

# Barnes Brinkcraft - Booking Conditions

In these booking conditions, 'you' and 'your' means all people named on the booking (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means Barnes Brinkcraft (Barnes Marine Units Ltd).

The following conditions, together with the general information in our brochures and on our website, form the basis of your agreement with us and the other people and organisations which provide the services which make up your booking. Please read them carefully as they set out the rights and responsibilities of everyone concerned. Nothing in these booking conditions affects the normal rights you have by law. When we refer to these booking conditions we also include the boat rental conditions (which means all information shown in any specific conditions or restrictions set out in the brochure or website description of your chosen boat).

When you book a boat with us you are entering directly into a contract.

## Section A

### 1. Making your booking

All bookings depend on the boat and services being available. You as the person in charge of the party (the party leader) must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these conditions. You are responsible for making all payments due to us.

As long as the boat and services are available and we have received the relevant payments, we will give you written confirmation (see below) as soon as reasonably possible. This confirmation will show your booking details and the amount you still owe for the booking. Your binding contract with us, the boat operator will apply from the date we give you the written confirmation. For bookings made within 14 days of the departure date, you will have a binding contract when we give spoken or email confirmation of your booking to you or your travel agent, and you have made the appropriate payments to us or your travel agent. If we pay the deposit into our bank account, it will not mean we have accepted your booking. We will give you written confirmation either by post or email. If you book with us online, we will acknowledge that we have received your booking and then send you our confirmation by email. If you book by phone, we will send your confirmation to you by email unless you tell us at the time of booking that you would prefer it to be provided by post. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

We have the right to refuse any booking before we send you our written confirmation. If we do this, we will contact you via phone or email and promptly refund any money you have paid to us. In this case, we the boat operator will not have any legal responsibility to you.

As soon as you receive our confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

### 2. Duration of your stay.

All terms are either per week, or per short break (start day as specified) for the accommodation as equipped and described. The usual check-in time is between 2pm and 4pm. The check-out time (usually 9am) will be shown on your hire invoice. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.

Prices include VAT (where applicable) at the rates applicable at the time of printing and are subject to change if the rates or application of the tax changes. In the event of a change in the rate of VAT during the course of the year, your booking 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. For bookings of 7 days or more starting Monday or Tuesday the previous Saturday charges apply; for Friday starts the following Saturday charges apply. For 3 or 4 night breaks which cover two price periods, the day in which you start your holiday determines the price you pay. For Monday or Tuesday arrivals the previous Saturday short break price applies. For Friday arrivals, the following Saturday short break price applies.

### 3. Payment

When you book, you should pay the standard deposit amount due by debit or credit card, Bank transfer or by sending us a cheque. (We only accept payment in pounds sterling).

### Standard deposit UK boat bookings

Price (per week or short break per boat)	Standard deposit Per boat
Up to £300	£105
£301 - £500	£125
£501 - £750	£150
£751 - £900	£170
Over £900	£180

### 4. Pricing

We keep the prices under constant review and the prices of unsold products and services may be increased or reduced at any time. We may also correct mistakes in the pricing of unsold products and services at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made.

All prices are for the boat and are not on a per person basis.

### 5. Brochure and website details

We aim to make sure that the information provided by us is presented accurately in brochures and other promotional literature or material we produce and provide. There may be small differences between the actual boat or other services and their description, as we are always trying to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network coverage. It may not be available 24 hours and is provided for pleasure and not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi.

Download limits may apply, check when booking. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website, by our advisers or advertised elsewhere. We make reasonable efforts to make sure that information given to you about your boat and its facilities or services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any boat or its facilities and services, unless this was caused by our negligence.

### 6. If you change or cancel your booking

#### a Changes

If you want to change any detail of your confirmed booking, we will do our best to make the changes. We cannot guarantee that we will be able to meet your request.

Individual members of the party may be able to transfer their place to someone else you choose as long as you tell us at least two weeks before your departure date.

Up to 10 weeks before your booking start date you may change your boat to another. An administration fee will apply.

#### b Full cancellations

If you have to, or want to, cancel your booking, you must phone us on the number shown on your booking confirmation as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking with the boat operator, our confirmation in writing will confirm receipt of your cancellation.

Depending on your reason for cancellation, you may receive a refund authorised by us of all money you have paid. We will keep a cancellation administration fee of £53.

