

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' 'our' and 'the Boatyard' means Richardsons Leisure Limited of The Staithe, Stalham Norfolk NR12 9BX.

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 holiday. 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 and the information sections of the brochure or website of which we otherwise tell you about).

1. Terms All terms are per week, for the boat as equipped and described. Saturday dates are shown. For boats starting Sunday, Monday or Tuesday, the previous Saturday charges apply; for Wednesday, Thursday and Friday starts, the following Saturday charges apply. Prices include VAT (where applicable) at the rate applicable at the time of printing and are subject to change if the rate or application of the VAT changes. In the event of a change in the rate of VAT during the course of the year, your holiday 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 change. Our Hire Invoice and Booking Acceptance is not a VAT invoice.

• We reserve the right to correct errors in advertised prices including our website. We will advise you of any error at the time of booking. Offers - All offers are subject to promotional availability at the time of booking and subject to specific offer terms and conditions, and exclusions apply. Also, we can withdraw our offers at any time.

• We also reserve the right to correct errors in confirmed prices. In this case, we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within 14 days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within 8 weeks of the start of your holiday or more than 7 days after you make your booking.

• The time of take-over (subject to unavoidable delays) is normally 4.00pm or as shown on your Hire Invoice.

• You must advise the Boatyard using the telephone number on your Hire Invoice if, due to unavoidable delays in your journey, your arrival time is likely to be outside normal working hours (ie. 5pm) on the start date of your boat rental. 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 notify the Boatyard 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.

• Unless otherwise shown on your Hire Invoice your boat must be returned and handed back not later than 9.00am to the Boatyard from which you started your cruise. You are always welcome to moor at the Boatyard on the evening before you hand back your boat. You are obliged to leave everything in a clean and tidy condition.

• Loss of any deck gear may be subject to a charge by the Boatyard.

• Where the price of a boat is inclusive of fuel, then should the rate of duty of that fuel change or be amended we may in those circumstances have to pass on the charges to you.

• We want to maintain a safe and secure holiday environment for all of our guests and we may ask you and/or members of your party for proof of identification on arrival. We don't knowingly allow anyone to holiday with us or visit our sites who is a convicted child sex offender, subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Risk of Sexual Harm Order or Child Abduction Notice.

2. 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. 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. The booking confirmation will show your booking details and the amount you still owe for the booking. The binding contract 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 with us when we give spoken or email confirmation of your booking to you and you have made the appropriate payments to us. If we pay the deposit into our bank account, it will not mean we have accepted your booking.

We will give you written confirmation by post. If you book with us online, we will acknowledge that we have received your booking and then send you confirmation by email. If you book by phone we will

send your confirmation to you 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 will not have any legal responsibility to you. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

3. Number in your party No boat may normally carry more persons than advertised by us. It is forbidden for unauthorised or undeclared visitors to stay on your boat, as this nullifies the insurance in the case of an accident.

4. Payment When you book, you must pay the applicable deposit requested by debit or credit card (we only accept pounds sterling).

Standard Deposit

Price per week or short break	Deposit per boat
Up to £300	£55
£301-£500	£90
£501-£750	£135
£751-£900	£165
Over £900	£180

• Your balance-of-hire money (together with your Fuel Deposit and Security Deposit or Damage Waiver) is due and payable by you 8 weeks before the start of your holiday. Your Hire Invoice gives you full details.

• For bookings made within 8 weeks of the holiday start-date you must pay the full monies at the time of booking.

• If the deposit and/or balance is not paid by the appropriate date we are entitled to cancel your booking and keep all deposits paid.

• We reserve the right to pass on to you any bank charges and other costs we incur if we have to represent a cheque or process late payments.

Additional Deposit

GROUP AND PARTY BOOKINGS All male, female or young crews will be asked for a security deposit of £50pp on arrival at the Boatyard. This deposit will be returned at the end of your boat rental (less any costs for breakages, damage and so on if this applies)

5. Changes by you Once a booking has been confirmed to us, should you require us to amend it or re-invoice you for any reason then a fee of £26 will be charged (unless this is before 20th January 2016 when one change can be made without charge). Up to 8 weeks before the holiday start date you may change your boat to another one in the same fleet within the same calendar year, subject to availability and the payment of the above fee and any difference in the price. You may transfer your booking to someone else / another party (introduced by you) at any time providing you notify us in writing and pay the admin charge of £26 and then any outstanding balance.

There are strictly no holiday date changes or downgrades within 8 weeks of your holiday start date.

You must check your Hire Invoice and Booking Acceptance as well as other documents we send you carefully as soon as you receive them. If any information appearing on any documents appears to be inaccurate in any way you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any documents within 10 days of our sending it out.

