

## Booking Conditions January 2013

### 1. CONTRACTS.

A binding contract is only entered into when French Brothers Limited of Clewer Boathouse, Clewer Court Road, Windsor (French Brothers) and whether trading as French Brothers, Bray Boats, Thames Steam Packet Boat Company or Windsor Boats, has issued a Confirmation of Booking. This takes place after we have received either a completed and signed Booking Form and/or payment of the deposit. The person signing the Booking Form accepts responsibility on behalf of all members of the party.

### 2. PAYMENTS.

An initial deposit of £400 is required and should accompany your Booking Form. If booking is made less than 14 days before the hire date, the full amount is payable. Any balance is due 14 days prior to the hire date and if payment is not made in full we reserve the right to cancel the booking and to retain the deposit.

### 3. CANCELLATIONS BY YOU.

Cancellation by yourself must be confirmed in writing by the person signing the Booking Form. Cancellation charges will apply up to the maximum set out below. Please note that even if a deposit has not been paid, the organiser will still be liable to cancellation charges.

Period before date of hire within which written cancellation is received	Sum of cancellation charge shown as a percentage of total booking price
More than 30 days	Deposit.
Less than 30 days	50% of total hire plus full cost of any catering, entertainment or equipment specially ordered.
Less than 14 days	100% of total hire plus full cost of any catering, entertainment or equipment specially ordered.

### 4. Cancellations by French Brothers.

4.1 We reserve the right to cancel your booking at any time and to provide you with a full refund.

4.2 Occasionally we have to cancel the operation of a vessel arising from circumstances beyond our control, the consequences of which we cannot avoid. Examples 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.

### 5. 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.

### 6. Alterations by French Brothers.

6.1 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 if any of the events or conditions referred to in 4.2 apply.

6.2 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.

### 7. Conduct on board the vessel.

7.1 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.

7.2 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.

7.3 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.

7.4 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.

### 8. Conditions of sale of alcohol.

8.1 It is a criminal offence for a person under the age of 18 to attempt to purchase alcohol or consume alcohol on board any French Brothers vessel. It is also a criminal offence for a person to purchase alcohol for someone under the age of 18.

8.2 It is the responsibility of the organiser to ensure that all pre-ordered drinks that they have purchased are not given to persons under the age of 18 (see note 8.1). This is particularly important when the organiser requires wine to be placed on the table with the meal.

8.3 When there is an advanced order for wines, customers are required to order a specific amount. If there is a surplus at the end of the event, arrangements can be made to collect any unopened wines. We will only accept a maximum of 20% unopened wines to be returned after the event for credit.

8.4 No customer may bring any of their own drinks on board without express written permission from French Brothers. In doing so, the customer may be committing a criminal offence.

8.5 French Brothers reserves the right to refuse to serve alcohol to passengers that appear to be under the age of 18. Identification will be required for all passengers who appear to be under 21 years of age. The only acceptable forms of identification are a valid passport, Photo ID drivers licence, Warrant card, or I.D. card bearing the "pass" logo and hologram.

8.6 French Brothers reserve the right to refuse to serve alcohol to passengers who appear to be (or appear to be purchasing alcohol for persons who are) drunk, violent or abusive, or appear to be binge drinking. This also includes persons who appear to be purchasing alcohol for persons who are under the age of 18. No refunds will be given in respect of a passenger being refused alcohol when a drinks package has been selected.

8.7 Drinks packages. If the organiser selects a drinks package it is on the understanding that 100% of the party are to be provided for and as such we will not accept requests for drinks packages for only part of the party. No refunds are given in the event that confirmed passengers do not attend. In the event that additional guests beyond that which have been confirmed (subject to boat capacity and the discretion of the duty manager) are boarded then the organiser is responsible for all addition costs as appropriate.

### 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. 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.

### 11. Smoking.

French Brothers 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 as well as the bookings and ticket offices, shops, stores and all other enclosed areas owned or managed by French Brothers at Clewer, Windsor or Runnymede.

### 12. Complaints and disputes.

We welcome feedback from customers (good or bad) as it helps us to maintain / improve standards. Should the organizer be unhappy about any aspect of the event or trip, they should firstly notify the Skipper or Function Manager who will endeavor to rectify any problems. Complaints arising should then be notified in writing to the bookings office as soon as possible, no later than 7 days after the event. Failure to comply with this will indemnify French Brothers from the payment of any compensation.

