

## **ONLINE BOOKING TERMS AND CONDITIONS**

**Please read these conditions carefully as they are part of Your agreement with Us.**

### **1. Definitions**

In these conditions:

"We", "Us", and "Our" refer to Canal & River Trust, including Our employees and agents to whom these conditions apply,

"You" means the person or persons named in the booking confirmation,

"Boat" means the Boat or vessel booked by You

"Passengers" mean the persons who are to travel on the Boat at the same time as the passage is booked,

"Booking Date" means the date booked for travel or hire of Our Facilities,

"Our Facilities" includes dry docks and other such facilities

"Canal & River Trust" means the office at **First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (Telephone 030 30 40 40)**

"Local Waterway" means the local waterway office that manages the passage or facility on behalf of the Canal & River Trust.

"Guidance Notes or Skipper's Notes" means the notes available from the Website which contain guidance and information including that You will need to be aware of for Your booking and which may be varied by Us from time to time.

All Boats Must have a current Boat Safety Certificate or Certificate of Conformity, current insurance with appropriate cover as specified during the booking process and a valid Canal River Trust licence on the Booking Date.

### **2. Passage Agreement**

This booking is an agreement for passage through a specified Lock or Hire of Our Facilities at the location, on the date, and at the time detailed as appropriate within Your confirmation. By making a booking with Us You accept that these conditions apply both to You and to any other Passengers on whose behalf the booking is also made and You confirm that You have the necessary authority of such persons to give that acceptance on their behalf.

### **3. Booking requirements**

Travelling through a Lock is free except where the Boat does not have a long term licence and any charges will be identified within the Booking process.

There is a charge for the Hire of Our Facilities and these fees must be paid as part of the booking process.

**Block bookings will not be accepted.**

### **4. Safety and other requirements**

We reserve the right to refuse passage or Hire of Our Facilities to any Boat not complying with the restrictions and safety requirements set out in (a) these conditions, (b) the booking confirmation (c) the Skipper's or Guidance Notes or (d) notified to You in advance of the passage.

Operation of the Locks and Facilities can be affected by the Weather. We reserve the right to suspend passage or Hire for safety reasons at any time. We reserve the right to refuse passage or Hire to any Boat that does not have a confirmed booking or that, in Our opinion, is unsuitable for passage or Hire.

You must arrive by the time specified in Your booking for any preliminary checks and preparations that may be required. **For Lock passage, if You arrive late the Boat may not be allowed passage at the booked time. We will try and arrange passage for You at another time but this may be on another day, and subject to availability. We shall not be obliged to arrange an additional passage for You in these circumstances. If the alternative passage is not acceptable to You no refund of any passage charge shall be made.**

You agree to allow Us to inspect the Boat (both internally and externally) prior to passage or entry to Our Facilities. If an inspection is refused, the Boat will be deemed to be unsuitable. Your Canal & River Trust Boat licence must be displayed at all times.

You must follow Our instructions for preparation of the Boat.

Skippers of Boats should read the Skippers Notes and / or Guidance Notes carefully before passage or entry to Our Facilities. **Skippers are responsible for ensuring the safety of their Passengers, pets and Boat at all times.**

You agree to Canal and River Trust contacting emergency or rescue services if they feel the Boat or crew is in danger and all fees to be invoiced directly to You.

All Passengers must respect the health, safety and comfort of other Users and of Our staff and Must comply with Our safety instructions and any reasonable request made by Us. You agree to comply with the terms and conditions of Your Canal & River Trust Boat licence at all times.

### **Passages**

Passage may not be suitable for Young children but children of all ages are accepted provided that they are closely supervised at all times by a responsible adult. All pets / animals must be securely held within the cabin of the Boat at all times during all passages.

Equipment or material carried on any deck of a Boat Must be properly secured or removed prior to entry into the Lock.

**The skipper of any Boat entering the Lock must declare the number of Passengers on the Boat to the lockkeeper**

The towing of another Boat or breasting up is not permitted. Your Boat Must be capable of travelling on its own.

Mooring within the Locks is not permitted. If it is necessary to stop in an emergency, You Must immediately contact Us on 030 30 40 40 40 or 0800 479 9947

### **Hire of Our Facilities**

Once Your Booking is received, the local waterway will Use the information You provide to assess whether it is appropriate for Us to grant You permission to carry out the requested work.

After reviewing the information We may require further details from You. We may also suggest certain controls that must be put in place to minimise risks which have been identified. If We grant You permission, You Must comply with all Our reasonable requests and instructions. If You do not You will not be allowed to start / continue work in the dry dock.

Once You begin You will be responsible for Your works - You will not be advised how to carry them out.

**It is Your responsibility to ensure that the works are carried out safely and do not adversely affect the safety of others.**

It is also Your responsibility to ensure sufficient insurance cover is in place to cover loss or damage to the craft and any claims for injury or damage to third parties or their property caused by the works. We will ask for evidence of appropriate insurance before You are permitted to commence any work within the dry dock.

### **5. Cancellation and changes**

If You wish to change the scheduled date for Your booking, You Must do this at least 5 days before Your Booking Date.

If We are not able to accommodate Your requested new date of passage, Your booking should be cancelled.

If You do not cancel Your booking with Us and do not turn up for Your scheduled passage, a charge will be invoiced to Your customer account for the amount of **£30.00**.

### **6. Cancellation by Us**

We reserve the right to cancel or delay any booking at any time on grounds of safety. In the event of such delays or cancellations We will notify You as soon as possible and offer an alternative on the earliest available date and / or time.

### **7. Limitation of liability**

We shall not be liable for any damage caused to the Boat or its contents during passage through the Lock or when the craft is travelling to, from or within Our Facilities.

**We shall not be liable for any losses or costs incurred as a result of any delay or cancellation by Us.**

In any event, We shall not be liable under this agreement for any loss or damage caused by Us in circumstances where (i) there is no breach of a legal duty of care owed to You, or any passenger, by Us (ii) such loss or damage is not a reasonably foreseeable consequence of such a breach (iii) any increase in loss or damage results from breach by You, or any other passenger, of any term of this agreement.

### **8. Miscellaneous**

Any waiver by Us of any breach of these conditions by You or any other passenger shall not be a waiver of any continuing breach or any other breach of these conditions.

If any term or provision in these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

We shall not be liable for any default due to any act of God, war, strike, industrial action, fire, flood, drought, tempest or other event beyond Our reasonable control.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to an agreement with You to Use the Link passage.

The validity, construction and performance of these terms and conditions shall be governed by English Law.