

PASSENGER VESSEL CHARTER TERMS AND CONDITIONS
COVID-19 UPDATE – SUMMER 2020

We've updated our terms and conditions within the COVID-19 pandemic

Our vessel "Rutland Belle" operates within a code of conduct set by the Passenger Boat Association (British Marine) and governed in their operation by the Maritime and Coastguard Agency. Our safety standards excel in the levels required and insurances meet the existing statutes recommended by maritime law.

1) Definitions:

1.1 "RUTLAND BELLE" purpose built Passenger vessel, operated on Rutland Water. Main departure point Rutland Water, North Shore, Bull Brigg Lane, Whitwell LE15 8BL. RUTLAND BELLE holds insurance and complies with marine safety regulations. The boat is inspected and licensed every year by the Maritime & Coastguard Agency.

1.2 "RUTLAND BELLE" is "OWNED" and operated by the "OWNERS" of Rutland Water Cruises Ltd, 15 Wrights Lane, Wymondham, Melton Mowbray, Leicestershire LE14 2BA.

1.3 "COMPANY" A private Limited Company incorporated under the laws of England and Wales. Registered in England No. 1903804

1.4 "CAPTAIN" is a licensed Boat master in ultimate command of the vessel and all passengers, crew and any additional personnel required to service the cruise.

1.5 "JETTY" means a landing stage at which the Rutland Belle can be docked and moored.

1.6 "PASSENGER" is defined in law as any person over one year of age.

1.7 "HIRER" means the person(s) hiring the "Rutland Belle" and who has signed the Booking Form.

1.8 "BOOKING FORM" means the form that the Hirer has completed for the hire of "RUTLAND BELLE", in which these terms and conditions are attached to.

1.9 "FUNCTION DATE" means the date and duration of the function shown on the booking form.

1.10 "BOOKING FEE" or "SERVICE FEE" is a payment in lieu of work carried out. The booking / service fee is non-refundable.

2) General:

2.1 VAT: Boat hire fares are currently zero rated but should this situation alter, then VAT would be chargeable. All other prices shown include VAT at the present standard rate, except as otherwise stated.

2.2 The vessel is licensed to carry a maximum 110 passengers. This passenger number includes any additional personnel required to service your cruise. The covered area of the saloon can accommodate up to 70 people: the upper open-air deck up to 40 people. This limit must not be exceeded under any circumstances.

2.3 Access to the Rutland Belle: Whitwell has access for disabled visitors and coach parties. Six places per sailing are available in the lower saloon for those who use a wheelchair or walking-aid or have restricted mobility. Able assistants must accompany passengers with wheelchairs or special needs.

At Normanton there is no vehicular or disabled access to the jetty, therefore it is not suitable for all. It is not possible to board mobility scooters.

2.4 During the hire term the vessel shall remain under complete control of the Captain and crew and the hirer shall be responsible for the conduct of the passengers on board, inclusive of embarkation and disembarkation.

2.5 Passenger boat cruises are subject to the reservoir and weather conditions being satisfactory at the time of sailing. The Captain shall not be responsible for the consequences of delays, restrictions or cancellation of cruising due to obstructions, repairs or damage to navigation works, flooding, shortage of water, industrial action, adverse weather conditions, insufficient ticket sales, Captain/ crew illness (inclusive of additional personnel required to service your cruise) or any other cause outside of their control. The Master reserves the right to cancel, interrupt, vary or divert the scheduled sailing of the vessel at any time. The captain is in sole charge of the vessel at all times and their decision is final. In case of the trip having to be cancelled the owners will attempt to offer an alternative cruise at a later date, or at their discretion consider a refund of the ticket price only. The owner will not be responsible for any further costs.

2.6 All persons using part of Rutland Belle and jetty(s), whether by invitation or otherwise, do so at their own risk, unless injury or damage to person or property sustained within the boat or jetty was caused by or resulted from our negligence or deliberate act or that of those for whom we are responsible.

2.7 Passengers are advised to keep their heads and limbs within the vessel at all times and must remain seated when on the upper deck and when the boat is cruising.

2.8 Children under 3- years of age, and babies under 1- year, must be declared at the time of ticket purchase. ~~Tickets will be issued and these must be distributed as individual boarding passes. All passengers must present their ticket on boarding.~~ Due to the COVID-19 pandemic physical tickets (boarding passes) will temporarily not be used. A receipt can be provided via email / text message SMS (if a customer's mobile telephone number / email address is given) and payment system. Due to COVID-19 restrictions there are limited seats available for children under 3 years, thus a parent / guardian may be asked to sit the child on their knee for the duration of the cruise. The same restrictions may limit the ability to accommodate prams and buggies on board.

2.9 It is the responsibility of the hirer to acquaint all members of their party/ group scheduled to have a boat trip with the terms and conditions of hire as laid down by the company.

