

# 2012 Booking Form

Send to: Outdoor Travel Pty Ltd PO Box 286 Bright VIC 3741  
Tel: 1800 331 582 or (03) 57551743 • Fax: (03) 57501020

Travel Agent:

Please complete in BLOCK CAPITALS.

Mr	Mrs	Miss	Ms	Initial	Surname:
Address:					
Postcode:					
Day Phone:					
Evening Phone:					
Mobile Phone:					
Email Address:					
How did you hear about us?					

Experience? Y  N  Details:

Booking Reference:  Base:


Boat class:

Start Date:  Number of nights:

Names	First line of address	Postcode	Age if under 18
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Credit Cards)

Visa  Mastercard



- Please charge my initial payment to my credit/debit card now.
- Also please charge the whole of the balance (plus any additional items then due) to my credit/debit card account eight weeks before the start date of my holiday.
- Please charge the full cost of my holiday now.

Please state numbers of each in box.  
LAYOUT  DOUBLE BERTH  SINGLE BERTH

PERSONAL HOLIDAY INSURANCE: Tick 'Yes' if required Y  N

A Basic Boat Hire Price	<input type="text"/>
B Offers/Discounts claimed	<input type="text"/>
C Cancellation Protection Plan (4%)	<input type="text"/>
D Fuel deposit	<input type="text"/>
E Accidental Damage Waiver	<input type="text"/>
F Other	<input type="text"/>
G Other	<input type="text"/>
H Other	<input type="text"/>
I Other	<input type="text"/>
J Accidental Damage Waiver	<input type="text"/>
<b>HOLIDAY TOTAL</b>	

<b>PAYMENTS REQUIRED NOW</b>	Deposit 40%	<input type="text"/>	*
	CPP	<input type="text"/>	*
	Other	<input type="text"/>	*
	<b>DEPOSIT TOTAL</b>	<input type="text"/>	*

I DECLARE THAT I AM 21 YEARS OF AGE OR OVER. I AGREE TO BE HELD RESPONSIBLE FOR THE BALANCE SHOWN ON MY BOOKING CONFIRMATION. I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF HIRE IN THIS BROCHURE.

WHEN PAYING BY CARD I AUTHORISE THE COMPANY TO CHARGE MY ACCOUNT FOR THE PAYMENT SHOWN HERE. I ALSO CERTIFY THAT I AM THE PERSON BOOKING THE HOLIDAY AND THAT THE ADDRESS IS THE SAME AS FOR MY CARD ACCOUNT.

Signature  Date

Your Card Number

Valid From   Valid To   Issue Number  Security Code

Cardholders Name

# OUTDOOR TRAVEL PTY LTD / UK BOAT HIRE BOOKING CONDITIONS

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD and with their tour operators UK Boat Hire / ABC Leisure Group Limited and Subsidiaries and agents. It contains important terms designed to protect your interests. You should also read any 'General information' in the brochure, on the booking form or in the tour description:

## OUTDOOR TRAVEL'S RESPONSIBILITIES

OUTDOOR TRAVEL PTY LTD is a fully licensed travel agency and a member of the Australian Travel Compensation Fund. In Australia consumers have a right to compensation if services are not provided with due care and skill or if services are not reasonably fit for a particular purpose made known to the consumer. OUTDOOR TRAVEL PTY LTD, including the owners, officers and employees give notice that they act only as agents for the operators who arrange the services described in a brochure or on a website, email, printed sheet or flyer.

## YOUR RESPONSIBILITIES

Active holidays can be hazardous if you behave foolishly so don't take risks! In the interests of safety, you undertake to follow the advice of the tour operator, guide or representative; comply with any local codes of conduct; and act sensibly and prudently at all times. You also agree to indemnify OUTDOOR TRAVEL PTY LTD its owners, officers and employees for all losses and / or damage arising from any act or default on your part or the part of a member of your party.

You accept that it is your responsibility to ensure your travel papers (passport, driving licence, visa etc) are in order.

## ASSUMPTION OF RISK

You acknowledge with the completion of the booking form, by yourself or your representative, that the activities you propose to undertake, in addition to usual and risks inherent may have potential additional hazards including physical exertion, remoteness from medical facilities, weather extremes and limited evacuation facilities. These risks may include personal injury, disease or death, delays of whatever sort including transportation, loss or damage to property, equipment failure or the activity itself. You acknowledge that alterations to the scheduled itinerary or activity may be made as necessitated by weather, group size, road transport, land closures or illness.

