

Terms & Conditions

The aim of these Terms & Conditions is to provide clarity, and protection for our guests and for us. Please read them carefully before booking, and be assured that nothing in the Terms & Conditions affects your statutory rights. References to "You", "Your" or "Yours" means the person making the booking request or the persons named in the booking confirmation. References to "us", "we" or the "Company" means **Andrew Kennedy and Steven Browning trading as Excalibur on the Thames**.

1. Reservation Enquiries and Booking Requests

- 1.1 To enquire or make a booking, availability can be checked by emailing excaliburonhethames@gmail.com or by calling +44 (0)7792 924820 or +44 (0)7846 115180.
- 1.2 When making a booking request, the following information needs to be provided:
 - Your telephone and email contact details
 - The date and type of event
 - Details of any relevant health issues or physical limitations of each guest
 - Details of any special dietary requirements or allergies of each guest if you are booking on board catering
- 1.3 The person making the booking request must be at least 18 years of age, and is acting for and on behalf of all of the persons named in the booking request, and accepts responsibility for advising such persons of these Terms & Conditions.
- 1.4 Children under the age of ten can only be accommodated on the understanding that there are two responsible adults for every child under the age of ten in the party who will take responsibility for the safety of the children while on board
- 1.5 Unfortunately, pets cannot be carried on the boat, with the exception of registered assistance dogs
- 1.6 Neither smoking nor vaping is allowed on any part of the boat
- 1.7 Any Special requests must be made at the time of booking, at which time we will be able to confirm or deny acceptance of the request. We will always aim to accommodate any special requests where possible.
- 1.8 Details of any dietary or medical problems or disabilities of any member of the party which may affect your stay with us must be provided at the time of booking. We will always aim to accommodate any special requirements, however we may not be able to accommodate all impairments due to restricted access and limited facilities..
- 1.9 A provisional or conditional booking is not binding and may be cancelled at any time before the booking confirmation is communicated to you.
- 1.10 Prices and details of each cruise or event are detailed on the most recent Facebook post or by email
- 1.11 Information regarding each cruise or event, places to visit, the boat and crew will be provided by email
- 1.12 Details of how to pay will be communicated at the time of booking.

2. Booking Confirmation

- 2.1. Booking requests become confirmed bookings when we communicate a confirmation to you and the booking deposit has been received.
- 2.2. When bookings are confirmed, a contract is deemed to have been made between you and us, and information given in good faith on the website or our social media pages will be deemed to have been accepted.
- 2.3. A booking deposit of 25% of the total cost is required at the time of the booking request and is non-refundable.
- 2.4. The full balance of your payment is due upon request, at least one calendar month before the cruise date.
- 2.5. Bookings made within one calendar month of the start date of the selected cruise or event must be paid for in full at the time the booking request is made.
- 2.6. The entire agreement between you and us is contained in these Terms & Conditions and the booking confirmation.
- 2.7. We reserve the right, at the time of booking, to correct errors in advertised or quoted prices.

3. Amendments

- 3.1. Any change in the numbers in your party which take place at any time after the booking confirmation has been issued must be communicated by email or in writing and approved by us. Please note that we are legally limited to 12 passengers.

4. Cancellations

- 4.1. We may cancel the booking in the following exceptional circumstances:
 - 4.1.1. Bookings by underage persons, school parties, youth groups, hen or stag parties, not specifically declared to and accepted by us at the time of booking.
 - 4.1.2. Non-payment of deposit or balance payments by the due date.
 - 4.1.3. Significant health problems of the crew
 - 4.1.4. Mechanical breakdown of the boat which cannot be reasonably rectified
 - 4.1.5. River closure or significantly adverse river or weather conditions

4.1.6. If circumstances adversely affect the safety of any person or property

4.1.7. Adverse circumstances beyond our reasonable control and planning

4.1.8. The unacceptable behaviour of a guest during a cruise or event, which in our sole opinion may cause danger to persons or property or may cause unacceptable annoyance to another person.

Provided that you have fully complied with your obligations as set out in these Terms & Conditions we will refund all monies paid for the booking, less a pro-rata amount for nights completed on a cruise, less an amount of compensation for cancellations under term 4.1.8 above, and the booking shall be discharged without further liability on us.

4.2. You may cancel your booking in accordance with these Terms & Conditions.

4.2.1. Cancellations must be advised to us at the earliest opportunity, confirmed by email, the date of receipt of which being deemed the cancellation date.

4.2.2. A cancellation charge equivalent to the sums paid up to the cancellation date will be levied by us, less a discretionary allowance based on us being successful in replacing the cancelled booking with another party.

4.2.3. In the event that the cancelled booking is replaced by a booking from another party, a full refund of all monies paid for the cancelled booking, less an administration charge of £200, shall be made.

4.2.4. We recommend that all parties obtain adequate holiday insurance covering cancellation, personal injury and damage or loss to personal property and luggage.

5. Joining and Leaving the Boat

5.1. Excalibur on the Thames will be available at the place, date and time shown in the booking confirmation

5.2. Late or delayed arrival at the start of a cruise or event must be advised by phone or email at the earliest opportunity. We may have to suggest options for joining the boat at a different location on the same day. We cannot be held responsible for any of your costs due to late arrival, and no reductions can be given.

5.3. We reserve the right to change the locations where you join and/or leave the boat, where such change is necessary for security, safety or operational reasons beyond our reasonable control. In such circumstances, if changes are made at very short notice, we shall make any additional necessary transport arrangements from the original location to the revised location for your party at our cost.

6. Safety and General Conditions

6.1. Safety rules and guidelines when on or around the boat must be complied with as directed by the crew. They have been designed for the safety and security of guests, crew and others.

6.2 While we make every effort to support guests with physical limitations, the boat is not suitable for the use of wheelchairs.

6.3. We cannot be held responsible for personal injury or death during the cruise unless directly caused by our negligence.

6.4. We make every effort to ensure the content of the website and other published material is accurate, but shall not be liable for any inaccuracies therein.

7. Contract and other items

7.1. The contract between you and us, referred to in item 2.2, shall be governed by the laws of England and Wales.

7.2. Only the parties named in the booking confirmation may enforce the Terms of the Contract. The parties agree nothing in the contract confers or is intended to confer any rights on any third party pursuant to the contracts (Rights of Third Parties) Act 1999.

7.3. Our total liability to you and any person claiming through you in respect of all claims which may arise under the Contract (other than in respect of claims for personal injury or death due to negligence on the part of us) shall be limited in aggregate to the total price actually paid by you to us in respect of the contract in question.

7.4. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.