

# **Lyme Rib Rides Ltd.**



## **Terms and Conditions**

By making a booking with Lyme RIB Rides (LRR) you acknowledge that you have read, understand, and agree to be bound by these terms and conditions during your time with us. Where the booking is made as a group then the person making the booking must ensure that all passengers have read and agree with these terms and conditions.

These terms and conditions are governed by and shall be construed in accordance with English Law, and any claim brought under these conditions shall be subject to the exclusive jurisdiction of the English Law. If any provision of these Terms and Conditions are held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms and Conditions will remain in full force and effect and will not in any way be impaired. If any provision of these Terms and Conditions are held to be invalid or unenforceable but would be valid or enforceable if some part or parts of these Terms and Conditions were deleted, the term and/or condition in question will apply with the minimum modification necessary to make it valid and enforceable.

The Lyme Regis harbour and pontoon is managed and maintained by West Dorset District Council (WDDC). LRR shall not be liable to any passenger whilst on the Pontoon, harbour or surrounding areas.

Lyme RIB Rides (LRR) is operated by Lyme Rib Rides LTD. WDDC shall not be liable to any passenger on LRR, for any loss or damage which arises out of or in connection with or as a consequence of the operation of LRR including, but not being limited to, loss of profit, damage to or loss of property or items belonging to the passenger and any personal injury to the passenger.

Tickets may be purchased either individually or a vessel may be hired exclusively (referred to as a 'Private Charter'). The maximum number of persons allowed per boat is twelve or 12 (third party tour guides do count towards this final and maximum passenger number).

All persons cruising on the vessel must pay for admission prior to boarding the vessel. Tickets must be retained at all times and submitted for inspection if required by any employee or agent of LRR. Any person attempting to gain admission to the vessel without a valid ticket may be ejected from the vessel and its vicinity.

## **1 Bookings**

1.1 Bookings can be made on an individual basis or a vessel can be exclusively chartered.

1.2 Payment is due at the time of booking. Due to the nature of the business when bookings are confirmed LRR immediately incur expenses and costs directly relating to your booking whilst we prepare for your arrival. For cancelled trips a sliding scale of charges apply:

- cancellation over 2 weeks of trip departure incurs a 20% booking fee.
- cancellation within 2 weeks of trip departure incurs a 50% booking fee.
- cancellation within 48 hours of trip departure incurs a 100% booking fee.

1.3 All bookings are transferable. Only in extenuating circumstances will bookings be considered for transfer and where at least a minimum of 48 hours notice of request is given via email. Please note an administrative fee may apply of up to 50%.

1.4 A minimum of six passengers is permitted for each trip, except at the absolute discretion of LRR. Vessels that are not filled by the minimum number will be rescheduled. Passengers will be contacted to arrange an alternate date and/or time to travel.

1.5 LRR reserve the right to move your booking time or day due to operational needs or due to other company commitments.

Sometimes governing boards involvement may result in changes becoming necessary.

- 1.6 We will use all reasonable endeavours to ensure that LRR operates. However, we reserve the right, in our absolute discretion, whether for safety reasons or otherwise, and with or without prior notice, to cancel any trip. In the event of such cancellation, LRR will fully refund any visitor whose ride is cancelled, the cost of his or her prepaid ticket, but otherwise shall have no liability whatsoever, including liability for travel expenses or any other out of pocket expenses, in respect of the cancellation.
- 1.7 In the unlikely event that the vessel has to make an emergency return to Lyme Regis (or any other landing point along the route) LRR will not be liable for replacement tickets and/or refunds.
- 1.8 All prices are in pounds sterling, no VAT is added to any booking.
- 1.9 LRR reserve the right, where necessary to deviate from a vessel's planned route. Please be aware, the weather and tides will on occasion dictate delays or alterations to the publicised route, where possible customers will be advised of any changes prior to sailing.
- 1.10 Due to the nature of the business sailing times cannot be guaranteed, however, every effort will be made to keep on schedule.
- 1.11 Speed restrictions apply at certain points along the trip, LRR work closely with Lyme Regis Harbour Master and the Maritime Coastal Agency 'MCA' to ensure we maintain high levels of customer comfort and safety.