You acknowledge that the enjoyment of these activities is derived in part from the inherent risks involved or in part from travel beyond the safety risks of life at work or at home. You acknowledge that these inherent risks are the reason for your participation and you assume all the risks associated with the activity or holiday.

## ACCEPTANCE

Your contract comes into effect once Outdoor Travel Pty Ltd have BOTH received your booking form and your deposit (or full payment in the case of a late booking) AND issued the confirmation invoice.

These conditions of booking and information set out the terms on which you contract with ABC Leisure Group Limited (the Company). The contract shall be governed by and construed in accordance with English law, being subject to the jurisdiction of the Courts of England and Wales. No variation shall be of any effect unless in writing and by the authority of the Company.

## DEPOSIT

A deposit of 40% of the hire cost plus cancellation protection plan fee plus damage waiver plus a fuel deposit per hire is required to confirm your booking. We recommend booking early to avoid disappointment. Receipt of deposit will be taken as an understanding by Outdoor Travel Pty Ltd and the Company that the participant has checked their confirmed travel arrangements and has read and agreed to the terms and booking conditions.

## FINAL PAYMENT

Payment in full must be completed no less than 100 days before travel. Some tours or tour operators may require payment earlier and this will be indicated with our confirmation invoice.

## PRICES

All prices for our boat hire / cruises are advised in Australian Dollars (AUD\$). Outdoor Travel Pty Ltd reserves the right to vary the cost of the cruise (with any appropriate taxes or fees) as is necessary for any reason including currency fluctuations, component cost increases, or changes to airfares. All prices are subject to confirmation from the Company. Once full payment has been received and paid to the Company, Outdoor

Travel Pty Ltd, its owners, officers and employees will not be held responsible for any services that were unable to be provided due to that particular component being unavailable.

### **GOODS AND SERVICES TAX (GST)**

Australian GST does not apply to international travel. Any service fees, courier, cancellation and amendment fees are subject to GST. We therefore reserve the right to vary the costing to incorporate GST where applicable.

### **LATE BOOKINGS AND AMENDMENT FEES**

A late booking fee of \$75 per file will be charged for bookings made within 14 days of departure. Should you need to alter your original reservations, due to extra administrative and communication costs incurred, there will be an automatic fee charged of \$75 per amendment or transaction. Additionally there may be cancellation fees levied by the tour operator or fees may be applicable where arrangements have been pre-purchased.

### **UK BOAT HIRE - CONDITIONS OF HIRE**

#### **1. DEFINITIONS:**

In these conditions and agreement:

'The Company' means ABC Leisure Group Limited and Subsidiaries who act as agents for Boat Owners.

'The Hirer' means the person or persons named on the booking confirmation. Where there is more than one Hirer they shall be individually responsible and liable under this agreement.

'The Boat Owner' means the person (corporate or otherwise) who owns the boat that is hired to the Hirer under the terms of these Conditions.

'The Conditions' means the conditions set out in this form

'The price' means the price for the booking set out in the booking confirmation

'The start date' means the date when the booking starts as set out in the booking confirmation

'The end date' means the date when the booking ends as set out in the booking confirmation

'The period of hire' means the period between the start date and the end date.

#### **2. BOOKING AGREEMENT**

The parties acknowledge and agree that the Company is acting as the agent of the Boat Owner and is authorised to enter into contracts with Hirers on behalf of Boat Owners and to collect payment from Hirers and to otherwise manage the hiring of boats to Hirers.

A booking is a legally binding contract between the Hirer and the Boat Owner. Submission of a completed booking form is an offer by the Hirer and the booking agreement is made only if and when the Company gives a written boat hire confirmation. Telephone bookings do not create legal agreements and any offer by the Company to hold a reservation is not legally binding except where the booking deposit is authorised by the Hirer by credit card when acceptance by the Company shall create the booking agreement though the Hirer shall also complete a booking form.

The entire contract between the Boat Owner and the Hirer is contained in these Conditions and the booking form and to the extent permitted by law no representations, terms, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. No agent, servant or representative of the Company has any right to alter or vary or waive any of these conditions. Nor is any such person authorised to undertake any liability whatsoever on behalf of the Boat Owner.

