

# Booking Conditions – Boating in Britain and Europe

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

Before booking through us, please read these booking conditions carefully and all the other information relevant to your booking, including:

- 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;
- the Important Holiday Information section of the brochure or website or which we otherwise tell you about; and
- any other written information we brought to your attention prior to confirming your booking.

When we refer to these booking conditions we also include all of the above relevant information. 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.

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

With the exception of package holiday bookings, as we act as agents when taking your booking we accept no legal responsibility for any contract you enter into for the boat accommodation or other travel arrangements, or for the acts or failure to act of any boat operator or service provider or other person connected with your booking. For all bookings, your contract will be with the boat operator or service provider as applicable. When making your booking we will arrange for you to enter into a contract with the applicable boat operator or service provider. Your booking with us is subject to these booking conditions and the specific terms and conditions of the supplier you contract with.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

All properties (including boats) on our website and in our brochures are offered by the owners for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing by the owner and us. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977.

**Important information – ferry and Eurotunnel bookings:** If you book arrangements with us which include a boat plus a ferry or Eurotunnel crossing, we will class this as a package holiday booking. In these cases we will accept

responsibility for the arrangements in line with these booking conditions as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992. We only class bookings which include both boat accommodation and a ferry or Eurotunnel crossing as a package. All other bookings, including transport and boat accommodation, booked through us separately at a non-inclusive price, as agents of the various service providers or boat operators are not classed as a package. If we class your booking as a package then please also read section B of these booking conditions. Clauses 8b, 8c, 11 and 20 of section A do not apply to bookings classed as a package.

**Please also note that Clauses 8b and 8c of Section A do not apply to any overseas bookings. Clause B6 in Section B applies to all overseas bookings and to all bookings which include Eurotunnel or ferry crossings.**

## Section A

### 1. Making your booking

All bookings depend on the boat and other arrangements 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 booking conditions. You, as the party leader, 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 other arrangements are available and we have received the relevant payments from you, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. Your binding contract with the boat operator and/or service provider (whichever applies) will apply from the date we issue you (or your Travel Agent) with the written confirmation on their behalf. 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 verbal or written confirmation 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 unless we have issued you with written confirmation. Please do not make other travel arrangements (such as flights) until we have issued you with a written confirmation. 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 phone, we will send your confirmation to you by email unless you tell us at the time of booking that you would prefer it to be provided by post. 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 contact you via phone or email 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. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. If you book through a travel agent, we will send your confirmation and all other documents to your travel agent.

Even if we have sent a written confirmation, we on behalf of the boat operator or service provider, have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect. If we cancel your booking, we will tell you in writing and neither we nor the boat operator or service provider will have any legal responsibility to you.

### 2. Duration of your stay.

All terms are either per week (Saturday to Saturday\*) or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is 4pm. The check-out time (usually 9am) will be shown on your hire invoice. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.

### 3. Payment

When you book, you must pay the standard deposit amount due by debit or credit card, bank transfer or by sending us a cheque. We only accept payment in pounds sterling. If you choose to purchase the personal travel insurance we offer, we will use part of this deposit to pay your premium to the insurers. This means you don't need to pay us an additional amount at the time of booking to cover your insurance. If you wish to take out the personal travel insurance we offer, you must opt in when making your online or telephone booking.

#### Standard deposit\* UK boat bookings

Price (per week or short break per boat)	Standard deposit per boat
Up to £300	£105
£301 - £500	£125
£501 - £750	£150
£751 - £900	£170
Over £900	£180

#### Standard deposit\* Overseas boat bookings

35% of booking value.

\*For some bookings we may require a higher deposit amount. The exact deposit amount will be notified to you at the time of booking.