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

6. Cancellation by You Telephone us immediately if you have to cancel your holiday. Then on the same day send us by first class mail your Hire Invoice or take this action through your travel agent. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing. If you cancel up to 8 weeks before your holiday start date you will lose any monies paid. If you cancel within 8 weeks of your holiday start date you will lose any monies paid and are liable for the full balance of your holiday.

All or part of your liabilities as stated above may be covered by our Cancellation Protection if your reason for cancellation is one of those covered.

For bookings with our Low Deposit we guarantee you an unconditional full refund of the money you have paid if before 20th January 2018 you have to cancel your holiday booked to be taken from 3rd March 2018 onwards (one cancellation is permitted with full refund, thereafter normal cancellation terms apply). Should you cancel your holiday after the date of 20th January 2018 no refund of this Low deposit will be made irrespective of the booking date.

7. Cancellation for a Qualifying Reason

When you book you are responsible for the full hire terms even if you cannot take your holiday as planned. We have on your instructions reserved the boat exclusively for you.

Our Cancellation Protection cover has very few small print exclusions, there are no pre-existing medical exclusions under this section. It provides the following benefits if it is necessary and unavoidable for you to cancel or curtail your holiday because any of the Qualifying Reasons have occurred since your booking was accepted:

1. If you cancel before the balance -of-hire is due and payable, we will:

• Relieve you of the responsibility for payment of your balance-of-hire.

• Refund your initial payment less an administration charge of £26.

2. If you cancel after the balance-of-hire is due or has been paid, we will:

• Refund your balance-of-hire (or relieve you of the responsibility for payment of your balance-of-hire if it has not been paid).

• Refund your initial payment less the £26 administration charge.

3. If you curtail your holiday and return home, (provided that everyone in your entire party cancels or curtails the holiday and the holiday boat is left vacant) we will give you a proportionate refund of the balance-of-hire paid less £26 administration charge. In the case of multiple or party bookings where more than one boat is booked at the same time, cover is assessed on each boat individually. Your cover starts as soon as your booking has been accepted.

Qualifying Reasons: Death, accidental bodily injury, illness or admission to hospital (including events caused by pregnancy or childbirth)

• of you or any member of your party.

• of any close relative, fiancé(e) or close business associate of you or any member of your party.

• Compulsory quarantine of you or any member of your party or your travel being prevented by Government restriction following an epidemic.

• Redundancy qualifying for payment under the terms of the Employment Protection (Consolidation) Act 1978 of you or any member of your party

• Unforeseen occupational posting in your present employment or withdrawal of annual leave because of an unforeseen business emergency of you or any member of your party

• Hi-jack of you or any member of your party

• You or any member of your party being required for jury or witness service in a court of law

• Police advising you not to travel due to adverse weather conditions

• Police requiring you or any member of your party to attend following theft at your home or place of business

• Damage rendering your home, or that of any member of your party uninhabitable.

Exclusions

1. Disinclination to travel
2. Claims as a result of any accident to or illness of your family pets
3. Any consequences of war and radioactive contamination and similar risks

4. Changes in your financial circumstances or unemployment, other than redundancy as described above.

5. The administration charge of £26

The administration charge is to cover our costs and charges incurred in the process.

6. Amendment and credit card charges are non-refundable.

The conditions on making a refund only apply if the cancellation applies to all members of your party. The early booking deposit is non-refundable.

How to Claim

Notify us in writing immediately the circumstances arise and supply documentary evidence including medical certificates where appropriate, to support your claim.

Please note: This is not an Insurance Contract. This is Richardson's own Cancellation Protection agreement with you.

NB. The operational risks of the vessel and insurance of the vessel itself are protected by a Group policy. Each vessel has a full information pack which will be detailed to you on handover, detailing what you need to know in the unlikely event that you need any assistance.

8. Cancellation for a Non-Qualifying Reason

If you cancel for a reason other than one of those listed in Section 7, a charge will be payable by you to cover our costs. These charges are set out below:

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a % of total costs (excl. amendment & credit card charges which are non-refundable)
More than 56 days	Loss of Standard Deposit
43-56 days	50% plus
29-42 days	70% plus
8-28 days	90% plus
7 days or under	100% plus

+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

9. Cancellation by us We can cancel your holiday and any other holiday we operate. On rare occasions, we may need to cancel your holiday. If we have to cancel a holiday for any reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we

offer you, you can choose another holiday from us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. However, we will not cancel your holiday within 8 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen, where we could not avoid the results of those circumstances even after taking all reasonable care. No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your holiday on time.

10. Boat Trial A free demonstration run is given to you at the time of take-over. Whenever possible the person responsible for the booking must be present.

11. Damage, breakdown & defects No responsibility will be accepted by us for loss of time or expenses occasioned through accidental damage to the boat while in your charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless this is caused by proven reason of our failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves or our employees.

