

Andersen Boats

Jennifer Hough, John Andersen & Neil Andersen

trading as

Andersen Boats

The Boatyard, 11 Wych House Lane Middlewich Cheshire
CW10 9BQ

Tel: 01606 833668

Email: info@andersenboats.com

Boat Hire Terms & Conditions

In these 'boat hire terms and conditions' (also referred to as 'booking conditions') the following expressions have the following meanings:

'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 Jennifer Hough, John Andersen and Neil Andersen trading as Andersen Boats of The Boatyard, 11 Wych House Lane, Middlewich, Cheshire, CW10 9BQ.

'they' and 'their'

refers to other individual agents or companies as stated.

The following conditions, together with the general information in our brochures and on our website, form the basis of your agreement with us. Please read them carefully. Nothing in these booking conditions affects the 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 'Important Information' sections of the brochure or website or which we otherwise tell you about).

When you book a boat with us directly or via an agent, you are entering directly into a contract with us as the boat operator; an agent may charge a fee for arranging your booking (booking fee).

When you book a boat, our booking conditions apply to the booking in addition to the booking conditions of a booking agent if used, it is Your responsibility to ensure you have read and fully understood the Booking Terms of an agent (if utilised) and also our Booking Terms detailed in this document.

1. Making your booking

All bookings are subject to the boat and services being available. You as the named person completing a booking and entering into a contract with us is deemed to be in charge of the party joining you (the party leader), therefore you must be over the age of 18 at the time of making a booking.

There must be at least two adults over the age of 18 in every party who are physically capable of handling the provided craft and additionally manning and operating as required any required locks or other such waterway navigation facilities (such as swing or lift bridges).

All other members of the party must authorise you as the 'party leader' to make a booking on the basis of these booking conditions. By making a booking, you confirm that you are authorised to do so and all other members of the party agree that the booking will be subject to these conditions.

You as the 'party leader' are responsible for making all payments owed to us.

Sometimes we can reject your order for example if the boat or the services which you order are not available. If the boat and services are available and we have received the relevant payments, we will give you confirmation of your booking as soon as reasonably practicable. This confirmation will show your booking details and any sums paid and still outstanding for the booking.

Your binding contract with us will apply from the date on which we confirm your booking. We will contact you to confirm that we have received and accepted your booking either via phone and/or via email. We do not accept orders via post, however, you may ask us to send you a copy of the written confirmation to your postal address.

Additionally, please refer to the 'Frequently Asked Questions' section of our website.

As soon as you receive your confirmation, you must check the details carefully. If anything is incorrect, you should tell us immediately.

All holidays provided by us are self-drive and self-catering.

Our contact number in case of an emergency is (+44) (0)1606 833668.

2. Duration of your holiday

Holiday durations can be for 7, 14, 21 or 28 nights, for which start dates may be Friday, Saturday or Monday depending on the specific start date of the boat as specified on our Website. 3, 4, 10 or 11 nights durations are also available which have starting days of a Friday or Monday depending on the specific start date of the boat as specified on our Website. The usual check-in time is 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.

Your hire boat must be returned no later than 9:00am of the last day of your booking to the boatyard from which you started your cruise. If you fail to return your boat on time, or in a clean and tidy condition, you may be liable to an extra charge for any costs incurred by us.

You may park your vehicle for free at our premises for the duration of your stay, but if you choose to do so the vehicle is left at the owner's risk and we do not accept any liability for damage to it.

We do not normally keep the keys for the vehicle unless there are good reasons such as if you leave a large vehicle which may need to be moved during your holiday.

3. Payment

When you book, you will be asked to pay a standard deposit of 25% of the total holiday cost or full balance of your booking by debit or credit card or bank transfer. We only accept payment in pounds sterling.

We must receive the full balance for your booking 10 weeks before the start of your trip. However, if you book less than 10 weeks before the start of your trip, we must receive full payment of the total cost when you make the booking and therefore a deposit payment option will not be offered.

All prices quoted by us over the phone, via our website or by email include all charges and any UK taxes or government charges which may apply to your booking at the time it is made, else otherwise stated.

Prices include VAT at the rates applicable at the time of booking. 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 in full prior to the date of the change.

