

Terms & Conditions 2018 - Cruiser

Minimum Passengers

For safety reasons each cruiser must have a minimum of two adult passengers on board.

Fuel Deposit

A £125 fuel deposit is required in advance on all weekly hire cruisers up to 6 berths and £150 on cruisers of 7+ berths and above. At the end of your holiday, the balance of any fuel remaining will be repaid to you.

Damage Waiver/Security Deposit for Hire Cruisers

Although boats are insured by Herbert Woods, you (the Lead Hirer) are primarily responsible for any damage or loss to the boat and its equipment or for any damage to third party property. You will be held responsible for all damage caused by your own actions and those of other members of your party.

The payment of a mandatory, non refundable waiver (£45 up to 6 berth and £55 for 7 berth and above) will safeguard the Lead Hirer from any liability in the event of accidental damage to the boat, its fittings or loss of its equipment. It does not cover damage or losses caused by wilful damage or negligence on the part of the Lead Hirer and their party. The return of the boat late or in an unclean condition will incur an extra payment.

In addition to the Damage Waiver, a Security Deposit of £50.00 per berth (e.g. 4+2 berth = £300), payable by credit/debit card is required from the Lead Hirer for all single sex and non-family groups, this must be paid 56 days before arrival. HW also reserves the right to charge an additional Security Deposit for any non-family group, stag or hen bookings on arrival, this must be paid by credit/debit card before you commence your holiday. If you return the boat on time, in a clean condition and without damage, loss of equipment or third party claim against you, the deposit will be repaid within 7 days. Where loss or damage has occurred, all or part of your security deposit may be withheld by Herbert Woods to cover the cost of loss of use of the boat, repairs, extra cleaning etc. Notwithstanding the above if you or any member of your party either fail to comply with booking conditions or cause negligent, wilful or criminal damage you will be fully liable for any loss incurred.

Boat Arrival Times

Weekly holidays:

Arrival time 4.00pm and vacated by 9.00am.

Short break:

Arrival time 2.30pm and vacated by 9.00am.

Elite Cruisers:

Arrival time 2.30pm and vacated by 9.00am.

Please advise the yard if you intend to arrive later than the stated arrival time.

Optional Extras

Payable on Arrival	Per Week	Short Break
Rowing Dinghy (available Easter to 31st Oct)	£45	£35
Sailing Dinghy (available Easter to 31st Oct)	£55	£40
Pets (each)	£35	£35

Parking

Outside parking for one vehicle, for cruisers up to 6 berth, 2 vehicles over 6 berth, is included in the cost of your holiday. Parking for any additional vehicles will be charged as follows:

	Per Week	Short Break
Additional Car Parking - Outside	£15	£10
Additional Car Parking - Undercover (advance booking advised)	£20	£15

Payment of Balance

Please note that the balance of hire terms and any extra charges and deposits should be paid 56 days in advance of your holiday start date unless otherwise stated on the booking confirmation.

Receipts are issued to all customers. Cancellation Protection is included in the brochure price. Cover is obligatory and is automatically provided against loss of your deposit and liability to pay the balance of hire charges if you have to cancel or curtail your holiday for certain unavoidable reasons. This is included in the holiday price and is paid within your initial deposit. (Please refer to paragraph 8 on the terms and conditions)

Please Note: Due to changes in financial regulations we are no longer able to offer personal insurance cover (we recommend you arrange private cover).

Qualifying Reasons for Cancellation

Death, illness, bodily injury, pregnancy or childbirth providing pregnancy commences after the insurance is affected. Jury service, witness call. Redundancy of the Lead Hirer or their partner. Cancellation of arranged leave in respect of a member of HM Forces or police or unexpected occupational posting within six weeks of the commencement date of the holiday or fire, storm, flood, subsidence or malicious damage rendering the home uninhabitable.

Police requiring presence following a burglary or other incident at home or place of business.

Death, serious injury or serious illness of any member of your immediate family, fiancé(e), close business associate, partner or co-director.

Winter Holidays

Boats are unavailable during December and January. For more information please telephone 01692 670711.

Complaints

In the event that you find a problem with your boat or the service we provide we ask that you bring this to our attention as soon as possible during your holiday to give us the opportunity to rectify the problem (see clause 15).

Our 2018 Holiday Boats brochure is prepared many months in advance of the holiday season to which it relates, so changes may be made to the information contained in it. If any significant changes occur before you have booked, we will endeavour to tell you at the time of booking or pass on the necessary information to you. The prices contained in the brochure are correct at the time of going to print.

