

# Booking Conditions 2012

## 1. YOUR CONTRACT:

Your contract is with Kris Cruisers and is made under English law at Kris Cruisers subject to these conditions. Your contract with Kris Cruisers is made once you have (1) completed and signed a booking form on behalf of all members of your party, and/or paid the appropriate initial payment (2) Kris Cruisers confirmation has been sent to you.

## 2. BOOKING:

Unless booked online, all correspondence will be sent to the address specified on the booking form. Kris Cruisers reserves the right to refuse to accept a booking at its discretion and will not accept any booking where the person signing the booking form is less than 18 years old.

## 3. BALANCE OF THE HOLIDAY PRICE:

The balance of the holiday price must be received by Kris Cruisers no later than 10 weeks before your departure date or, if your booking is made within 10 weeks, full payment must be made at the time of booking. No reminders are sent and if payment is not received within the timescale, Kris Cruisers reserves the right to cancel the booking and to apply the charges as set out in paragraph 7. In no circumstances are post dated cheques acceptable and Kris Cruisers reserves the right to recover the cost of any bank charges incurred in handling dishonoured cheques, direct bank payments and foreign currencies.

## 4. PRICE GUARANTEE:

Kris Cruisers reserves the right to alter the price of any of its holidays before you make your booking. The price of your holiday will be made known to you before you book and will be shown on your confirmation. All prices quoted in the brochure or otherwise advised to you include all booking fees, charges, and where applicable VAT (at 20%) and Insurance Premium Tax (at 20%). Should the VAT or IPT rates increase, or any additional taxes or levies be introduced that affect the price of your holiday, you may be required to pay the extra amount. Alternatively, should the rate of VAT, IPT or any government imposed tax or levy included in the quoted prices decrease so that a lower rate applies to your holiday, the price of your holiday will be reduced accordingly.

## 5. INSURANCE:

All holidays are covered for cancellation within the hire terms printed in the brochure or on our website. To comply with our Insurance Conditions, all bookings require a minimum of 2 adults except Lady Elizabeth and Lady Annalise which require a minimum of 3 adults (1 teenager is acceptable) unless agreed at the time of booking with Kris Cruisers. We strongly recommend that all customers take out their own personal and travel insurance to cover the duration of their booking.

## 6. ALTERATIONS BY YOU:

If once the booking has been accepted by Kris Cruisers you wish to make any alterations to the booking details, Kris Cruisers will do all it can to assist you, although it is under no obligation to make any alteration other than to allow you or any member of your party who is prevented from travelling to transfer his/her booking to someone else, provided that written notice is given to Kris Cruisers with full details of the transfer by the person who signed the booking form and must be accompanied by a £25 administration fee. Please note that major changes may be treated as a cancellation by you and will be subject to the cancellation charges referred to in paragraph 7. Any changes you wish to make to your holiday arrangements once your holiday has commenced are your sole responsibility.

## 7. CANCELLATION BY YOU:

If you have to cancel your booking, you must notify Kris Cruisers immediately by telephone and on the same day send written confirmation signed by the person who originally made the booking or by email to Kris Cruisers. The cancellation will be treated as effective from the day your telephone notification is received by Kris Cruisers. If the reason for your cancellation falls within the terms of the Holiday Protection Insurance Policy, you will be relieved of liability for the holiday price and will receive

a refund of monies paid less a claim excess of £50 per week or part week. If your reason for cancellation falls outside its terms, Kris Cruisers will make a cancellation charge as below; (a) If you cancel your booking 70 days or more before the departure date, we will retain the initial deposit but you will not be liable for the balance of the holiday price. (b) 29-70 days before your departure date, 50% of the hire terms are payable. (c) 15-28 days before your departure date, 75% of the hire terms are payable (d) 14 days or less before your departure date, 90% of the hire terms are payable (e) on the holiday start date or later 100% of the hire terms are payable. If we cancel your booking because you fail to pay the balance as required in paragraph 3, the above calculation applies, less any hire terms we receive by re-booking the boat, less 20% of those hire terms.

## 8. ARRIVAL AND DEPARTURE:

Unless otherwise stated in the brochure, the normal time for boarding your boat is 3 p.m. on the hire start date. One of Kris Cruisers instructors will explain the controls of the boat and its equipment and take you out onto the river for a trial run. You must notify us of any faults in the equipment of the boat before the boat leaves the boatyard. Any faults discovered while on your holiday should be notified to Kris Cruisers immediately by telephone so they can be rectified. No claims will be considered after your holiday for faults not notified during your holiday. Non arrival at the boat yard by mid-day on the day following your hire start date without prior notification shall entitle Kris Cruisers to treat the holiday as cancelled. Unless otherwise stated in the brochure you must return the boat (including all its gear and equipment) to our boatyard in a Clean and Tidy condition **no later than 9.30 a.m.** on the final day of hire. All boats must be vacated by 9.45 am unless otherwise agreed in writing. Kris Cruisers reserves the right to make a charge of up to £500 if the boat is returned late or in a dirty condition.

