

**CITY CRUISES POOLE**  
**TERMS & CONDITIONS OF BOOKING**

In these conditions, “we”, “us”, refers to City Cruises Ltd and in respect of sightseeing and experiences City Cruises Poole Limited. and “you”, “your” refers to the customer.

These Terms and Conditions of booking cover all direct bookings with us including sightseeing and event bookings. Whilst the majority of the Terms and Conditions cover all products please be aware of the variations particularly in regard to cancellations and amendments.

Sightseeing covers our scheduled service operating from Poole & Swanage Piers and experiences include all cruises featuring any provided food, drink or entertainment.

**1. Tickets – General**

- 1.1 All prices on our web site are quoted in Pounds Sterling.
- 1.2 Once purchased tickets are non-refundable.
- 1.3 You must have a paper or e ticket, which is valid, fully paid and available for inspection for the journey being made. You must use it in accordance with these conditions and it must be handed in prior to embarkation or be visible and capable of being scanned on an electronic device. All tickets remain our property and you must return it to us once you have finished using it if we so request.
- 1.4 Our tickets can only be used by the person for whom they were bought, or to whom they were issued. Tickets are barcoded and scanned prior to boarding. Therefore any tickets that are copied, resold or passed on for further use will be invalid.
- 1.5 Where tickets are available for travel on the services of more than one operator, the conditions which will apply to each part of your journey will be those of the operator whose service is being used. Third party operator conditions are available on request.
- 1.6 You must have your ticket ready for inspection at any time during your journey and you must hand it over for examination if asked to by a member of our crew, Police Officer or any other authorised person.
- 1.7 If you wish to travel outside the availability of your ticket, or before or after the times that it is valid, you may be asked to pay an additional fare. We reserve the right to deny boarding or to require you to disembark if the additional fare is not paid.
- 1.8 If you buy a ticket with a credit or debit card to which you do not have legal right, the ticket will be invalid from the date of issue and you will be liable to pay the full fare for any journey(s) made using that ticket.

- 1.9 Whilst we try to ensure that all information displayed on our web-sites, particularly times and prices, is accurate it is possible that errors may occur. If we discover an error in the price of a ticket you have purchased, we will try to inform you as soon as possible and give you the option of either reconfirming your purchase at the correct price or cancelling it. If we are unable to contact you for any reason, we reserve the right to treat the purchase as cancelled.
- 1.10 If you present a mispriced ticket at embarkation, we reserve the right to withdraw the ticket, cancel it and refuse travel unless and until another ticket has been purchased at the correct price for the intended journey. Cancellation under any of these circumstances will entitle you to a full refund of any sums you have paid.

### 1.11 **Sightseeing**

- a) You may board one of our sightseeing vessels provided you have a ticket which is valid and available for your journey. Our sightseeing services are often heavily patronised so we cannot guarantee to provide you with a seat, or to accommodate you at all, on a particular vessel or sailing.
- b) Children under the age of five may travel free of charge provided they are accompanied by the holder of a ticket and do not occupy a seat to the exclusion of a full-fare-paying customer. This facility is limited to a maximum of three children per ticket holder. Children aged 5 (five) to 15 (fifteen) years inclusive may travel at the child rate except on those services where it is advertised that no child fares are available.
- c) Children under the age of 16 years must be accompanied by an adult (16 years +)

### 1.12 **Experiences**

- a) Tickets for 'experience' products are for specified sailings and notwithstanding that we cannot guarantee to run any particular service, a valid ticket ensures that there is space for manifested passengers. In exceptional circumstances, should we for unforeseen reasons not be able to operate a service we will contact you as early as possible.
- b) Some 'Experience' cruises may be restricted to adults only. Prices and Age Categories may vary from product to product. Please refer to our website for further details.

### 1.13 **Combination Tickets**

- a) Any tickets issued by City Cruises which include 3rd Party Attractions are subject to the Terms and Conditions of the relevant attraction provider. City Cruises has no liability in respect of the performance or the provision of the attraction which it sells as agent of the attraction provider.