These conditions can only be varied with the written permission signed by a Director or the General Manager of the Company. The Hirer acknowledges that no statement or representation which may have been made by or on behalf of the Company or the Boat Owner induced the Hirer to enter into the contract and that any such statements or representations do not form part of the contract. Any liability of the Company or the Boat Owner and any remedy of the Hirer in respect of any such statement or representation is excluded save in so far as

liability in respect of any particular statement or representation may not be excluded by law. In accepting a booking, the Company's and the Boat Owner's responsibility does not extend beyond the provision of the boat and in particular there is no warranty that any particular route will be available for navigation during the period of hire. Where more than one boat is booked on the same booking form each boat shall be deemed to be the subject of a separate contract. Bookings for optional extras are taken subject to availability on the start date.

### **3. GROUP BOOKINGS, AGE LIMITS AND UNSUITABLE HIRERS**

The Hirer must be aged 21 years or over. Though there is no age limit for driving the boat, the Hirer warrants that whenever a person aged less than eighteen years drives the boat they will always be under the close supervision of a competent adult. Where a boat is occupied by a group comprising mainly young persons, the Hirer warrants that at all times a responsible person aged more than 21 years will be in charge of the group. The Hirer must provide on the booking form full details of all persons in their party.

The Company or the Boat Owner may at their discretion cancel any booking made in contravention of this condition before or at the start date. In this event any money paid will be forfeit and any balance payment will remain due unless the Company is able to re-let. If the Company is able to re-let the Hirer will remain liable for 15% of the price to cover administration expenses.

The Company or the Boat Owner may at their discretion cancel the booking and refuse to hand over the boat to any person or group who in its opinion is not suitable to take charge on the grounds of infirmity, ill health, disability, suspected influence of alcohol or drugs or who have failed to demonstrate a reasonable standard of competence following appropriate instruction in boat handling. In this event the Company will refund all monies paid for boat hire and the contract shall be discharged without further liability on either party. The Company or the Boat Owner may repossess the boat at any time if in the opinion of the Company or the Boat Owner the Hirer is unsuitable for the reasons given above or if the Hirer is not behaving responsibly or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.

### **4. CANCELLATIONS AND CHANGES**

The agreement including the payment terms is a legally binding contract and may not be cancelled or amended except as provided in the Conditions. Should the Hirer wish to cancel or amend the booking they must advise the Company immediately by telephone and at the same time send written confirmation by Recorded Delivery post. The Company reserves the right to levy an administration charge of \$100 for any alteration to a booking made by the hirer after it has issued a booking confirmation. In the event of a cancellation, the deposit will be forfeited and the hirer will pay the balance price on the due date. The Company may at its discretion waive the balance price if it is successful in re-letting the boat for the whole of the hire period minus CPP and 25% of the hire charge as an admin fee. It is therefore strongly recommended that the hirers protect themselves against cancellation liability by taking out cancellation protection. In the event of any claim being disallowed for any reason the hirer remains liable for the full hire charges. In the event of the operator being unable to re-book the boat the hirer will remain responsible for the full hire price unless covered by a cancellation protection scheme.

### **5. HIRE PERIOD, COLLECTION AND RETURN OF BOAT**

The hire period is as shown in the booking confirmation. The Company will endeavour to have the boat ready for the Hirer by 3pm on the start date. The hirer must notify the Company of any likely delay in arrival as soon as possible by fax or telephone. Before the Hirer departs with the boat the Company will give the Hirer such instructions demonstrations and trials as it thinks fit and require the hirer to check and sign for the contents, inventory and Boat Acceptance. In the event that the boat is not available because of circumstances beyond the Company's or Boat Owner's control the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall refund any payments made but shall not otherwise be liable and the contract shall be discharged. Substitution of a boat of similar accommodation will create a new contract between the Hirer and the Boat Owner of the new boat subject to all the terms set out in these Conditions and the booking form.

The boat shall be returned to the Company's hire base and be vacated in a clean and tidy condition no later than 9.30am on the end date. Hirers are responsible for ensuring that their cruising schedule allows time for unforeseen contingencies so as to permit their return and vacation of the boat by the scheduled time. Breach of this condition will incur a minimum additional charge of £50 per hour or part thereof paid locally. In addition, the Hirer will be liable for any extra costs and/or damages incurred by the Company and or the Boat Owner as a result of the boat not being available on time for the next Hirer. Where the Company has to recover a boat and return it to the base, the Hirer shall be liable for all the costs involved.

