

## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 Before making a booking with Us, or purchasing a ticket from Us, You, and any other persons travelling with You, should read and familiarise yourselves with these Conditions.
- 1.2 These Conditions apply to all bookings made with Us, or with Our Authorised Agents, and form part of the contract between the parties.
- 1.3 These Conditions apply to the carriage of all Passengers and their luggage.
- 1.4 By making a booking with Us, or purchasing a ticket from Us, You accept that these Conditions apply both to You and any other persons travelling with You.

### 2. The Contract

- 2.1 We agree to provide You with carriage and any associated services on board Our vessel based on these Conditions, which come into force when You make a booking or buy a ticket from Us or our Authorised Agents.

### 3. Changes to Conditions

- 3.1 We reserve the right to amend these Conditions from time to time automatically replacing all previous versions published.

### 4. Definitions

- 4.1 In these Conditions:

“Authorised Agents” means any person or organisation appointed by Us to distribute, sell, or make available tickets, or make bookings for our sailings.

“Conditions” means these Terms and Conditions.

“Dangerous Goods” means anything falling within the definition of Dangerous Goods in the International Maritime Dangerous Goods Code.

“Passenger” means any person over one year of age carried on board Our vessel.

“We/Our/Us” means Rutland Water Cruises Limited; a private limited company registered in England with company number 1903804.

“You/Your” means the person making the booking or purchasing a ticket for travel on Our vessel.

### 5. Departures and Parking

- 5.1 The main departure point for Our sailings is Rutland Water, North Shore, Bull Brigg Lane, Whitwell LE15 8BL. Our scheduled sailings also call at Normanton on the South Shore of Rutland Water.
- 5.2 Car and coach parking is available at Rutland Water, North Shore and is operated by Anglian Water Services Limited. Charges apply. We accept no liability for any loss or damage to any vehicles or contents. There is no vehicular access at Normanton.

### 6. Fares, Tickets and Boarding Passes for Scheduled Sailings

- 6.1 A valid ticket or boarding pass must be used for each journey.
- 6.2 Tickets and boarding passes are non-transferable, non-refundable, and not for resale.
- 6.3 Tickets and boarding passes are valid for the booked sailing only, or for the date and time specified on the ticket.
- 6.4 Tickets and boarding passes must be given up for inspection or collection on demand by Our crew.
- 6.5 All prices advertised by Us include VAT at the prevailing rate and are subject to change.
- 6.6 You acknowledge and agree that when purchasing a ticket online, We may collect and retain Your personal information and may need to pass such information to third parties.

### 7. Cancellation or Delays

- 7.1 We will make every effort to deliver Our services on time, however We reserve the right to cancel, interrupt, vary or divert any sailing at any time.
- 7.2 If We are unable to operate a service on which You are booked, or for which you have a valid ticket, We will attempt to offer You an alternative departure date and/or time. This decision will be at Our sole discretion.
- 7.3 We accept no liability for any losses incurred by You arising from any cancellation, interruption, variation, or diversion of any sailing.

### 8. Rules of Carriage

- 8.1 In the interests of safety, Passengers must follow all instructions and directions given by the crew whilst on board Our vessel.

- 8.2 Our crew are entitled to be treated with courtesy and respect. Any Passenger failing to comply with this condition may be denied boarding and/or landed at the first available opportunity without refund, compensation, or further liability from Us.
- 8.3 Passengers must take care of their own safety whilst on board Our vessel, taking account of the environmental conditions. Particular care should be taken in relation to boarding, disembarking and whilst moving around the vessel. Passengers must remain within the profile of the vessel at all times when sailing.
- 8.4 Passengers are expected, at all times, to conduct themselves in a manner which respects the health, safety and comfort of all other persons on board Our vessel.
- 8.5 Passengers must pay attention to, and comply with, all regulations and notices relating to safety and security.
- 8.6 Our vessel is licensed to carry a maximum of 110 Passengers. Carriage is at all times offered subject to availability.

