

**DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY**  
**PRIVATE CHARTER TERMS & CONDITIONS**

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### **CAPTAIN'S CONTROL OF VESSEL**

DURING HIRE, THE VESSEL WILL REMAIN UNDER COMPLETE CONTROL OF THE CAPTAIN AND/OR CREW. IF FOR WEATHER, TIDAL OR OTHER REASONS, THE CAPTAIN CONSIDERS IT NECESSARY TO VARY THE SCHEDULED TRIP, HIS ORDERS WILL BE ACCEPTED BY THE HIRER. SHOULD THE HIRER HAVE ANY CAUSE FOR COMPLAINT, HE/SHE MUST NOTIFY THE CAPTAIN BEFORE TERMINATION OF THE HIRE. COMPLAINTS NOT NOTIFIED WILL NOT BE ACCEPTED AFTER THE CHARTER.

THE SCHEDULED TRIP MAY BE VARIED BY THE CAPTAIN AT HIS/HER ABSOLUTE DISCRETION IN THE EVENT OF HIS/HER CONSIDERING THAT SUCH VARIATION IS DESIRABLE THROUGH ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO WEATHER OR TIDE CONDITIONS.

### **THE COMPANY**

WE RESERVE THE RIGHT TO SUBSTITUTE ANOTHER VESSEL AND, IF NECESSARY, FOR REASONS BEYOND THEIR CONTROL, TO CANCEL THE SAID CHARTER, BUT WILL NOT BE LIABLE FOR ANY EXPENSES INCURRED BY THE HIRERS CAUSED BY SUCH SUBSTITUTION OR CANCELLATION.

### **SET UP**

WE WILL ENDEAVOUR TO ALLOW 1 HOUR SET UP TIME AT THE DEPARTURE POINT BEFORE A CHARTER FOR ORGANISERS TO SET UP AND DECORATE, HOWEVER THIS CANNOT ALWAYS BE GUARANTEED. ANY CLIENTS REQUIRING EXTRA SET UP TIME ARE REQUESTED TO BOOK ADDITIONAL HOURS. DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY RESERVES THE RIGHT TO CONDUCT VIEWINGS, TAKE DELIVERIES, CLEAN AND SET UP THE VESSEL DURING THIS TIME. THE USE OF NAKED FLAMES (CANDLES, LANTERNS, ETC), TABLE CONFETTI AND BUBBLES ARE NOT PERMITTED.

ANY ADDITIONAL TIME BOOKED WILL BE CHARGED AT THE PUBLISHED RATE.

PASSENGERS PERMITTED ON BOARD DURING THE SET UP TIME ARE RESTRICTED TO PEOPLE ACTUALLY HELPING TO SET UP. ANY OTHER PASSENGERS MAY BE ASKED TO DISEMBARK UNTIL THE VESSEL IS READY FOR BOARDING.

### **EMBARKING**

THE VESSEL WILL BE READY FOR BOARDING 15 MINUTES BEFORE THE AGREED DEPARTURE TIME AND PASSENGERS WILL NOT BE PERMITTED ON BOARD BEFORE THIS TIME, REGARDLESS OF THE WEATHER CONDITIONS. ORGANISERS ARE REQUESTED TO PASS THIS INFORMATION TO THEIR PARTY TO ENSURE THEY ARRIVE AT THE CORRECT TIME.

THE VESSEL WILL LEAVE THE DEPARTURE POINT AT THE REQUESTED TIME AND ANYONE NOT ON BOARD WILL BE LEFT BEHIND. DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY WILL NOT BE RESPONSIBLE FOR LATE PASSENGERS MISSING THE CHARTER.

### **RECEPTION DRINKS**

PRE-ORDERED RECEPTION DRINKS WILL BE POURED AND LAID OUT ON A TABLE FOR PASSENGERS TO HELP THEMSELVES TO WHEN BOARDING.

SOME CLIENTS WISH TO SAVE MONEY BY PURCHASING WINE OR CHAMPAGNE BY THE BOTTLE. IN THIS CASE WE PROVIDE THE BOTTLE AND GLASSES AND THE CLIENT IS RESPONSIBLE FOR POURING AND SERVING, AS YOU WOULD DO IF YOU BOUGHT A BOTTLE FROM THE BAR.

### **BAR INFORMATION**

THE HIRE OF THE VESSEL INCLUDES THE COST OF THE BAR STAFF

UP TO 70 GUESTS, THE MAIN BAR & ONE BAR STAFF ARE INCLUDED IN THE HIRE PRICE.

