

Conditions of Hire

Fair trading terms

Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways. You'll see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other.

1. Terms. All terms are per week or short break as equipped and described. Friday dates are shown. For boats starting Saturday, Sunday and Monday, the previous Friday charges apply.

Prices include VAT (where applicable) at the rate applicable at the time of printing and are subject to change if the rate or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your holiday will 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. Our hire invoice and booking acceptance is not a VAT invoice. In the event of a change in the rate of I.P.T. during the course of the year, you will be invoiced at the rate applying on the date you purchased the insurance.

Where the price of a boat is inclusive of fuel, then should the rate of duty of that fuel change or be amended substantially, we may in those circumstances have to make an additional charge.

We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

We also reserve the right to correct errors in confirmed prices. In this case, we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within 14 days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within 8 weeks of the start of your holiday or more than 7 days after you make your booking.

The time of take-over (subject to unavoidable delays) is normally 1.00pm.

You must advise Silsden Boats (Holidays) Ltd using the telephone number on your hire invoice if, due to unavoidable delays in your journey, your arrival time is likely to be outside normal working hours.

Unless otherwise shown on your hire invoice your boat must be returned and handed back not later than 9.00am to Silsden Boats (Holidays) Ltd. You are always welcome to moor at Silsden Boats (Holidays) Ltd on the evening before you hand back your boat. You are obliged to leave everything in a clean and tidy condition.

If you fail to return your boat on time and/or in a clean and tidy condition you are liable to an extra charge at the discretion of Silsden Boats (Holidays) Ltd.

2. Booking Confirmation. A binding contract between us will come into existence when we issue a hire invoice and booking acceptance. The contract shall be deemed to have been made at Silsden Boats (Holidays) Ltd and be subject to English Law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. In all cases these Conditions of Hire form the basis of your contract.

3. Number in Your Party. No boat may normally carry more persons than advertised in our brochure.

Accommodation is provided only for the number stated. Any change of crew during a holiday must be authorised by the boat operator.

4. Booking Monies. When you book, you must pay the applicable Initial Payment shown in this brochure. This Initial Payment includes your cancellation protection and forms your Booking Deposit as part payment towards the cost of your holiday.

Your balance-of-hire money (together with your Fuel Deposit and Security Deposit or Damage Waiver) is due and payable by you 8-weeks before the start of your holiday.

For bookings made within 8-weeks of the holiday start-date you pay the full monies at the time of booking.

We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in a foreign currency, by any method not normally accepted by us or if we have to represent a cheque or process late payments.

5. Changes by You. Once a booking has been confirmed by us, should you subsequently require us to amend your booking or to re-invoice you for any reason (including for example accidental loss of your original invoice) a fee of £20 will be charged.

Up to 8 weeks before the holiday start date you may change your boat to another one within Silsden Boats (Holidays) Ltd fleet, subject to availability and payment of the above fee and any then difference in the price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you notify us and pay the administration fee of £20 and any then outstanding balance.

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

6. Cancellation by You. Telephone us immediately if you have to cancel your holiday. Then on the same day send us by first class mail your hire invoice or take this action through your travel agent. Please tell us if you have already paid your balance-of-hire. Your cancellation is effective from the date we receive your written notification.

Your cancellation will be acknowledged by us in writing.

If you cancel, you are still liable for the payment of your balance-of-hire money. We will endeavour to relet your holiday. If we are able to do so before you pay your balance-of-hire money, you will only lose your booking deposit and cancellation premium. If we are able to relet after you have paid your balance-of-hire money, we will refund the whole or part of that money (so that you only lose your booking deposit and cancellation premium) up to a maximum of the hire charges we receive on reletting.

All or part of your liabilities as stated above may be covered by your Cancellation Protection.

For early bookings we GUARANTEE you an unconditional refund of the money you have paid if, before 20 January 2008, you have to cancel any holiday booked to be taken from 12 March 2008 onwards.

7. Minors. Bookings from persons under the age of 18 cannot be accepted.

8. Boat Trial. A free demonstration run is given to you at the time of take-over, if requested.

Whenever possible the person responsible for the booking must be present.