#### 9. Boarding and Fitness for Travel

- 9.1 Passengers are responsible for ensuring that they are fit to travel.
- 9.2 We reserve the right to refuse to board any Passenger who, in Our sole opinion, is unfit to be carried on Our vessel for any reason.
- 9.3 We shall be entitled, at Our absolute discretion, to refuse to carry any Passenger, notwithstanding that such Passenger is in possession of a valid ticket.
- 9.4 Children under 15 years of age must be accompanied by a Passenger aged 18 years or over and must be adequately supervised at all times whilst on board Our vessel.
- 9.5 Children under 3 years of age must be declared to Us when booking or purchasing a ticket.
- 9.6 If We agree to allow any dog or other animal on board Our vessel, We may make an additional charge for them, but You will be responsible for keeping control of them at all times, including ensuring they are suitably restrained in an appropriate pet carrier or with an appropriate leash or harness.
- 9.7 Dogs or other animals that, in Our sole opinion, may cause distress or danger to other persons on board will not be permitted to board Our vessel.
- 9.8 We reserve the right to refuse to allow Passengers to take on board any luggage, goods, wheelchairs or any other property which, in Our reasonable opinion, is unfit to be carried for any reason.
- 9.9 Passengers are not permitted to bring Dangerous Goods on board Our vessel.
- 9.10 We operate to a strict timetable and Passengers should arrive at least 15 minutes prior to their scheduled departure time.

#### 10. Conduct on Board

- 10.1 If, in Our sole opinion, any Passenger appears to be likely to cause disturbance to other Passengers or to Our crew or poses a threat to the safety or security of the vessel, Our premises, or other Passengers (including due to intoxication), We may refuse to board the Passenger or require that the Passenger disembarks or vacates Our premises.
- 10.2 If that Passenger is already on board Our vessel, the Passenger will be disembarked as soon as reasonably possible.
- 10.3 We will not be obliged to waive or refund the cost of Your ticket or booking, or to reimburse You for any other costs or losses in those circumstances.
- 10.4 Smoking is strictly forbidden on board Our vessel. This includes the use of e-cigarettes or similar devices.
- 10.5 A licensed bar is available on board Our vessel. Alcohol will not be served to, and may not be consumed by, any person under the age of 18. Proof of age may be required.
- 10.6 Unless otherwise agreed with Us, Passengers may only consume food or drink purchased on board Our vessel.
- 10.7 Passengers should remain seated on the upper deck or when instructed by Our crew.

#### 11. Liability to Us

- 11.1 You shall be liable to Us for any damage caused by You to Our vessel or its fittings, furnishings or equipment, or other property owned by Us, or property of parties carried by Us, through Your negligence, willful act, omission, or breach of these Conditions.

#### 12. Disabled Passengers and Persons with Reduced Mobility

- 12.1 Access for Passengers using a standard-sized wheelchair or those with reduced mobility is available at Whitwell only. Our vessel is equipped with a boarding lift with a 250kg safe working limit.
- 12.2 Six standard-sized wheelchair places are available per sailing in the lower saloon and are subject to availability. It is not possible to board mobility scooters or larger wheelchairs. We recommend that Passengers satisfy themselves as to the suitability of wheelchair access before booking or purchasing a ticket.
- 12.3 Passengers should ensure that they have enough helpers to aid them to board and disembark the vessel safely.
- 12.4 For health and safety reasons, wheelchairs are not permitted to obstruct any access to safety and lifesaving equipment or access on board Our vessel.

### 13. Lost Property

- 13.1 Any property which reasonably appears to Us to have been lost or abandoned on board Our vessel, or at Our premises, may be removed and sold or otherwise disposed of by Us if it is not claimed within 7 days.
- 13.2 If We reasonably consider that the lost property may cause damage, injury, or inconvenience, We may destroy or dispose of them at any time.
- 13.3 We reserve the right to ask for reasonable evidence of ownership from anyone making a claim for lost property.

### 14. CCTV

- 14.1 Our services are monitored by CCTV to provide added security and are used solely for the monitoring of safety, security, service quality and in support of relevant criminal and civil legal proceedings and complaint investigation.

### 15. Exclusions and limitations of liability

- 15.1 We shall not be liable for any injury, loss or damage arising from any defect in, or failure of, any part of Our service, unless such injury, loss or damage was caused by, or resulted from, Our own negligence or the negligence of Our employees or Authorised Agents.
- 15.2 We shall not be liable, in any circumstances, for any loss of profits, loss of business and/or any other indirect or consequential loss or damage, howsoever caused, even if caused by Us, Our employees' or Authorised Agent's negligence.
- 15.3 Nothing in this contract shall limit or exclude Our liability for death or personal injury caused by Our own negligence or the negligence of Our employees or Authorised Agents.