ABOVE 70 GUESTS, THE MAIN BAR, DANCE FLOOR BAR & TWO BAR STAFF ARE INCLUDED IN THE HIRE PRICE.

IT IS ILLEGAL FOR US TO SERVE ALCOHOL WHILST ALONGSIDE AND IF YOU ARRANGE FOR THE BOAT TO REMAIN ALONGSIDE FOR ANY LENGTH OF TIME DURING A CHARTER THEN THE BARS WILL BE CLOSED. IT IS THE ORGANIZER'S RESPONSIBILITY TO ENSURE THAT THEIR GUESTS UNDERSTAND THIS.

NO DRINKS MAY BE BROUGHT ON BOARD BY PASSENGERS. DRINKS ARE OBTAINABLE AT THE BAR AT COMPETITIVE PRICES. ALL DRINKS FROM THE BAR ARE SERVED IN GLASS GLASSES I.E. WE DO NOT SERVE DRINKS IN PLASTIC GLASSES. DUE TO LOSS AND BREAKAGE OF GLASS ON VARIOUS TRIPS WE REGRET THAT A CHARGE WILL BE MADE FOR ANY SUCH BREAKAGES OR LOSSES EITHER PAYABLE ON THE EVENING OF THE CHARTER.

ANY ALCOHOL ATTEMPTED TO BE BROUGHT ON BOARD WILL BE CONFISCATED, DISPOSED OF AND NOT RETURNED AT THE END OF THE CRUISE.

## CATERING

CLIENTS MAY USE OUTSIDE CATERERS OF THEIR CHOICE. THE WASTE DISPOSAL IS THE RESPONSIBILITY OF THE HIRER AND WE DO NOT INCLUDE USE OF ANY UTENSILS, CROCKERY, CUTLERY OR LINEN. WE WILL LEVY A CHARGE FOR ANY WASTE DISPOSAL CONDUCTED BY OURSELVES. NO WASTE PRODUCT OF ANY KIND IS TO BE DISPOSED OF OVERBOARD.

## TABLES AND CHAIRS

THE TABLES ON BOARD ARE TRESTLE TABLES WHICH SEAT A MAXIMUM OF 4 PEOPLE, 2 PER SIDE.

TABLES AND CHAIRS ARE SET UP IN THE LOWER SALOON WITH SEATING AROUND THE TOP DECK.

## OUR LIABILITY

- WE SHALL BE UNDER NO LIABILITY TO YOU FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, RESULTING FROM YOUR BOOKING OR TO YOUR EQUIPMENT, FURNITURE, STOCK OR OTHER ITEMS HOWEVER ARISING (AND WHETHER OR NOT CAUSED BY OUR NEGLIGENCE OR THAT OF OUR EMPLOYEES OR AGENTS).
- WE SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR EXPENSES SUFFERED BY YOU HOWEVER CAUSED AND INCLUDING (BUT NOT LIMITED TO) LOSS OF ANTICIPATED PROFITS, GOODWILL, REPUTATION, BUSINESS RECEIPTS OR CONTRACTS, OR LOSSES OR EXPENSES RESULTING FROM THIRD PARTY CLAIMS. IT IS TO BE NOTED THAT THE CLOAKROOMS PROVIDED FOR THE CUSTOMER AND GUESTS ARE NOT UNDER CONSTANT SUPERVISION AND THAT ANY PROPERTY DEPOSITED THEREIN IS LEFT THERE AT THE SOLE RISK OF THE OWNER.
- IF YOU WISH TO LEAVE ANY EQUIPMENT, FURNITURE OR OTHER ITEMS ON BOARD ANY DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY VESSEL, WE WILL ONLY BE LIABLE FOR LOSS OF, OR DAMAGE TO, SUCH ITEMS, IF SUCH ITEMS ARE DEPOSITED BY YOU, EXPRESSLY FOR SAFE KEEPING WITH AN APPROPRIATE MEMBER OF OUR STAFF. WE MAY, AT OUR ABSOLUTE DISCRETION, REFUSE TO ACCEPT ITEMS FOR SAFEKEEPING. YOU MUST COLLECT ALL ITEMS DEPOSITED FOR SAFEKEEPING BY SUCH TIME AS WE MAY AGREE. IF ANY DEPOSITED ITEMS HAVE NOT BEEN COLLECTED BY YOU WITHIN 1 (ONE) WEEK OF THEIR COLLECTION TIME, WE MAY DISPOSE OF THEM.
- WHERE WE ACCEPT RESPONSIBILITY FOR SAFEKEEPING OF YOUR BELONGINGS AND SUCH BELONGINGS ARE EITHER LOST, STOLEN OR DAMAGED, OUR ONLY OBLIGATION WILL BE TO REPLACE OR REPAIR ANY LOST OR DAMAGED ITEMS PROVIDED SUCH BELONGINGS HAVE ALREADY BEEN INSURED TO THEIR MAXIMUM VALUE AND YOU FIRST CLAIM UNDER SUCH INSURANCE. IN ANY EVENT, OUR LIABILITY TO YOU UNDER THIS CLAUSE IS LIMITED TO A MAXIMUM OF £250 FOR ANY ONE ITEM AND TO A TOTAL OF £2,500 FOR ALL ITEMS.
- NOTHING IN THESE TERMS AND CONDITIONS LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE.

