



Terms and Conditions for all 2019 bookings

BOOKING ARRANGEMENTS

- **BOOKING.** You are making a booking with DART (Disabled Afloat Riverboats Trust). The booking form and risk assessment form along with your deposit should be submitted to The Administrator, D.A.R.T, P.O. Box 6251 Newbury, RG14 9NE. A confirmation of booking will be issued. Provisional bookings may be accepted and held for **14 days** without paying a deposit.
- **PRICES.** D.A.R.T have a policy of not increasing prices mid-season.
- **WHAT IS INCLUDED IN THE PRICE?** Accommodation on a wide beam canal boat for the number of nights stated on your booking confirmation and all meals whilst on board.
- **WHAT IS NOT INCLUDED IN THE PRICE?** Transport to and from Great Bedwyn Wharf and any bedding.
- **BALANCE OF HIRE CHARGE.** Once a confirmation of booking has been issued the Customer is liable to pay the balance of the cost of the holiday within 14 days of receiving the final invoice
- **CANCELLATION BY THE CUSTOMER – WHO HAS TAKEN OPTIONAL CANCELLATION WAIVER.** The Trust operates an optional cancellation waiver scheme. For a modest charge (see booking form) the customer is insured. In the event of the hire being cancelled in writing prior to the commencement of the holiday due to the sickness, injury, death, jury service or witness call of a member of the hire party, then upon receipt of appropriate independent documentation acceptable to us, any hire charges already paid (but not the amount paid in respect of the cancellation waiver) will be returned and the Hirer will not be liable for any unpaid balance of the hire cost.
- **CANCELLATION BY INDIVIDUAL CUSTOMER – WITHOUT OPTIONAL CANCELLATION WAIVER.** If no cancellation waiver has been taken then the Trust must be informed by telephone and confirmed in writing, the following rules will be applied:
 - **Cancelling 60 Days before departure:** Upon receipt of advice the Trust will endeavour to re-let the booking. If the Trust is successful the cancellation will be accepted and any monies received (less an administration charge of £25) will be refunded. If the Trust is not successful in re-letting the Customer will lose their deposit.
 - **Cancelling 59-29 days before departure:** The Trust will retain the deposit and administration charge (£25) and return any other monies paid.
 - **Cancelling 28 Days or less before departure date:** No monies will be returned.
- **CANCELLATION BY THE TRUST.** The Trust reserves the right to cancel trips, this may be necessary for reasons beyond our control such as breakdown or damage to the boat, water shortage, closure of waterways, if fewer than 3 bookings are made, or if insufficient crew are available. In these circumstances all deposits and hire fees received will be returned and no further liability will be accepted.
- **ASSISTANCE DOGS, COMPANION DOGS AND OTHER PETS.** The trust regrets that these cannot be accommodated on trips where individual bookings are taken. Those who wish to take such help with them are welcome to hire a boat for themselves and a group of friends. If you need clarification please ask for a copy of the policy.
- **AGE LIMITS.** For safety reasons the trust regrets that it cannot take passengers under the age of 18 unless they are with a party booking a full boat trip. In this case they must be accompanied by a parent or carer who accepts responsibility for their safety. Please note children must be under the direct supervision of a parent or their carer at all times if off the boat or at locks.
- **LITERATURE.** All information, descriptions and diagrams provided by the Trust are accurate to the best of the Trust's knowledge. No liability is accepted for any discrepancies or omissions.
- **TRANSFER OF BOOKINGS:** The Trust accepts transfer of bookings from one passenger to another subject to the substitute passenger risk assessment being approved for travel. This does not apply to whole group bookings.
- **ARRIVAL TIMES ON DAY OF DEPARTURE.** You should ensure that your transport is arranged to meet the following departure and arrival times:
 - 3 Day holiday:** Arrive at wharf by **12 noon** on your arrival day. You will disembark on the final day at 12 noon please arrange collection for this time.
 - 4 Day holiday:** Arrive at wharf by **1 pm** on your arrival day. You will disembark on your final day at **08.30am** collection should be arranged for this time.
 - 7 day holiday:** Arrive at wharf by **12 noon** on your arrival day. You will disembark at the end of your holiday at **08.30am** collection should be arranged for this time.

Please note there is no flexibility regarding disembarkation times on the final day, the boat must be vacated at 08.30am to allow time for cleaning to take place in time for the next hirers.

You should arrange your own transport to ensure you to arrive and depart from the wharf as close to these times as possible, **please note that there are no public toilets available at the wharf or place to wait.** You will be notified if any change has to be made. Please ensure that any delayed arrival is notified to the Trip Manager as soon as possible.