1. Your Contract

Your contract is with Herbert Woods LLP (referred to throughout these terms & conditions as "HW"). Any contract to hire a boat listed in this brochure and current supplements incorporates conditions below and is between HW and you as the Lead Hirer. The contract does not take effect until HW dispatch written confirmation of your booking to you. The contract is made in England and is governed in all aspects by English Law.

2. Booking

All Correspondence will be sent to the address on the booking form. HW may refuse to accept a booking at its discretion and will not accept any booking from a person less than 18 years old.

3. Payments

On booking you will be required to pay a booking deposit in part payment for the cost of your boat. It will be refunded if your booking is not confirmed by HW. The balance of the holiday price must be received by HW no later than 56 days before the holiday start date. If booking within 56 days, full payment must be made when booking. If booking within 14 days of the start date, full payment must be made by debit or credit card. It is not normal practice to send reminders and if final payment is not received as required, HW may cancel the booking and apply charges (see paragraph 8). Travel documents will not be released until full payment has been received by HW. Post dated cheques are unacceptable and HW may recover the cost of any bank charges or other costs incurred in handling dishonoured cheques, direct bank payments and foreign currencies.

4. Price Guarantee

HW guarantees that there will be no surcharges within 56 days of your departure but reserves the right to alter the price of any of its holidays before you make your booking.

5. Hire Terms

All hire terms are inclusive of VAT and quoted in £ sterling per boat per week/short break equipped as described unless otherwise stated. As soon as the booking is confirmed by HW, the hire terms are guaranteed unless there is a change in the rate of VAT.

6. Insurance

Protection against cancellation or curtailment of your holiday is mandatory – this is included in the holiday price and qualifying reasons for cancellation can be found on the front page of the pricing booklet. We also strongly recommend that you have adequate personal insurance cover for your holiday needs.

7. Alterations by You

If you wish to change your booking after HW has issued your confirmation, HW will do its best to help but has no obligation to make any change other than to allow you or any member of your party to transfer the booking to another party or parties, provided that written notice is received from the Lead Hirer. Transfer from one boat to another within this brochure will normally be possible. If HW is able to make changes, an administration fee of £35 will be charged. Please note that major changes may be treated by HW as a cancellation by you and will be subject to charges referred to in paragraph 8. Any change you wish to make to your holiday once it has been confirmed is your sole responsibility.

8. Cancellation by You

If you are forced to cancel your booking you must notify HW immediately by telephone and send written confirmation (signed by the Lead Hirer) by Recorded Delivery to Potter Heigham and enclosing your booking confirmation. The cancellation will be effective from the date HW receives written confirmation. If the reason for cancellation is within the terms of the HW cancellation protection, you will receive a refund of monies paid less a cancellation administration charge of £35. If the reason for cancellation falls outside its terms, HW will make a charge as below.

- Cancellation 56 days or more prior to start date: HW will retain the initial payment only. If you have not paid the full initial payment shown in the brochure at the time of booking, you must pay the shortfall.
- Cancellation less than 56 days before start date (or if HW cancels because you fail to pay the balance of the holiday price as required by paragraph 3) - you will be liable to pay the whole balance less any hire charges HW may be able to recover by re-letting the boat. It is not possible to make refunds for any other services booked but not used.

9. Alterations by HW

HW reserves the right to make changes when they become unavoidable or necessary. Most changes are minor but occasionally we may have to make a major change. If we have to make a major change or cancel, we will tell you as soon as possible and if there is time before your departure, we will offer you accommodation of at least equivalent standard, in which case no compensation will be paid. If this is not possible you may choose to:

- Purchase an alternative HW holiday (where available) with credit being given for the price of the cancelled holiday; or
- Cancel and receive a refund of money you have paid.

10. Cancellation by HW

HW will not cancel your holiday within 56 days of your departure unless it has to for reasons in paragraph 11 or unless payment is not received as per paragraph 3. HW may cancel your holiday at its absolute discretion on or before the date when payment of the full holiday price becomes due. If HW cancels, they will inform you as soon as reasonably possible and you will be offered either:

- A holiday of comparable standard (if available) together with a full refund of any price difference; or
 - A full refund of any monies you have paid.
- HW may at its absolute discretion refuse to hand over a boat or terminate a holiday where, in the opinion of HW a person or group is likely to cause damage, distress or annoyance to the boat, other persons or property. In such an event, HW will be under no obligation to refund, compensate, or indemnify you.