4. Pricing

The prices of unsold products and services may be increased or reduced at any time before we enter a contract with you. 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 total holiday prices quoted or otherwise given to you include all appropriate charges which apply at the time of your booking.

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

5. Number in your party

No boat may carry more persons than advertised in our brochure or our website, and accommodation is provided only for the number stated, unless definitely required.

When definitely required and where special permission has been given in writing by us, additional persons can be accommodated on certain boats at an extra charge of £50 per person per week or part week.

Any change of crew during a holiday must be notified to us prior to a holiday commencing for this to be then authorised by us in writing first.

6. Boat show through & handling and operation instruction

A free demonstration run called a 'hire boat handover' is given to you at the time of take-over. Whenever possible, the person responsible for the booking must be present to follow the checklist of information provided at handover. The main crew member present for this handover will be required to sign a handover document confirming that they have been given the required 'hire boat handover' instruction and accept responsibility for the safety of the craft and their crew members. It is this individual's responsibility to ensure that everyone who operates the hire boat is fully apprised of the guidance we provide prior to your departure and to ensure that all people handling the boat do so in accordance with the relevant operational and safety information provided by us.

Additionally, please refer to the 'Canal Boating Guide' section of our website which can be accessed at <https://www.andersenboats.com/canal-boating-guide.php>.

7. Brochure and website details

We aim to ensure that the information provided is presented accurately on our website, and other promotional literature we produce. There may be small differences between the actual boat or other services and their description, as we the operator are always trying to improve services and facilities. Please note that photographs of the boat are illustrative only and exterior colours, interior furnishings and decorations may vary.

Occasionally, problems mean that some boat facilities or boats are not available. We will contact you in advance to tell you if the boats or the boat facilities for which you have paid are not available, unless the problem is urgent or an emergency. If we tell you that we cannot accommodate your booking for these reasons or during the dates on which you have booked the boats or the service with us and we cannot find a suitable replacement boat or an alternative dates, you can contact us on info@andersenboats.com to end the contract and we will refund any sums you have paid in advance for services you will not receive. Please note that when you place booking with us, our contractual obligation is to ensure that the boat or the boat facilities which you have paid for are available for your use to be navigated through available routes. It is not our obligation under the contract to accommodate your desired route and, for the avoidance of doubt, we cannot guarantee that your desired route will be available during your holiday.

Wi-Fi is not offered as a facility on any of our fleet.

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, as well as advertised travel and other 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.

8. Damage, breakdown & defects

No responsibility will be accepted by us for loss of time or expenses caused through accidental damage to the boat while in your charge. No liability can be accepted for loss or damage or cost incurred as the result of any defect or breakdown occurring during your cruise unless this is caused by reason of

the failure to adequately maintain the boat in a fit state and condition or is caused by the acts or defaults of ourselves. Any defect or breakdown of your boat must be reported immediately to us during your cruise so that appropriate steps can be taken to remedy the issue reported to us.

You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.

You are responsible for and agree to reimburse for all costs incurred by us as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. We can ask for an extra payment from you to cover any such costs.

9. Accidents

Your boat is insured, but you have possession and responsibility for the boat and are responsible for its safe navigation.

In the unlikely event of structural or mechanical damage, however caused, no responsibility can be accepted by us for 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 water property, or to any person, it is your responsibility to:

(a) To take appropriate action regarding notifying appropriate emergency services in the event of actual or likely danger/harm to you or your crew, and as appropriate in relation to the safety of any other member(s) of the public involved.

(b) Find out the name of the other boat/craft/property involved together with the name of the owners or hirer.

(c) To report these facts, together with the extent of the damage to us as soon as possible. No repairs may be put in hand without our consent.

Each of our quoted holiday prices automatically includes a Damage Waiver (DW) scheme element; this element cost is identified in quoted prices and additionally identified on the confirmation of booking. The DW provides cover for accidental damage caused to the hired boat or its provided inventory only. DW does not cover any damage to your, any of your crew's, or any other third party property. The DW only provides cover if damage occurs as a result of actions of a named member of the crew as detailed on the crew manifest; which is confirmed at the point of handover of the boat at the start of your holiday. The DW does not provide cover if an occurrence of damage to the hire boat or its inventory is deemed to be as a result of:

- a deliberately malicious act of a crew member;
- as a result of negligence of a crew member;
- or as result of a crew member being under the influence of alcohol or another mental capacity affecting substance.