## YOUR LIABILITY

YOU SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY US IN RESPECT OF:

- ANY LOSS OR DAMAGE TO THE BOAT AND ITS FIXTURES, FITTINGS, EQUIPMENT, STOCK OR OTHER ITEMS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF NEGLIGENT OR DELIBERATE ACTS AND/OR OMISSIONS BY YOU; AND
- ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST US ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF NEGLIGENT OR DELIBERATE ACTS OR OMISSIONS BY YOU.

WE RECOMMEND THAT YOU TAKE OUT SUITABLE INSURANCE COVER TO PROTECT YOU IN THE EVENT THAT ANY OF THE ABOVE INCIDENTS OCCUR.

## DAMAGE AND LOSS

HIRERS ARE LIABLE FOR ANY LOSS AND DAMAGE TO THE VESSEL'S EQUIPMENT OR FITTINGS CAUSED BY THEM OR PERSONS IN THEIR PARTY.

## PUNCTUALITY

ANY "BOARDING AT" AND/OR "RETURN AT" TIMES ARE NOT GUARANTEED BY US. HOWEVER, WE WILL USE OUR REASONABLE ENDEAVOURS TO COMPLY THEREWITH.

IT IS YOUR RESPONSIBILITY TO ENSURE THE PASSENGERS ARE READY TO BOARD THE BOAT BY THE "BOARDING AT" TIME AND YOUR RESPONSIBILITY TO ENSURE THE CHARTER ENDS BY THE "RETURN AT" TIME. YOU MUST VACATE THE BOAT BY THE "DISEMBARK AT" TIME.

WE MAY MAKE A FURTHER CHARGE FOR ANY ADDITIONAL EXPENSES OR COSTS WE INCUR WHERE;

- DELAYS ARE CAUSED BY YOU; AND
- YOU FAIL TO VACATE THE BOAT OF ALL GUESTS BY THE "DISEMBARK AT" TIME AND THE EQUIPMENT AND CONTRACTORS BY THE BREAK DOWN TIME. WE RESERVE THE RIGHT AT OUR DISCRETION TO CHARGE ADDITIONALLY IN THIS RESPECT ON A 30-MINUTE BASIS.

THE BOAT WILL ARRIVE AT THE CHOSEN DEPARTURE POINT 15 MINUTES BEFORE THE END OF THE CHARTER WHICH IS WHEN THE BARS WILL CLOSE. PASSENGERS WILL THEN HAVE 15 MINUTES TO FINISH THEIR DRINKS AND DISEMBARK. ALL PASSENGERS MUST BE DISEMBARKED BY THE END OF THE CHARTER.

PASSENGERS DELAYING THE END OF THE CHARTER WILL INCUR ADDITIONAL HOURLY CHARGES AT THE APPROPRIATE RATE AND THESE WILL BE BILLED TO THE ORGANISER.

## **ENGAGEMENT OF CONTRACTORS**

YOU MAY ENGAGE YOUR OWN CONTRACTORS TO PROVIDE THE BOAT SET-UP.

ALL PROPOSALS FOR THE BOAT SET-UP, INCLUDING PLANS AND SPECIFICATIONS, MUST FIRST BE SUBMITTED TO US IN WRITING FOR APPROVAL NO LATER THAN 10 WORKING DAYS PRIOR TO THE CHARTER DATE. WE WILL PROVIDE OUR DECISION IN WRITING WITHIN 7 WORKING DAYS THEREAFTER.

