

Caley Cruisers Terms & Conditions of Hire

Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways. You'll see that we have clearly set out the Terms & Conditions of Hire with a list of responsibilities and commitments we and you have towards each other.

1. Terms.

All terms are per holiday for the boat as equipped and described on the Caley Cruisers Ltd website. For boats starting Monday, the previous Saturday charges apply; for Friday starts, the following Saturday charges apply. Prices include current applicable UK VAT rates and are subject to change. 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 the change. Our booking confirmation is not a VAT invoice. A VAT receipt is available on request. Should the rate of duty on fuel change, we reserve the right to make an additional charge.

We reserve the right to correct errors in advertised prices; we will advise you of any such errors at the time of booking. 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 10 weeks of the start of your holiday or more than 7 days after you make your booking.

You can normally board your boat sometime between 12:30pm and 2.00pm (subject to unavoidable delays). You must advise us if, due to unavoidable delays, you will not be able to arrive at the normal handover time. Your boat must be returned and handed back to the Caley Cruisers boatyard in Inverness no later than 8:30am on the last day of the hire. You are obliged to leave everything in a clean and tidy condition. 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 Caley Cruisers Ltd. Extra charges may include additional hire cost for late returns at a full daily rate, cleaning charges, third party expenses etc.

2. Making a Booking.

Please go to the Booking section on our website www.caleycruisers.com to check availability, prices and to make a booking. You can also call our office. When you book, you are accepting on behalf of your party these Terms & Conditions of Hire. A binding contract comes into existence once we have received your deposit and we have issued a confirmation in writing (usually by email). The contract shall be deemed to have been made at our offices in Inverness and be subject to Scottish Law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Scotland. In all cases these Terms & Conditions of Hire form the basis of your contract.

3. Number in Your Party.

We require a minimum of 2 reasonably fit and able, adult crew members, aged 21 or over, on board each boat at all times whilst cruising. This is an activity holiday and both members of the crew will be required to fully participate during locking and berthing procedures. It is not permitted on any boat to carry more persons

than advertised (Caley Cruisers website and brochure). Accommodation is provided only for the number stated. Any change of party details before or during a holiday must be authorised by Caley Cruisers Ltd. We require skipper and all crew to take part in our safety briefing (minimum of 2 adults required). Please note that we cannot hand over a vessel without prior instructions.

If it is evident on arrival that the hirer of the vessel does not comply with these Terms & Conditions of Hire and/or Caley Cruisers Ltd has reason to believe that the holiday is not suitable for the hirer and crew, Caley Cruisers Ltd reserves the right to deny use of the vessel for cruising purposes. At the discretion of Caley Cruisers Ltd it may be possible to use the vessel as a stationary houseboat in the boat yard for the duration of the hire period. No refunds of the hire charges will be issued in these cases.

4. Payment.

When you book, you must pay the applicable deposit required towards the cost of the hire charge. Your balance is due and payable by you 10 weeks before the start of your holiday. For bookings made within 10 weeks of the holiday start date you must pay the full amount at the time of booking. We do not accept cheques.

Caley Cruisers Ltd reserves the right to cancel a confirmed booking if any payment due has not been received at the agreed due date. Cancellation charges apply as laid out in condition 6 of these Terms & Conditions of Hire.

5. Changes by You.

At our discretion, and up to 10 weeks before the holiday start date, you may change your boat class within the same calendar year (subject to availability) or you may transfer your booking to someone else or another party (introduced by you) at any time, providing you notify us. Additional charges may be applicable.

6. Cancellation by You.

You must contact us immediately if you have to cancel your booking, and on the same day send us your cancellation request in writing (email acceptable), including your booking reference number (ideally with a copy of the booking confirmation we sent you). Your cancellation is effective from the date we receive your written confirmation from you, which will be acknowledged. For advance bookings, i.e. bookings taking place in the season after the current one, we guarantee you an unconditional refund of the deposit if you have to cancel (for any reason) any holiday booked to be taken after the end of the current season onwards, provided you cancel by the 15th December (of the year prior to the booked holiday).

If you have to cancel after the 15th December, cancellation charges will be applicable as set out in the following table.

