

Holiday Cancellation and Curtailment Protection

Unforeseen circumstances sometime result in a holiday cancellation, or problems whilst you are on holiday may result in curtailment of your holiday. Fortunately, this happens in only a minority of cases but unless some form of cover is offered it can be very expensive for the unprotected holidaymaker. Therefore, included in the hire fee is Union Canal Carriers Holiday Protection Plan.

Changes If you want to change any detail of your confirmed booking, we will do our best to make the changes. However, we must receive your notice in writing by post or email. We may agree to accept notice over the telephone, but this should be arranged with us first. You may be asked to pay us an administration charge of £31 (£42 for overseas bookings) for each change.

Full cancellations If you have or want to cancel your booking after it has been confirmed, you must phone us on 01788 890784 and email **us** bo@unioncanalcarriers.co.uk as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking, our confirmation by email will confirm receipt of your cancellation. Depending on your reason for cancellation, you may receive a refund of all money you have paid to us for your booking (apart from booking fees, bank charges and, if it applies any amendment charges). We will also charge a cancellation administration fee of £53 per boat. The conditions on making a refund only apply if the cancellation applies to all members of your party. All prices are for the entire boat and not on an individual basis. Under your contract with Union Canal Carriers, to be considered for a refund you must have one of the following reasons for cancellation and must produce any evidence we ask for within 12 months of the date of cancellation: • Illness or pregnancy (we will need to see medical evidence that you or a member of the party is not fit to travel). We will not refund for pregnancy if the relevant person was pregnant before the booking was made. And, we will not make a refund if the woman is due to give birth within 14 weeks of the arrival date home. • Death. • Redundancy (as long as the employment has been continuous with the same employer for at least two years). • Jury or witness service (in a court of law). • Illness or death of a close relative (a close relative is defined as a husband, wife, civil partner, partner, son or daughter, son-in-law or daughter-in-law, parent, mother-in-law or father-in-law, grandparent, sister or brother, fiancé or fiancée). • Your home is damaged and cannot be lived in because of a fire, storm, flood, subsidence or malicious damage. • The police have asked you to stay at home, following a burglary at your home or place of business, during the period of your trip or within the seven days before this. • You are in HM Forces and are posted unexpectedly or have leave cancelled if you are in the police (unless you can recover the cost of the lost trip from any other source). • You are placed in quarantine. Please note that all of the above reasons must have arisen after you made your booking and must not have been within your knowledge at the time of booking. This particularly applies to pre-existing illness. You may also receive a full refund if you cannot reach your holiday destination due to snow or flood conditions or due to being involved in an accident while on the way there. (This only applies if you have made every effort to try to complete your journey. You will need to produce evidence from the police, or Highways Agency.) We will ask you to fill in a cancellation form which may need signing by a medical practitioner or employer. In this case, we may need you to give us more information from other people (we will tell you at the time). The following reasons for cancellation do not qualify for a refund as set out above: • Suicide or attempted suicide; • deliberate self-injury; • the effect of alcohol or drugs; or • any other reason we have not specifically referred to. If the reason for cancellation does not fall within one of the qualifying reasons, for example, you do not want to travel, your leave has been cancelled by your employer (other than HM Forces or the police) and so on, you will have to pay a cancellation charge based on the number of days before the arrival date when we receive your notice of cancellation, as shown in the table below. This means that if you have paid the balance of your total booking cost and then have or want to cancel, you may receive a refund of part of the cost. However, if you have not paid your total booking cost, including the premiums for any personal travel insurance (if you have bought this), by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. The purpose of the table below: ‘total cost’ means the total cost of the boat accommodation, including any extra items. In addition to the cancellation charges below, you will still have to pay any booking fees, credit-card charges and administration fees for making any changes as these are non-refundable. If you have already paid the booking fees and administration fees, we will not refund these if you cancel.

Cancellation charges

|  |  |
| --- | --- |
| Period before scheduled arrival date within which we receive written notice of cancellation | Cancellation charges levied on behalf of owners as a percentage of total costs (but not amendment and credit-card or bank charges which are non-refundable) |
| More than 70 days | Loss of full deposit (including any balance of deposit due)\* |
| 43 – 70 days | 50% of total cost or full deposit (including any balance of deposit due whichever is greater) |
| 29 – 42 days | 75% of total cost  |
| 8 – 28 days | 90% of the total cost |
| 7 days or under | 100% full cost |

Party members

1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_7\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_8\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_9\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_10\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_11\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_12\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1st pet free - Extra pets are charged at £25 per holiday \_\_\_\_\_\_\_\_\_\_\_\_\_

Towel and Wi fi hire can be booked on the Arrival Advice form and paid for on arrival. Maps and canal guides are available on arrival or can be posted to you. Please contact the office 01788 890784

  **Your Choice of Boat/s**

**BOOKING FORM**

Please complete and send to

 BOTTOM LOCK • BRAUNSTON • DAVENTRY • NORTHANTS • NN11 7HJ

 PHONE RUGBY (01788) 890784 • FAX (01788) 891950

 [www.unioncanalcarriers.co.uk](http://www.unioncanalcarriers.co.uk) email bo@unioncanalcarriers.co.uk

|  |
| --- |
| Boat Name/s |

Day, Dates and Duration No. of Nights

|  |  |  |
| --- | --- | --- |
| From | To |  |

BLOCK LETTERS

Full name (Mr/Mrs/Ms/Miss) ........................................................................................................................