- 1.12 All passengers should arrive at the pontoon steps at the end of the Harbour (Victoria Pier) no less than 10 minutes prior to the trip time to check in. This is to ensure that all passengers are prepared for the trip and are wearing life jackets and suitable clothing.
- 1.13 If you miss your scheduled departure time this will result in the cancellation of your booking and you will not be eligible for a later booking or refund. If you are not present upon check-in for your pre-booked departure time our boarding team will endeavour to contact you, please ensure you provide us with a mobile telephone number that your lead passenger will have with them on the booking day.
- 1.14 LRR will prioritise all customers against their booking times and are not responsible for factors out of our control, for example; late running commuter services, traffic or parking difficulties (this is not an exhaustive list).
- 1.15 From time to time LRR reserve the right to change the vessel your party are booked on, this will not affect passenger numbers or experience/transfer times.
- 1.16 On occasion LRR may act as a managing agent for larger group bookings where boats may be supplied by alternate companies. In this instance you will be covered by their insurance, duty of care and terms and conditions. LRR will not be liable for third party bookings.
- 1.17 LRR are not responsible for factors that may lead to a passenger missing their trip, including; transport delays, weather conditions, parking issues and illness, and no refunds or reschedules will be given.
- 1.18 Passengers are responsible for checking that they arrive at the correct departure pier for their trip. No refunds or reschedules will be issued for missed trips.

- 1.19 LRR will only refund the cost of any cancelled booking if another trip has not been offered, which is at the discretion of LRR, and the cancellation has been made by LRR not the passenger
- 1.20 LRR will not be liable for any expense, loss of time, disappointment, inconvenience, or any other consequential loss suffered by the passenger in the event of a cancellation or postponement of a booking.
- 1.21 All children under the age of 16 must be accompanied by an adult, at all times whilst on the vessel and the pontoon. Children between the ages of 16 but under 18 are permitted as passengers subject to, if requested by LRR and/or its employees and/or its agents, proof of age. LRR have a minimum age policy of 5 years, with an adult, if the sea state is flat calm. This age is then raised at the Skipper's discretion as the wind speed and wave size increases. Passengers are informed of this rule from the outset.
- 1.22 Bookings can only be made by persons aged 18 and over. An adult ticket is purchased for a passenger aged 12 and over. A child ticket is purchased for a passenger between 5 and 11 years of age.
- 1.23 All prices are subject to change without notification.

## **2 Medical Conditions & Pregnancy**

- 2.1 The decision to sail and the consequences of doing so are entirely at the passenger's own risk. LRR does not accept any liability for personal injury, or injury to others and/or loss or damage.
- 2.2 Without exception, expectant mothers are not permitted on board at any stage of their pregnancy.

- 2.3 LRR advises you NOT to travel if you have any historical or current backbone conditions or complaints. Be advised the open sea is an ever changing environment and the vessel may be subject to unpredictable movements. We are not medical experts so are unable to assess every situation individually; we simply advise you do not travel with us.
- 2.4 All boats can experience unpredictable movements that could aggravate existing medical conditions. You must inform us of any material fact, including medical conditions or disabilities, which may affect the skipper's decision to carry you as a passenger, especially epilepsy, dizzy spells, diabetes, angina or any other heart conditions, back/bone conditions and pregnancy (this is not an exhaustive list).
- 2.5 Passengers must advise LRR before booking of any medical conditions or disabilities that the passenger(s) are suffering from or have ever suffered from prior to booking.
- 2.6 If the vessel has to return due to passenger illness or passenger anxiety or weather conditions (this is not an exhaustive list) LRR has no obligation to provide passengers with a refund or a replacement trip. Replacements trips will only ever be offered at the total discretion of LRR.
- 2.7 If any passenger suffers an injury or illness during a trip it is their full responsibility to let the Skipper know before they leave the vessel.

### **3 Clothing and safety equipment**

- 3.1 LRR recommend you and your party make sure you 'dress for the weather' bearing in mind it is usually cooler out at sea compared to being on land. All passengers should arrive in suitable attire which will not be damaged by exposure to sea water or sunlight and in extreme circumstances hail or snow.

