



## CANCELLATION INSURANCE

Your booking confirmation constitutes a contract between you and Farncombe Boat House and holds you responsible to us for the hire terms if you cancel. You are automatically covered by our extensive Cancellation Plan as soon as we confirm your booking – your premium is included in your holiday price.

### (a) Cancellation for a Qualifying Reason

In this section some of the words and expressions used have specific meanings. These words are shown in **bold** letters at the start and their meanings are explained in the glossary below. You will be entitled to a refund (less the Cancellation Insurance Premium) and a waiver of responsibility for any balance payment due if you cancel at any time after we accept your booking and before you leave **Home** to start your **Holiday** (provided that everyone in your entire party cancels the Holiday and the holiday boat is left vacant) and your reason for doing so is any of the following:

- the death, bodily injury, illness or admission to **Hospital** as an in-patient, as certified by a **Qualified Medical Practitioner**, of you or any other person in your party; a **Partner**; or a member of your **Immediate Family**;
- compulsory quarantine of any person in your party or their travel being prevented by Government restriction following an epidemic;
- redundancy qualifying for payment under any applicable statute of any person in your party; which is notified to and received by you (or any person in your party) after your booking is accepted;
- **Hi-jack** of an aircraft or conveyance in which you/your party is travelling as a passenger;
- you or a person in your party being required for compulsory jury or witness service in a Court of Law in proceedings to be undertaken in the time between their leaving **Home** to start the **Holiday** and returning **Home** after the **Holiday**;
- Police advising against travel due to adverse weather conditions;
- Police requiring a person in your party to attend following theft at their **Home** or usual place of business; or
- damage rendering the **Home** of any person in your party uninhabitable, The calculation of the amount due is as follows;
- if you have paid your balance, we will refund your deposit and your balance less the cost of the premium and admin fee (amendment and credit card charges are non refundable).
- if you have not paid your balance, we will refund your deposit less the cost of the premium and admin fee (amendment and credit card charges are non refundable) and waive your balance due.

**You will not be entitled to any refund or waiver of responsibility for any balance payment due if the cancellation is due to any of the following:**

- **War**, whether declared or not;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
- any person in your party deciding not to travel, or if already left **Home**, deciding not to continue;
- any person in your party's loss of enjoyment of the **Holiday**;
- any accident to or illness of any person in your party's family pet;
- adverse changes in any person in your party's financial circumstances or unemployment other than redundancy as described above; or
- curtailment of the **Holiday** after a person in your party has left **Home** to commence the **Holiday**.
- adverse weather conditions and 'Force Majeure' as stated on the conditions of hire.

You will need to let us know immediately a cancellation situation has arisen and provide us with all the information and documentation and allow us to carry out any investigations we may reasonably require to assess whether you are entitled to a refund/waiver under our Booking Conditions.

#### Glossary;

- **Holiday** – any trip involving pre-booked travel or accommodation, devoted entirely to pleasure, rest or relaxation in the United Kingdom and booked through Waterways Holidays.
- **Home** – usual permanent place of residence.
- **Hospital** – any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where a person in your party is under the constant supervision of a Qualified Medical Practitioner.
- **Hi-jack** – unlawful seizure or taking control of an aircraft or conveyance in which a member of your party is travelling.
- **Immediate Family** – means the Partner, or the child, grandchild, brother, sister, Parent, or grandparent of you or a person in your party, or anyone noted as next of kin on any legal document.
- **Parent or Legal Guardian** – a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

- **Partner** – a spouse of, civil partner registered pursuant to the Civil Partnership Act of; or someone of either sex with whom you or a person in your party has been living as though they were their spouse for at least three months.
- **Qualified Medical Practitioner** – a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a person in your party or a relative of any such person, unless approved by Farncombe Boat Houses.
- **War** – means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

### Cancellation Procedure

If a cancellation situation arises for a qualifying reason, please contact Farncombe Boat House, Catteshall Road, Godalming, GU7 1NH. Telephone 01483 421306 immediately the cancellation situation has arisen and prior to the start of the Holiday as appropriate. Then confirm in writing and supply documentary evidence, including medical certificates where appropriate.

- All information provided to us must be complete and accurate
- You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause or if they are dishonest
- All certificates, information and evidence provided by you shall be at your expense
- You will be paid in £ sterling
- Your whole party must cancel, and the boat must be left vacant. If you need to curtail your holiday, you must return your boat to Farncombe Boat House before returning home.

### (b) Cancellation for a Non-Qualifying Reason

If you cancel for a reason other than one of those listed above before your balance of hire is due we will relieve you of the responsibility for payment of your balance of hire. However there will be no refund of your deposit or cancellation plan premium. Exclusions – see list in column 2 under non entitlement of refund.

### Cancellation Premiums per week or short break:

<b>Up to £900</b>	<b>£50.00</b>
<b>£901 to £1100</b>	<b>£75.00</b>
<b>£1101 to £1500</b>	<b>£100.00</b>
<b>£1501 to £1999</b>	<b>£125.00</b>
<b>over £2000</b>	<b>£150.00</b>

The premium for your Cancellation Insurance is included in your holiday cost. It is not refundable.