The conditions on making a refund only apply if the cancellation applies to all members of your party.

All prices are for the entire boat and not on an individual basis.

Under your contract with us, to qualify for a refund you must have one of the following reasons and produce evidence.

- Illness or pregnancy (we will need to see medical evidence that you or a member of the party is unfit to travel). We will not refund for pregnancy if the relevant person was pregnant before the booking was made. And, we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home.

- Death.

- Redundancy (as long as the employment has been continuous with the same employer for at least two years).

- Jury or witness service (in a court of law).

- Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, partner, son or daughter, son-in-law or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother, fiancé or fiancée).

- Your home is damaged and cannot be lived in because of a fire, storm, flood, subsidence or malicious damage.

- The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your trip or within the seven days before this.

- You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost trip from any other source).

- You are placed in quarantine.

- You may also receive a full refund if you cannot reach your holiday destination due to snow or flood conditions or as a result of being involved in an

accident while on the way there. (This only applies if you have made every effort to try to complete your journey. You will need to produce evidence from the police, or Highways Agency.)

Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of booking.

We will ask you to fill in a cancellation form which may need signing by a medical practitioner or employer. In this case, we may need you to give us more information from other people (we will tell you at the time).

The following reasons for cancellation do not qualify for a refund as set out above. Suicide or attempted suicide, deliberate self-injury, the effect of alcohol or drugs, or any other reason we have not specifically referred to. If the reason for cancellation does not fall within one of those given above, for example, you do not want to travel, your leave has been cancelled by your employer (other than HM Forces or the police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date when we receive your notice of cancellation, as shown in the following table. This means that if you have paid the balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not paid your total booking cost, by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. For the purpose of the table below, boat cost means the total cost of the boat, including any extra items. You will still have to pay administration fees for making any changes.

If you have already paid booking fees, and administration fees, we will not refund these if you cancel.

#### Cancellation charges UK boat bookings

Period before scheduled arrival date within which we receive written notice of the cancellation	Cancellation charges as a percentage of total costs (but not amendment and credit-card charges which are non-refundable)
More than 70 days	Loss of deposit*
43 – 70 days	50%
29 – 42 days	70%
8 – 28 days	90%
7 days or under	100%

#### c Cutting Short Your Stay

You can also get a refund as set out above if you show that your stay in the UK is cut short for any of the reasons set out in b above. In this case, we will refund the appropriate percentage of the cost of your stay. This only applies if everyone in your party leaves the boat.

If your stay is cut short for medical reasons affecting any person in your party, you will need to produce a certificate from a local doctor, confirming that they need to return home.

#### 7. Cancellations or changes by Barnes Brinkcraft

Barnes Brinkcraft does not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes in brochures or other details corrected. We have the right to do so. If we do, we will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change.

#### 8. Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately we will not be legally responsible for any

compensation if we are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means we or they could not, even with all due care, expect or avoid, including:

- strike, lock-out or labour dispute;
- supplier failure or insolvency;
- natural disaster;
- act of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction;
- if the authorities close any waterway;
- accident;
- breakdown of plant or machinery;
- insolvency or bankruptcy
- fire, flood, snow and storm;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

We reserve the right not to accept your booking or to cancel it if we are required to do so by any law or government regulation.

#### 9. Our legal responsibility to you

We cannot be held responsible for noise or disturbance which comes from outside the boat or which is beyond the company's control.

We cannot be held responsible for the breakdown of mechanical equipment such as pumps, engines or boilers, nor for the failure of public utilities such as water, gas and electricity.

#### 10. Insurance

We recommend that you take out enough travel insurance to cover you for your total stay. For all overseas bookings, we consider it essential that you arrange enough travel insurance for your trip.

We do not check insurance policies to make sure they are suitable. You are responsible for covering us if we suffer any losses or expenses arising out of your failure to take out proper insurance cover. We strongly advise you to take out insurance which will cover any damage which may happen to property which belongs to other people and which may get damaged.

We will treat any cancellation for this reason as a cancellation by you and you will have to pay the cancellation charges set out in clause 8 above. Please read your policy details carefully and take them with you on holiday. It is your responsibility to make sure that the insurance cover you buy is enough for your needs.

