel your booking, and as long as there is time to do so before the departure date, we will offer you three options.

- You can accept the other booking arrangements we offer you.
- You can transfer to another booking (the price may be different from your original booking).
- You can cancel your booking (together with a refund of any amounts you have paid).

Following our offer of the other booking arrangements, you must let us know your choice within a reasonable time. If you fail to do so, we will assume that you have chosen to accept the other booking arrangements. The options shown above are not available if any change is a minor one or if the change or cancellation arises out of alterations to the confirmed booking which

you have asked for. And if we make a significant change or cancel your booking within 10 weeks before the date of departure, we will pay you compensation in line with the scale and conditions set out below. However, there is one exception. We cannot offer anything more than the above options if we are forced to make a change or cancellation as a result of unusual or unexpected circumstance beyond our control, which we could not avoid. These circumstances may include, but are not limited to, those listed under 'Events beyond our control' in clause 9 overleaf.

Number of days before you leave when we tell you (or your travel agent) about a significant change to or cancellation of your confirmed holiday

Number of days before you leave when we tell you (or your travel agent) about a significant change to or cancellation of your confirmed holiday	Compensation per person
More than 70 days	0
43 to 70 days	£25
29 to 42 days	£40
15 to 28 days	£80
14 days or less	£100

The table opposite sets out the most we will pay under this clause. We are sorry that we cannot cover any expenses or losses you may suffer as a result of inconvenience suffered. If we offer you accommodation with a higher price than the original accommodation and you accept it, we will take the difference in price from any compensation due.

##### B4 Our legal responsibility to you

We will accept responsibility for your holiday as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Depending on the other conditions of this clause B4, we accept responsibility for making sure that we supply your travel arrangements, which you book with us, as we have described. If, after you leave, any part of your travel arrangements is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your trip. However, we will not pay you more than twice the value of the part affected (but not flights). The level of compensation will take into account all relevant factors, including the invoice price of the tour, any steps it was reasonable for you to take to reduce, as far as possible, the inconvenience or damage suffered and how much the problem could have affected your enjoyment of your holiday.

We will not be legally responsible for any injury, illness, or death or resulting losses you or any member of your party suffers, unless you are able to prove that the injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers under our contract with you. Before we pay you any

continued overleaf...

# Hoseasons

## Boating Holidays in the UK and Europe – Booking Conditions

compensation, you must make any complaint or claim strictly in line with clause B7. You must also transfer your legal rights that you may have against anyone else in connection with your claim. You must co-operate with us and our insurers on this. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the package you booked with us - including for example any extra services or facilities provided to you by a hotel or any other supplier which was not included as part of the original contract between us – we will not be legally responsible to pay you any compensation. However, we will offer you reasonable advice and guidance in all the circumstances as long as you tell us about the incident within 90 days of it happening. We will not be responsible if you do not enjoy the holiday or suffer any other problems because of a reason which you did not make us aware of when the holiday was booked.

In all claims, we will not be legally responsible if the alleged loss or damage results from any of the following:

- a The fault of the person affected or any members of their party.
- b The fault of someone not connected with providing your holiday which we could not have predicted or avoided.
- c An event or circumstances which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care.
- d The fault of anyone who was not carrying out work for us (generally or in particular) at the time.

### Important notice on the limits of our legal responsibility

For international travel by sea and rail, we will limit our legal responsibility as if we were carriers under the appropriate conventions, which include The Athens Convention (for sea travel); The Berne/Cotif Convention (for rail travel) and The Paris Convention (for accommodation arrangements). You can ask for copies of these conventions from our offices. Please contact us. You must agree that the operating carrier or transport company's own 'conditions of carriage' will apply to you on that journey. When arranging transport for you, we rely on the terms and conditions in these international conventions and those 'conditions of carriage'. You must accept that all of the terms and conditions in those 'conditions of carriage' form part of your contract with us, as well as with the transport company.