YOU WILL PROCURE THAT ANY OUTSIDE CONTRACTORS (INCLUDING ENTERTAINERS) WHOM YOU ENGAGE OBSERVE THESE TERMS AND CONDITIONS (WHERE RELEVANT). UNLESS YOUR CONTRACTOR AGREES TO OBSERVE THE TERMS AND CONDITIONS, WE WILL REFUSE THEM ACCESS TO THE BOAT.

YOU WILL INDEMNIFY US AGAINST ALL CLAIMS, EXPENSES AND COSTS WE SUFFER OR INCUR DUE TO YOUR CONTRACTORS ACTS AND/OR OMISSIONS.

WE EXPRESSLY FORBID THE ATTACHMENT OF ANY MATERIAL TO WALLS, FLOORS, CEILINGS OR PILLARS WITHOUT PRIOR PERMISSION IN WRITING.

IF, AT YOUR REQUEST, WE PURCHASE GOODS/SERVICES FROM A THIRD PARTY OR ARRANGE ADDITIONAL FACILITIES WITH THE SAME, WE WILL CHARGE YOU FOR ALL COSTS INCURRED BY US. WE MAY ADD A HANDLING CHARGE AND WILL BE PAYABLE IN ADDITION TO ANY CANCELLATION PAYMENT.

## **LICENCES**

IT IS YOUR RESPONSIBILITY TO ENSURE THE ORDERLY AND SAFE CONDUCT OF THE CHARTER. YOU MUST ENSURE THAT NOTHING WILL BE DONE WHICH WILL CONSTITUTE A BREACH OF THE LAW, MAY INTERFERE WITH ANY OTHER PERSON'S USE OR ENJOYMENT OF THE CHARTER OR IN ANY WAY CAUSE A NUISANCE, OR BE AN INFRINGEMENT OF, OR OCCASION OR MAKE POSSIBLE ANY FORFEITURE OR ENDORSEMENT OF THE LICENCES HELD BY US IN RESPECT OF SALE OF ALCOHOL OR THE PERFORMANCE OF MUSIC AND DANCING. IN PARTICULAR, YOU WILL ENSURE THAT THERE IS NO ILLEGAL BETTING OR GAMING CARRIED OUT ON BOARD THE BOATS.

## **SECURITY**

IF SECURITY IS REQUIRED WE WILL PROVIDE SECURITY STAFF AT COST PLUS 10% ADMINISTRATION FEE. IF YOU PROVIDE YOUR OWN SECURITY STAFF FOR THE CHARTER, SUCH STAFF MUST HOLD THE SECURITY INDUSTRY ASSOCIATION BADGE (COPY TO BE SUPPLIED 14 DAYS PRIOR TO THE EVENT) AND BE APPROVED BY US IN WRITING IN ADVANCE.

## **ENTERTAINMENT**

IT IS YOUR RESPONSIBILITY TO ENSURE THAT ALL PERFORMERS, BANDS AND LIVE ACTS CONTRACTED BY YOU FOR THE CHARTER HAVE PUBLIC LIABILITY INSURANCE TO THE VALUE OF AT LEAST £3,000,000 TO COVER ANY DEATH OF, OR INJURY TO ANY OF OUR EMPLOYEES OR ANY THIRD PARTY OR LOSS OF OR DAMAGE TO OUR, OR ANY THIRD PARTY'S PROPERTY RESULTING FROM THE MALFUNCTION OF THEIR EQUIPMENT AND FROM THEIR ACTIONS GENERALLY. YOU MUST PRODUCE ON REQUEST A COPY OF THE POLICY OF INSURANCE AND EVIDENCE THAT IT IS IN FORCE.

WE WILL HAVE ABSOLUTE AUTHORITY TO STOP LIVE ACTS OR REFUSE THEM PERMISSION TO PERFORM.

WHERE LIVE ENTERTAINMENT IS PROVIDED OR AUDIO VISUAL EQUIPMENT IS USED, THE MAXIMUM DECIBEL LEVEL AT WHICH YOU MAY USE SUCH EQUIPMENT IS 90 DECIBELS.

YOU MUST GIVE US FULL DETAILS OF ANY LIVE ENTERTAINMENT YOU INTEND TO ENGAGE FOR THE CHARTER WITHIN 10 WORKING DAYS BEFORE THE CHARTER. YOU MUST NOT SHOW FILMS OR VIDEOS OR PERFORM PLAYS WITHOUT OUR PRIOR WRITTEN APPROVAL.