11. Important Note

No compensation will be paid by HW where cancellation or material change arises from:

- Unusual or unforeseeable circumstances beyond HW's control such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions including flooding of waterways.
- Your failure to pay the balance of the holiday price within the time stipulated.
- As a result of behaviour as set out in paragraph 10 above.

12. Start and Finish of Your Holiday

- Unless otherwise stated, the time of arrival is 4.00pm on one week hire and 2.30pm on a short break hire.
- In the event of problems preparing the boat, the right is reserved to delay departure without compensation until a repair is affected.
- HW will give you a demonstration and explain the controls of the boat and its equipment. You must notify HW as soon as possible, of any fault with the boat or its equipment so that it can be rectified.
- Non-arrival at the boatyard by mid-day on the day following start date without prior notification shall entitle HW to treat the booking as cancelled as per paragraph 8.
- Unless otherwise stated you must return the boat (with all gear and equipment) to HW's boatyard in a clean and tidy condition by 9am on the final day of hire. The boat will be inspected and a charge will be made if the boat is returned late or is not clean and tidy.
- You will be supplied with, on loan, a fully automatic life jacket for all adults and buoyancy aids for any children and shown how to use them. HW recommends that every member of the crew wears a life jacket when moving around on the outside of the boat.

13. Accidents

You (the Lead Hirer) are responsible for the boat's safe navigation and for the actions of each member of your party and you must take all reasonable care. No minor (aged under 14) may control the boat without the direct supervision of an adult. In the event of damage to or breakdown of the boat rendering it inoperable, however caused, no responsibility can be accepted by HW for loss of time or cost of alternative accommodation or any other damages or expenses incurred as a result. In the case of any accident or damage to the boat or any other craft or to waterway property you must, for insurance reasons:

- Record the name of any other boat involved with names, addresses and phone numbers of its owner and hirer and witnesses (where applicable); and
 - Immediately report these facts to HW boatyard with full details and extent of the damage; and
 - Report the full details in writing to HW on return from holiday quoting your booking reference number. No repairs may be put in hand without HW's consent.
- (d) On returning the boat at the end of your holiday you must inform HW of any damage or items broken, lost or stolen. Failure to adhere to any of the above may result in an additional charge at the end of your holiday.

14. Damage Waivers, Security and Fuel Deposits

Although boats are insured by HW, you (the Lead Hirer) are primarily responsible for any damage or loss to the boat and its equipment or for any damage to third party property. You (the Lead Hirer) will be held responsible for the actions of the other members of your party. HW will require:

- A damage waiver payment. This will indemnify you for any accidental loss or damage to the boat, its equipment or to any third party property (unless you are a member of crew from which a Security Deposit is required as described in paragraph below). The damage waiver is payable on booking and is non-refundable.
- A Security Deposit of £50.00 per berth (e.g. 4+2 berth = £300), payable by credit/debit card is required from the Lead Hirer for all single sex and non-family groups, this must be paid 56 days before arrival. HW also reserves the right to charge an additional Security Deposit for any non-family group, stag or hen bookings on arrival, this must be paid by credit/debit card before you commence your holiday. If you return the boat on time, in a clean condition and without damage, loss of equipment or third party claim against you, the deposit will be repaid to you within 7 days. However, where damage has occurred or been reported, all or part of your security deposit may be withheld by HW, to cover the cost of repairs, extra cleaning and loss of use of the boat, where applicable. Notwithstanding the above if you or any member of your party either fail to comply with booking conditions or cause negligent, wilful or criminal damage you will be fully liable for any loss incurred.
- A fuel deposit to cover the cost of fuel used. The value of any unused fuel will be refunded upon your return at the end of your holiday. Fuel costs exceeding the fuel deposit will be charged to you. For further information see page 86.

15. Delays

Every boat is checked before the commencement of hire and in the event of problems preparing the boat for your holiday the right is reserved to delay departure without compensation until work is completed. If a breakdown, malfunction or problem of any kind occurs you must report it to HW immediately so that repairs can be made to enable you to resume your cruise. You must not wait to report it until you return at the end of your holiday. If HW is informed they will take steps to rectify the problem as quickly as is practical in the circumstances. Apart from these obligations, HW shall not be liable in any respect for any indirect or consequential loss or damage, whether financial or otherwise, suffered as a result of such a problem. No compensation will be paid for loss of time as a result of a breakdown, malfunction or problem of any kind. HW shall not be responsible for the consequences of delays or restrictions on cruising arising from obstruction, repairs or damage to waterways, high tides, flooding, shortage of water, industrial action or other circumstances beyond their control. The right is reserved to restrict cruising if unusual or hazardous conditions prevail.

