

BOOKING PASSAGE ONLINE - TERMS AND CONDITIONS

Please read these conditions carefully before making Your Application as they are part of Your Agreement with Us.

1. Definitions

1.1 In these conditions:

"Agreement" means these terms and conditions including all Passage Notes information shown or notified during the Application, along with the Application.

"Application" means Your application form, completed online or by phone, handwritten, for the Pre-Booked Passage"

"We", "Us", and "Our" "Canal & River Trust" refer to Canal & River Trust, including Our employees and agents to whom these conditions apply,

"You" and "Your" means the person or persons named in the booking confirmation,

"Boat" means the vessel booked by You

"Passengers" mean the persons who are to travel on the Boat at the same time as the passage is booked.

"Pre-Booked Passage" means the selected lock, tunnel or other such structure as You selected in the Application that You will pass through using Your Boat on the Booking Date

"Booking Date" means the date booked for travel.

"Canal & River Trust" means the office at First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (Telephone 030 30 40 40 40)

"Local Waterway" means the local waterway office that manages the passage on behalf of the Canal & River Trust.

"Passage Notes" means the notes available from the Website during Application which contain guidance and information including that You will need to be aware of for Your booking and which may be varied by Us from time to time.

2. Passage Agreement

2.1 This booking is an agreement for passage through the Pre-Booked Passage, on the Booking Date, and at the time detailed in the Application. By making a booking with Us You accept that these conditions apply both to You and to any other Passengers on whose behalf the booking is also made and You confirm that You have the necessary authority of such persons to give that acceptance on their behalf.

3. Booking requirements

3.1 The Boat must have a current Boat Safety Certificate or Certificate of Conformity (as set out in the Canal & River Trust boat licence terms), current insurance with appropriate cover as specified during the Application and a valid Canal & River Trust licence on the Booking Date.

- 3.2 Travelling through Pre-Booked Passage is free except where the Boat does not have a valid Canal & River Trust boat licence and any charges will be identified within the Application.
- 3.3 Block bookings of the Pre-Booked Passage will not be accepted.
- 3.4 You have confirmed that Your Boat is within the maximum dimensions permitted in the for the Pre-Booked Passage as identified to you within the Application, and will remain within the maximum dimensions on the Booking Date.

4. Safety and other requirements

- 4.1 We reserve the right to refuse passage to any Boat not complying with the restrictions and safety requirements set out in (a) this Agreement, (b) the booking confirmation (c) Passage Notes within the Application or (d) any other information notified to You in advance of the Pre-Booked Passage.
- 4.2 Operation of the Pre-Booked Passage can be affected by the weather. We reserve the right to suspend passage for safety reasons at any time. We reserve the right to refuse passage to any Boat that does not have a confirmed booking or that, in Our opinion, is unsuitable for passage.
- 4.3 You must arrive at the Pre-Booked Passage by the time specified in Your booking for any preliminary checks and preparations that may be required. If You arrive late the Boat may not be allowed passage through the Pre-Booked Passage.. We will try and arrange passage for You at another time but this may be on another day, and subject to availability. We shall not be obliged to arrange an additional passage for You in these circumstances. If the alternative passage is not acceptable to You no refund of any passage charge shall be made.
- 4.4 You agree to allow Us to inspect the Boat (both internally and externally) prior to passage if we think it is required. If an inspection is refused, the Boat will be deemed to be unsuitable. Your Canal & River Trust boat licence must be displayed at all times.
- 4.5 You must follow Our instructions for preparation of the Boat.
- 4.6 Skipper(s) of the Boat should read the Passage Notes carefully before passage through the Pre-Booked Structure. Skippers are responsible for ensuring the safety of their Passengers, pets and Boat at all times.
- 4.7 You agree to Us contacting emergency or rescue services if they feel the Boat or crew is in danger and all fees to be invoiced directly to You.
- 4.8 All Passengers must respect the health, safety and comfort of other Users and of Our staff and must comply with Our safety instructions and any reasonable request made by Us. You agree to comply with the terms and conditions of Your Canal & River Trust boat licence at all times.

5. Passages

- 5.1 Passage through the Pre-Booked Passage may not be suitable for young children but children of all ages are accepted provided that they are closely supervised at all times by a responsible adult. All pets / animals must be securely held within the cabin of the Boat at all times during all passages.
- 5.2 Equipment or material carried on any deck of a Boat must be properly secured or removed prior to entry into the Pre-Booked Passage.

- 5.3 If applicable, the skipper of any Boat entering the Pre-Booked Passage must declare the number of Passengers on the Boat to the keeper, operative or Trust representative present at the Pre-Booked Passage.

6. Cancellation and changes

- 6.1 If You wish to change the scheduled date for Pre-Booked Passage, You must do this at least 48 hours before Your Booking Date.
- 6.2 If We are not able to accommodate Your requested new date of passage, Your booking should be cancelled.
- 6.3 If You do not cancel Your booking with Us and do not turn up for Your Pre-Booked Passage, a charge will be invoiced to You for the amount of £30.00.

7. Cancellation by Us

- 7.1 We reserve the right to cancel or delay any Pre-Booked Passage at any time on grounds of safety. In the event of such delays or cancellations We will notify You as soon as possible and offer an alternative on the earliest available date and / or time.

8. Limitation of liability

- 8.1 We shall not be liable for any damage caused to the Boat or its contents during passage through the tunnel.
- 8.2 We shall not be liable for any losses or costs incurred as a result of any delay or cancellation by Us.
- 8.3 In any event, We shall not be liable under this agreement for any loss or damage caused by Us in circumstances where:
- (i) there is no breach of a legal duty of care owed to You, or any passenger, by Us
 - (ii) such loss or damage is not a reasonably foreseeable consequence of such a breach
 - (iii) any increase in loss or damage results from breach by You, or any other passenger, of any term of this agreement.
- 8.4 We do not in any way exclude or limit our liability to you where it would be unlawful to do so.

9. Miscellaneous

- 9.1 Any waiver by Us of any breach of these conditions by You or any other Passenger shall not be a waiver of any continuing breach or any other breach of these conditions.
- 9.2 If any term or provision in these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.
- 9.3 This Agreement is personal to the individual, and shall not be assigned or transferred.
- 9.4 We shall not be liable for any default due to any act of God, war, strike, industrial action, fire, flood, drought, tempest, pandemic, epidemics or other event beyond Our reasonable control.
- 9.5 The validity, construction and performance of these terms and conditions shall be governed by English Law, and subject to the exclusive jurisdiction of the English courts.