

## Terms and Conditions of Booking and Carriage

## Solent Steam Packet (Services) Ltd.

1. This agreement shall be considered as a contract made in England and according to English Law. It shall be subject to the jurisdiction of the English Courts, to which the parties hereby submit.
2. For private hire of the ship, please refer to the terms and conditions that apply.
3. Payment for individual, party and block bookings.
  - a) To confirm a booking, a deposit of £10 per person is to be paid to the Solent Steam Packet (Services) Ltd. (SSP(S)L) by the date specified.
  - b) If the deposit for a ticket has not been received by SSP(S)L by the date specified, the booking for that ticket will be cancelled.
  - c) The balance is required no later than one calendar month prior to departure or within one week for late booking. This payment should also include a list, by name, of all those in the party.
  - d) If the balance has not been received by the date specified above:
    - i. For parties of less than ten persons, any tickets not paid for in full will be cancelled. SSP(S)L will return any extra money received, less deposits. If there is a reduction in party numbers, the deposit for a cancelled ticket cannot be used towards the balance of another ticket in the party.
    - ii. For parties of ten persons or more, the organisation making the booking will be invoiced for the balance for the agreed numbers in the booking.
  - e) All payments to be made in UK Pounds. There is no booking fee for payments by debit card, cash or cheque. Cheques should be made payable to "Solent Steam Packet (Services) Ltd." Credit cards will be accepted but are subject to a booking fee of 2%.
4. Cancellation
  - a) by the booking person.
    - i. Issued tickets and/or bookings are transferable between passengers at any time before the ship sails. If the passenger list has already been submitted (see 3 (c) above), please advise SSP(S)L of the change.
    - ii. If the booking is cancelled more than two months before departure, SSP(S)L will refund the deposits in full.
    - iii. If the booking is cancelled less than two months but more than one month before departure, SSP(S)L will refund the deposit(s) less a management fee of £5 per ticket.
    - iv. If the booking is cancelled less than one month before departure for a genuine medical reason and the ticket(s) can be resold, a full refund will be given for the one ticket and one accompanying partner. Otherwise, no refunds can be made. To cover this eventuality, the person booking should consider travel insurance.
  - b) by SSP(S)L.
    - i. Bad Weather. The Master's decision on cancellation of a voyage or excursion due to bad weather conditions is final.
    - ii. The voyage or excursion will be deemed to have started when the ship has slipped all moorings and is under weigh.
    - iii. Whilst every endeavour will be made to complete the agreed voyage or excursion, it is at the Master's discretion whether it can be completed to this agreement once the ship is under weigh.
    - iv. In the event that "Shieldhall" " is unavailable or unserviceable SSP(S)L will endeavour to find a suitable alternative as an act of good faith, or offer an alternative date.
    - v. In the event of cancellation by SSP(S)L, all payments received as part of this agreement will be returned to the booking person or may be carried forward to other cruises if requested. Compensation for loss of use of the vessel will not normally be considered.
5. Loss. Passengers will be responsible for insurance against any personal losses incurred by themselves whilst on board "Shieldhall". Therefore, SSP(S)L will not be liable for losses incurred by passengers whilst on board "Shieldhall".
6. Damage.
  - a) In the event of damage being caused by a passenger for the duration of this agreement, SSP(S)L reserve the right to seek compensation from the passenger for repair of the damage incurred and any loss of business that may result.
  - b) SSP(S)L operate a No Smoking policy below decks. Passengers should note that the saloon and other internal spaces are designated as "No Smoking" areas for the comfort and safety of all using the ship.
7. Voyages. A voyage or excursion is deemed to be from Southampton and will extend until the vessel returns to Southampton, unless specified otherwise.
  - a) Excursions will be within the restrictions of the current passenger certificates issued by the Maritime Coastguard Agency.
  - b) Passenger numbers are limited to a maximum of 200 persons
  - c) The sailing time is the intended time of departure from the quayside, following necessary preparations during which, boarding would not be possible.
  - d) The ship has a licensed bar. Passengers are not permitted to bring alcoholic drinks on board except by prior arrangement with the ship's agent, or his representative.
  - e) The ship's agent, or when at sea the Master, or their representatives may refuse to allow on board any person who, in his or her opinion, may give cause for complaint or constitute a possible danger during the event or cruise.
  - f) SSP(S)L reserves the right to alter excursion timings at short notice dependant on local conditions or instructions. Claims for compensation will not normally be considered.
  - g) Some excursions are advertised to view named cruise ships. The appearance or otherwise of cruise ships is beyond our control and cannot be guaranteed.
8. Animals. The ship is not suitable for animals so regret that animals, other than guide dogs, are not allowed on board.
9. Parking. Parking at the Southampton berth is limited and places may not be available. SSP(S)L normally makes make a charge for parking and parties are encouraged to share transport, when ever possible.
10. Boarding. Passengers may board the vessel from one hour in advance of the advertised sailing time and should have tickets ready for inspection by the Purser, unless intending to purchase these on board. Passengers must be on board 15 minutes before sailing time and SSP(S)L cannot be responsible for delays caused by traffic or parking conditions.

"Shieldhall" is owned by The Solent Steam Packet Ltd; an Industrial and Provident Society dedicated to the preservation and operation of "Shieldhall". An exempt charity 26065R regulated by the FSA.