Period before scheduled arrival date within which written cancellation notification is received	Cancellation charges as a percentage of the Hire Charge
More than 70 days	Loss of Deposit
70 – 43 days	50%
42 – 29 days	70%
28 – 0 days	100%

7. Age restrictions.

Bookings from persons under the age of 21 cannot be accepted.

8. Boat Handover.

A free demonstration is given to you at the time of handover. Whenever possible, the person responsible for the booking must be present. Caley Cruisers Ltd would like as many crew members as possible to participate in the safety training, but a minimum of 2 fit & able adults (21+) is required. If not all party members are able to attend the safety training, you must inform the boatyard prior to arrival.

9. Damage, Breakdown and Defects.

No responsibility will be accepted by Caley Cruisers Ltd for loss of time or expenses occurred through accidental damage to the boat while it is in your charge. We cannot accept liability for loss, damage or expense which occurs as the result of any defect or breakdown occurring during your cruise unless caused by proven reason of the boat operator's failure adequately to maintain the boat in a fit state and condition or caused by the acts or defaults of Caley Cruisers Ltd or its employees. Any defect or breakdown must be reported immediately to Caley Cruisers Ltd during your cruise, so that steps can be taken to repair the boat or remedy the service. (It is unlikely that incidents of this nature will arise as every boat is thoroughly checked before the start of each cruise.)

10. Accidents.

Included as part of the hire cost is the Collision Damage Waiver, this means you have fully comprehensive cover in the event of accidental loss or damage to your boat, its equipment, or if you, for example, accidentally damage another vessel or mooring etc. or injure a third party (£5 million limit on liability cover). However, you have charge of 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 Caley Cruisers Ltd for loss of time or the cost of 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) Find out the name of the other boat involved together with the name of the owners and hirer and any persons involved.

(b) Report these facts, together with the extent of the damage, to us as soon as possible.

No repairs may be put in hand without the permission of Caley Cruisers Ltd.

11. Smoking.

Smoking is not permitted inside any of our vessels, including enclosed canopy areas on deck, and a charge of £200 will apply should it be evident that this policy has been breached.

12. Your Fuel & Security Deposit.

A £500 fuel & security deposit is applicable for all bookings and must be settled with a credit card pre-authorisation in advance within 7 days prior to your scheduled arrival. The charge for fuel used during your cruise will be settled at the end of your holiday. The average weekly fuel consumption across the season is approx. 150 - 200 L for the larger vessels and 110 - 140 L for the smaller vessels. Additional charges will be made if the vessel is returned late, dirty, smelling of smoke (see condition 11), with damage caused through negligence by you, or any member of your crew (including where the person concerned is under the influence of alcohol, drugs or any similar substance) or any failure by you to comply with our Safety Briefings or these

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You as the hirer are also liable for any cost which incurs if Caley Cruisers would have to recover your hire boat if you abandon the vessel for any reason along the cruising area.

13. Canal Fees.

A canal fee applies for all hire vessels on the Caledonian Canal and the Lochs and is payable with your balance of hire. This will allow access to all Scottish Canals transit pontoons and jetties, passage through all locks and bridges within the cruising area and access to all Scottish Canals toilet & shower facilities. The fee will also include berthing in Urquhart Bay Harbour on Loch Ness. If you have to cancel your holiday for any reason after the full balance payment has been made, the canal fees will be refunded to you accordingly.

14. Linen/Towels.

Linen and towels are provided free of charge.

15. Layout Plans.

The layout plans in this brochure are for general guidance. They are not to scale and alterations during building may occur. Some boats in classes have minor variations. Some boats have steps which may not be shown on the plan. If there are infirm crew members in your party or if any crew members have a disability, you should enquire as to the suitability of your boat when booking.

16. 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 interior may be different in colour from the photograph.

17. Obeying the Waterways Rules.

You must observe the Navigation Authorities by-laws, including in particular the rule that you must not navigate after sunset or before dawn and your speed must not be such as would inconvenience or endanger other users of the waterway or cause erosion of the canal banks. 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 undertaken incorrectly. 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, canoes, surfboards, dinghies, TV sets, electrical or gas appliances or medical equipment may be taken or used aboard without the express prior permission of Caley Cruisers Ltd.

