

## Terms and Conditions of Hire Shropshire Lady – Santa Cruises 2019

### 1. General

This is a legally binding contract between Lyneal Trust and the Party Leader. Lyneal Trust is also referred to as "Trust", "we" and "us".

The Party Leader is the person who signs the booking form. This person must be over 21 years of age, accepts and adheres to these terms and conditions and is responsible for ensuring all members of their party accept and adhere to these terms and conditions. The Party Leader is also referred to as "you".

### 2. Bookings and Payment

The booking form must be returned, and full payment for the total number of tickets requested on a Santa Cruise must be paid within 7 days of the provisional booking being acknowledged. A provisional booking is only accepted as a confirmed booking once the booking form has been duly completed, signed and returned to us and full payment has been made. Until the booking is confirmed, it can be cancelled at any time without prior notice. The contract exists between you and us once the booking is confirmed.

Bookings made less than 7 days prior to the Santa Cruise must be paid in full at the time of booking.

### 3. Your Party

Each Santa Cruise can accommodate up to a maximum of 12 passengers including no more than 2 wheelchairs of a standard size and 2 assistance animals per Santa Cruise. You will be advised if the maximum number of wheelchair users and assistance animals have been allocated at the time of your provisional booking.

The Trust will provide a skipper and crew who are responsible for the operation of the Lady and not for you or members of your party.

When booking the following details of your party must be advised:

- The name of the Party Leader
- The names of people in the party.
- The number of people with disabilities.
- The number of wheelchair users (maximum 2 per Santa Cruise).
- The number, names and ages of children.
- The number of assistance animals to be on board (maximum 2 per Santa Cruise).
- The name of each person who has any special requirements including dietary and/or medical condition

**Please be aware that although the Shropshire Lady has a number of adaptations, the boat is not adapted to cater for every disability and medical conditions. If any member of the party has a disability or medical condition this should be explained on the booking form and the Party Leader should bring it to the attention of the booking coordinator.**

**Please note that any person you have indicated on the booking form to have any dietary requirements including allergies will not be served any refreshments. It is the Party Leader's responsibility to bring the person(s) who**

**have dietary requirements including food allergies to the attention of the Santa Cruise Skipper and Cottage Coordinator on the day of the Cruise. It is suggested that you may wish to bring your own refreshments for those persons including crockery and cutlery. The Lyneal Trust cannot guarantee the elimination of any allergen cross-contamination.**

It is essential that your party contains sufficient numbers of able people to ensure safety at all times. The Trust requires your party to observe the following responsibilities:

- There must be one person who is in charge of the party.
- The person in charge must be familiar with the appropriate safety rules and ensure that members your party follow them.
- There must be sufficient people who are not disabled in any way to care for those who are disabled.

The Trust reserves the right to cancel any booking where an inadequate proportion of carers to disabled persons occurs and/or where the responsibilities outline in Section 8 are not adhered to and where the Trust's Skipper believes that it is unsafe to continue (this might for example include weather conditions, condition of the vessel or passenger behaviour). In the event of such cancellation, the Trust will be entitled to retain the costs of all tickets but no liability will be accepted for any expense or consequential damages or costs howsoever incurred by any member of your party in consequence of the cancellation.

#### **4. Insurance**

The Trust insures the boat and its equipment and inventory against public liability risks. The Trust's insurance does not cover personal accidents or loss of damage to personal effects. You and your party are advised to take out their own personal insurance cover.

You will indemnify the Trust against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or default of you or any member of your party.

The Trust reserves the right, at our sole discretion, to require reimbursement from you of any repair or other costs howsoever arising caused by the actions or inaction of you or any member of your party. You shall pay us any such repair or other costs within 14 days from the date of our account rendered, failing which we shall at our discretion, charge you interest on the outstanding debt at the commercial rate of Barclay's Bank plc +4%. Should we receive from insurers any reimbursement in respect of the damage for which you have reimbursed to us, we shall re-pay such proportion of the monies forthcoming from the insurers to you as in our entire discretion we consider reasonable. You shall be responsible for the uninsured excess of £250 in any event.

#### **5. Your Party's Property**

Parking within the Wharf is restricted to unloading and loading only and all vehicles should be moved to the Trust's car park.

Vehicles may be left in the Trust's car parks at the vehicle owner's risk. The Trust will be under no liability for any loss of or damage to vehicles or contents of yours or other people's property on the boat or elsewhere or howsoever caused except by the Trust's negligence or that of those for whom the Trust is responsible. You and your party are particularly advised not to leave any valuable or portable items in the vehicle.