## **2. Replacement tickets, Refunds and Compensation**

- 2.1 If your ticket is lost, damaged or can no longer be read, we may, at our discretion, replace it free of charge, provided we can confirm that it is valid. In order to verify your purchase we will need your City Cruises booking reference which is contained in your confirmation e-mail and shown on the original ticket page. Please note that it is not possible to verify your ticket purchase with your credit or debit card reference because this does not contain the details of the ticket(s) purchased.
- 2.2 We do not accept liability for any loss resulting from our failure to provide an advertised service, or where delay occurs to those services, for any reason. We may, however, at our discretion, consider a refund on any ticket which is unused or only partially used as a direct result of a failure on our part to provide the advertised service for which the ticket was purchased.
- 2.3 Refunds will not be granted other than in the circumstances described above.
- 2.4 No refunds are possible after the valid date of the ticket has passed. All requests for refund or replacement ticket(s) must be made in writing to The Reservations Manager, City Cruises Plc, Unit 6, 1 Mill Street, Scotts Sufference Wharf, London, SE1 2DF, England and be accompanied by the relevant tickets purchased, your City Cruises booking reference (contained in your confirmation e-mail and on the original ticket page) and any payment reference issued when your purchase was confirmed. Refunds cannot be authorised or transacted at any other location or by any other means.
- 2.5 Any refunds agreed will be made entirely at our discretion and without prejudice.
- 2.6 We reserve the right to withdraw any ticket at any time although we will not do this without good reason.

## **3. Rescheduling**

### **3.1 Sightseeing**

- a) Tickets can be rescheduled without charge up to and including the day of travel (Monday to Sunday, prior to 17:30)
- b) As well as the notice periods detailed above, bookings can only be rescheduled within 12 months of the original travel date booked.

### 3.2 Experiences

- a) All 'Experience' products offered are based on purchasing tickets for specific dates and times. Bookings made for less than ten people can be amended as long as three clear working days' notice is given.  
Working days refer to the availability of office staff and not operational days which are extended and year round.
- b) Any bookings made for eleven to twenty people can be amended provided at least fourteen clear working days' notice is given.
- c) Bookings for twenty one to fifty five people can be amended provided at least twenty eight clear working days' notice is given.
- d) Bookings for over fifty six people can be amended provided at least 56 clear working days' notice is given.
- e) As well as the notice periods detailed above, bookings can only be rescheduled within 12 months of the original travel date booked.

### 3.3 Special Events

- a) Special event tickets such as New Years Eve will have different cancellation periods to that of standard Experiences. Such details will be made known at the time of booking and will appear on our website.

## 4. Suspected Fare Evasion and ticket tampering

- 4.1 If we think that you have used or tried to use any ticket to defraud us we may cancel the ticket and not re-issue it. If this happens you will forfeit the right to any refund for the unused portion. If sufficient grounds exist for us to believe that you have attempted to defraud us, then we may instigate legal proceedings against you.
- 4.2 Your ticket is invalid if we believe that it has been tampered with deliberately, or if it is damaged to such an extent that it cannot be read. In the case of suspected tampering, we will not replace it and you must surrender the ticket if asked so to do by a member of our staff.

## 5. Access

- 5.1 Vessels operating from Poole and Swanage Piers are not wheelchair accessible. Crew cannot, for reasons of health and safety, carry or lift passengers into our vessels.
- 5.2 If you do need a carer or any other attendant you must have valid tickets for all concerned and all passengers must be able to board safely and promptly by themselves or with the aid of a carer.
- 5.3 If you are registered blind you can travel without charge and be accompanied by a guide dog.
- 5.4 If you are registered deaf you can be accompanied by a hearing dog for the deaf.

## **6. Luggage and belongings**

### **6.1 Sightseeing & Experiences**

- a) For safety reasons, and for the comfort of passengers, we have to restrict the amount and type of luggage, including pushchairs and shopping trolleys, which you can take with you on our services. You may, at the discretion of the crew, take with you the following items, provided they do not obstruct access to safety and lifesaving equipment, gangways, stairs or passageways and are not put on seats:
  - i. Personal luggage
  - ii. Pushchairs and buggies
  - iii. Prams
  - iv. Bicycles
  - v. Other items provided they are not deemed likely to injure anyone

## **7. Lost Property**

- 7.1 We deal with lost property in accordance with our lost property procedures, which are available for inspection on request.
- 7.2 If you find any unattended property on our vessels or facilities, do not touch it but please alert a crew member immediately.
- 7.3 If we think unattended property may be a security threat, the police or security services may be called to attend and the item(s) may be destroyed.