DURING NIGHT JOBS WITH A BAND OR DISCO EMBARKED, THE CAPTAIN WILL CONTROL THE DJ OR BAND LEADER TO ENSURE THAT THE VOLUME IS REDUCED OR STOPPED ALTOGETHER WHEN NEAR BUILT UP AREAS. THIS APPLIES TO DARTMOUTH (NO MUSIC SOUTH OF SANDQUAY), DITTISHAM (SOFT MUSIC BETWEEN NOI BUOY AND THE ANCHORSTONE) AND TOTNES (NO MUSIC UPSTREAM OF THE SOUTHERN END OF BALTIC WHARF).

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## RESERVATION & PAYMENT

BOAT HIRE CHARGE IS ZERO RATED AND ALL OTHER PRICES ARE QUOTED EXCLUSIVE OF VAT.

THE CONTRACT SETS OUT THE PAYMENTS THAT ARE TO BE MADE BY YOU TOGETHER WITH THE DUE DATES. PAYMENT OF DEPOSITS AND BALANCES WILL CONSTITUTE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS LAID OUT.

ALL PROVISIONAL RESERVATIONS OF A BOAT HIRE WITH DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY MADE BY YOU WILL BE HELD ON A PROVISIONAL BASIS (FOR A CONFIRMATION PERIOD OF NO MORE THAN 7 DAYS ) UNTIL WE ACCEPT THE BOOKING.

ALL CHARTER BALANCES ARE PAYABLE IN FULL 30 WORKING DAYS BEFORE THE CHARTER OR THE CHARTER WILL BE DEEMED TO BE CANCELLED BY YOU AND THE CANCELLATION POLICY TERMS WILL APPLY. A PAYMENT REMINDER EMAIL WILL BE SENT TO YOU AUTOMATICALLY 60 DAYS PRIOR TO THE CHARTER DATE.

IF NOT PAYING VIA CREDIT OR DEBIT CARD, YOU MUST MAKE ALL PAYMENTS TO US IN POUNDS STERLING BY CHEQUE (PAYABLE TO "DART PLEASURE CRAFT") OR BY BACS/CHAPS BANK TRANSFER TO OUR BANK ACCOUNT HELD WITH LLOYDS TSB, SORT CODE 30-98-67, ACCOUNT NO 01027116, ACCOUNT NAME "DART PLEASURE CRAFT" TO ENSURE WE HAVE RECEIVED CLEARED FUNDS 30 WORKING DAYS PRIOR TO THE CHARTER. WE WILL NOT ACCEPT ANY TRANSFER CHARGES RELATING TO RECEIPT OF FUNDS VIA WIRE TRANSFERS, CHAPS, BACS OR ANY OTHER FORM OF ELECTRONIC PAYMENT WHETHER CHARGED DIRECTLY BY YOUR BANK OR ANY INTERMEDIARIES. YOUR ACCOUNT WILL ONLY BE CREDITED WITH THE NET FUNDS RECEIVED BY US. PLEASE ENSURE CLEAR INSTRUCTIONS ARE GIVEN TO YOUR BANK (AND ANY INTERMEDIARY THAT YOU OR YOUR BANK MAY USE) THAT PAYMENT OF ALL SUCH TRANSFER CHARGES ARE YOUR SOLE RESPONSIBILITY AND NOT OURS.

ANY ADDITIONAL CHARGES INCURRED DURING THE CHARTER MUST BE SETTLED ON BOARD AT THE END OF THE CHARTER BY CASH. CHEQUES ARE NOT ACCEPTED AT THIS TIME. ALTERNATIVELY, AN ACCOUNT BAR CAN BE ARRANGED WITH PRIOR DISCUSSION AND AGREEMENT. PLEASE NOTE YOUR INTENTION TO RUN AN ACCOUNT BAR AT THE SPECIAL REQUESTS SECTION OF THE BOOKING PROCESS.

IN THE EVENT OF ANY ACCOUNTS NOT BEING SETTLED BY THE END OF THE CHARTER DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY WILL INVOICE FOR THE AMOUNT OUTSTANDING PLUS A 10% ADMINISTRATION CHARGE.