We must then receive the rest of the money no less than 8 weeks (10 weeks for overseas boat bookings) before the start of your trip. However, if you book less than 8 weeks (10 weeks for overseas boat bookings) before the start of your trip, we must receive full payment of the total cost of the booking (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 your booking will be cancelled immediately and the provisions of clauses 8b of Section A or Clause B6 of Section

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B will apply. You may also have to pay additional charges – see clauses 8b of Section A and Clause 6 of Section B as appropriate. Please see clause 5 of Section A if you booked under a low deposit. If you pay by credit card, we will take a charge of up to 1.99% for each payment made this way to cover our costs, expenses and charges in connection with credit card payments. If your bank or credit card company refuses to pay your payment for any reason, we are entitled to make an administration charge of £31.

Except where otherwise advised or stated in, all monies you pay to us for the arrangements (except for insurance premiums, booking fees and our commission) will be held by us on behalf of the boat operator or service provider and forwarded on to them in accordance with our agreement with them.

## 4. Pricing

We keep the prices charged by the boatyard operator or service provider under constant review and the prices of unsold arrangements may be increased or reduced at any time. We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen arrangements at the time of booking. All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. You may be required to pay any additional taxes that arise after your booking has been confirmed. Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your booking will on behalf of the boat operator or service provider be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change.

We can pass on to you, in full, after we have confirmed your booking, all costs or charges the boat operator/service provider makes to us which are connected with your booking, including any price increases due to changes in the exchange rates of currency.

All boat accommodation prices are for the boat as a whole and are not on a per person basis. We can charge a booking fee for the services we provide in administering your booking. Any booking fee will be stated in our brochure and on our website and will be shown as a separate charge on your confirmation.

See price panel for low and high price range indications. The low season and high season date ranges are: Low season: Jan 6 – May 26 2017, Jun 3 – Jul 21 2017, Sep 2 – Dec 22 2017. High season: May 26 – Jun 3 2017, Jul 21 – Sep 2 2017, Dec 22 2017 – Jan 6 2018.

## 5. 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 extra terms with these booking conditions as both apply to your booking. If you book a boat with either no deposit or one which is lower than usual, you also agree to pay the difference between the amount paid and the usual deposit, plus any booking fee, ferry or Eurotunnel charges, the cost of any other travel arrangements included in your booking and any travel insurance premiums due, either at the time the balance of your booking is due or, if you cancel, at the time you cancel the booking. If you cancel, you must also pay all other cancellation charges which may apply. Please see clause

8b of section A and clause B6 of section B, as appropriate, for details on cancellations. You will still have to pay any travel insurance premiums at the time of booking if this is something you have chosen. We can decide to extend or withdraw any offer at any time, should we wish to do so.

## 6. 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. It is intended to present a general idea of the arrangements. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual boat or other arrangements 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 we nor the operators and service 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.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network coverage. It may not be available 24 hours a day and is provided for pleasure and not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi. Download limits may apply, check when booking.

## 7. ABTA membership

We are a member of ABTA, membership numbers Y0662 (boat accommodation only bookings) and L4801 (package holiday bookings). Please see section B, clause 2 for details of where financial protection applies to package holiday bookings if we become insolvent. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## 8. 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 by post or email. We may agree to accept notice over the telephone, but this should be arranged with us first. Also, we cannot guarantee that the boat operator or service provider will be able to meet your request and we will have to check this with them. Changes can only be accepted in accordance with the boat operator/service provider's terms and conditions. You may be asked to pay us an administration charge of £31 (£42 for overseas bookings) for each change or £42 for each change if we have already sent you travel documents. Plus, where the boat operator/service provider can

meet your change, you will have to pay any costs incurred by them in facilitating this change for you, which will be charged at the current brochure or website price, which may be different from the price in the brochure from which you booked your chosen arrangements. Some boat operators/service providers may treat changes to your dates or boat accommodation as a cancellation of the original booking and so you will have to pay cancellation charges (see clause 8b of section A and clause B6 of section B, as appropriate,).

Up to 8 weeks (10 weeks for overseas boat bookings) before your booking start date you may change your boat to another one within the same hirebase fleet as your original booking. An administration fee will apply.

NB – Most service providers do not allow name, time or other changes after tickets have been issued and this will be treated as a full cancellation by you. In the case of ferry and Eurotunnel bookings, you may need to buy new tickets at a higher price.