- 3.2 Rain-proof jackets may be offered subject to availability, which you may or may not wish to wear. Life jackets are provided and must be worn at all times. Your Skipper/crew will give a full safety briefing which will include full instruction on the inflation of life jackets in the event of an emergency.
- 3.3 Please note if life jackets are manually inflated and/or damaged deliberately or accidentally other than when they are expressly instructed to do so by LRR and/or its employers and/or its agents then, and where no emergency has taken place, LRR has the right to request a payment and the passenger or lead name on the booking has an absolute obligation to pay £30.00 for its re-assembly.
- 3.4 All wet weather and safety equipment must be returned to LRR at the end of your experience with us. LRR will consider any items removed from the boarding area or vessel as stolen and issue a payment request to the lead passenger as a direct result.
- 3.5 LRR accepts no responsibility if any personal belongings are damaged, lost or stolen at any time whilst on the pier or boat.
- 3.6 LRR reserves the right to refuse entry onto the vessel if a passenger does not have suitable clothing and refunds are wholly at the discretion of LRR.

## **4 Comfort and Well-being**

- 4.1 Passengers will not be permitted to board if LRR finds that the individual has:
- 4.1.2 been convicted of a criminal offence which, in the opinion of LRR, is likely to affect the safety or enjoyment of other visitors.

- 4.1.3 behaved in a manner which, in the opinion of LRR has, or is likely to affect the safety or enjoyment of other visitors.
  - 4.1.4 used threatening, abusive or insulting words or behaviour, or in any way provokes or behaves in a manner which may provoke a breach of the peace.
  - 4.1.5 shown signs of discourtesy, abuse or aggression to passengers, staff or crew.
- 4.2 Offensive weapons, dangerous articles or alcohol are not to be taken onto the vessel, and passengers are admitted subject to a condition that, if requested to do so, they will allow themselves and/or their belongings to be searched.
- 4.3 It is prohibited to take onto the vessel dangerous items including fireworks, smoke bombs, glass bottles, flammable liquids or other articles, which may cause injury. The throwing of any article from vessels is strictly prohibited.
- 4.4 Smoking is strictly prohibited on the vessel itself and on the pontoon leading to the vessel.
- 4.5 Pets or animals of any nature are expressly prohibited on the vessel itself (except for guide dogs, hearing dogs & well behaved dogs) without the express permission of LRR, and only at the owners risk.
- 4.6 Unnecessary noise, (such as that from the use of radio sets and other electrical equipment), or any behaviour likely to cause annoyance to other visitors or confusion of any kind is not permitted on or in the vicinity of the vessel.

- 4.7 LRR request you are respectful of our staff, other passengers and neighbours. Whilst onboard please refrain from offering obscenities, profanities or any indecent hand/body gestures to members of the public or other harbour users.
- 4.8 No food or beverage of any nature may be consumed on the boat itself or on the boarding platform leading to the boat without express permission of LRR.
- 4.9 Other than liability for death or personal injury resulting from LRR's negligence, LRR, its employees or agents shall not be liable for any loss or damage, direct or indirect, howsoever arising, including without limitation any distress, inconvenience or anxiety caused during the course of any cruise undertaken and/or during evacuation from the vessel in the event of breakdown or accident.
- 4.10 LRR cannot be held responsible for weather conditions during your experience. Without exception poor weather will not be deemed a valid reason to authorise relocation of any booking.
- 4.11 Children are deemed to be 11 years or younger, and any person with a child ticket must be accompanied by a responsible adult at all times.
- 4.12 Passengers must remain seated at all times during their experience except when directly instructed by a representative of LRR that it is safe to embark/disembark.

## **5 Private Transfers and Charters**

- 5.1 All vessels will be hired on a 'Private Charter' basis. The maximum number of passengers allowed per boat is twelve or 12.
- 5.2 A vessel may only be privately chartered by persons aged 18 years or over.