Any defect or breakdown must be reported immediately to the Boatyard during your cruise so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as every boat is carefully checked before the start of each cruise).

12. Accidents Your boat is insured but you have charge of the boat and are responsible for its safe navigation and for the safety of all on board. Buoyancy Aids for all members of your party are provided as is appropriate and it is your responsibility to ensure that they are carried on board at all times and worn where necessary. This is especially important for children, who you must fully supervise at all times. A fee is included in the hire charge for the provision of insurance relating to the boat. In the unlikely event of structural or mechanical damage, however caused, no responsibility can be accepted by us for the loss of time or the cost of any alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat, to other craft, to waterway property, or to any person, it is your responsibility to:

(a) find out the name and registration number of any other boat involved together with details of the owner or hirer concerned

(b) to report these facts, together with the extent of the damage to your Richardson's Boatyard as soon as possible

13. Your Fuel & Security Deposit We operate one of two fuel and security schemes. Details will be shown on your Hire Invoice. You must pay your waiver or deposit with your balance-of-hire ahead of your holiday. (See Condition No.4.) Any deposit refund will normally be made to you by a cash payment.

Option 1: Damage Waiver Scheme: You make a one off non-refundable Damage Waiver payment of £45. This gives you full cover in the event of loss of or damage to your craft, its equipment and / or third party liability in lieu of the Security Deposit described below except in the event that we consider that the loss or damage has been caused deliberately or by negligence or carelessness when we reserve the right to make a charge for such deliberate, careless or negligent loss. You will also be asked to pay a fuel deposit from which only the cost of any fuel used will be deducted.

Option2: Fuel and Security Deposit Scheme: You pay a refundable Fuel and Security Deposit of £300. This deposit, less charges for fuel, will be returned to you when you have finished your holiday, providing you return the boat and its equipment on time, undamaged, clean and tidy, and without Third Party claim against you. Any damage, loss and/or breakages to your boat or its equipment will be deducted from your deposit up to the full amount of your deposit. If any damage, loss and/or breakages are caused in excess of the deposit you will not be asked to pay more (although you will have to pay for your fuel on top) except where caused by the deliberate or negligent act or omission of you or any member of your party (including where the person concerned is under the influence of alcohol, drugs or any similar substance) or any failure to comply with these Conditions of Hire. In this case, we are entitled to make an additional charge.

You are responsible for any charges made by waterway authorities if you cause loss of water or damage to their property. You must pay any such charges in full. They are not covered by your Damage Waiver Payment and are payable in addition to any other deductions from your deposit (regardless of how they were caused) even if the amount of your deposit is exceeded as a result.

If you fail to return your boat on time and/or in a clean and tidy condition you are liable to an extra charge at the discretion of the Boatyard. This will be deducted from your deposit.

14. Linen/Towels Towels are not supplied with the boat linen except for overseas visitors.

15. Layout plans of boats in this brochure and on our website are for general guidance. They are not to scale and alteration to accommodation during building or refitting may occur. Some boats within classes may have variations. Some boats have steps which may not be shown on the plan.

16. Disabilities and medical problems If you have infirm or disabled members in your party you should enquire as to the suitability of your boat when booking. Although many boats may be suitable, some have steps (often steep and narrow), and it may not be easy for you to board a boat from the bank or towpath. We cannot provide gangplank or step to assist in boarding.

If we reasonably feel unable to properly accommodate the particular

needs of the person concerned we reserve the right to decline or cancel the reservation.

17. Production Boats Photos of standard production boats are sometimes used for a class group of boats. As production boats are not always finished in identical colour schemes, this means your boat may be different in colour from the photograph in the brochure, the web or any other literature we provide.

18. Obeying the Waterway Rules You must observe the Navigation Authority's bylaws, including in particular, the rule that you must not navigate after sunset, or before dawn and your speed must not be such as would or may inconvenience or endanger other users of the waterway.

On no account may you tow or be towed by other craft, unless you have professional assistance as towing can be a hazardous operation if incorrectly undertaken. Under no circumstances may your boat be taken out to sea. Boats may not be entered in races or used for business purposes.

No Minor may control your boat without the supervision of an experienced adult.

No portable heaters, cookers or barbecues of any type, bicycles, lighting equipment, TV sets or electrical/gas appliances (other than an electric razor) may be taken or used aboard your boat without the express prior permission of the Boatyard.

19. Availability Your booking is accepted on the basis that your confirmed boat will be available for your use in accordance with these Conditions of Hire on your agreed start date. Unfortunately, this is occasionally not possible. If your confirmed boat is not available as agreed, this will almost always be due to events beyond our control (see Condition 21 below). If your booking has to be cancelled (which we have the right to do) we will offer you the choice of an alternative boat in the same boating area for the same holiday period (at no extra cost) if available, or a credit note for the full value of your original booking. Providing the cancellation is not due to events beyond our control, we will also offer you a full refund of all monies you have paid to us for your booking if none of these options is acceptable to you. We regret that we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation charge.