## b. Full cancellations (this does not apply to ferry or Eurotunnel inclusive packages - see clause B6 of section B instead)

If you have to, or want to, cancel your booking after it has been confirmed, 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, our confirmation in writing will confirm receipt of your cancellation.

Depending on your reason for cancellation, you may receive a refund (if authorised by the boat operator/service provider) 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 charge a cancellation administration fee of £53.

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 be considered for a refund you must have one of the following reasons for cancellation and must produce any evidence we ask for within 12 months of the date of cancellation:

- 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 refund for 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.

Please note that all of the above reasons must

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have arisen after you made your booking and must not have been within your knowledge at the time of booking. This particularly applies to pre-existing illness.

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.) We will ask you to fill in a 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 the qualifying reasons, 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 table below. 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, 'total cost' means the total cost of the boat accommodation, including any extra items. In addition to the cancellation charges below, you will still have to pay any insurance premiums, ferry or Eurotunnel costs, booking fees, credit-card charges and administration fees for making any changes as these are non-refundable.

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

## Cancellation charges for UK boat bookings

Period before scheduled arrival date within which we receive written notice of the cancellation	Cancellation charges levied on behalf of owners 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 for overseas boat bookings

Period before scheduled arrival date within which we receive written notice of the cancellation	Cancellation charges levied on behalf of owners 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%
28 days or less	100%

\*If you have booked under a low deposit promotional offer, you are responsible for payment of the difference between the amount paid and the full standard deposit (see clause 5 and also inside back cover of brochure for usual deposit table).

If you live outside the UK and have made your booking through a local agent, the term 'total 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 boat operators/service providers may charge higher cancellation charges and these will be passed on to you accordingly.

## c. Part cancellations (this does not apply to ferry or Eurotunnel packages - see clause B6 of section B instead)

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.

## d. Cutting Short Your Stay (UK) only

You can also get a refund as set out above if you show that your stay in the UK is cut short for any of the reasons set out in b above. In this case, we will refund the appropriate percentage of the cost of your stay. This only applies if everyone in your party leaves the boat. If your stay is cut short for medical reasons affecting any person in your party, you will need to produce a certificate from a local doctor, confirming that they need to return home.

## 9. Cancellations or changes by the boat operator or service provider

The boat operator 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 boatyard operator and service provider has the right to do so. 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. However, we will have no further liability to you.

## 10. Events beyond our control (this does not apply to ferry or Eurotunnel packages, see clause B4 of section B)

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 including advice from the foreign office to avoid or leave a country;
- 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 the arrangements.

## 11. Our legal responsibility to you (this does not apply to ferry or Eurotunnel packages, please see clause B4 of section B instead)

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 accommodation or other arrangements as all boats and other arrangements are only controlled by the boat operators or other service providers. Your contract is with the boat operator/service provider and is governed by their terms and conditions, which may contain other limits on their legal responsibility. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. If you have any complaints about any services we provide e.g. our booking service (as opposed to the arrangements 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 within this time frame.

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 will not pay more than the commission we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable connected expenses you cannot recover from elsewhere.

We do not exclude or limit that we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, 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.

## 12. 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.

## 13. Insurance

**This clause does 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. You will find details of The UK Personal Travel Insurance policy we offer in our brochure and on our website.

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 for overseas bookings are shown

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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. We can ask you to provide alternative policy details. We do not check insurance policies to make sure they are suitable and this remains your responsibility. 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 choose to buy the Personal Travel Insurance we offer, the cost will be deferred to your final balance invoice. If you book within 8 weeks (10 weeks for overseas bookings) of departure, you must pay the cost in full at the time of booking. If you cancel your booking, the cost is non refundable. 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. 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 8 above. 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

## 14. 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 make 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 feels that they cannot properly meet that person's particular needs, they can refuse or cancel your booking.

## 15. Your boat accommodation

The boat operator has set the following conditions on your stay:

**Arrival and departure:** 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 refund any money you have paid.

**Security deposits:** Some boat operators may ask you to pay a security deposit when you arrive. If this applies to your chosen boat, this is a direct arrangement between you and the boat operator, which we may or may not administer on behalf of the boat operator. The amount and details of how payment should be made and how and when it will be returned (less any costs for breakages, damage etc. if applicable) will be provided at the time of booking.