The Trust shall take such action as may be necessary to silence car alarms in the Trust's car parks and to recover the costs from the vehicle owner.

The Trust takes no responsibility for the personal possessions of yours or members of your party.

The Trust may return property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the date of the Santa Cruise will be disposed of by the Trust.

#### **6. Assistance animals**

A maximum of 2 assistance animals are allowed per Santa Cruise trip and is subject to the Trust's agreement.

(Registered assistance animals will not be charged for.) All animals must be house trained, and the number and type of animal must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Animals must not be left unaccompanied in the Shropshire Lady at any time and must not be allowed on the furniture. You shall be liable for all damage caused any guidance dog belonging to you or a member of your party.

The Trust cannot be held responsible for any accident or injury to an animal during the trip.

All assistance animals must be recorded on the booking form.

## **7. Wheelchairs**

Whilst every effort has been made to make the boats accessible to people in wheelchairs the maximum size that can be accommodated is a wheelchair with a width of up to 28" (71cms). No mobility scooters will be allowed on the Shropshire Lady.

No wheelchair which weighs more than 200kg including the user is permitted to be used on board the Shropshire Lady.

## **8. Your Responsibilities**

You and your party must behave at all times with due consideration for other passengers, waterway users, and local residents. Local waterway rules and regulations must be observed at all times.

You and your party must use the path that runs parallel to the lane to access the Wharf to board the Shropshire Lady.

You must not take on or have on the Shropshire Lady, without the Trust's prior written permission, any dinghy, canoe, kayak, bicycle, lighting equipment, television set, electrical appliances, inflammable liquids or substances, gas cylinders, barbeques, car batteries, firearms, hoists, or any other equipment which may cause danger or hazards.

Smoking is not permitted at any time on board the Shropshire Lady. Candles are also not permitted.

The toilet must be kept in a clean and sanitary condition. It is essential that no items be flushed into the toilet, such as disposable nappies, wet wipes, sanitary towels, tampons and/or applicators. Only 2 ply toilet tissue may be used and will be provided. If the toilet becomes blocked the Trust reserves the right to charge you up to £150.

You and your party should make every effort to keep the Shropshire Lady and Wharf Cottage and all contents in the same state of repair and condition as at the start of the Santa Cruise trip. Any accidental damage or breakages should be reported to the Trust prior to departure. The Trust retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the Trust) will not be charged for.

Children and vulnerable adults must be supervised at all times.

## **9. Marketing Material**

The specification of the Shropshire Lady, Wharf Cottage, facilities and equipment in marketing material is intended as a general guide, but the Trust shall not be liable in the event of any differences in the Santa Cruise supplied and reserves the right to make modifications.

The Trust reserve the right to change the Shropshire Lady's specifications without prior notice.

## **10. Exemption**

The Trust shall not be liable for any matters arising from any cause beyond the Trust's reasonable control or not due to the Trust's negligence or willful default including (without limitation) death or personal injury of you or any member of your party, loss or damage to property, non-fulfilment or interruption of the booking or delays,

breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel or in respect of any consequential loss, damage, expense, injury, or claim. You and members of your party should consider taking out personal holiday insurance cover.

#### **11. Complaints**

Every endeavour is made to ensure your Santa Cruise with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of you to make any such problem known to the Trust's Santa Cruise Skipper or Cottage Coordinator immediately it becomes apparent, thereby giving us the opportunity to correct the situation. We will make every endeavour to rectify any identified problems as soon as is reasonably possible.

The Trust shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the Santa Cruise, as the boat and Wharf Cottage may have been used for another purpose and not be available for inspection.

#### **12. Cancellation**

Cancellation of the booking by you should be made in writing and addressed to us and, if within 1 week of the Santa Cruise booked, the cost of the tickets will be forfeited.-

#### **13. Disputes**

Any dispute, difference or question which may at any time arise out of the booking contract may be referred at the Trust's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Birmingham Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

#### **14. Jurisdiction**

The contract between the Trust and you shall be deemed to have been made in England and shall be governed in all respects by English law. You shall submit to the jurisdiction of the English courts provided that the Company and the Trust at their option may bring any legal proceedings against you from courts in any other country.

#### **15. Waiver**

No indulgence, forbearance or delay by the Trust shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

#### **16. Privacy**

The handling and collection of any personal customer data is processed in accordance with local law and is not sold to third parties.