WE REGRET THE FOLLOWING ARE NOT PERMITTED ON BOARD UNDER ANY CIRCUMSTANCES:

- I. PARTY POPPERS, SILLY STRING, CONFETTI OR TABLE CONFETTI.
- II. DRY ICE, SMOKE OR BUBBLE MACHINES.
- III. LIT CANDLES, SPARKLERS, FIREWORKS OR SIMILAR.

NO BOOKING CAN BE CONFIRMED UNTIL A COMPLETED AND SIGNED COPY OF THE BOOKING FORM INDICATING ACCEPTANCE OF THESE TERMS AND CONDITIONS HAS BEEN RECEIVED AND ACCEPTED BY THE COMPANY. ALL BOOKINGS, WITH AGREED PRICES, WILL BE CONFIRMED TO THE ORGANISER BY THE COMPANY IN WRITING.

IF YOU DO NOT PAY ANY PAYMENTS DUE UNDER THE CONTRACT BY THE DUE DATES WE RESERVE THE RIGHT TO ADD INTEREST TO ALL AMOUNTS OWING BY YOU TO US, AT THE ANNUAL RATE OF 4% ABOVE THE PUBLISHED BASE RATE FROM TIME TO TIME OF LLOYDS TSB. SUCH INTEREST SHALL ACCRUE ON A DAILY BASIS FROM THE DUE DATE UNTIL THE DATE OF PAYMENT, WHETHER BEFORE OR AFTER ANY JUDGMENT.

## CANCELLATION BY YOU

IF YOU WISH TO CANCEL YOUR BOOKING, SUCH CANCELLATION MUST BE MADE IN WRITING TO US IMMEDIATELY. IF CANCELLATION IS MADE 14 DAYS AFTER THE DATE THE DEPOSIT IS PAID THEN THE DEPOSIT WILL BE REFUNDED IN FULL EXCEPT IN THE CIRCUMSTANCE THAT THE CHARTER IS WITHIN A 30-60 DAY PERIOD OF THE CHARTER DATE IN WHICH CASE THE FULL DEPOSIT IS WITHHELD. IN THE CASE THAT YOU WISH TO CANCEL A CHARTER WITHIN 30 DAYS OF THE CHARTER DATE THEN THE WHOLE CHARTER FEE IS FORFEIT.

WE RECOMMEND THAT YOU TAKE OUT SUITABLE INSURANCE COVER IN THE EVENT THAT YOU CANCEL YOUR BOOKING AND INCUR THE CANCELLATION FEE.

## **CANCELLATIONS BY US**

WE MAY CANCEL YOUR BOOKING AT ANY TIME BY REASON OF CIRCUMSTANCES OR EVENTS BEYOND OUR REASONABLE CONTROL INCLUDING (BUT NOT LIMITED TO) ACTS OF GOD, WAR, TERRORISM, RIOT, STRIKE, LOCK OUT, TRADE DISPUTE OR LABOUR DISTURBANCE, ACCIDENT, FIRE, FLOOD, STORM, OR OTHER CIRCUMSTANCES AFFECTING OUR ABILITY TO PERFORM OUR OBLIGATIONS. IN SUCH CIRCUMSTANCES WE MAY, AT OUR DISCRETION;

- I. REFUND ANY PAYMENTS MADE; OR
- II. USE OUR REASONABLE ENDEAVOURS TO TRANSFER YOUR BOOKING TO ANOTHER APPROPRIATE VENUE.

IN ANY EVENT, WE SHALL HAVE NO FURTHER LIABILITY WHATSOEVER OWED TO YOU.

WE MAY CANCEL YOUR BOOKING AT ANY TIME WITHOUT FURTHER LIABILITY TO YOU IF WE REASONABLY BELIEVE THAT YOU:-

- I. BEING AN INDIVIDUAL, SHALL SUFFER AN INTERIM ORDER (WITHIN THE MEANING OF THE INSOLVENCY ACT 1986) TO BE MADE AGAINST YOU OR ENTER INTO A VOLUNTARY ARRANGEMENT OR SUFFER THE MAKING OF A STATUTORY DEMAND OR THE PRESENTATION OF A PETITION FOR A BANKRUPTCY ORDER; OR
- II. BEING A BODY CORPORATE OR FIRM, SHALL ENTER INTO ANY LIQUIDATION, SHALL CALL ANY MEETING OF ITS CREDITORS OR SHALL HAVE A RECEIVER OR RECEIVER MANAGER OF ALL OR ANY OF ITS UNDERTAKING OR ASSETS APPOINTED OR SHALL SUFFER THE APPOINTMENT OR THE PRESENTATION OF A PETITION FOR THE APPOINTMENT OF AN ADMINISTRATOR UNDER THE PROVISIONS OF PART II OF THE INSOLVENCY ACT 1986, OR SHALL BE DEEMED BY VIRTUE OF SECTION 123 OF THE INSOLVENCY ACT 1986 TO BE UNABLE TO PAY ITS DEBTS AND THE CANCELLATION FEE SHALL REMAIN PAYABLE; OR
- III. INTEND TO BREAK THE TERMS OF THIS CONTRACT IN ANY WAY.