### 16. Complaints

- 16.1 If You have any complaint in respect of the services provided by Us, please bring it immediately to Our attention. If it is not resolved to Your satisfaction You should email [info@rutlandwatercruises.com](mailto:info@rutlandwatercruises.com) promptly giving full details, including a daytime telephone number or e-mail address, so that We can make a timely and thorough investigation.

### 17. General

- 17.1 No failure by Us to enforce or rely upon these Conditions shall be construed as a waiver or shall affect Our right to enforce any other Conditions.
- 17.2 If any of these Conditions shall become declared invalid or unenforceable then such invalidity or unenforceability shall not affect the remaining Conditions, all of which shall remain in full force and effect.

### 18. Governing Law and Jurisdiction

- 18.1 This contract is subject to the laws of England, and You agree that any claim or dispute under it will be subject to the exclusive jurisdiction of the English courts.

## **Additional Terms and Conditions for Private Hire Bookings**

### 19. Bookings and Booking Fee

- 19.1 We will accept and hold a provisional booking from You for a maximum of 14 days.
- 19.2 To confirm a booking You must complete Our Booking Form (or send us such other written confirmation that We may require) and return it to Us together with the payment of any Booking Fee requested by Us.
- 19.3 If We do not receive Your Booking Form (or other such written confirmation that We may require) and payment of the Booking Fee within 14 days of the making of a provisional booking, then We may cancel Your provisional booking without further liability.
- 19.4 The Booking Fee is non-transferable and non-refundable.

### 20. Booking Confirmation

- 20.1 We will confirm the details of Your booking including, the sailing date, sailing time, price, duration, and any catering arrangements, by sending You Our Booking Confirmation.

### 21. Payment of Balance

- 21.1 The balance of the price stated on Our Booking Confirmation must be paid by You, unless otherwise agreed by Us, no later than 3 weeks prior to the sailing date.

- 21.2 If Your booking is made within four weeks of the sailing date, then the total price is payable by You at the time of booking.
- 21.3 If You do not to pay the balance of the price stated on Our Booking Confirmation by the date agreed by Us, or as set out at clauses 21.2 or 21.3, We reserve the right to deem Your booking cancelled by You, and the provisions of clause 22.2 and 22.3 will apply.

## 22. Cancellation

- 22.1 In the event that You wish to cancel Your booking, You must notify Us immediately.
- 22.2 If You wish to cancel Your booking more than 12 weeks prior to the sailing date, then You will forfeit any Booking Fee paid together with the cost of any goods and/or services reserved by Us on Your behalf.
- 22.3 If You wish to cancel Your booking less than 12 weeks prior to the sailing date, then You will forfeit any Booking Fee and shall, unless agreed in writing by Us, be liable for the total price payable together with the cost of any goods and/or services reserved by Us on Your behalf.

## 23. Catering

- 23.1 The price and scope of any catering provided by Us will be confirmed by Us in Our Booking Confirmation.
- 23.2 You are not permitted to supply Your own catering. The provision of all catering on board Our vessel must be through Us or Our approved caterer. The only exception, at Our absolute discretion, may be a celebratory cake.
- 23.3 Our vessel has a licensed bar on board. We can often provide You with alternative beverages from those advertised on any drinks list that We provide to You.
- 23.4 If You choose to bring Your own beverages on board this must be clearly stated when completing the Booking Form. A corkage fee per bottle will apply where You bring Your own drinks on board. The corkage fee will include the provision of glassware and service.
- 23.5 You must state all catering and bar requirements clearly on Our Booking Form. Any instructions thereafter will only be accepted by Us when made in writing by You.
- 23.6 You must provide Us with written confirmation of the final numbers to be catered for, which must be received by Us no less than 14 days prior to the sailing date (5 days for coach company bookings). No alterations will be accepted by Us within 5 days of the sailing date.
- 23.7 We reserve the right to replace menu items according to availability.
- 23.8 Special dietary requirements, food allergies and intolerances may be catered for upon request and must be clearly stated when completing Our Booking Form.
- 23.9 If You require an account bar, and We agree to such request in advance, any outstanding amounts must be settled by You at the end of the sailing.

## 24. Decorations

- 24.1 We can supply decorations for certain celebrations.
- 24.2 You may provide Your own decorations at Our sole discretion. Decorations provided by You must not contain any pins, staples, glue or the like that will mark the fixtures and fittings of Our vessel.
- 24.3 Our crew will erect and take down all decorations. Under no circumstances are You or any Passengers allowed to erect or take down decorations.