

# Millennium Ribble Link 2011



## Ribble Link Application Booking Form -

(Please note that this application booking form must be received a minimum of 5 working days in advance of intended date of passage) [Application Forms](#) can only be accepted if fully completed. If forms are received incomplete it may delay your booking. [Please send completed forms to the address at the bottom of the form.](#)

**YOUR BOAT SAFETY CERTIFICATE & INSURANCE CERTIFICATE EXPIRY DATES WILL BE CHECKED ON BRITISH WATERWAYS SYSTEM. YOU WILL BE CONTACTED DIRECTLY AND A COPY REQUESTED IF THEY HAVE EXPIRED OR ARE DUE TO EXPIRE DURING YOUR TRIP**

**PLEASE USE BLOCK CAPITALS THROUGHOUT.**

### PERSONAL DETAILS

Name \_\_\_\_\_

Address \_\_\_\_\_

Post Code \_\_\_\_\_

Telephone (inc. area code) \_\_\_\_\_

Home \_\_\_\_\_

Mobile \_\_\_\_\_

No. of people expected to travel \_\_\_\_\_

Do you have: VHF  CB

### BOAT DETAILS

Name of Craft \_\_\_\_\_

Craft Licence No. \_\_\_\_\_

Narrowboat/Cruiser/Widebeam \_\_\_\_\_

Length metres \_\_\_\_\_

Beam metres \_\_\_\_\_

Draught (water) metres \_\_\_\_\_

Draught (air) metres \_\_\_\_\_

Engine Capacity \_\_\_\_\_

Home Mooring \_\_\_\_\_

### DATE OF TRAVEL

Please state dates of preferred travel (please note that We may not be able to accommodate You on Your preferred date(s)):

Initial Journey:		2nd Choice		Direction	
1st Choice	2nd Choice	From	To	From	To
_____	_____	_____	_____	_____	_____
Return Journey:		2nd Choice		Direction	
1st Choice	2nd Choice	From	To	From	To
_____	_____	_____	_____	_____	_____

Have you travelled the Link before? Yes  No

### SAFETY GUIDANCE

The passage to / from the Link involves the navigation of tidal rivers - Savick Brook, the Ribble and the Douglas. Guidance on minimum recommended safety equipment and navigation are outlined in the skipper notes. ***Please read these carefully. Please note that Skippers are responsible for ensuring the safety of their passengers, pets and craft at all times.*** Please carefully read the [terms and conditions](#) and the guidance contained within the Skipper's Notes before signing this form (unsigned forms cannot be accepted)

Tick Box to confirm I agree to comply with the Terms & Conditions.

Signed _____		Date _____	
Office Use Only Date Received _____		_____	
Dates Passage Booked _____		Date confirmation sent _____	
Licence expiry: _____	Insurance expiry: _____	BSS expiry: _____	

## **RIBBLE LINK TERMS AND CONDITIONS**

Please read these conditions carefully as they are part of Your agreement with Us.

### **1. Definitions**

In these conditions :

"We", "Us", and "Our" refer to British Waterways, including Our employees and agents to whom these conditions apply,

"You" means the person or persons named in the booking confirmation,

"Boat" means the boat or vessel booked by You for a passage through the Link,

**"Booking Form" means the form to be completed in order to book a passage through the Link, which is available from the North West Regional Office, Our website ([www.waterscape.com](http://www.waterscape.com)) or via e-mail when requested from [enquiries.northwest@britishwaterways.co.uk](mailto:enquiries.northwest@britishwaterways.co.uk)**

"passengers" means the persons who are to travel through the Link at the same time as the passage of the Boat,

"passage date" means the date booked for travel through the Link,

**"North West Regional Office" means the office at Waterside House Waterside Drive Wigan WN3 5AZ (Telephone 01942 405700)**

**"Link" means the Millenium Ribble Link between Lock 9 (Savick Sealock) on the Lancaster Canal and Lock 8 (Tarleton Lock) on the Rufford Branch of the Leeds & Liverpool Canal,**

**"Link passage" includes passage (in either direction) between Lock 9 (Savick Sealock) on the Lancaster Canal and Lock 8 (Tarleton Lock) on the Rufford Branch of the Leeds & Liverpool Canal,**

**"Skipper's Notes" means the notes available from the North West Regional Office which contain guidance on navigating the Link and on minimum recommended safety equipment and which may be varied by Us from time to time.**

A boat is suitable for passage through the Link if it is not an unsafe vessel within the meaning of s.7 British Waterways Act 1983.

### **2. Passage Agreement**

This booking is an agreement for passage through the Link on the date and at the time confirmed by Us in writing. By making a booking with Us You accept that these conditions apply both to You and to any other passengers on whose behalf the booking is also made and You confirm that You have the necessary authority of such persons to give that acceptance on their behalf.

### **3. Safety and other passage requirements**

There is a standard set of charges for passage through the Link. These are available from the North West Regional Office. This charge includes passage through the Link for up to **8 passengers per booking but not exceeding the number of berths on any vessel**. All passages must be booked in advance. Block bookings will not be accepted.