WE MAY CANCEL YOUR BOOKING AT ANY TIME, INCLUDING DURING AN CHARTER, IF WE REASONABLY BELIEVE THAT YOU ARE DOING OR PROPOSING TO DO, ANYTHING (OR ARE ALLOWING, OR PROPOSING TO ALLOW, ANYTHING TO BE DONE) WHICH WE REASONABLY BELIEVE MIGHT PREJUDICE OUR REPUTATION OR MIGHT RESULT IN ANY FORM OF ACTION BEING TAKEN AGAINST US OR OUR OFFICERS OR EMPLOYEES. IN SUCH CIRCUMSTANCES WE WILL HAVE NO LIABILITY TO YOU ARISING FROM SUCH CANCELLATION. IN THE EVENT OF SUCH CANCELLATION OUR CANCELLATION POLICY SHALL APPLY.

WE MAY CANCEL YOUR BOOKING AT ANY TIME WITHOUT FURTHER LIABILITY, IF THE BOAT HIRED FOR THE CHARTER UNDERGOES ANY STRUCTURAL OR ENGINE WORKS THAT WOULD MAKE IT UNSUITABLE FOR YOUR CHARTER TO BE HELD. IN CIRCUMSTANCES COVERED BY THIS CLAUSE WE MAY AT OUR DISCRETION:

- I. REFUND ANY PAYMENTS MADE; OR
- II. USE OUR REASONABLE ENDEAVOURS TO TRANSFER YOUR BOOKING TO ANOTHER APPROPRIATE VENUE.

IN ANY EVENT WE SHALL HAVE NO FURTHER LIABILITY WHATSOEVER OWED TO YOU.

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## **ADDITIONAL TERMS FOR CHARTERS DEPARTING TORBAY**

CHARTERS DEPARTING FROM TORQUAY OR BRIXHAM ARE SEA CONDITION AND WEATHER DEPENDENT. PLEASE CHECK IN WITH YOUR DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY CONTACT ON THE MORNING OF DEPARTURE TO CHECK THAT YOUR CHARTER IS ABLE TO DEPART AS SCHEDULED. WE WILL TRY OUR UTMOST TO OPERATE YOUR CHARTER BUT WE WILL PUT YOU AND YOUR GUESTS SAFETY AND COMFORT FIRST.

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## **ADDITIONAL CONDITIONS**

YOU MUST NOT SUB-LICENCE OR SHARE OCCUPATION OF THE BOAT, WITHOUT OUR PRIOR WRITTEN CONSENT.

YOU MAY ONLY USE THE DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY NAME IN ADVERTISING OR PUBLICITY SOLELY IN CONNECTION WITH THE CHARTER, AND NOT OTHERWISE, PROVIDED ALSO THAT YOU OBTAIN OUR PRIOR WRITTEN APPROVAL AS TO THE MEDIA, FORMAT, DESIGN AND CONTENT OF SUCH ADVERTISING OR PUBLICITY.

THE CUSTOMER UNDERTAKES THAT NO TICKETS SHALL BE ISSUED OR SOLD TO THE GENERAL PUBLIC AND THAT ALL PERSONS WHO EMBARK THE BOAT ARE EITHER INVITED BY THE INDIVIDUAL BOOKING THE CHARTER OR ARE BONA FIDE MEMBERS OF THE COMPANY, FIRM OR GROUP NAMED IN THE CONTRACT.