Where operational circumstances make it necessary the Company reserves the right to require the boat to

start from or return to a place other than its normal base of operation. In such circumstances the Company will where necessary provide transport to the original base.

## **6. PRICES AND PAYMENT**

Prices are inclusive of any United Kingdom Value Added Tax (VAT), which may be chargeable and are subject to any change in the VAT rate prior to the settlement of the price in full. The booking confirmation and booking statement are not VAT invoices.

Prices are in Australian dollars. The Hirer shall reimburse the Company on demand for any expenses incurred in the conversion of foreign currencies, bank charges, special clearance, re-presenting cheques, processing payments or otherwise in obtaining cleared sterling funds of the amount due on the due date. Payment is not made until cash or cleared funds have been received by the Company.

The booking deposit must be sent with the booking application and unless otherwise stated is 40% of the total price.

The balance of the price is due not less than 100 days before the hire start date. Time of payment shall be of the essence of the contract. For bookings made within 100 days before the hire start date payment in full must accompany the booking form.

Without prejudice to any other rights of the Company it may charge interest (both before and after any judgement) at the rate of 3% over the Company's bankers base lending rate on any monies due from the due payment date until the date of payment and interest shall accrue from day to day.

## **7. INSURANCES**

The Company insures the boat and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects. Hirers and their crews are advised to take out their own personal insurance cover. The hirer shall pay a compulsory accidental damage waiver amount per booking. Accidental damage waiver excludes damage arising from speeding, contact with a lock sill causing damage to the rudder, skeg or stern gear, TV aerials, chimneys, malicious or intentional damage to the boat. Also excluded is malicious or intentional damage to other boats and property and the late return of the boat and return of the boat in unclean condition.

The Hirer will indemnify the Company and the Boat Owner against all costs, damage, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer to the extent that they are not covered by the Company's policy.

The person making the booking warrants that **holiday travel insurance** will be taken out by **all persons** named on the booking form.

## **8. SAFETY AND OTHER RULES**

The Hirer agrees to comply with the following rules at all times for the health and safety of the persons on the boat and other persons and for safeguarding the boat and other property: -

Not to tow other craft or allow the boat to be towed except under professional assistance in the event of breakdown or emergency.

Not to cruise between sunset and sunrise. The boat is only equipped for cruising during daylight hours.

To observe all speed limits, not to race and not to cruise at a speed, which creates a breaking, wash or disturbs or inconveniences other waterway users.

Not to take or have on the boat without the Company's prior written permission any dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances, (other than razors) inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items, which might create dangers or hazards.

Not to use the boat for business purposes.

Not to allow on the boat at any time more persons than the maximum number of berths and under no circumstances more than 12 persons.

To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.

Not to take the boat to sea or on tidal waters

Not to have or carry any live fishing bait on the boat.

At all times to observe all byelaws, navigational limits or instructions and advice of British Waterways and other navigational authorities and the Company and their respective officers and employees.

To comply with any mooring restrictions and charges, and to be responsible of any fines levied for not doing so.

The Company and the Boat Owner reserve the right at their discretion without liability to restrict cruising areas or routes in the light of prevailing conditions.

## **9. ACCIDENTS**

The Hirer is in charge of the boat and is responsible for its safe navigation and return. In the event of any accident or damage to the boat other craft or the waterway the Hirer must: -

Obtain and record the name and registration number of the other boat and names and addresses of all parties involved including the other boat owners and other hirers.

Notify the Company by telephone immediately with full details of the accident including damage incurred.

**NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON.**

Not to carry out or have carried out repairs without the consent of the Company or the Boat Owner.

Obtain and follow the Company's instructions. In the event of an accident the Company may repossess the boat and the hiring contract shall then terminate without liability on the Company or the Boat Owner.

In the event that the Company's insurance cover is prejudiced or invalidated by any failure on the part of the Hirer to comply with the provisions of this condition the Hirer shall indemnify the Company and the Boat Owner in respect of all liability claims, loss, damage or expenses incurred.

The Hirer is liable for and shall indemnify the Company and the Boat Owner against any claim or charge made by any Navigation Authority for damage to waterway property or loss of water.

## **10. MAINTENANCE, REPAIRS, DAMAGE AND BREAKDOWN**

The Hirer shall take reasonable care of the boat, its equipment and contents, and shall return them at the end of the hire period in accordance with the Company's instructions and in good clean and tidy order and condition.