## 9. SECURITY DEPOSIT & DAMAGE WAIVER:

The boat is insured but you are expected to take all reasonable care and to report to and pay Kris Cruisers for any damage, broken, stolen or loss of equipment. You are responsible for loss and/or damage to the boat, its equipment, or to any third party up to the amount of the security deposit. If none occurs the deposit will be repaid to you. The damage waiver is non-refundable and gives you full cover in the event of accidental damage to your boat or its equipment including the cost of a diver if your propeller gets fouled. The damage waiver excludes wilful or criminal damage for which you are fully liable. Further details and an indication of the amounts normally charged are given in the brochure. Kris Cruisers reserves the right to charge a 2nd Damage Waiver if you are involved in an accident or damage the boat.

## 10. ACCIDENTS:

While you have charge of the boat you are responsible for its safe navigation. No minor may control the boat without the supervision of an experienced adult. In the case of any accident or damage to the boat or to other craft or to waterway property you must:  
(a) Obtain the name of any other boat involved together with the names, addresses and telephone numbers of the owners or hirers.  
(b) Immediately telephone these facts to Kris Cruisers with full details of the damage before you continue on with your holiday. No repairs may be put in hand without Kris Cruisers consent.  
(c) On your return you will be required to fill in an accident claim form with all the details taken at the time of the accident from the 3rd party.

## 11. LOSS OF WATER:

You are responsible for any charge made by the waterways authorities in respect of loss of water or damage to waterway property caused whilst you are in charge of the boat.

## 12. NAVIGATIONAL RESTRICTIONS:

On NO account may you:  
(a) Tow or be towed by other boats unless with

professional assistance.

(b) Cruise after dark (your boat is not equipped or insured for night navigation).  
(c) Permit your boat to be taken through Teddington Lock or out to sea.  
(d) Permit your boat to take part in any race. You must navigate in accordance with current bye-laws and observe the 8kph (5mph) speed limit applicable to the waterway.

## 13. HIRER'S EQUIPMENT:

You may NOT take onto the boat without Kris Cruisers prior written permission, portable heaters of any type, electric cool boxes, lighting equipment, barbecues, bicycles, canoes or anything which may cause damage to the boat, its equipment or occupants.

## 14. UNSUITABLE HIRERS:

We reserve the right to decline to accept a booking or refuse to hand over a boat to any person or group who in our opinion is not suitable for on the grounds of age, ill health, disability, or anyone we believe to be under the influence of alcohol, drugs or any other reason. In such cases all sums paid shall be refunded in full and the contract shall be discharged without further liability on either party. We reserve the right to repossess the boat at any time where a serious accident or damage has occurred, or in our opinion is likely to occur because of the unsuitability of the hirer due to age, ill health, disability, or anyone we believe to be under the influence of alcohol, drugs or any other reason. In such cases, Kris Cruisers shall not be liable to make a refund of any portion of the hire terms paid.

## 15. KRIS CRUISERS RESPONSIBILITIES

(a) Kris Cruisers accepts responsibility if you or any person named on the booking form suffers bodily injury, illness or death due to a negligent act and/or omission of our employees, or agents or sub contractors whilst they are acting within the scope of or in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us.  
(b) All claims must be notified to Kris Cruisers immediately and in any event in writing within 30 days of your return from holiday.  
(c) Kris Cruisers shall not be responsible for the consequences of delays or restrictions on cruising arising from navigation works, flooding, shortage of water, industrial action, fuel rationing, shortage or non availability of fuel or other circumstances beyond their control. Kris Cruisers reserves the right to restrict cruising if unusual or hazardous conditions prevail including strong stream conditions.  
(d) Should you or any member of your party suffer illness, personal injury or death through any misadventure arising out of an activity which does not form part of our holiday arrangements, Kris Cruisers will offer you at its discretion advice, guidance and assistance to help you in resolving any claim you may have against a third party provided we are advised of the incident as soon as possible and in any event within 30 days of its occurrence.  
(c) Kris Cruisers accept no responsibility for loss of or damage to motor cars parked at its boatyard unless it is caused by Kris Cruisers negligence or wilful default.

## 16. 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.

## 17. BROCHURE:

All prices, services and taxes were correct at time of going to print and may be subject to change. All boat plans are not to scale and can only be used as a guide.