### 13. Model Release.

We occasionally take photographs and video footage 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, DVDs 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 film or use images should the organiser object. We will cease to use images should the organiser lodge an objection, however media 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 images being taken. French Brothers retain copyright on all pictures. You may apply to us for permission to use such images for your own use and distribution.

### 14. 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.

### 15. VAT.

15.1 The per person party package price INCLUDES VAT. This is at an agreed rate and is usually less than the full standard rate because the boat hire element is currently zero rated. If VAT is applied to boat hire in the future – this cost will be passed on to the customer.

15.2 Prices of optional extras (such as pre-ordered wines and food etc.) are shown including VAT at 20% but will be adjusted in the event of a change in the VAT rate in the future.

16. Small boat charter (14 and 25 passenger rate).

16.1 The published rate is subject to small boat availability. When no small boat is available at the time of booking, you will be offered the next available boat for which the appropriate rate will be charged.

### 17 Credit card charges

We do not charge for visa debit card payments but we reserve the right to charge a fee of 2% for large payments when customers request to pay by credit card.

**French Brothers Ltd.**  
**The Clewer Boathouse**  
**Clewer Court Road**  
**Windsor**  
**Berkshire**  
**SL4 5JH**

**Email: sales@frenchbrothers.co.uk**  
**Tel: 01753 827346 / 851900**  
**Fax: 01753 832303**

# Booking form

Please post to (should fit a window envelope)

**French Brothers Ltd.**  
**The Clewer Boathouse**  
**Clewer Court Road**  
**Windsor, Berkshire**  
**SL4 5JH**



<b>OFFICE USE ONLY</b>
Job ref no
<input type="text"/>

**ORGANISER DETAILS:** Name \_\_\_\_\_

Company / Group name \_\_\_\_\_

Address \_\_\_\_\_

Invoice address (if different) \_\_\_\_\_

Email address \_\_\_\_\_ Fax \_\_\_\_\_

Telephone : Daytime \_\_\_\_\_ Evening \_\_\_\_\_

**HIRE DETAILS:** Date of trip \_\_\_\_\_ No. of passengers \_\_\_\_\_

Embarkation point \_\_\_\_\_ Time \_\_\_\_\_

Disembarkation point \_\_\_\_\_ Time \_\_\_\_\_

**PARTY PACKAGE REQUIREMENTS:** Party package description \_\_\_\_\_

No. of vegetarians \_\_\_\_\_

Any dietary requirements? \_\_\_\_\_

**BEVERAGE REQUIREMENTS:** Please quote exact quantities of drinks required i.e. no. of glasses on arrival & exact no. of bottles of wines to be ordered.

On arrival drinks \_\_\_\_\_ No. of glasses \_\_\_\_\_

Wines with meal (please give quantities) Red \_\_\_\_\_ White \_\_\_\_\_

Other requirements (i.e. Champagne for toast) \_\_\_\_\_ Time required \_\_\_\_\_

Or please select a drinks package \_\_\_\_\_

**BAR PAYMENTS:** Please specify (Cash or Account or Other) \_\_\_\_\_

**ADDITIONAL ENTERTAINMENT :** Disco  Jazz band  Casino  Murder Mystery

Other live band  (please specify) \_\_\_\_\_ Own entertainment  (please specify) \_\_\_\_\_

Decorations  (please specify) \_\_\_\_\_ Background music  Other  \_\_\_\_\_

Other information \_\_\_\_\_ Where did you hear about us? \_\_\_\_\_

**PAYMENT:** Cheque  Credit card  Amount £ \_\_\_\_\_

Credit card no. \_\_\_\_\_

Exp / Valid from / 3 digit security \_\_\_\_\_ Issue no \_\_\_\_\_

Email: sales@frenchbrothers.co.uk

Tel: 01753 827346 / 851900

Fax: 01753 832303

I agree to the terms and conditions overleaf, I am over the age of 18 & will pay the balance 14 days before the hire date

Signed \_\_\_\_\_ Date \_\_\_\_\_

Tick to opt out of model release of promotional photographs (see section 13 of booking terms)

Tick if you do not want to receive emails from us relating to special offers and promotions