

**WINDSOR & MAIDENHEAD BOAT COMPANY TERMS AND CONDITIONS  
GROUP BOOKING CLIENTS – PART CHARTER ONLY 2016/2017**

**1. PAYMENTS**

£100.00 refundable deposit per booking with balance payable seven days prior.

**2. CANCELLATIONS BY YOU**

No cancellation charges will be applied to a regular Group Booking Client with whom credit arrangements have been agreed. Nevertheless, notice of cancellation should be given as early as possible and we reserve the right to withdraw future credit arrangements if a Client persistently cancels bookings less than seven days prior to the hire.

**3. CANCELLATIONS BY WINDSOR & MAIDENHEAD BOAT COMPANY**

3.1 We reserve the right to cancel your booking at any time and to provide you with a full refund. If our cancellation is made less than 14 days before the hire date for a reason other than those mentioned in paragraph 4.2 we will in addition pay you reasonable compensation.

3.2 Occasionally we have to cancel the operation of a vessel arising from circumstances beyond our control, the consequences of which we cannot avoid. Example are, riots, terrorist activity, industrial disputes, lock delays, natural disaster, fire or adverse weather or river conditions or other similar events. The risk of cancellation in these circumstances is yours and you are responsible for the full hire price notwithstanding cancellation. You are strongly recommended to obtain suitable insurance cover for such contingencies.

**4. ALTERATIONS BY YOU**

We will do our best to make any alterations you may require after confirmation has been issued subject to the payment of any increased costs relevant to the change. We cannot normally make any alterations less than 14 days prior to the hire date.

**5. ALTERATIONS BY WINDSOR & MAIDENHEAD BOAT COMPANY**

5.1 We will make every effort to ensure that vessels operate at agreed times but we reserve the right to vary operating times or to substitute vessels.

5.2 We also reserve the unconditional right, to refuse a booking, or to prevent a person from being carried in the event of conduct which is likely to cause distress, damage or annoyance to passengers, employees, property or to a third party.

## **6. CONDUCT ON BOARD THE VESSEL**

6.1 The skipper of the vessel shall be in sole charge throughout the duration of the hire and you and all members of your party will comply with the lawful commands of the skipper and his crew.

6.2 You and all members of your party must conduct themselves properly at all times whilst on board and must take account of their own safety and that of other passengers.

6.3 You will be liable to us for any damage caused to a vessel or any of its fixtures and fittings by you or any member of your party due to any unreasonable conduct or behaviour.

6.4 Neither you or members of your party may take on board any vessel any food, alcohol or other beverages, such items may only be consumed on a vessel if arranged by us. No musical or other entertainment is to take place on board a vessel unless also arranged by us.

## **7. SMOKING**

Windsor & Maidenhead Boat Company operate a non-smoking policy in line with the "Health Bill" in England and Wales 2007. This policy applies to all guests, staff and visitors on board the boats. No person may smoke anywhere on board any vessel engaged in a public sailing or group hire.

## **8. FREE PLACE FOR ORGANISER**

For trips booked from the group travel brochure, the group organiser can travel free of charge. This offer is limited and applies to groups of 40 or more. Only 1 free place per group. Offer does not apply to catering and has no cash value. Please request free place at time of booking – not transferable or applicable to private charter events or packaged trips.

## **9. PASSENGERS WITH DISABILITIES**

You should advise us in good time whether any member of your party has any medical condition or disability requiring any special care during embarking or whilst on a vessel. We will use every reasonable effort to assist such passengers but if we are not informed in reasonable time, we cannot be responsible for any inconvenience or costs which may arise if carriage of that person is refused.

## **10. MODEL RELEASE**

We occasionally take photographs of our boats and events on board which will inevitably include images of passengers. These images are used in our marketing material which includes brochures and our web site. The organizer agrees to allow us to use such images, we will not pay any royalties or fee. We will not take photographs or use images should the organiser object.

We will cease to use images should the organiser lodge an objection, however printed matter will remain in force for the life of the publication. Electronic images (on our web site) will be removed within 7 days should we receive any objection from an organizer. Please indicate by ticking the opt out box on the booking form should you object to photographs being taken. Windsor and Maidenhead Boat Company retain copyright on all pictures. You may apply to us for permission to use such images for your own use and distribution.

#### **11. LIABILITY**

Should you or one of the persons included in your booking suffer death, personal injury or illness arising out of an activity forming part of your hire arrangements, our liability to compensation will be limited by the provisions of the Merchant Shipping Act 1995 or any re-enactment or regulations made thereunder which permit operators of passenger vessels to limit their liability. We will only accept responsibility if there has been a fault on our part or our suppliers and the cause was not your own or the relevant persons fault. Details of these limits of liability can be obtained from our Head Office upon request. The maximum liability for any damages other than for death, personal injury or illness will be limited to the total price paid for the hire of the vessel.

#### **12. JURISDICTION**

All matters arising from your contract with us are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

#### **13. WMBC is a trading subsidiary of Berkshire Boats Ltd.**

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**Windsor & Maidenhead Boat Company**

**2 Cherry Tree Grove**

**Wokingham, Berkshire**

**RG41 4UZ England**

**Tel: 07594 013214**

**Mob: 07594 013214**

**Email: [info@wmbcboats.com](mailto:info@wmbcboats.com)**

**[wmbcboats.com](http://wmbcboats.com) 'cruising the Thames'**