CUSTOMER CARE AND BEHAVIOUR

- **PROVISION OF CARE:** The Trust is prepared to accept able clients who are able to carry out their own personal cares and who do not exhibit challenging behaviours. Customers coming without carers should be able to feed, toilet, wash and shave, dress and put themselves to bed. The Trust are happy to make arrangements for helping customers manage their money or take medication at the correct times, including initialing MAR sheets, but take no responsibility if money or valuables are lost or medication is not correctly taken. Other customers must bring a carer with them.
- **PROVISION OF CARERS:** Where groups of able people are accompanied by carers at least one carer must be provided for every three passengers.
- **PROVISION OF SPECIALIST EQUIPMENT AND CARE:** Customers coming with carers should take care to ensure that the Trust is made fully aware of any specialised equipment, dietary or other care needs. We will do our best to accommodate as wide a range of needs as we can but on some trips we may not be able to cater for everybody. If in doubt contact our administrator so that the particular circumstances can be fully discussed and appropriate advice given.
- **CHALLENGING BEHAVIOUR:** It can be difficult in the confined space of a boat to deal adequately with all but the mildest forms of challenging behaviour. We can usually deal with a lack of communication skills. If in doubt contact our administrator so that the particular circumstances can be fully discussed and appropriate advice given.
- **NURSING CARE:** The Trust is not able to offer **any** nursing care facilities.
- **RISK ASSESSMENT:** All clients must complete a risk assessment form, upon receipt of this form our Administrator will confirm if this type of holiday is suitable for their needs. **The Trustees have overall responsibility for the acceptance of all clients and all bookings are subject to their approval, their decision is final.** If you are in any doubt about the suitability of individuals for this type of holiday please discuss with our administrator.

CRUISE ARRANGEMENTS

- **TRIP MANAGER:** The Trust provides a trip manager who has overall responsibility for all aspects of a trip. If a problem arises during the trip that is not dealt with adequately by another crew member it should be referred, in the first instance, to the trip manager. If the response from the trip manager is deemed to be inadequate by the customer they should write to the Administrator within 7 days of the trip ending giving full details so that the matter can be resolved. Note that the trip manager may combine their duties with that of a skipper or crew member.
- **SKIPPER:** The Trust (or the boat supplier) provides fully qualified skippers who have overall responsibility for the safe running of a boat. It should not be assumed that the skipper will be available to assist with other duties.
- **CREW:** The Trust supply competent crew members to assist in boat operation, the maintenance of cleanliness and catering. It should not be assumed that the crew will be available to assist with other duties. Please note the boat may be crewed by an all-male crew all our crew are DBS checked
- **CRUISING ROUTES:** Routes are determined by the trip manager taking into account the need to pick up passengers at points other than the start point of the trip, prevailing navigation conditions and duration of the trip. Routes may be changed at any time without notice if these conditions should change.
- **RESTRICTED CRUISE:** The Trust accepts no liability and shall not be bound to make any financial adjustment in the event of cruising waters being restricted through repair work, floods, drought or fuel becoming restricted or rationed or any other cause beyond the control of the Trust. In the event of no cruising being possible the boat will be treated as a moored house boat and the hire charge reduced by one third. In the event of a boat breakdown and DART being unable to continue with the holiday we will make provision to transport all passengers back to Great Bedwyn or agree some other suitable arrangement. If the holiday has not commenced we will offer space on an alternative holiday if available or if not offer a full refund. There will be no further liability accepted
- **SLEEPING:** Both clients and crew sleep on board the boat in bunks. Please state on your booking form if you are unable to use a top bunk, we will do our best to accommodate your request. Please note there are NO individual cabins onboard. You should bring with you your own bedding, pillow and towels for showers as none is provided by the Trust.

HEALTH AND SAFETY AND OTHER LEGAL REQUIREMENTS

- **BUOYANCY AIDS:** Buoyancy aids are provided by the providers of the boats that DART uses and **MUST** be worn by all passengers as directed by the skipper.
- **EQUIPMENT:** Cutlery, crockery and cooking utensils are provided but **bedding, pillows and towels** are not provided.
- **INSURANCE:** All vessels used by the trust are insured against Third Party Risks. We hold £5million Employers and Public Liability Insurance held by Northern Marine Underwriters Limited, 8th Floor Walker House, Exchange Flags, Liverpool L7 3YL. Customers are responsible for providing insurance against the possibility of their having to cancel their booking within 28 days of the start of a trip, their own personal accident cover and cover for loss of personal effects.
- **ACCIDENTS:** All accidents to persons or damage to equipment must be reported immediately to the skipper on board the boat and recorded in the appropriate book.
- **POLICIES:** DART operates with a set of policies on Safeguarding, Health and Safety, Food Hygiene and Protection of Vulnerable people. Copies of these policies are available on request or may be downloaded from the web site.
- **DRUGS:** Illegal drugs are banned.
- **ALCOHOL:** Excess drinking is not permitted. Moderate use is at the skipper's discretion.
- **SMOKING:** Smoking is not permitted at any time inside any of the boats.
- **MEDICINES:** The Customer is responsible for the safe storage and dispensing of all prescription medicine they may use.

SHOULD YOU HAVE A COMPLAINT ABOUT YOUR TRIP

- **COMPLAINTS.** If you have cause for any complaint about the failure to perform or the inadequate performance of the contract or problem during the trip that is not dealt with adequately by another crew member it should be referred, in the first instance, to the trip manager. If the response from the trip manager is deemed to be inadequate by the customer they should write to the Administrator within 7 days of the trip ending giving full details so that the matter can be resolved. Note that the trip manager may combine their duties with that of a skipper or crew member. Any complaint must be advised to the office within 7 days of the trip finishing.