9. Damage, Breakdown & Defects. No responsibility will be accepted by Silsden Boats (Holidays) Ltd for loss of time or expenses occasioned through accidental damage to the boat while in your charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless this is caused by proven reason of Silsden Boats (Holidays) Ltd failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of Silsden Boats (Holidays) Ltd or its employees.

Any defect or breakdown must be reported immediately to Silsden Boats (Holidays) Ltd during your cruise so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as every boat is carefully checked before the start of each cruise.)

10. Accidents. Your boat is insured but you have charge of the boat and are responsible for its safe navigation. In the unlikely event of structural or mechanical damage, however caused, no responsibility can be accepted by Silsden Boats (Holidays) Ltd for loss of time or the cost of any alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat, to other craft, to water property, or to any person, it is your responsibility to:

(a) Find out the name of the other boat involved together with the name of the owners and hire.

(b) To report these facts, together with the extent of the damage to Silsden Boats (Holidays) Ltd as soon as possible. No repairs may be put in hand without Silsden Boats (Holidays) Ltd consent.

11. The price of your holiday includes fuel and no additional charge or deduction for fuel will be made. You are responsible for any charges made by waterway authorities if you cause loss of water or damage to their property. You must pay any such charges in full. They are not covered by your Damage Waiver Payment and are payable in addition to any other deductions from your deposit (regardless of how they were caused) even if the amount of your deposit is exceeded as a result.

Additional Deposits: A £250 returnable deposit is charged for parties under 25 and single sex parties, payable on arrival.

This deposit will be returned to you when you have finished your holiday, providing you return the boat and its equipment on time, undamaged, clean and tidy and without third party claim against you.

If additional cleaning of your boat is required on its return, you will be liable for the extra costs, payable on demand.

12. Linen/Towels. Towels are not supplied with the boat linen except for overseas visitors.

13. Layout Plans of boats in this Brochure are for general guidance. They are not to scale and alteration to accommodation during building or refitting may occur. Some boats within classes have minor variations. Some boats have steps which may not be shown on the plan. **If you have infirm or disabled members in your party you should enquire as to the suitability of your boat when booking.**

14. Production Boats. Photos of standard production boats are sometimes used for a class group of boats. As production boats are not always finished in identical colour schemes, this means your boat exterior may be different in colour from the photograph.

15. Obeying the Waterway Rules. You must observe the Navigation Authorities byelaws, including in particular, the rule that you must not navigate after sunset, or before dawn (before 8am on River Thames) and your speed must not be such as would or may inconvenience or endanger other users of the waterway.

On no account may you tow or be towed by other craft, unless you have professional assistance as towing can be a hazardous operation if incorrectly undertaken. Under no circumstances may your boat be taken out to sea or downstream of Teddington Lock on the River Thames. Boats may not be entered in races or used for business purposes.

No minor may control your boat without the supervision of an experienced adult.

No portable heaters, cookers or barbecues of any type, bicycles, lighting equipment, TV sets or electrical/gas appliances (other than an electric razor) may be taken or used aboard your boat without the express prior permission of Silsden Boats (Holidays) Ltd.

16. Availability. Your booking is accepted on the basis that your confirmed boat will be available for your use in accordance with these Conditions of Hire on your agreed start date. Unfortunately, this is occasionally not possible. If your confirmed boat is not available as agreed, this will almost always be due to events beyond Silsden Boats (Holidays) Ltd's control (see Condition 17). If your booking has to be cancelled (which the Silsden Boats (Holidays) Ltd has the right to do) Silsden Boats (Holidays) Ltd will offer you the choice of an alternative boat, if available, for the same holiday period (at no extra cost), or a credit note for the full value of your original booking. Providing the cancellation is not due to events beyond Silsden Boats (Holidays) Ltd's control, we will also offer you a full refund of all monies you have paid to us for your booking if none of these options is acceptable to you.

Silsden Boats (Holidays) Ltd have the right to refuse to hand over a boat to any person who, in the reasonable opinion of Silsden Boats (Holidays) Ltd is not suitable to take charge. In such cases, all hire charges paid will be refunded in full but Silsden Boats (Holidays) Ltd have no further liability. In addition, Silsden Boats (Holidays) Ltd have the right to repossess a boat at any time if in the reasonable opinion of Silsden Boats (Holidays) Ltd, you or any member of your party is unsuitable to remain in charge because of their age, ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason, or because of irresponsible behaviour which is causing or is likely to cause danger to you or any other person(s) or damage to any property. In this situation, Silsden Boats (Holidays) Ltd will have no further responsibility or liability and no refunds will be made or expenses met.

