

LIVERPOOL CANAL LINK 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 for a passage through the Liverpool Canal Link,

"Booking Form" means the form to be completed in order to book a passage through the Liverpool Canal Link, which is available from the North West Regional Office.

"Passengers" means the persons who are to travel through the Liverpool Canal Link at the same time as the passage of the Boat,

"Passage" means the passage, either way, between Leeds and Liverpool Canal, Bridge 9 and Salthouse Dock.

"Passage date" means the date booked for travel through the Liverpool Canal Link.

"Liverpool Canal Link" means the journey, either way, between Stanley Dock to Mann Island Lock.

"Liverpool South Docks" means Canning Dock, Canning Half Tide Dock, Albert Dock, Salthouse Dock, Wapping Basin, Dukes Dock, Wapping Dock, Queens Dock, Queens Branch Dock, Coburg Dock, and Brunswick Dock.

"North West Regional Office" means the office at Trencherfield Mill, First Floor, Heritage Way, Wigan WN3 4BN (Telephone 03030 404040).

"Skippers Guide" means the notes available from the North West Regional Office which contains guidance on navigating the Liverpool Canal Link and which may be varied by Us from time to time.

2. Passage Agreement

This booking is an agreement for passage inward or outward from Bridge 9 on the Leeds and Liverpool Canal to Stanley Lock Flight and through the Liverpool Canal Link to Liverpool South Docks on the date and at the time confirmed by Us in writing. 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

All passages must be booked in advance. Block bookings will not be accepted.

Bookings may only be made with Us at the North West Regional Office. Bookings must be made using the Booking Form. The Booking Form must be completed in full and returned to the North West Regional Office at least 5 working days in advance of the intended passage date. Incomplete Booking Forms will not be accepted.

Bookings will only be accepted if You are in possession of a current Canal & River Trust boat Licence, Boat safety scheme certificate and insurance certificate for Your Boat at the time of Your application to Us for the passage and when you go through the Liverpool Canal Link.

4. Safety and other passage requirements

We reserve the right to refuse passage to any Boat not complying with the restrictions and safety requirements set out in (a) these conditions, (b) the booking confirmation, (c) the Skippers Guide or (d) notified to You in advance of the passage.

We reserve the right to suspend or cancel passage through the Liverpool Canal Link for safety or any other reasons at any time. We reserve the right to refuse passage to any Boat that does not have a confirmed booking or that, in our opinion, is unsuitable for Liverpool Canal Link passage.

You must arrive by the time specified in Your booking. **If You arrive late the Boat will not be allowed passage at the booked time but We will endeavour to arrange passage for You at another time. This may be on another day.**

You agree to allow Us to inspect the Boat (both internally and externally) prior to passage. If an inspection is refused, the Boat will be deemed to be unsuitable for passage. Your Canal & River Trust boat licence must be displayed at all times. You must follow Our instructions for preparation of the Boat for passage. Skippers of Boats navigating the Liverpool Canal Link should read the Skippers Guide carefully before passage. Skippers are responsible for ensuring the safety of their passengers, pets and Boat at all times. The skippers guide will form part of these terms and conditions.

Passages of 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 during passage through the Liverpool

Canal Link. Equipment or material carried on any deck of a Boat must be properly secured or removed prior to entry into the Liverpool Canal Link.

The skipper of any Boat entering or leaving the Liverpool Canal Link must declare the number of passengers on the Boat to Our lock operator.

All passengers must respect the health, safety and comfort of users of the Liverpool Canal Link 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 whilst you go through the Liverpool Canal Link passage.

No refuse garbage waste sewage effluent oil or other noxious material of whatsoever nature shall be deposited from any Vessel in the Liverpool Canal Link.

The towing of another boat or breasting up is not permitted save in the event of an emergency.

5. Cancellation and charges

If you wish to change the scheduled date for your passage, You must contact Us at least 72 hours before Your booked Liverpool Canal Link passage at the North West Regional Office. We will confirm whether there is a space available through the Liverpool Canal Link on the new date that you have requested. Any change of date of your passage that is agreed by us will be confirmed in writing.

We may not be able to agree to your requested new date of passage, in which case your booking will be cancelled.

If you wish to cancel the booking you must notify Us at the North West Regional Office immediately by telephone and confirm the request for cancellation in writing. Our acknowledgement of your cancellation in writing shall be confirmation that the booking is 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 Canal & River Trust' customer account for the amount of £10.00.

6. Cancellation by Us

We reserve the right to cancel or delay a booked passage at any time on grounds of safety or any other reason. In the event of such delays or cancellations we will notify you as soon as possible and offer an alternative passage.

7. Limitation of liability

We shall not be liable for any damage caused to the Boat or its contents during passage through the Liverpool Canal Link.

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

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.

A boat is suitable for passage if it is not an unsafe vessel within the meaning of s.7 British Waterways Act 1983. 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 Liverpool Canal Link passage.

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