5.3 No ticket/booking may be resold without the previous written consent of LRR. If LRR reasonably believes that a ticket has been resold without such consent, the holder may be refused entry to or ejected from the vessel without payment of compensation.

5.4 LRR are able to suggest approximate timings based on the logistics of your booking, however, where there are elements out of our control we kindly recommend you contact all other event organisers and transport providers to check your specific timings independently prior to confirming your booking with LRR. LRR will be held responsible for their own service only.

## **6 Stowage**

6.1 *Hand Luggage (up to rucksack), at the skippers discretion, may be storable on the boat.*

6.3 *Large luggage (suitcases).*

Please contact us at least 24 hours prior to your trip date in order to make prior arrangements.

6.4 *Buggies/Wheelchairs*

Please contact us at least 24 hours prior to your trip date to arrange storage of items.

6.5 LRR will not be responsible for any belongings left behind and advise passengers to ensure they have taken all valuables and belongings with them.

## **7 Vouchers**

7.1 Gift vouchers can be purchased on an individual or charter basis online.

7.2 Ensure to pre-book by telephone to avoid disappointment.

7.3 All vouchers are valid for a full six months of sailing season April to September from the date of issue, booked and sailing date within this period.

7.4 An extension of six months can be applied for but will incur a 30% administration fee as standard. Up to two extensions can be applied for, after this time vouchers will automatically expire.

7.5 Reseller/Third party/Agent vouchers will expire as per their booking terms and conditions.

7.6 All vouchers are non refundable.

## **8 Complaints and Feedback**

8.1 Any passenger complaints should be brought to the attention of the crew or skipper on the day of your booking.

8.2 Following this, any further complaint should be put in to writing no less than seven days following your experience to [lymeribrides@gmail.com](mailto:lymeribrides@gmail.com).

8.3 Compliments and general feedback will be gratefully accepted to the same email address.

8.4 LRR endeavours to respond to your correspondence within 10 working days, however, on occasion and where an internal investigation is necessary this can take longer.

## **9 Business Customers Only**

9.1 Unless a credit account has been agreed, all orders must be accompanied by payment in full. We reserve the right to clear cheques before releasing vouchers/confirming bookings. Where payment is to be made by cheque, make payable to 'Lyme Rib Rides LTD'.

- 9.2 For credit account holders, payment should be made within 15 days of receipt of invoice. Late payment of invoices will result in the removal of any discount/credit offered, and interest being charged on the outstanding amount using the Barclays base rate plus 2%. Vouchers are not sold on a sale or return basis.
- 9.3 For amended bookings your commission should be added to the total quoted and/or invoiced amount prior to quoting your clients.
- 9.4 No ticket may be resold without the previous written consent of LRR. If LRR reasonably believes that a ticket has been resold without such consent, the holder may be refused entry to or ejected from the vessel without payment of compensation.
- 9.5 Prices shown are in pounds sterling, no VAT is applicable. Where overseas transactions are being processed you should ensure the amount received covers the invoice in its entirety, taking into account current exchange rates.
- 9.6 You will be responsible at all times for the behaviour and conduct of your clients and/or guests. It is your duty to ensure they have received and understood the terms and conditions prior to sailing.
- 9.7 You may not use or adopt any of our trading names, trademarks, promotional images or other intellectual property rights (or those of any of our businesses) without having first obtained our written consent.
- 9.7.1 You may not produce, distribute or otherwise use any such materials without our prior written approval.
- 9.7.2 You will not use any such marks in combination with any other mark, name, word, device, symbol or logo without our prior written approval.

- 9.7.3 You will use such marks (including as respects colour, printing, style, typeface and proportion) only in the form directed by us.
- 9.7.4 You will not do anything that in our absolute opinion could bring any such mark, us or our shareholders into disrepute or damage the goodwill attaching to any such mark or us.

## **10. Photography**

10.1 From time to time Lyme Rib Rides 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 Lyme Rib Rides or an authorised third party.

10.2 LRR allow customers to take their own photography from their seats. We are not liable for any damage to equipment during this operation. Where customers request our employee to use their camera/recording equipment LRR will not be liable for any damage incurred as a result.