Bookings may only be made with Us at the North West Regional Office. Bookings must be made using the Booking Form. The Booking Form must be completed in full and returned to the North West Regional Office at least 5 working days in advance of the intended passage date. Incomplete Booking Forms will not be accepted. Electronically submitted Booking Forms are not acceptable. Bookings will only be accepted if You are in possession of a current British Waterways boat Licence, Boat safety certificate and insurance certificate for Your Boat at the time of Your application to Us for the passage and when you go through the Link passage. Copies of these documents must be sent with Your Booking Form.

### **4. Safety and other passage requirements**

We reserve the right to refuse passage to any Boat not complying with the restrictions and safety requirements set out in (a) these conditions, (b) the booking confirmation (c) the Skipper's Notes or (d) notified to You in advance of the passage.

Operation of the Link is dictated by both tide and weather. We reserve the right to suspend passage through the Link for safety reasons at any time. We reserve the right to refuse passage to any Boat that does not have a confirmed booking or that, in Our opinion, is unsuitable for Link passage.

You must arrive by the time specified in Your booking (**4 hours before for down passage and 2 hours before for an up passage**) for all preliminary checks and preparations to be made. **If You arrive late the Boat will not be allowed passage at the booked time but We will arrange passage for You at another time. This may be on another day. We shall not be obliged to arrange an additional passage for You in these circumstances. If the alternative passage is not acceptable to You no refund of the passage charge shall be made.**

You agree to allow Us to inspect the Boat (both internally and externally) prior to passage. If an inspection is refused, the Boat will be deemed to be unsuitable for passage. Your British Waterways boat licence must be displayed at all times.

You must follow Our instructions for preparation of the Boat for passage.

The Link passage involves navigation of tidal rivers and the water is deep in places. Skippers of Boats navigating the Link should read the Skippers Notes carefully before passage. Skippers are responsible for ensuring the safety of their passengers, pets and Boat at all times.

Passage may not be suitable for young children but children of all ages are accepted provided that they are closely supervised at all times by a responsible adult. All pets/animals must be securely held within the cabin of the Boat at all times during passage. Equipment or material carried on any deck of a Boat must be properly secured or removed prior to entry into the Link.

**The skipper of any Boat entering the Link must declare the number of passengers on the Boat to Our lockkeeper**

All passengers must respect the health, safety and comfort of users of the Link and of Our staff and must comply with Our safety instructions and any reasonable request made by Us. You agree to comply with the terms and conditions of Your British Waterways boat licence whilst You go through the Link passage.

Toilets must not be discharged into the Link or into any tidal waters.

The towing of another boat or breasting up is not permitted. Your Boat must be capable of travelling through the Link on its own.

Mooring within the Link is not permitted. If it is necessary to stop in an emergency, You must immediately contact Us on 01942 405700

### **5. Cancellation and charges**

**If You wish to change the scheduled date for Your booking, You must contact Us at least 48 hours before Your booked Link passage at the North West Regional Office. We will confirm whether there is a space available through the Link passage on the new date that You have requested. Any change of date of Your passage that is agreed by Us will be confirmed in writing.**

**We may not be able to agree to your requested new date of passage, in which case Your booking will be cancelled. .**

**If You wish to cancel the booking You must notify Us at the North West Regional Office immediately by telephone and confirm the request for cancellation in writing. Our acknowledgement of Your cancellation in writing shall be confirmation that the booking is cancelled.**

**If you do not cancel your booking with Us and do not turn up for your scheduled passage, a charge will be invoiced to your British Waterways' customer account for the amount of £10.00. .**

### **6. Cancellation by Us**

We reserve the right to cancel or delay a booked passage at any time on grounds of safety. In the event of such delays or cancellations We will notify You as soon as possible and offer an alternative passage on the earliest operational tide.

### **7. Limitation of liability**

We shall not be liable for any damage caused to the Boat or its contents during passage through the Link.

We shall not be liable for any losses or costs incurred as a result of any delay or cancellation by Us of Link passage.

In any event, We shall not be liable under this agreement for any loss or damage caused by Us in circumstances where (i) there is no breach of a legal duty of care owed to You, or any passenger, by Us (ii) such loss or damage is not a reasonably foreseeable consequence of such a breach (iii) any increase in loss or damage results from breach by You, or any other passenger, of any term of this agreement.

**At low tides there is an increased likelihood of You being asked to moor Your Boat at Preston Docks. Please note that you may be required to pay an extra small charge to cover this additional mooring by the proprietors of Preston Docks.**

### **8. Miscellaneous**

Any waiver by Us of any breach of these conditions by You or any other passenger shall not be a waiver of any continuing breach or any other breach of these conditions.

If any term or provision in these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

We shall not be liable for any default due to any act of God, war, strike, industrial action, fire, flood, drought, tempest or other event beyond Our reasonable control.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to an agreement with You to use the Link passage.

The validity, construction and performance of these terms and conditions shall be governed by English Law.