

**English Holiday Cruises Ltd – (Company Letterhead)**

Coaching Trade Charter Standard Contract

Date:

Name

Address

Dear

**Edward Elgar Charter in 2011**

Thank you for your recent charter reservation. We are writing to confirm our arrangements and terms, as follows:

1. You have made the following charter reservation:

Vessel/passenger capacity	Embarkation Time/Date	Cruise Name/Nights	£ Price
Edward Elgar / 22	Time/Date/2011	Cruise Name / No nights	Group Rate

2. Our total charge is £XXXX. An initial deposit of 10% (£YYYY) is due now to confirm your reservation. We will then send you an invoice to cover this initial deposit and the balance. A further deposit of 15% will be due by the end of September, 2010 and the remaining 75% will be due twelve weeks before departure. If payment is not received six weeks before departure, we may refuse to carry passengers.
3. We guarantee that your payments will be held in a trust account where they will remain until the cruise is complete.
4. You may cancel your booking and secure repayment of your deposit but the following administration fees will apply: 10% of the charter rate if you provide more than six months' notice of cancellation; 25% if you provide less than six months but more than four months; and 50% if you provide less than four months' notice. If you have difficulty selling any cabins, we will do what we can to help but we cannot guarantee to sell them for you.
5. If we cancel the sailing before departure we will return your prior payments in full or offer an equivalent alternative cruise. If we have to shorten a cruise after departure, we will provide a refund proportional to the cruise time lost.
6. We will make reasonable efforts to provide the normal cruise programme described in our current brochure and website. Occasionally however, the weather, river conditions or mechanical breakdown may require us to change our sailing programme. On such occasions we will still provide our normal accommodation, meals and entertainment and no refunds will be made.
7. We reserve the right to terminate any passenger's cruise whenever the Captain believes that the passenger is behaving in a way which threatens to disturb the quiet enjoyment of other passengers; which is endangering anybody on board; which threatens to damage the vessel itself; or which causes unreasonable inconvenience for the crew. In any such event we will not provide any refund in respect of the passenger(s) concerned.

8. You shall be liable to reimburse us for any damage or losses to the vessel, furnishings or equipment caused by any passenger(s) you bring onto our vessels.
9. No smoking is permitted in any inboard areas on our vessels but is allowed on the decks outside. Drinks and food brought on board may not be consumed in any public areas.
10. You should check with us in advance before making any booking for passengers with limited mobility, special dietary requirements, special medication needs or poor health. We cannot take responsibility for the consequences of not being informed about the special requirements of any guest and we cannot accept any passengers who may be especially frail, incontinent or acutely unwell.
11. Please provide a rooming list for your passengers two weeks prior to your sailing. This list should show the names of each passenger allocated to each twin cabin numbered from 1 (bow) to 11 (stern), along with any dietary or other special requirements.
12. We cannot be responsible for sickness, injury, or death, or loss of goods belonging to any passenger, unless due to negligence of the company or its employees, where liability is limited under the London Convention.
13. Please ensure that all passengers agree to such terms and conditions as may be at least as stringent as ours or are made aware of the terms and conditions above that require their diligence.
14. We reserve the right to change our terms and conditions at any time but we will keep you informed of any such changes.

Please sign the enclosed copy of these terms to signify your agreement and return them to us with your initial deposit.

Yours sincerely

Signed in Agreement

RA Clements  
Managing Director

(Print Name)  
Dated