

Calcutt Boats Training Terms and Conditions

Applicable to Training Courses shore based, afloat or Holiday Training Packages

- 1. Terms and Times.** Charges are inclusive of VAT, subject to change if the VAT rate changes. Course arrival times will be detailed in your *Course Joining Information*. Late arrival may result in you not being able to complete course or you may not be able to join the course if it has already begun. If you are taking part in a Holiday Training Package, you may moor above or below the Calcutt Lock Flight during your course/trip, but not at our wharf overnight without prior agreement. Return times on the final morning of your Holiday Training Course are 8.00am to 9.00am. Boats should be returned in a clean and tidy condition, or a charge may be made for the extra resources needed to service the boat or cope with a late return.
- 2. Confirmation of a Course Booking.** A contract is constituted once the confirmation e-mail for your course or Holiday Training package is sent.
- 3. Payments.** On booking a shore based or training course afloat, full payment is required to reserve your course place. For a Holiday Training Course Package either full payment or a Booking Deposit of £100 may be taken. If only a deposit is taken, the balance will be invoiced, and the final payment must be received by us 30 days before joining your course.
- 4. Layout Plans.** Brochure or website boat layouts are for general guidance only. They are not to scale and sometimes differences do occur between boats in a class, or modifications to the accommodation during refitting may occur.
- 5. Cancellation.** If you must cancel your course, notify us immediately by e-mail and by telephone. If you are booked on either a shore based or course afloat we shall endeavour to offer you a place on a future course. If you are unable to attend a future course and your cancellation has been made more than 30 days before your course dates, you may claim a refund minus a 10% administration fee. If you have booked a Holiday Training Package and we are notified more than 30 days before your holiday was due to start you will only forfeit your Booking Deposit or its equivalent if you have paid in full. If we are notified 30 days or less before your holiday was due to start you will remain responsible for payment of the full balance due. *It is strongly recommended that you take out Cancellation Protection cover.*
- 6. Instruction.** For courses afloat your boat remains under the supervision and insurance cover of your instructor and Calcutt Boats. If you are taking part in a Holiday Training Course Package, you will be responsible for the boat and its equipment once your training course is complete – following your instructor handing the boat over to you.
- 7. Delays & Limitations.** No responsibility will be accepted for any loss or expenses occasioned by accidental damage or breakdown after our hand-over. We will render prompt advice or assistance 9.00am to 5.00pm for any problem (01926 813757). Outside these hours emergencies will be dealt with as expeditiously as possible - refer to the boat manual for details. We will not be responsible in any way for abnormal conditions which may affect cruising and reserve the right to restrict your cruising area if unusual or hazardous conditions prevail. You may not order repairs or replacements to the boat or its machinery without our consent. Under some circumstances this may be given.
- 8. Accidents.** Follow the handover of your boat on a Holiday Training Package you have charge of the boat. Children may not take control of the boat without close supervision from an experienced adult. In case of an accident, damage to the boat, or to another craft or property, it is your responsibility to get as much information as possible, particularly details of another craft, and to report those details to us by telephone as soon as practically possible, and to hand us a written report with diagrams/photos on your return.
- 9. Waterway Bylaws.** You must observe the relevant navigation authority's bylaws - in particular, do not cruise after sunset or before sunrise, do not exceed the canal speed limit of 4 mph, and when moored do not run the engine between 8.00pm and 8.00am. Drinking and boating could expose you to several criminal offences, including the offence of Drunk and Disorderly.
- 10. Restrictions.** You must not tow another boat. No equipment which could prejudice your safety, or our boat may be taken on board. This includes weapons, heaters and any electrical device which could damage the boat's electrical circuits.
- 11. Company's Rights.** We reserve the right to refuse to hand over the boat to any person who, in our opinion, is not suitable to take charge. In such cases, all hire charges paid will be refunded in full and all liability of the hirer and the operator shall thereupon cease. We reserve the right also to repossess boats from unsuitable hirers.
- 12. Boat Availability.** We accept your booking on the understanding that, should the boat not be available in any circumstances, and we cannot provide a suitable alternative, you will accept in full and final settlement the return of any booking payment you have made and will make no claim upon us.

13. **Force Majeure.** Calcutt Boats shall not be in breach of the booking agreement or otherwise liable for any failure to fulfil its obligations if such failure results from events, circumstances, or causes beyond its reasonable control.

14. **Own Boat Training.** When Calcutt Boats is conducting training aboard your Own Boat, it is the owners responsibility to ensure that the boat is fully BSS certified and insured. Calcutt Boats cannot be held responsibly for the condition and functionality of your boats engine and systems. If our instructors do not feel the boat is sound and safe to train on they may require the course to be postponed until the boat meets all safety requirements and safety standards. Any training course that is unable to commence or be completed due to mechanical or systems failures, either before or during the courses will incur additional charges if rescheduled.

15. **Shortages & Shortcomings.** On a Holiday Training Package, you must notify us of any shortages on your boat on your arrival day so that they can be corrected. No claim will be considered when not so notified.

16. **Cars, Trailers, etc.** If you leave your car with us whilst you are away, you must also leave a set of keys with Reception. In these circumstances the car is insured by us against loss or damage sustained from our negligence. For other losses and/or damage you should make sure that your own insurance policy covers you.

17. **Extra Charges.** You are normally allowed to bring your cat or dog with you on the strict understanding that under no circumstances may they lie on the bedding or seats. The first pet is free. Any further pets will elicit a charge of £30 each. You must bring your own pet blanket or basket. Your pet must not be left unattended in your boat or elsewhere. If extra cleaning of our boat is required after your holiday because of your pet, a charge may be made.

18. **Liability.** Except where otherwise specified, Calcutt Boats 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 the proven negligence of ourselves or our employees or agents. You are strongly recommended to take out Personal Holiday Insurance if you are taking a Holiday Training Package.

19. **Damage Waiver Payment**

A Damage Waiver Payment of £60 is included in your course fees for all courses afloat and for Holiday Training Packages. The Damage Waiver Payment offers full cover in the event of loss or damage to your boat or its equipment except where any loss and/or damage is caused by a deliberate or irresponsible or negligent act or omission of you or any member of your party, or any failure by you to comply with the Conditions of Hire. In this case Calcutt Boats Ltd has the right to make a charge to cover the loss or damage.

20. **Navigation Authority Charges**

You are responsible for any charges made by the waterway authorities if you cause loss of water or damage to their property. You must pay any such charges in full. They are not covered by your Damage Waiver Payment and are payable in addition to any other deductions from your deposit (regardless of how they are caused) even if the amount of your deposit is exceeded as a result.