

CITY CRUISES PLC
CONDITIONS OF CARRIAGE

These Conditions of Carriage (COC) apply where you have booked directly with a third party seller (Seller) whether as part of a package or otherwise and where there is no contractual relationship between you and City Cruises

The performing Carrier is City Cruises Plc and in respect of sightseeing and experiences City Cruises Poole Limited. In these conditions, "City Cruises", "we", "us", the carrier refers to us and "you", "your" refers to the customer.

The COC apply to our sightseeing and event bookings and Thamesjet cruises and set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are BINDING ON THE PARTIES.

Sightseeing covers our daily scheduled service between Westminster, Waterloo, Tower, Bankside and Greenwich piers, and City Cruises Poole vessels operating from Poole and Swanage Piers. Experiences include all cruises featuring any provided food, drink or entertainment. Thamesjet covers our high speed rigid inflatable boat service.

1. Arrival Requirements FOR THAMESJET BOOKINGS ONLY

- 1.1 Thamesjet reserves the right to alter your booking time or date should the minimum passenger numbers not be reached thirty minutes before departure.
- 1.2 Passengers should arrive at the pier of embarkation no less than 30 minutes before scheduled departure. Failure to do so may mean that we are unable to allow you to board. You will not be eligible for rescheduling or a refund in the event of being late for a scheduled departure.

2. Tickets – General

- 2.1 Your ticket is only valid for the booked event.
- 2.2 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.
- 2.3 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.
- 2.4 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.

2.5 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.

2.6 Your ticket will not be valid if you wish to travel outside the availability of your ticket, or before or after the times that it is valid. In those circumstances you may be required to pay an additional fare. We will deny boarding or to require you to disembark if the additional fare is not paid.

2.7 **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) No animals other than Guide Dogs or Hearing Dogs are allowed onto our sightseeing or experience vessels, other than on City Cruises Poole vessels operating from Poole and Swanage Piers.

2.8 **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 are restricted to adults only. Prices and Age Categories may vary from product to product. Please refer to our website for further details.

2.9 **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.

3. Replacement tickets, Refunds and Compensation

- 3.1 If your ticket is lost, damaged or can no longer be read then you will need to contact the Seller.
- 3.2 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. In those circumstances you must contact your Seller.
- 3.3 No Refunds will be made by City Cruises. You must contact your Seller.

4. Rescheduling

4.1 Sightseeing

- a) Tickets can be rescheduled without charge up to and including the day of travel (Monday to Sunday, prior to 17:30).

4.2 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.

4.3 Thamesjet

- a) Bookings for one to four people can be amended as long as three working days' notice is given and before the travelling date and is subject to the availability of an alternative time and date. A £25 administration fee may be levied for any such rescheduling.
- b) Bookings for five to twelve passengers can be amended as long as fourteen days' notice is given and before the travelling date and is subject to the availability of an alternative time and date. A £25 administration fee may be levied for any such rescheduling.
- c) Changes cannot be accommodated within 72 hours of scheduled departure.

4.4 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.

5. Suspected Fare Evasion and ticket tampering

- 5.1 If we think that you have used or tried to use any ticket to defraud us we may cancel the ticket without any liability. If sufficient grounds exist for us to believe that you have attempted to defraud us, then we may instigate legal proceedings against you.
- 5.2 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.

6. Access

- 6.1 In order to avoid accidents and for the health, safety and comfort of our passengers no wheelchairs will be allowed to obstruct any access to safety and lifesaving equipment, gangways, stairs or passageways.
- 6.2 Save for Thamesjet if you use a wheelchair, you must have enough helpers to enable you to make your journey safely including embarking and disembarking the vessel. Crew cannot, for reasons of health and safety, carry or lift passengers into our vessels.
- 6.3 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.

- 6.4 With the exclusion of Thamesjet, if you are registered blind you can travel without charge and be accompanied by a guide dog.
- 6.5 With the exclusion of Thamesjet, if you are registered deaf you can be accompanied by a hearing dog for the deaf.
- 6.6 In respect of Thamesjet craft all passengers must be independently mobile enough to step into and out of our vessels. Even in calm weather there can be vessel movement during embarkation and disembarkation which can result in movement from the pier.