#### 11. Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we, the boat operator reasonably feel that we cannot properly meet that person's particular needs, we can refuse or cancel the reservation.

#### 12. Your boat

You can board your boat between 2pm and 4pm (unless we tell you otherwise, for example on your confirmation or in our brochure or website) on the start date of your rental. You must leave by 9am on the last day. If your arrival will be delayed beyond 5pm on the start date of your boat rental, you must contact us so that you can make other arrangements. If you fail to do so, you may not be able to gain access to the boat. If you fail to arrive by 12 noon on the day after the start date of your boat rental and you do not tell us that you will be arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not make a refund.

You must keep to the age restrictions set out in clause 1. We can refuse to allow you onto the boat or cut short

your trip if you do not, or you ignore other reasonable health and safety concerns. We will not make a refund if this happens.

If there is a mechanical failure, we can delay your departure until a repair is carried out. In all cases we will give you a demonstration and explain the controls of the boat and its equipment. You must let us know about any faults identified as soon as possible, either before or after the boat leaves the boatyard. This then gives us the chance to put the faults right. Unless we say otherwise, you must return the boat (with all gear and equipment) to the boatyard and it must be in a clean and tidy condition. You may be charged if the boat is returned late or is not clean and tidy.

Barnes Brinkcraft may ask you to pay a security deposit when you arrive. This usually applies to single sex parties and young parties aged 25 or under. If this applies you will be told the amount at the time of booking. We will return the security deposit at the end of your boat rental (less any costs for breakages, damage and so on if this applies).

You and all members of your party must agree to keep the boat clean and tidy and to leave the boat in a similar condition as you found it. You must behave in a legal way at all times while on the boat. You and all members of your party must also agree not to use the boat for any unlawful or commercial purpose, including transferring your legal right to use the boat to anyone else. You are responsible for the actual costs of any breakage or damage in or to the boat - along with any extra costs that may result - which are caused by you or any members of your party. We can tell you to cover these costs.

Barnes Brinkcraft can refuse to hand over to you, or to take back, the boat if they reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any members of your party or if you or any members of your party behave illegally or dangerously. We will treat these circumstances as a cancellation by you. You also must not allow more people than the brochure states to be on the boat. You must not operate the boat while under the influence of alcohol or drugs, or allow anyone else to do so. If you do any of these things, we can refuse to hand over the boat to you, or can take it back. If we have to do this, we will treat this as a cancellation by you. In these situations we will not refund any money for your booking and nor we will have any legal responsibility to you as a result of this situation arising. (This includes, for example, any costs or expenses you have to pay due to not being able to use the boat, such as the cost of finding another boat or any compensation to you.) We will have no responsibility to find other accommodation for you. Up to 2 pets are allowed. If you take a pet with you, it is not allowed on beds or furniture. Please do not leave pets unattended in the boat, and you should keep dogs on a lead at all times when off the boat. Registered guide or support dogs are allowed in all boats and houses.

If you or any member of the party have an allergy, we cannot guarantee that a pet has not stayed in your chosen boat nor can we accept any legal responsibility for any suffering as a result of animals having been there. You should also read the information about taking pets on holiday included in our brochure or on our website, also in particular in terms of wearing buoyancy aids or life jackets. This is especially important for children, who you must fully supervise at all times.

You must allow any of our representatives (including workmen) access to the boat at any reasonable time during your stay. You would get notice of this if it was needed (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, we can enter the boat at any time without giving you notice).

### **13. Special requests**

If you have any special requests, you must let us know when you make the booking and confirm them in writing. We cannot guarantee that any request will be met. Confirmation that we have noted a special request or the fact that it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean we have broken your contract.

### **14. Complaints**

If you want to complain, we will want to take action as soon as possible. The contract for your accommodation is between you and ourselves, Barnes Brinkcraft and you should put any questions or concerns to us directly. You must contact us immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless you let us know promptly. If you discuss the problem with us while you are there, it can usually be sorted out straightaway.

### **15. Governing law**

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you must agree that any dispute will be dealt with by the courts of England and Wales.

### **16. Communicating with you**

To process your booking we will need to collect and process personal information. We would like to send you information about products and services that we think will interest you. We may do this by post, phone, text message or email. If you would rather that we did not do this, please tell your sales adviser when you book.