20. Unreasonable behaviour We have the right to refuse to hand over a boat to any person who in our reasonable opinion is not suitable to take charge. In such cases all hire charges paid to us will be refunded in full but we will not have any further liability. In addition, we have the right to repossess a boat at any time if in our reasonable opinion you or any member of your party is unsuitable to remain in charge because of their age, ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason, or because of irresponsible behaviour which is causing or likely to cause danger to you or any other person(s) or damage to any property. In this situation we will have no further responsibility or liability and no refunds, costs or expenses will be made or met.

21. Events beyond our control

Unfortunately, events beyond our control occasionally affect bookings. When references are made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid. Such events include:

- Destruction or damage of your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) due to fire, flood, explosion, storm or other weather damage, accident, break-in, criminal damage or any similar cause.

- Mechanical breakdown or other defect which develops during the holiday.

- Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or facility such as a lock or bridge or navigational equipment which prevents or affects you taking your confirmed holiday.

- Adverse weather conditions and tides (which may restrict navigation and passage through bridges/locks).

- Shortage or non-availability of fuel for the boat.

- Late return by previous hirers.

- Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

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

We regret that we cannot accept responsibility or pay any compensation, cost or expenses where the performance of your contract is prevented or affected, or otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions in cruising to which you may be subject (we or the waterways authority are entitled to impose restrictions in the situations mentioned above). However if your booking has to be cancelled as a result, we will of course offer you an alternative boat/ date or if this is unacceptable a full refund of monies paid.

22. Your Pet You are normally allowed to bring your cat or dog with you. The charge is £35 per pet per week or part week. You must tell us that you are bringing your pet when you make your booking.

- You must bring your pet-blanket or pet-basket as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on chairs.

- Your pet must not be left unattended in your boat or elsewhere.

- If subsequent to making your booking you decide you wish to take a pet with you (or you want to bring more than one pet), then you must contact the Boatyard and get permission for this.

- If extra cleaning of your boat is required after your holiday because of your pet, a charge may be made.

- In the interest of visitor's safety, and following government legislation, we are sorry we are unable to accept any dogs named under the Dangerous Dogs Act 1991 as amended from time to time even where these types of dogs are muzzled as required by government legislation.

- Assistance Dogs - Registered assistance dogs will be accepted free of charge subject to availability of suitable accommodation. Registered guide and support dogs are allowed in all boats featured in this brochure or on the web even if the boat description says that pets are not allowed. If you or any member of the party have an allergy, we cannot guarantee that a registered guide or support dog 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.

23. Comments or concerns You must notify any shortcomings with your boat to the Boatyard immediately so that remedial action, if appropriate, can be taken.

We cannot accept any liability in relation to any shortcomings or claim of whatever nature if you fail to notify the Boatyard of any complaint or claim during your holiday and write to us within 28 days of the end of your holiday.

In the case of multiple bookings and one craft encountering problems which inhibit the enjoyment of the cruise, no claim can be made against us in respect of the accompanying craft.

24. Your Vehicles A charge is made for undercover parking at the Boatyards. Your vehicle and its accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than, in the case of negligence of ourselves or our employees or agents.

25. Liability We cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than, in the case of the proven negligence of ourselves, or employees or agents.

Your boating holiday should be a fun and relaxing break. Whilst every effort is made by us to ensure your safety, participants should be aware that boating and associated activities involving the water involve a certain amount of assumed risk. You and your party should accept the inherent risks and ensure that your party has sufficient knowledge, skill and fitness for such activities.

26. Personal Insurance You are strongly recommended to take out Personal Holiday Insurance for your holiday. Details of Personal Insurance are available on request.

27. Data Protection policy In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we will need to collect and process personal information you provide.

We may from time to time record phone calls to our contact centre. We do this for training purposes and to improve the overall quality of our service.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your accommodation and travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

We will not however, pass any information on to any person not responsible for part of your accommodation and travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant person).

Your data controller is: Richardsons Leisure Limited. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. We may also email you after your holiday for review purposes. If you do not wish to receive such approaches in the future, please write to us.

28. Brochure & Website Details We have taken care to ensure accuracy at the time of publication of our brochure literature and material and continuously with our website. However, information and prices may have changed by the time you book. 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. We will endeavour to notify you of any material change or inaccuracy of which we are aware as soon as reasonably practical.

Where Wi-Fi is an advertised facility please note that its provision is subject to availability and network conditions. It may not be available 24 hours and is provided for pleasure not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi.

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