Please fully refer to sections 8, 9 and 10 of these Terms.

10. Damage caused to third parties

You are responsible for any charges made by the Canal & River Trust if you cause loss or damage to their property. You must pay any such charges in full.

11. Linen/towels

Linen is provided on your boat as instructed by yourself in your initial booking request.

Towels/tea towels are supplied free on request with the boat linen.

12. Cancellation requests by you

The Booking Agreement is a legally binding contract and may only be cancelled in accordance with our Booking Cancellation Conditions.

You have no statutory right of cancellation under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

However, if You want to cancel the Agreement You must give us written notice (by email or such other means - the "Cancellation Notice"). The date of receipt of the Cancellation Notice shall be the effective cancellation date.

In the event of Your cancellation of the Agreement, the Deposit, any insurances and credit card charges are non-refundable and in addition you shall be liable for the following charges dependent on the proximity of your cancellation to the Start Date:

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (in addition to any administration fees you have already paid which are non-refundable)
More than 70 days	Full standard deposit
57 to 70 days	50% of total accommodation cost
43 to 56 days	60% of total accommodation cost
29 to 42 days	75% of total accommodation cost
8 to 28 days	90% of total accommodation cost
7 days or less	95% of total accommodation cost

13. Cancellations or changes by us

We can end our contract with you and claim any compensation due to us if:

- you do not make any payment to us when it is due and you fail to make payment which is being requested within 7 days of us reminding you that payment is due;
- you fail to comply with these terms;
- if you or anyone in your party is behaving unreasonably as described in clause 18; and/or
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to fulfil your booking.

We do 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 as the boatyard operator have the right to do so. If so, 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.

If we process and pay an initial payment of a deposit or other payment amount into our bank account, this does not mean we have accepted your booking at that point, with us having the right to refuse a requested booking and return any payments (not including any fees incurred and charged to you by a bank or other payment card/facility provider). If we do this, we would contact you via phone or email to explain our decision. In these circumstances, we will have no legal responsibility to you, as this represents a decision not to accept your order.

14. Events beyond our control

Unless we say otherwise in these booking conditions, we will not be legally responsible, either jointly or individually, 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 an event we could not, even with all due care, expect or avoid, including, but not limited to:

- strike, lock-out or labour dispute;
- supplier failure or insolvency;
- natural disaster;
- obstruction to waterways or failure of a lock or bridge;
- 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;
- adverse weather conditions;
- breakdown of plant or machinery;
- shortage or unavailability of fuel for the boat;
- insolvency or bankruptcy of a boat operator or service provider;
- fire, flood, snow and storm or shortage of water;
- difficulty or increased cost in getting workers, goods or transport;
- late return by previous hirers; and
- other circumstances affecting the supply of goods or services.

If our supply of your product or service is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial or we cannot perform our obligations under the contract as a result of an event which is outside of our control, you can contact us on info@andersenboats.com to end the contract and receive a refund for any products you have paid for, but not received, less reasonable costs we have already incurred.

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

15. Our legal responsibility to you

We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected - It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (for example, the loss was not reasonably foreseeable).
- Caused by a delaying event outside our control - As long as we have taken the steps set out in clause 14.
- Avoidable - Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- A business loss - It relates to your use of a product for the purposes of your trade, business, craft or profession.

We will use the promises we give to you about the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint happened, as the basis for checking whether or not the services have been properly provided. If the services which caused the claim or complaint met the local laws and regulations which applied to those services at that time, we will treat the services as having been properly provided. If we are legally responsible for loss of or damage to any luggage or personal possessions (including money), the most we will have to pay you and your party is £100 per person. We strongly recommend that you and your party take out enough travel insurance for your needs while on holiday. For the purpose of these booking conditions, we will assume you and your party have done this.

Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith.

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

16. Insurance

We recommend that you take out enough travel insurance to cover you for your total stay.