17. Events beyond Silsden Boats (Holidays) Ltd control. Unfortunately, events beyond Silsden Boats (Holidays) Ltd's control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which Silsden Boats (Holidays) Ltd could not, even with all due care, foresee or avoid. Such events include the following:

- Destruction or damage of your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) due to fire, flood, explosion, storm or other weather damage, accident, break-in, criminal damage or any similar cause.

- Mechanical breakdown or other mechanical or technical problems affecting your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday).
- Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or facility such as a lock or bridge or navigational equipment which prevents or affects your taking your confirmed holiday.
- Adverse weather conditions and tides (which may restrict navigation and passage through bridges/locks).
- Shortage or non-availability of fuel for the boat.
- Late return by previous hirers.
- Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

We regret that Silsden Boats (Holidays) Ltd cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract with Silsden Boats (Holidays) Ltd is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond Silsden Boats (Holidays) Ltd's control. This includes any delays to and/or restrictions on cruising to which you may be subject (Silsden Boats (Holidays) Ltd or waterways authority is entitled to impose restrictions in the situations mentioned above). However, if your booking has to be cancelled as a result, we, Silsden Boats (Holidays) Ltd, will of course offer you the choice of an alternative boat (if available), transfer to a different boating area (if available) or a credit note, as more fully described in Condition 16.

18. Your Pet. You are normally allowed to bring your cat or dog with you. (Maximum of 2).

You must tell us that you are bringing your pet when you make your booking. **You must bring your pet-blanket or pet-basket** as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on chairs. Your pet must not be left unattended in your boat or elsewhere. If subsequent to making your booking you decide you wish to take a pet with you (or you want to bring more than one pet), then you must contact Silsden Boats (Holidays) Ltd and get permission for this. If extra cleaning of your boat is required after your holiday because of your pet, a charge may be made.

In the interest of visitor's safety, and following government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dogs are muzzled as required by government legislation.

19. Any Shortcomings. You must notify any shortcomings with your boat to Silsden Boats (Holidays) Ltd immediately so that remedial action, if appropriate, can be taken.

If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday.

For all complaints and claims which do not involve personal injury, illness or death, we regret that we cannot accept any liability if you fail to notify Silsden Boats (Holidays) Ltd or his/her representative of any complaint or claim during your holiday and write to us with full details within 28 days of the end of your holiday.

20. Your Vehicles. Your vehicle and its accessories and contents are left entirely at your risk. Silsden Boats (Holidays) Ltd will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than the negligence of Silsden Boats (Holidays) Ltd or its employees or agents.

21. Liability. Except where otherwise specified in these Conditions of Hire, Silsden Boats (Holidays) Ltd cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than, in the case of the Owner(s) and/or Silsden Boats (Holidays) Ltd the proven negligence of him/herself or his/her employees or agents.

This clause does not attempt to exclude negligence or breach of statutory duty.

22. Damage Waiver. An element to cover damage waiver is also included in your hire fee, which protects you against accidental damage to the boat or its equipment.

Exclusions:

1. Speeding, reported or witnessed
2. Steering or operating the boat whilst under the influence of alcohol or drugs.
3. Malicious, negligent or intentional damage to the boat, its equipment, the waterway, other boats or structure
4. Damage to the rudder, skeg, etc. due to cill damage in locks
5. Return of the boat late, or in an unclean condition

Any damage caused by these exclusions will be charged for.

23. Data Protection Policy. In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we and your travel agent need to use the information you provide such as name, address, any special needs, etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information onto the relevant suppliers of your holiday arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

We will not however, pass any information onto any person not responsible for part of your holiday arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. **(If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)**

Your data controller is Hosescaans Holidays Ltd.

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

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, write to us.

We may also provide your details to selected third parties for similar purposes. If you do not wish to receive such approaches in the future, please write to us.

24. Assistance dogs. Registered assistance dogs will be accepted free of charge on all boats in this brochure, subject to availability of suitable accommodation.