**Behaviour:** You and all members of your party agree:

- to keep the boat clean and tidy;
- to leave the boat in a similar condition as you found it;
- to behave in a way at all times while on the boat that does not break any law;
- not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;

- not to use the boat for any illegal or commercial purpose;
- not to sublet the boat or any part thereof to anyone else or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party.

**Maximum occupancy:** You also must not allow more people than the brochure states to be on the boat. You cannot arrange for visitors to the boat without the advance consent of the boat operator. 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. You must not hold events (such as parties, celebrations or meetings) on the boat without the advance consent of the boat operator. If you do any of these things, the boat operator can refuse to hand over the boat to you, or can take it back. If the boat 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 boat 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/accommodation or any compensation to you.) We and the boat operator will have no responsibility to find other accommodation for you.

**Pets:** 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 has 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.

**Safety:** You must keep to the age restrictions set out in clause 1. For your safety you must follow the boat operator's safety instructions, particularly in the terms of wearing buoyancy aids or life jackets. You must use a buoyancy aid or life jacket when offered to you by the boatyard. They are offered free of charge and are particularly important for children and non swimmers, who you must fully supervise at all times. 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 this happens. 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.

## 16. Damage

You are responsible for and agree to reimburse the boat operator and us all costs incurred by the boat operator and/or us as a result of any breakage or damage in or to the boat which is caused by you or any members of your party or

any other persons invited onto the boat by you. The boat operator and/or we can ask for an extra payment from you to cover any such costs.

The boat operator expects the boat to be left in a reasonable state on departure. If in the operator's or caretaker's opinion, additional cleaning is required, you will be liable to the boat operator for the cost of this cleaning.

You may need to check and sign an inventory of the boat and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the boat operator immediately.

## 17. Right of Entry

The boat operator is allowed to board the boat (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the boat. The boat operator or its representative is also allowed to board the boat to inspect it (including but not limited to where you have complained about the boat). If this happens, you will be given reasonable notice first.

You agree to allow the owner or their representative (including workmen) access to the boat as required by this clause.

## 18. Unreasonable behaviour.

The boat operator can refuse to hand over the boat if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if the boat operator has reasonable cause to believe you or any member of your party will cause damage or loss to the boat, its services or facilities. If this happens, the contract between you and the boat operator will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

The boat operator can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited onto the boat or property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited on to the boat by you) has broken or is likely to break any of these booking conditions, the operator's terms and conditions or any other terms and conditions applicable to the boat which you have been told about. If this happens, you will have to leave the boat immediately and no refund will be given. You may also be responsible for any costs the boat operator incurs as a result of your behaviour as set out in clause 16.

## 19. 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.

## 20. 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

# Booking Conditions – Boating in Britain and Europe

them. You must contact the boat operator/ service provider 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 to our office at Sunway House, Raglan Road, Lowestoft, Suffolk, NR32 2LW marked for the attention of the Customer Relations Department. Or you can send an email to [CustomerCare@hoseasons.co.uk](mailto:CustomerCare@hoseasons.co.uk). 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 booking. If we help to sort out a complaint, we are doing so as a gesture of goodwill in our capacity as agent only.

## 21. Governing law and jurisdiction

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

## 22. Communicating with you

To process your booking we will need to collect and process personal information. This may, for operational reasons, be held overseas. Furthermore, where your booking includes arrangements and accommodation located overseas, we will have to send your personal data overseas to enable suppliers to provide your booking. Where this results in personal data being sent to a country outside the EU/ EEA, you accept that rules on data protection may not be as stringent as they are in this country. 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.

For the purposes of the Landlord and Tenant Act 1987, you can send any notices intended for the boat operator to our registered office address Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA and we will forward these on to the boat operator.

## Section B: Ferry and Eurotunnel inclusive bookings only

Where your booking includes a boat plus a ferry or Eurotunnel crossing, 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 based on the known costs and on the basis of an exchange rate of £1 to 1.275 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.