Address in full ....................................................................................................................................................

...................................................................................................................................................................................

Postcode ..............................................Email…………………………………………...........................................

Telephone No. ................................................ Mobile. ………...................................................................

Type of Party: Family, Friends, etc. ........................No. of pets 1s pet free of charge

Where did you hear about us: Internet Hired with UCC before Other .………..

I will be over 18 at the time of hire and I have read, understood, and agreed to be bound by your conditions of hire in your current brochure.

I give Union Canal Carriers Ltd. Permission to use contact details for booking related correspondence

Signed ............................................................................................. Date ..........................................................

**Payment Details**

Hire fee ……………………………………………..….………………………………

Deposit payment *(£150.00 per boat)* ……………..………....................................

Extra pets: Are charged at £25.00 each per holiday ……………………………..

**Payment Cheque Enclosed Deposit / in Full** ………..………………..…

**Cheque Payments** Please make cheque payable to **Union Canal Carriers Ltd**.

**Other payments accepted;**

**Debit and Credit Card -** please phone 01788 890784 with card numbers

**Bank Transfer -** Details will be supplied with email / letter booking confirmation

**CONDITIONS OF HIRE**

 **BROCHURE.** Descriptions of craft in our brochure are generally accurate, but the Company shall not be liable for any minor inaccuracies that may exist.

 **BOOKING.** A boat is not booked until the Hirers Full Name, Address and Contact details, together with the appropriate deposit, has been received by the Company, and its official Booking Confirmation Email issued.

 **BALANCE OF HIRE CHARGE.** The Hirer, upon making a booking becomes responsible for the whole of the Hire Charge.

 **DOGS.** One dog / pet is free of charge, a second pet is charged at £25 per short break or week

 **SETTLEMENT OF ACCOUNTS.** All payments to be settled by 56 days before the commencement of hire.

 **MINORS.** Bookings will not be accepted from Hirers under 18 years of age.

 **HIRE PERIODS.** Unless otherwise agreed in writing, cruises begin and end at the Company's base. The time for embarking and disembarking will be stated on the Booking Confirmation.

 **RETURN OF CRAFT.** Craft must be returned to base at the end of the cruise in a clean and tidy condition and vacated at the agreed time and place. The Hirer is responsible for allowing a sufficient margin of time for contingencies. The Company reserves the right to claim upon the Hirer for any expenses for which it is involved resulting from late return.

 **INSURANCE.** Insurance of the boat and its equipment, and against the Hirer's liability to other parties, is included in the Hire Charge. (Hirer's personal effects are not covered by this insurance).

 **NON-REFUNDABLE DAMAGE WAIVER.** A non-refundable damage waiver is paid within the hire fee. This frees the Hirer from liability for accidental damage to the boat, its fittings and equipment. It does not cover damage or losses caused by negligence on the part of the Hirer or the return of a boat in an unclean condition, which will incur an extra payment.

 **ACCIDENTS.** The Hirer must report immediately by telephone to the Company any accident to the boat or its

equipment, or to waterway property, whether other craft are involved or not and shall proceed as instructed by the Company. The Hirer shall not at any time admit any liability for any accident to any third party and shall not put any repairs into the hands of any firm without the Company's permission.

 **LOSS OF WATER.** The Hirer may be responsible for charges made by Waterways Authorities in respect of loss of water or other damage to waterway property arising through their own negligence.

 **NAVIGATION.** No boat may tow another, travel after dark, or navigate any tidal waters without the prior permission of the Company. The Hirer shall comply with instructions given to him by the Company or Waterway Authorities.

 **UNSUITABLE HIRERS.** The Company reserves the right to refuse to hand over a boat to any person who, in the opinion of the Company, 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 Company shall thereupon cease, the Company also reserves the right to decline to accept any booking without giving any reason.

 **AVAILABILITY OF CRAFT.** If due to circumstances beyond its reasonable control, the Company is unable to

provide the Hirer with a boat booked or a suitable alternative, the Company will refund all Hire Charges paid in full, but the Hirer shall have no further claim upon the Company.

 **HIRER'S PROPERTY.** The Company accepts no responsibility for loss or damage to Hirer's property whilst upon the craft or premises of the Company, however caused.

 **RESTRICTED CRUISING.** The Company accepts no liability in the event of cruising waters being restricted

through repair work, floods, drought or any other cause beyond the control of the Company.

 **BREAKDOWN.** The Hirer shall have no claim upon the Company because of any breakdown or failure of the boat, or its engine or equipment and, where such breakdown is caused by the negligence of the Hirer in failing to carry out instructions given to him by the Company, the Company shall have the right to claim upon the Hirer in respect of expenses involved in rectifying the matter.

 **FUEL.** Is included in the brochure price but subject to surcharge if the cost of fuel rises by 15% since December 2017