The Hirer shall notify the Company in the event of any breakdown, damage, theft or loss and shall provide the full details and comply with the Company's instructions.

The Hirer must not undertake or have undertaken any repairs, adjustment or service without the Company's prior approval. Any repairs or replacements by the Hirer without the Company's approval will not be accepted.

The Hirer shall be responsible for getting the boat off mud banks or any other grounding and for the removal of weeds, rope and other matter from propellers.

The Hirer shall notify the Company if any of these operations cannot be carried out without risk of accident or damage.

The Hirer shall have no claim on the Company or the Boat Owner as a result of breakdown or failures of the boat and its equipment or for any delays caused by repairs to the boat.

The Hirer shall comply with the Company's instructions; otherwise the Hirer shall be liable for any loss or damage incurred.

## **11. HIRER'S PROPERTY**

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

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

The Company may return hirer's 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 end date will be disposed of by the Company.

## **12. FUEL**

The boat is handed over ready fuelled but the cost of hire does not include the fuel consumed. A fuel deposit is payable 8 weeks before the start of your holiday. At the end of your holiday period the boat must be refuelled and any difference to the deposit paid will be refunded or charged.

The Boat Owner or the Company may make a fuel surcharge if there is any material increase of diesel or gas prices or duty.

Whilst water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility of the Hirer.

Where pump-outs are required to toilet tanks, the cost is the responsibility of the Hirer unless carried out at the Company's base.

## **13. PETS**

Pets are allowed on the boat but must be put on the booking form, and must be paid for. Hirers must provide their own pet baskets or blankets. All pets must be properly house trained or caged as appropriate, must not be left unattended, and must not be allowed on bedding or chairs. Pets are not covered under the Company's insurance policy and the Hirer shall be liable for the cost of any damage or extra cleaning required.

## **14. COMPLAINTS**

The Hirer shall check the boat its contents and equipment fully immediately after taking possession of the boat. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Company before the boat leaves the boat yard. The Hirer shall sign the Boat Acceptance form before departure and thereafter the Hirer is completely responsible for the boat, its equipment and its operation until it is handed back to the Company at the end of the period of hire. Any shortcomings subsequently discovered shall immediately be notified to the Company by telephone in order to give the Company the opportunity to take any necessary remedial action. The Company and the Boat Owner 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 hire period, as the boat may then have been taken over by another hirer and may not be available for inspection.

## **15. EXEMPTION**

The Company [and/or] the Boat Owner shall not be liable for any matters arising from any cause beyond the Company's [and/or] the Boat Owner's reasonable control or not due to the Company's [and/or] the Boat Owner's negligence or wilful default including (without limitation) death or personal injury of Hirers their crew and passengers, 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.

Hirers are recommended to take out personal holiday insurance cover.

## **16. BROCHURE, WEBSITE OR PROMOTIONAL MATERIAL**

The specification of boats, their accommodation, facilities and equipment in the brochure, on a website or in any promotional material is intended as a general guide but the Company [and/or] the Boat Owner or agents shall not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale and may have steps, which are not

shown. If the hirer's party includes any infirm persons the Hirer should make relevant enquiries at the time of booking.

The Company and/or the Boat Owner reserve the right to change boat specifications without prior notice.

#### **17. DISPUTES**

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Company'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 in England. 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.

#### **18. JURISDICTION**

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

#### **19. WAIVER**

No indulgence, forbearance or delay by the Company or the Boat Owner 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.

#### **20: PASSPORTS, VISAS AND HEALTH**

It is each member of your group's own responsibility to check that your passport, visa or health certificate is in order. We cannot accept responsibility for any delay or expense incurred through irregularities in your documents.

#### **ABC Leisure Group Limited**

Booking Office: PO Box 232, Worcester WR1 2SD

Registered Office: Scarfield Wharf, Alvechurch, Worcestershire B48 7SQ, UK

Registered in England No 2860394

VAT Registration No 641002792

For more information in Australia contact:

#### **OUTDOOR TRAVEL Pty Ltd**

PO Box 286, Bright, VIC 3741, Australia

Tel (03) 57510441

Licensed Travel Agent No 31102.

ABN 63 157 872 175.

Outdoor Travel Pty Ltd is a member of the Australian Travel Compensation Fund ([www.tcf.org.au](http://www.tcf.org.au)).