Once we have confirmed the price of your chosen holiday at the time of booking, except where we have to correct any mistakes, we will only increase or reduce the price of your confirmed booking, due to changes in:

- transportation costs, including the cost of fuel; or
- taxes or fees due for services such as landing taxes or embarkation or disembarkation fees at ports; or
- the exchange rates which have been used to work out the cost of your holiday.

We will pass on an increase or reduction by either charging you more or giving you a refund, as applicable.

Even in the circumstances shown above, we will absorb and you will not be charged any increase in our costs equivalent to 2% of the total cost of your holiday (not including insurance premiums and any amendment charges). You will be charged for the amount over and above that, plus an administration charge of £1 per person, together with an amount to cover our commission. If this means that you have an increase of more than 10% of the cost of your holiday (not including insurance premiums and any amendment charges) and you do not wish to pay this increase, you will be entitled to cancel your booking and receive a full refund of all the money you have paid us (except for any amendment charges or insurance premiums). Or, you can buy another holiday from us if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price).

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.

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.

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 that you pay for the package holidays booked with us and to get you home if we become insolvent. This security is provided by a bond held by ABTA. Please see clause 7 of Section A 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 booking in advance of the start date, 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/ resort. 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.

- a) You can accept the changed booking arrangements we offer you; or
- b) You can transfer to another booking if we are able to offer alternative arrangements (the price may be different from your original booking and we will refund any price difference if the alternative is of a lower value); or
- c) You can cancel your booking (together with a refund of any amounts you have paid).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative 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 or your failure to pay the balance of your booking cost by the due date notified to you. And if we make a significant change or cancel your booking within 8 weeks (10 weeks for overseas boat bookings) 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 10 of section A.

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	Nil
43 to 70 days	£25
29 to 42 days	£40
15 to 28 days	£80
14 days or less	£100

The table above 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.

# Booking Conditions – Boating in Britain and Europe

## **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 for your trip, any part of your travel arrangements is not provided as promised, due to the negligence of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your trip. However, (except where you have suffered personal injury or death), we will not pay you more than twice the value of the booking (or the appropriate thereof if not all the booking is affected), (but not flights). The level of compensation will take into account all relevant factors, including the invoice price of the holiday, any steps it was reasonable for you to take to reduce, as far as possible, the inconvenience or damage suffered (such as following the complaints procedure) and how much the problem affected your overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us. Before we pay you any 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. When making any payment to you, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the arrangements 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, injury 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) and any applicable EU Regulations, such as 261/2004 (for travel by air) and 1117/2010 (maritime passenger rights). We are not a carrier for the purposes of EU 1117/2010 – any queries or claims for that regulation should be directed to your carrier.

You can ask for copies of these conventions or regulations 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. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

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**

A passport is required for the overseas destinations that we feature. The passport, visa and health requirements which apply, at the time of printing, to British citizens are shown in our brochures and on our website and we provide a link to up-to-date information from our website. You can find everything you need to know about your travel requirements at [www.gov.uk](http://www.gov.uk) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

It is your responsibility to make sure that you and all members of your party have all the travel and health documents you need before you leave. You are responsible for paying all costs in getting these documents. You must make sure that you apply for a passport/visa in good time before your trip. 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. If you cannot travel because of such failure, neither we, the owner or service provider will be legally responsible to you.

We can ask for any personal details, including passport numbers, if we need to do so. Exit checks at UK borders for ferry/Eurotunnel travellers – all transport operators need to see the passports of all those travelling when you leave the country. You should allow enough time for this process when planning your journey. Some transport operators may require you to provide advanced passenger information (API) to them before you arrive at port. If this applies to your booking, we will write this on your confirmation documents. You are responsible for providing this information for all passengers and we will not accept any legal responsibility if you fail to do so. 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.

## **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 clause 8b of section A 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 clause 8b of Section A, '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.

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 13 of section A, Insurance.

Transfer of booking: 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.

## **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 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.

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