7.4 We will not be responsible for any delay in returning property left on our vessels.

7.5 It is your responsibility to collect lost property. If you request that such property is sent to you and we agree to make such arrangements this is on condition that you are responsible, in advance, for any costs incurred.

## **8. Photography**

8.1 From time to time City Cruises Poole or other authorised parties will carry out photography and/or video recording and/or other forms of monitoring on or in the vicinity of the vessels which may feature visitors. By purchasing a ticket you are deemed to have accepted these Terms and Conditions and thus you agree for us or a third party authorised by us, to use these images at any time now or in the future. You also agree that the copyright and intellectual property appertaining to such images remain with City Cruises Poole or an authorised third party.

## **9. Health & Safety**

9.1 For your own safety and the safety of others, you must follow instructions given by our crew when embarking/disembarking or on board any of our vessels. Instructions or advice contained in on-board safety notices should be followed.

9.2 For safety reasons you must not smoke (except in designated smoking areas) on our vessels or any facilities controlled or used by us.

9.3 For safety reasons you must not use roller skates, roller blades, hoverboards, skateboards or any equipment of a similar nature on our vessels or any facilities controlled or used by us.

9.4 Passengers should consider themselves to be sufficiently medically fit to undertake any journey for which they have a ticket. If there is any doubt potential passengers should seek medical advice before booking.

## **10. Conduct**

10.1 The Captain may refuse to carry any passengers, or direct any passenger to disembark, where the behaviour of that passenger is liable to cause nuisance or offence to the other passengers or put at risk the safety of the passenger, other passengers, crew or vessel.

## **11. Liability & Limitation**

- 11.1 Our liability for death or personal injury arising from our negligence shall not exceed the limits under the Convention of Limitation of Liability for Maritime Claims 1976 and SI 1998 No. 1258 paragraphs 4(b) and 7(e). ( LLMC 1976 ) This limits our liability to 175 000 special drawing rights per passenger.
- 11.2 We shall not be liable for any loss, damage or delay to any persons or their possessions whilst embarking or disembarking from the vessel or during the voyage unless such loss or damage is caused by the negligence of the crew (including the Master) on board the vessel.
- 11.3 Passengers are advised to limit valuables and property brought on board to that which they can safely carry. All personal property is the passenger's responsibility and must be kept with them at all times.
- 11.4 Our liability for loss of or damage to property shall not exceed the limit set out in accordance with LLMC 1976.
- 11.5 We shall not be liable for any indirect or consequential loss whatsoever including loss of profit.
- 11.6 In the event that LLMC 1976 does not apply then the limits of liability as per the Athens Convention 1974 are contractually incorporated into this contract.
- 11.7 To the extent that the LLMC 1976 applies:
- a) Our liability for death or personal injury or loss of or damage to luggage and valuables arising from our negligence shall be limited in accordance with its terms;
  - b) We shall be entitled to the benefit of all limitations, rights and immunities conferred by the LLMC 1976 ; and
  - c) Any damages payable by us up to the LLMC 1976 limits shall be reduced in proportion to any contributory negligence by the passenger and by the maximum deductible (if applicable) specified in the LLMC 1976
- 11.8 City Cruises cannot be held responsible for any disruption to services in the event of responding to instructions from third parties including, but not limited to, the MCA, PLA and any Emergency Services.
- 11.9 City Cruises cannot be held responsible for any cancellations or delays or other losses arising from weather conditions, tides, acts of God, strikes, terrorism, acts of third parties or other matters beyond the control of City Cruises.

11.10 We reserve the right, when necessary and without notice, to alter timetables or re-route vessels for reason of safety or to stop them visiting a pier. Although any such action will be exceptional, we do not guarantee to operate any services in accordance with published schedules, or at all.

## **12. Complaints**

12.1 Any passenger complaints should be made within fourteen days of the event and should be made in writing to The Reservations Manager, City Cruises Plc, Unit 6, 1 Mill Street, Scotts Sufference Wharf, London, SE1 2DF, England.

## **13. Law & Jurisdiction**

13.1 In the event of any dispute or claims between City Cruises and any passenger (s) which cannot be resolved by agreement then the parties agree that any such dispute shall be decided by English law.

13.2 The parties agree that any dispute shall be resolved by the English courts which shall have exclusive jurisdiction.