

## CONDITIONS OF CARRIAGE



Please ensure you have read these Terms and Conditions before booking.

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 Blue Funnel. This does not ensure the date will be kept open to you unless you pay a non-refundable deposit.
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 Invoice. No allowance can be considered unless advice is given of reduction in numbers at least four weeks prior to the booking to allow Blue Funnel 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 Blue Funnel Cruises Ltd reserves the right to do so.
4. **ROUTE VARIATION** – Whilst every endeavour will be made to ensure the 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 Blue Funnel 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 Blue Funnel Cruises, verbally or otherwise, upon receipt of which our Booking Invoice will be issued, or (if applicable) returned with the copy of the Booking Invoice. Requested interim payments must be made by the due date otherwise Blue Funnel reserve the right to cancel the booking. Unless other arrangements have been made, balance of payment for both private charters and public bookings, including any catering or other services, is due four weeks prior to the cruise. An admin fee may be charged if booking dates are moved. Public cruise tickets are non-refundable & non-transferable
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 four-week deadline \*\*see note 5\*\* the Hirer will be liable for full payment of the charter price and any other costs incurred by Blue Funnel. In the event of a cancellation of cruise private/public due to any circumstances beyond our control (bad weather, mechanical failure, low numbers) 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. Blue Funnel Cruises Ltd 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 food/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 Blue Funnel, 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. While it may be possible to carry Electric Wheelchairs (not electric scooter), difficulties could arise in the event of an emergency requiring evacuation of the vessel. In either case, Blue Funnel will request a signed Disclaimer releasing the Company from any responsibility and liability. Advanced notification is essential to ensure accessibility.
10. **CONDUCT / DAMAGE** – Where deemed necessary, a damage waiver and/or the use of our Security Company (at the Hirer's cost) will be requested. The Hirer is responsible for any damage caused by his/her party, and for advising his/her group of all the conditions and behaviour required. The damage waiver will be retained **in full** by Blue Funnel should the hirer or any of his/her guests/organisers be found to be bringing alcohol or food aboard the boat (unless prior permission has been given in writing) and/or excessive unreasonable behaviour is demonstrated during the cruise including before boarding and when leaving the boat/premises. Should any person/s who may, in the master's 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 port and the cruise terminated. Blue Funnel 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.  
**DAMAGE WAIVERS MUST BE RECLAIMED WITHIN 3 MONTHS OF THE CRUISE DATE.**
11. **ALCOHOL** – By law, Blue Funnel 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 that are employed by Blue Funnel play middle of the road music. Permission must be obtained from Blue Funnel before bringing your own DJ / Band aboard. They must also have their own public liability along with all their own equipment including speakers. Any cruise booked by teenagers, stag or hen parties must seek permission first. If you do not inform Blue Funnel your cruise / booking may be cancelled, and no refund will be given. Over 18s only will be allowed on evening cruises, unless by prior arrangement. (Rule 8 applies)
13. **SCHOOL PARTIES/CHILDREN ON BOARD** – Owing to the nature of such events, whereby passengers are unquestionably under the age of 18, Blue Funnel 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 Blue Funnel 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 their pupils **AT ALL TIMES**.  
\*The ratio of child to adult must be 1 adult to 5 children on all public cruises without exception. Failure to do so may result in the party not being able to board the boat.
14. **COMPLAINTS** – Any complaints in respect of the services supplied MUST be made during or before the end of the cruise to the Master so it can be logged with on the vessel along and in writing to our office within 7 days by email or letter. Complaints not logged with the Master may not be investigated.
15. **CHARTER** – Bookings are for the time specified on the Booking Form, although boarding can commence up 30 minutes before sailing at Blue Funnel's discretion. Setting up time is allowed for sound equipment, banners, posters, etc. by prior arrangement with Blue Funnel. 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. Blue Funnel Cruises Ltd accepts no responsibility for Clients advertising in this manner and will not accept liability for any resulting action.
17. ***All cruises subject to Company Conditions of Carriage, alteration/cancellation without notice and surcharges (inc Fuel)***

18. **DIETARY REQUIREMENTS & FOOD ALLERGIES** – Wherever possible We cater to dietary requirements with prior notice. While food allergy information provided by clients is noted and adhered to wherever possible we cannot guarantee our products may suit your dietary needs or are free from allergens being that it is a restricted and busy work environment with shared equipment, this includes vegetarian & vegan products. Blue Funnel will take no responsibility for any reaction to foods provided by us and our suppliers as customers eat at their own volition. In certain circumstances it may be mutually agreed that the customer can provide their own cold meal. Please always contact the office if clarification is required. Food allergy information from our suppliers is available on request.
19. **PERSONAL DATA** - Blue Funnel is committed to ensuring your personal data is processed and stored correctly. We do not share any personal information with 3rd parties. If you would like to receive yearly promotional literature from us, please contact the office for a Consent to process personal data form.
20. **ONLINE BOOKING** – Blue Funnel accept no responsibility for bookings made incorrectly through our online platform. No refunds or exchange of dates can be made once purchased. Online customers **must** inform us of any dietary requirements/restrictions they may have before date of cruise through the online booking portal or directly to [office@bluefunnel.co.uk](mailto:office@bluefunnel.co.uk)
21. **'FINDING THE BOAT'** – Customers will find information on their tickets, through the online booking portal and on the website regarding the location for boarding the vessel. It is their responsibility to ensure they know where they are going before the cruise as the boat cannot wait in port for late comers. No refunds will be issued if the sailing is missed.

**BLUE FUNNEL 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.)

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