You are responsible for arranging suitable insurances for yourself and your party, such as travel insurance. This means when you book directly with us you do not pay us an additional amount at the time of booking to cover such insurances; however, if booking via an agent they may include or offer such insurance options which you are responsible to seek clarity on.

17. 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. You should enquire as to the suitability of your boat at the time of booking.

You should ensure that any young passengers or vulnerable people are looked after. You should assess the risks of vulnerable people and children in your party and ensure that they are not neglected at busy moments, such as when passing through hazardous obstacles (e.g. locks and tunnels).

18. Your hire boat

You can board your boat at 4pm (unless we tell you otherwise, for example on your confirmation or in our brochure or website) on the start date of your rental; we recommend that you call us during the week leading up to your holiday start date to confirm the boat boarding time.

If your arrival will be delayed beyond 6pm 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.

If there is a mechanical failure, we as the boat operator can delay your departure until a repair is carried out.

You may need to check and sign an inventory of the contents of the accommodation upon your arrival. If you discover that anything is missing or damaged on arrival please notify us immediately at info@andersenboats.com.

You must vacate your boat by 9:30am on the last day; if you do not vacate your boat by this time, we can charge you £50 per additional hour or part of. You must return the boat (with all gear and equipment) in a clean and tidy condition; you may be charged if the boat is returned not acceptably clean and tidy or is missing any gear or equipment.

We as the boat operator can refuse to hand over to you, or to take back, the boat if we 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/website states to be on the boat. And, you cannot change the number of adults and children during your stay (for example, if you book for two adults and two children, you cannot arrive with four adults.)

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 as the operator can refuse to hand over the boat to you or can take it back. If we do this, we will treat this as a cancellation by you. In these situations, we will not refund any money for your booking and neither will we 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 other compensation.) We will have no responsibility to find other accommodation for you.

We reserve the right refuse to hand over the boat:

- If the unreasonable behaviour of anyone in your party (including you) is likely to:
 - (i) cause offence to other guests, members of staff or neighbours; or
 - (ii) spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions; or
- If we have a reasonable cause to believe that you or any member of your party will cause damage or loss to the boat, its services or facilities.

If we refuse to hand over the boat to you for the reasons outlined above, the contract between you and us will end and you will not receive any refund and we will not have any further responsibility to you. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs that we may incur as a result of your behaviour or of behaviour of anyone in your party.

A maximum of 3 pets are allowed on the boat. There is a charge of £30 per pet. If you take a pet with you, it is not allowed on beds or furniture. 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 and support dogs are allowed on all boats. If you or any member of the party has 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 must allow us or our representative (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 as the boat operator can enter the boat at any time without giving you notice to you.

19. Obeying the Waterway Rules.

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 or on tidal rivers.

No individual under the age of 17 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 us as the boat operator.

For your safety, you must use a buoyancy aid, as directed by us, when offered to you. They are offered free of charge and are particularly important for children and non-swimmers.

20. 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 noted 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.

21. Complaints

If you want to complain, we will want to act as soon as possible. You must contact us immediately if any problem arises. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless you let us as the boat operator know promptly. If you discuss the problem with us or our representative while you are there on holiday, it can usually be resolved promptly. However, if you feel that the highlighted problem(s) within your complaint has/have not been resolved to your satisfaction, you must, within 30 days of the end date of your holiday with us, put your complaint in writing directly to us. Send your letter to our office at Andersen Boats, The Boatyard, Wych House Lane, Middlewich, Cheshire, CW10 9BQ marked for the attention of the Customer Relations Department; or alternatively you can send an email to info@andersenboats.com.

We have designed this procedure to make sure we can hopefully resolve complaints as quickly as possible. Please help us by following this procedure. If you fail to do so, this may affect our ability to effectively resolve your complaint.

If we are found to be at fault in terms of any service we provide, we will not pay more than the total booking price paid to us or our agent, plus any reasonable connected expenses you cannot recover from elsewhere.

22. Severance

In the event that a court or other authority decides that some of these terms are unlawful, the rest of the terms will continue to apply.

23. Governing law

Any dispute claims or other matters 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.

24. Data Protection

How we use any personal data you give us is set out in our Privacy Policy which can be accessed on the following link <https://www.andersenboats.com/website-privacy-policy-091023.pdf>.