

## CONDITIONS OF CARRIAGE

1. APPLICATION - These conditions apply whether a contract has been made verbally or in writing.
2. QUOTATIONS - All quotations are made subject to a vessel suitable for the Hirer's requirements still being available at the time of acceptance and are valid for 28 days from issue or for any period specified by Solent & Wightline Cruises.
3. PARTY / PRIVATE BOOKINGS - Bookings are accepted on the understanding that payment is guaranteed for the numbers booked and by the specified date quoted on the Booking confirmation. No allowance can be considered unless advice is given of reduction in numbers at least two weeks prior to the booking to allow Solent & Wightline Cruises time to try and dispose of such tickets and every effort will be made to do so. Circumstances may prevail where it is deemed necessary to interchange vessels and Solent & Wightline Cruises Ltd reserves the right to do so.
4. ROUTE VARIATION - Whilst every endeavour will be made to ensure that vessels run to the scheduled timetable, circumstances may prevail which prevent punctuality and, at all times, the vessel will remain under complete control of the Master; the trip being varied if, in his sole opinion, this should be desirable for weather or any other cause beyond our control; the customer having no claim against Solent & Wightline Cruises in the event of such deviation or variation.
5. PAYMENT – ALL deposits paid are NON-REFUNDABLE. Any requested deposit MUST be paid by the time stated by Solent & Wightline Cruises, verbally or otherwise, upon receipt of which our Booking confirmation will be issued. Unless other arrangements have been made, balance of payment for private charters and 'public' bookings, including any catering or other services, is due two weeks prior to the cruise.
6. RESERVATIONS – Provisional bookings are taken & held for 7 days only, unless otherwise agreed. After this time, should no further communication be received by way of letter, telephone call or deposit, the booking will be re-sold.
7. CANCELLATION – If cancellation is made after the two week deadline \*\*see note 5\*\* the Hirer will be liable for full payment of the charter price. In the event of a cancellation of cruise due to any circumstances beyond our control (bad weather, mechanical failure, etc) we shall only be liable to refund cruise charges paid by the customer after deducting any expenses incurred on the Hirer's behalf, and we will not be liable for any other expenses incurred by the Hirer.
8. RIGHT OF ADMISSION / DRESS - The Master is responsible for the safety of the vessel and for the comfort of the passengers at all times, therefore a reasonable standard of dress is requested. Ladies should be aware of the possibility of tripping on the landing stage, especially when wearing high heels. Solent & Wightline Cruises reserves the right to refuse admission and carriage to any passenger who is deemed by any member of staff to be under the influence of alcohol or illegal substances. Where necessary, searches will be carried out to ensure no illegal substances or alcohol is brought onto our vessels. Any drink found during searches will be confiscated and returned to the owner at the end of the cruise. It is NOT permissible for clients to provide their own drink, unless by prior arrangement with Solent & Wightline Cruises, whereupon corkage charges will apply.
9. WHEELCHAIR POLICY – We welcome disabled customers on board our vessels. Upper decks are only accessible by stairs. Crew are not permitted to assist with or lift occupied wheelchairs. Each wheelchair must be accompanied by an attendant to assist the disabled person in the event of an emergency on board.
10. CONDUCT / DAMAGE - Where deemed necessary, a damage deposit and/or the use of our Security Company (at the Hirer's cost) may be requested. The Hirer is responsible for any damage caused by his/her party, and for advising his/her group of the conditions required. Should any person/s who may, in the Masters sole opinion, constitute a hazard to him/herself, other passengers or the safety of the vessel while cruising, become apparent, the vessel will be returned to the departure point and the cruise terminated. Solent & Wightline Cruises Ltd will have no hesitation in involving the Police authorities if deemed necessary and the customer will have NO claim for a refund on cruise charges.
11. ALCOHOL – By law, Solent & Wightline Cruises will not serve alcohol to any person who is, or appears to be, under the age of 18, or to any person deemed to be providing alcohol to an under 18. Alcohol will also be refused to any person deemed to be excessively inebriated or under the influence of any illegal substance.
12. EVENING CRUISES - DJs or bands are employed that play middle of the road music. Permission must be obtained from Solent & Wightline Cruises before booking teenage, stag or hen parties. Over 18s only will be allowed on evening cruises, unless by prior arrangement. (Rule 8 applies)
13. SCHOOL PARTIES – Owing to the nature of such events, whereby passengers are unquestionably under the age of 18, Solent & Wightline Cruises will operate 'soft' bars only i.e. NO alcohol - this includes teachers and/or accompanying adults. The provision of own drink is NOT permitted (Rule 8 applies) While Solent & Wightline Cruises staff are responsible for the safety of all passengers (note Rule 8) - attending teachers and/or accompanying adults are *FULLY LIABLE* for the conduct of pupils while aboard our vessels and are expected to supervise and manage the pupils *AT ALL TIMES*.
14. COMPLAINTS - Any complaints in respect of the services supplied must be made during or before the end of the cruise to the Master, and in writing to our office within 7 days.
15. CHARTER - Bookings are for the time specified on the Booking confirmation, although boarding can commence 30 minutes before sailing. Setting up time is allowed for sound equipment, banners, posters, etc. by prior arrangement with Solent & Wightline Cruises and may be subject to an additional charge. The following equipment is NOT permitted onto any vessel by the Hirer or any outside contractor arranged by either party: Smoke Machines, Strobe lights, Laser Lights, Silly String or any other aerosol. The Master has authority to remove/ retain any item he believes to be a danger or threat to other passengers/crew.
16. FLY POSTING/LEAFLET DROPPING – Current legislation dictates that any person defacing or littering will be liable for prosecution. Solent & Wightline Cruises Ltd accepts no responsibility for Clients advertising in this manner and will not accept liability for any resulting action.

SOLENT & WIGHTLINE CRUISES CRUISES LTD ACCEPTS NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR INJURY TO PASSENGERS OR THEIR APPAREL OR BAGGAGE, WHILE TRAVELLING TO AND FROM OUR VESSELS.

(Subject to Unfair Contract Terms Act 1977.)