We will use the promises we give to you about the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint happened, as the basis for checking whether or not the services have been properly provided. If the services which caused the claim or complaint met the local laws and regulations which applied to those services at that time, we will treat the services as having been properly provided. This will be the case even if the services did not meet the laws and regulations of the UK which would have applied

if those services had been provided in the UK.

If we are legally responsible for loss of or damage to any luggage or personal possessions (including money), the most we will have to pay you and your party is £25 per person. We strongly recommend that you and your party take out enough travel insurance for your needs while on holiday. For the purpose of these booking conditions, we will assume you and your party have done this.

### B5 Passports and visa information for package bookings

It is your responsibility to make sure that you and all members of your party have all travel and health documents needed before you leave. You and they are responsible for paying all costs in getting these documents. Unfortunately, we and any boatyard owner or service provider connected with your holiday cannot accept any legal responsibility if you or any members of your party are refused entry onto any transport or into any country due to not having the correct documents. The following information is for guidance only and you must check the relevant websites to check the up-to-date advice before you travel.

The passport, visa and health requirements which apply, at the time of printing, to British citizens for the holidays that we offer are shown in our brochures. We provide up-to-date information through links from our website. A full British passport presently takes about four weeks to get from the time you apply. If you are 16 years old or over and have not yet got a passport, we recommend that you apply for one at least six weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport. You now need to go for an interview to get your first passport. Requirements may change and you must check the up-to-date details in good time before you leave. Information on the European Health Insurance Card (EHIC) is available at [www.dh.gov.uk](http://www.dh.gov.uk) or from your local Department of Health office. You can apply for an EHIC online at [www.dh.gov.uk](http://www.dh.gov.uk) or by phone on 0845 606 2030 or by post from EHIC Applications, PO Box 1115, Newcastle-upon-Tyne, NE99 1SW. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country or countries you will travel to or through. If failure to have or supply any travel or other documents needed results in fines, charges and so on which we or the owner or service provider have to pay, you will be responsible for refunding us. We can ask for any personal details, including passport numbers, if we need to do so.

### B6 If you cancel your booking – This clause applies to ALL overseas bookings Full cancellations

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. You must also immediately confirm your cancellation in writing, sent by recorded delivery, to us at the address shown in the

brochure or on the website. The day we receive your notice by phone is the date on which we cancel your booking. If you cancel, the owner or other service provider will make a cancellation charge, as shown in the overseas cancellation table in Section 7b overleaf.

This means that if you have paid the balance of your total cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total cost, including the premiums for any insurance (if this applies), by the time of your cancellation, you may have to make a further payment as a cancellation charge.

For the purpose of the table in Section 7b, 'total cost' means the total cost of the booking, including any extra items. You will still have to pay any insurance premiums, booking fees, credit-card charges and administration fees for cancelling your booking. For an overseas boat booking, the cancellation administration fee is £41.

If you have already paid insurance premiums, booking fees, credit-card charges and administration fees, we will not refund them if you cancel.

Other service providers may make higher cancellation charges. Please also see clause 12, Insurance.

### B7 Complaints

If you have a problem while you are abroad, you must let the relevant supplier (for example, boatyard, car rental company, ferry operator) know immediately so that the matter can be put right. If the supplier cannot sort out the problem to your satisfaction at the time, you must also contact us immediately by phoning our offices, so that we have the chance to help. If a complaint cannot be sorted out at the time, you must write to us within 30 days of returning to the UK, quoting the original booking reference and giving all relevant information. If you do not take these steps, it will prevent our ability to sort out the problem or investigate it fully and, as a result, your rights under the contract may be affected. Send your letter by recorded delivery to our office at Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW marked for the attention of the Customer Relations Department. We cannot accept legal responsibility for any claims which you do not let us or our suppliers know about strictly in line with this clause.

This was published in October 2011 and the prices and booking conditions it contains replace all those previously published.

Prices and booking conditions may change. Please see our website for the latest details.

The Hoseasons Group Limited

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