18. Availability.

Your booking is accepted on the basis that your confirmed boat will be available for your use in accordance with these Terms & 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. If your booking has to be cancelled (which we have the right to do) we will offer to transfer your booking to another date or vessel or offer a full refund. We regret that we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

19. Refusal of Hire.

We have the right to refuse to hand over a boat to any person who in our opinion is not suitable to take charge. In such cases all hire charges paid

will be refunded as quickly as reasonably practicable and there will be no further liability. In addition, Caley Cruisers Ltd have the right to repossess a boat at any time if we consider you, or any member of your party, to be unsuitable to remain in charge because of ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason, or because of irresponsible behaviour, which is causing, or is likely to cause, danger or disturbance to any other person(s) or damage to any property. In this situation Caley Cruisers Ltd will have no further responsibility or liability and no refunds will be made or expenses met.

20. Events Beyond our Control.

Unfortunately, events beyond our control can occasionally affect bookings. When reference is made to such events in these Terms & 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 the following:

- Destruction or damage of your boat (occurred during previous hire and which cannot 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 or events beyond our control.
- Mechanical breakdown or other mechanical or technical problems affecting your boat (which cannot be easily rectified before the start of your holiday).
- Cruising restrictions and/or canal closures imposed by Scottish Canals due to unforeseen required repair or maintenance of the waterway or adverse weather conditions.
- 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 holiday).
- Adverse weather conditions (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, pandemics, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

We regret that Caley Cruisers Ltd cannot accept responsibility or pay any compensation or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damages as a result of events beyond the boat operator's control. This includes any delays to and/or restrictions on cruising to which you may be subject (Caley Cruisers Ltd and 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 offer to transfer your booking to another date or offer a refund, as more fully described in Condition 18.

21. Your Pet.

We allow a maximum of 2 pets on certain boat classes. The charge is £50 per pet, per week (minimum charge £50). We recommend that if you are taking dogs, you should be able to lift them on and off the vessel as at many of the berthing locations along the cruising route dogs may have difficulties getting on and off. You must bring pet basket and blanket and ensure that your pets do not lie on the boat's bedding or

inside seating. If extra cleaning is required, or damage has occurred to the boat or any of its fittings, a charge will be made.

22. Assistance Dogs.

Registered assistance dogs will be accepted free of charge on our boats, subject to availability of suitable accommodation where pets are permitted.

23. Comments or Concerns.

You must notify Caley Cruisers Ltd of any shortcomings with your boat immediately so that remedial action, if appropriate, can be taken. For all complaints and claims, which do not involve personal injury, illness or death, we regret that it may affect our ability to investigate your complaint and may impact on the way your complaint is handled, **if you fail to notify us immediately during your holiday** and then write to us at Caley Cruisers Ltd, Canal Road, Inverness, IV3 8NF or email to info@caleycruisers.com within 28 days of the end of your holiday.

24. Your Vehicles.

Your vehicle, its accessories and contents are left at our premises entirely at your own risk. Caley Cruisers Ltd will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever, other than in the case of our negligence. **Large vehicles, such as motorhomes, caravans etc., may only be parked at our premises by prior arrangement, as there are only limited spaces available.**

25. Liability.

Except where otherwise specified in these Terms & Conditions of Hire, Caley Cruisers Ltd 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 our proven negligence. This clause does not attempt to exclude negligence or breach of statutory duty.

26. Personal Travel & Cancellation Insurance.

You are strongly recommended to take out your own Personal Travel and Cancellation Insurance for your holiday. Caley Cruisers Ltd cannot offer cancellation insurance.

27. Data Protection Policy.

In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements, we need to use the information you provide, such as name, address, phone number and email address. We take full responsibility for ensuring that proper security measures are in place in accordance with the data protection regulations to protect your information. The information may also be provided to security or credit checking companies or public authorities, such as customs or immigration, if required by law. However, we will not pass any information on to any person who is not responsible for part of your holiday arrangements. Please note: 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 persons. Your data controller is Caley Cruisers Ltd. You are entitled to a copy of your information held by us. If you would like to see this, please contact us in writing (email acceptable).

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