16. Broads Authority or Owners of Private Property

You are responsible for any charges made by the above in respect of loss of or damage to their property or anti-social behaviour caused by you while in charge of the boat.

17. Navigation Restrictions and Bye-Laws

On no account may you:

- Tow or be towed by other cruisers unless with professional assistance.
 - Cruise after dark (your boat is not equipped or insured for night navigation).
 - Permit your boat to be taken out to sea.
 - Permit your boat to take part in any race.
- You must navigate in accordance with current bye-laws and must observe the speed limits applicable to the waterway. You must not under any circumstances attempt to pass under Wroxham or Potter Heigham bridges without using the services of the Bridge Pilot (the cost of this service is included in your hire charge). It is entirely at the discretion of the Bridge Pilot if he is willing to pilot the boat under a bridge – water levels vary depending on tidal and weather conditions and there are periods of time when it is not possible for boats which will normally pass under bridges to do so. Herbert Woods does not take responsibility for these navigational restrictions. Any damage caused to the boat and/or the bridge if you were to fail to comply with this rule will be regarded as wilful, not accidental damage and therefore the direct responsibility of the Lead Hirer, not covered by the damage waiver.

You must not attempt to sail down the River Bure approaching Gt. Yarmouth, except at slack water (normally 1 hour after low water at Gt. Yarmouth) see tide tables in Skipper's Manual. No hire boats may be taken below Haven Bridge, Great Yarmouth or through the lock at Oulton Broad. More detailed information is provided in the Skipper's Manual on your boat. Please read your Skipper's Manual carefully before attempting to cross Breydon Water, which can be done safely with care. Failure to observe the instructions in the Skipper's Manual with regard to navigating across Breydon Water which results in the boat going aground or suffering damage will be regarded as negligent and/ or wilful damage and will not be covered by the damage waiver. If it is necessary for a rescue or tow boat to be summoned to tow you on Breydon Water you will at HW's discretion be charged up to £300 for arranging for a boat to attend the incident.

18. Hirers' Equipment

You may not take and use onboard the boat any gas appliances; portable heaters of any type; lighting equipment; hair straighteners; barbecues or any items which may cause danger to the boat, its equipment or its occupants.

19. Injury or Damage to You or Your Property

HW is not liable for death, personal injury, or loss or damage to you or your property, or any property belonging to or in the possession of the Lead Hirer or any member of their party (including any motor cars or their contents parked at the boat yard) unless it is caused by HW's negligence or wilful default.

20. Party Members with Limited Mobility

If you have any members of your party with limited mobility, you must enquire as to the suitability of the boat at the time of booking. Whilst no guarantee can be given, HW will offer assistance and advice as far as is practical.

21. Extra Persons

To comply with the terms of hire boat licensing regulations the number of persons indicated for each boat must not be exceeded at any time.

22. Optional Extras

Optional extras such as dinghies, etc. may be available at extra charge as stated in the brochure, but are subject to availability on your hire start date.

23. Pets

One pet is normally allowed aboard a boat, at an extra charge, unless otherwise stated in the boat details.

24. Data Protection

In order to process your booking and ensure that your holiday runs smoothly we will need to collect and process personally identifiable information for you and all your passengers. In some instances, to ensure your safety, we may also be required to collect information regarding any physical or mental disabilities. We take every care to ensure that the necessary security measures are in place to protect your information. Herbert Woods will not share your information with any third parties other than where required to do so by our insurers, government agencies or by law. By making a booking you are consenting to the above. Your Data controller is Herbert Woods LLP. If you would like to request a copy of the information held on you or would like to invoke your right to be forgotten, please email us on privacy@herbertwoods.co.uk.

25. Modifications and Descriptions

Every effort has been made to ensure that individual boat descriptions contained in the brochure are correct. However, the right is reserved to make modifications to boat specifications that are considered necessary in the light of operating requirements. Layout plans in the brochure are for general guidance and are not to scale. Illustrations and photographs of standard production-built boats are sometimes used and the interior and exterior colour scheme and layout of your boat may therefore not be identical with the one in the brochure.

26. Disputes

Any dispute, difference or question which may at any time arise out of the contract or the subject matter thereof shall be referred to a single arbitrator to be agreed upon between the parties (or failing agreement to be nominated by the Chartered Institute of Arbitrators on the application of either party) in accordance with the provisions of the Arbitration Act, 1950, or any statutory modifications or re-enactment thereof for the time being in force. These conditions supersede all previous issues.