## **PASSENGERS**

- I. YOU MUST CONFIRM THE NUMBER OF GUESTS WHICH WILL ATTEND THE CHARTER AT THE TIME OF PAYMENT OF THE FINAL BALANCE. IF YOU DO NOT CONFIRM THE NUMBER OF GUESTS BY THIS DATE, WE WILL ASSUME THAT THE NUMBER OF GUESTS ATTENDING THE CHARTER IS AS SET OUT IN THE CONTRACT AND YOU MAY BE CHARGED ACCORDINGLY.
- II. THERE MUST BE ONE DESIGNATED RESPONSIBLE PERSON IN CHARGE OF YOUR PARTY. WE REQUIRE FULL NAME AND A VALID AND CURRENT MOBILE TELEPHONE NUMBER FOR THAT PERSON. ANY PERSON NAMED ON THE BOOKING FORM AS ORGANISER SHALL BE CONSIDERED THE HIRER AND SHALL BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE LIABLE FOR ALL CHARGES MADE BY THE COMPANY. WHERE TWO OR MORE PERSONS ARE NAMED THEY SHALL EACH BE CONSIDERED THE HIRER AND SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THESE CONDITIONS.

## **MAXIMUM NUMBERS**

EACH BOAT HAS A DESIGNATED MAXIMUM NUMBER OF PERSONS THAT ARE LEGALLY ALLOWED ON BOARD AT ANY ONE TIME. THE MAXIMUM NUMBER ALLOWED DEPENDS ON THE TYPE OF BOAT. FULL DETAILS WILL BE MADE AVAILABLE AT THE TIME OF THE BOOKING.

## **PIRATE RADIO STATIONS**

NO CHARTER SHALL TAKE PLACE, WHICH MAKES REFERENCE, EITHER DIRECTLY, OR INDIRECTLY, TO ANY PIRATE RADIO STATION IN ANY FORM. ADVERTISING OF ANY CHARTER SHALL NOT INCLUDE EITHER THE NAME OF ANY PIRATE RADIO STATION, OR OF ANY PERSON CONNECTED WITH ANY PIRATE RADIO STATION. NO DJs, MCs OR OTHER PEOPLE WORKING FOR ANY PIRATE RADIO STATION SHALL BE ALLOWED TO PERFORM ON BOARD. DURING THE CHARTER, NO REFERENCE SHALL BE MADE TO ANY PIRATE RADIO STATION. ANY BREACH OF THIS CLAUSE WILL RENDER THE HIRER LIABLE TO SUMMARY CANCELLATION OF THE CHARTER, WITH NO REIMBURSEMENT OF COSTS.

## **GENERAL**

DARTMOUTH STEAM RAILWAY & RIVER BOAT COMPANY RETAINS THE RIGHT TO REFUSE BOARDING FOR SAFETY REASONS OR WE BELIEVE A PASSENGER(S) IS SUSPECTED OF BEING INTOXICATED.. THE CREW RESERVE THE RIGHT TO REFUSE TO SERVE CUSTOMERS.

BATHROOMS ON BOARD SOME VESSELS ARE ACCESSED BY STAIRS ONLY.

SMOKING IS PERMITTED ON DESIGNATED OUTSIDE DECKS ONLY AND IT THE DISCRETION OF THE SKIPPER OF THE VESSEL. PRICES, DEPARTURE POINTS, VESSELS, SCHEDULES, CONTENTS AND ROUTES ARE SUBJECT TO AVAILABILITY AND CHANGE. DURING CRUISES, PHOTOGRAPHY AND FILMING FOR OUR OWN USE MAY TAKE PLACE.

NO ALCOHOL MAY BE REMOVED FROM THE BOATS.

WE DO NOT ACCEPT STAG OR HEN PARTIES OR ANY EVENT FOR WHICH TICKETS HAVE BEEN SOLD AND/OR FOR A MUSIC EVENT, PARTY BOAT AND/OR RAVE TYPE EVENT. WE WILL REMOVE ANY CUSTOMERS WHO CANNOT HAVE A GOOD TIME IN THE RIGHT WAY AND WE RESERVE THE RIGHT TO REFUSE BOARDING TO ANY GROUP WE SUSPECT OF BEING A STAG OR HEN PARTY OR PARTY BOAT/MUSIC EVENT/RAVE/ETC.

WITH PERMISSION, YOU HAVE THE RIGHT TO BOARD YOUR OWN WINE AND/OR CHAMPAGNE. WE NEED PRIOR KNOWLEDGE OF THE NUMBER OF BOTTLES AND EACH BOTTLE IS SUBJECT TO A CORKAGE FEE OF £6.50 (£7.50 FOR SPARKLING AND CHAMPAGNE). THE CORKAGE FEE DUE IS PAYABLE IN ADVANCE OF THE CHARTER DATE.