6.7 Sightseeing

- a) Not all of our vessels have been designed or adapted for passengers in wheelchairs. If you intend to travel on a sightseeing vessel, you may be required to wait for one which is wheelchair accessible.
- b) Even on vessels designed or adapted for wheelchair access it may not be possible for you to sit in a wheelchair at a table and, for reasons of safety, you may be asked to move from your wheelchair into a fixed seat, in which case the wheelchair will be stowed in a safe place. We have limited space to accommodate wheelchairs on board and we are therefore restricted in the number we can carry. We may not be able to stow and carry larger or heavier electronic wheelchairs. To avoid disappointment please contact us prior to travel.

6.8 Experiences

- a) Please contact our Reservations Department on 020 77 400 400 to check on suitability of access.

6.9 Thamesjet

- a) Thamesjet vessels are, for safety reasons, not designed or adapted for passengers in wheelchairs. Passengers must be independently mobile.
- b) The seats on Thamesjet are 37 inches wide. The seats are designed to accommodate two adults. If you are unable to sit comfortably with another adult next to you for any reason you may be refused permission to travel on your requested trip. If space and scheduling allows you will be offered an alternative journey but this cannot be guaranteed

7. Luggage, belongings and animals

7.1 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
- b) No animals other than Guide Dogs or Hearing Dogs are allowed onto our sightseeing or experience vessels.

7.2 Thamesjet

- a) For safety reasons, and for the comfort of passengers, only small hand luggage items are allowed aboard Thamesjet vessels. At the discretion of staff, and entirely at your own risk, larger items may be left on shore for collection at the end of your journey.
- b) It is regretted, that for safety reasons, we are unable to carry on board animals of any kind including guide dogs and hearing dogs. Guide dogs and hearing dogs may be allowed to the boarding platform with express permission and prior notice.

7.3 We reserve the right to restrict the carriage of any luggage when there is a need for increased security and to refuse permission for you to take any item at all on to a vessel.

7.4 You may not take on board any hazardous or inflammatory substances

8. Lost Property

8.1 We deal with lost property in accordance with our lost property procedures, which are available for inspection on request.

- 8.2 If you find any unattended property on our vessels or facilities, do not touch it but please alert a crew member immediately.
- 8.3 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.
- 8.4 We will not be responsible for any delay in returning property left on our vessels.
- 8.5 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.

9. Photography

- 9.1 From time to time Thamesjet/City Cruises/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. 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 Thamesjet/City Cruises/City Cruises Poole or an authorised third party.

10. Health & Safety

- 10.1 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.
- 10.2 For safety reasons you must not smoke (except in designated smoking areas) on our vessels or any facilities controlled or used by us.
- 10.3 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.
- 10.4 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.
- 10.5 On some vessels tables and chairs are fixed and cannot be moved. Larger or less mobile passengers may not be able to access such seating. Please seek further information prior to booking or boarding.

10.6 Thamesjet

- a) Waterproof jackets and life jackets will be provided to passengers. The wearing of life jackets is compulsory. These are the property of City Cruises Plc. and must be returned at the end of the trip. Should life jackets be manually inflated and/or damaged when no emergency has taken place a charge of £50 per jacket will be levied to the lead name on the booking.
- b) Thamesjet cannot be responsible for weather conditions during the trip. Please dress appropriately for the conditions bearing in mind the river is often cooler than the shore. Flat shoes are recommended and high heeled shoes or other footwear deemed possible to potentially damage the boat are not permitted on board.
- c) For safety reasons, the minimum height requirement to travel on Thamesjet is 135 cms. Seating arrangements on Thamesjet are solely at the discretion of the Captain and front seats require passengers to be well above the minimum height due to a larger gap between the seat and the handrail.
- d) All children under the age of 16 years must be accompanied by an adult.
- e) The consumption of food or drink on board Thamesjet is not permitted.
- f) Passengers should consider themselves to be sufficiently medically fit to undertake this high speed boat ride and if there is any doubt should seek medical advice before booking. Without being exhaustive, Thamesjet is not recommended for people suffering from back or other bone conditions, epilepsy, dizziness, diabetes, angina or heart conditions. Expectant mothers should not travel at any stage of pregnancy.

11. Conduct

- 11.1 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.

12. Liability & Limitation

- 12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 Our liability for loss of or damage to property shall not exceed the limit set out in accordance with LLMC 1976.
- 12.5 We shall not be liable for any indirect or consequential loss whatsoever including loss of profit.
- 12.6 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.
- 12.7 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
- 12.8 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.
- 12.9 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.
- 12.10 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.

13. Complaints

13.1 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.

14. Law & Jurisdiction

14.1 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.

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