

RIBBLE 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 Link,

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

"Passage date" means the date booked for travel through the Link,

"North West Regional Office" means the office at **Trencherfield Mill, Heritage Way, Wigan, WN3 4BN (Telephone 030 30 40 40 40)**

"Link" means the Millenium Ribble Link between the Lancaster Canal and Lock 8 (Tarleton Lock) on the Rufford Branch of the Leeds & Liverpool Canal,

"Link passage" includes passage (in either direction) between the Lancaster Canal and Lock 8 (Tarleton Lock) on the Rufford Branch of the Leeds & Liverpool Canal,

"Skipper's Notes" means the notes available from the website which contain guidance on navigating the Link and on minimum recommended safety equipment and which may be varied by us from time to time.

All boats booking and travelling the "link" must have a current Boat Safety Certificate or Certificate of Conformity, current insurance with appropriate cover for tidal waters and Canal River Trust licence.

2. Passage Agreement

This booking is an agreement for passage through the Link on the date and at the time confirmed. 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 the link is free except where the boat does not have a long term licence, for those with less than a 3 month licence there will be a charge of £60.

All passages must be booked a minimum of 5 days in advance.

Block bookings will not be accepted.

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 Skipper's Notes or (d) notified to you in advance of the passage.

The Ribble Link is part of a tidal waterway and the navigable channel is subject to silting up through seasons. In the unlikely event of excess siltation, passage may not be guaranteed.

Operation of the Link is dictated by both tide and weather. We reserve the right to suspend passage through the Link for safety 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 Link passage.

You must arrive by the time specified in your booking (**4 - 4.5 hours before for down passage and 2 hours before for an up passage**) for all preliminary checks and preparations to be made. **If you arrive late the boat will not be allowed passage at the booked time but we will arrange passage for you at another time. This may be on another day. 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. 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.

The Link passage involves navigation of tidal rivers and the water is deep in places. Skippers of Boats navigating the Link should read the Skippers Notes carefully before passage. 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.

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

The skipper of any Boat entering the Link must declare the number of passengers on the Boat to the lockkeeper

All passengers must respect the health, safety and comfort of users of the 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 Link passage.

Toilets must not be discharged into the Link or into any tidal waters.

The towing of another boat or breasting up is not permitted. Your Boat must be capable of travelling through the Link on its own.

Mooring within the Link 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

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 booked Link passage.

We may not be able to accommodate your requested new date of passage, in which case your booking will 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 £10.00.

6. Cancellation by Us

We reserve the right to cancel or delay a booked passage 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 passage on the earliest operational tide.

7. Limitation of liability

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

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

At low tides there is an increased likelihood of you being asked to moor your boat at Preston Docks. Please note that you may be required to pay an extra small charge to cover this additional mooring by the proprietors of Preston Docks.

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.