2.10 The Captain of the vessel may refuse to carry any passenger or baggage (or all such articles) on any sailing for any reason relating to the safety of the vessel or any property on board the vessel, or to the safety, convenience or comfort of any other passengers. In such circumstances the passenger shall not be entitled to any compensation or payment whatsoever. With the Masters sole discretion, the only exception may be a passenger refund of any fare or other charges paid in respect of that sailing.

2.11 The Captain will not accept dangerous goods on the vessel, the jetty's or any area in or around the vicinity of the premises. Inflammables, explosives, corrosives, loaded firearms, and all such items, which may involve undue risk, must not be packed in baggage.

2.12 The Captain shall not be liable for any loss of or from, any damage or any delay to or for detention of any property, which is left on the Master's vessel, jetty's or premises.

3) Types of Cruise:

3.1 Public Afternoon Timetabled / Scheduled Sailings: First come, first served basis. Seats are not allocated. Rutland Belle operates to a strict timetable. We ask that passengers are ready assembled at the boarding point 15 minutes prior to departure. Any day tickets sold on the day, in advance of the cruise, that are not taken up at the point of departure, will not be refunded. If you are late, the boat cannot wait.

3.2 Advanced groups on public sailings can be booked for 12-60 people, with discount applicable for a single payment only for the group between Monday and Friday, excluding bank holidays.

3.3 Private / Exclusive Bookings: All groups including Schools, Cream Tea Cruises, Weddings (morning / afternoon and evening until sunset).
A minimum charge of 30 persons is required. Booking essential.

3.3 Osprey and Wildlife Cruises are operated on behalf of Leicestershire & Rutland Wildlife Trust – Booking Essential via the Osprey Team Only Tel: 01572 737378 or www.ospreys.org.uk

3.4 Gin Cruises / Cheese and Wine Cruises: Booking in advance is essential. Ticket prices per person are non-refundable / non-transferrable within receipt of two weeks written notice of cancellation.

3.5 The Captain, at his discretion, reserves the right to adjust any departure and / or arrival time, in exceptional circumstances, if necessary.

4) Booking Fee / Service Fee / Hire Fees:

4.1 An appropriate Booking Fee (service fee) secures a reservation for groups, with the balance due on arrival. This applies to all groups scheduled to sail in the morning and afternoon, with the exception of Wedding Parties and Exclusive Cruises.

4.2 An appropriate Booking Fee (service fee) is required for Wedding Parties and Private Evening Cruises. The total hire fee is payable three weeks prior to the event. If the booking is made within three weeks then the total hire fee is required.

4.3 Provisional bookings will be held for 14 days, after which they must be confirmed by the completion of a reservation form and booking fee to secure the booking. Should cancellation, for any reason, take place within eight weeks prior to the date reserved, (within receipt of eight weeks written notice), the hirer is liable for the balance of the hire fee and the cost of any goods or services reserved on the hirer's behalf. The booking fee / service fee is non-refundable.

4.4 Prices are based on the cruise duration of 45 minutes for public timetabled sailings and one hour for private cruises (plus 15 minutes boarding and disembarkation). Longer sailing times are available at a higher rate of fare per person. When additional resources are required to service a cruise, any additional costs will be reflected in the price.

5) Catering and Bar:

5.1 Hirer's are not allowed to supply their own catering. The provision of all catering on board Rutland Belle must be through the company's approved caterer only. The only exception may be at the owner's discretion, i.e. a celebratory cake.

5.2 Rutland Belle has a licensed bar on board. The company can often provide alternative beverages from those advertised on the drinks list. If you choose to bring your own beverages aboard this must be clearly stated when completing the booking form. A corkage fee per bottle will apply if you choose to bring your own drinks onboard. The corkage fee will include provision of glassware and service.

5.3 All catering and bar must be clearly stated on the booking form upon completion. Any instructions thereafter will only be accepted in writing from one organizer or representative. Written confirmation of the final numbers to be catered for must be received within fourteen days prior to the event. No alterations are accepted within four days prior to the date reserved. The caterer's reserve the right to replace menu items according to availability. Special dietary requirements/ food allergies may be catered for upon request and clearly stated when completing the booking form.

5.4 If an account bar is requested and agreed prior to the cruise, any outstanding amounts must be settled at the end of the cruise.

6) Decoration:

6.1 Rutland Belle can provide decorations inclusive of a specific cruise package. You may provide your own decoration, at the discretion of the company, within the package deal price. This price will include the provision of Rutland Belle crew erecting and taking down any such pieces. If you choose to bring your own decorations on board, it must not contain any pins, staples, glue or like matter that will mark the fixtures and fittings of the boat. Under no circumstances are customers / passengers allowed to erect their own decorations.

7) Dogs:

7.1 Working Guide Dogs only are welcome to accompany their charges.

8) COVID-19:

We are operating in a COVID-19 secure manner, in accordance with all up to date UK government advice for the safety of our employees and customers. To fulfil these requirements, we ask that our customers also adhere to the most recent UK government and social distancing guidelines to keep us all safe.