

Last updated: 20.01.2024

Tooley's Boatyard – Boat Trips Terms and Conditions

Bookings:

- Payment is due at the time of booking.
- All bookings are non-refundable within 48 hours of departure time. If the booking is cancelled 48 hours or more before departure time, a full refund will be granted.
- All bookings are to be made online through our website
 <u>www.tooleysboatyardtrust.org.uk/day-boat-dancing-duck</u> or you can come into the shop to make your booking and pay by bank card or cash.
- Each boat trip is limited to a maximim of 12 passengers because of MCA regulations. We will use all reasonable endeavors to ensure that Boat Trips operate, but this depends on weather and water levels. Tooley's Boatyard Boat Trips reserve the right to cancel or move your booking at any time. In the event of such cancellation, Tooley's Boatyard will fully refund any passenger whose ride is cancelled, the cost of the booking, but otherwise shall have no liability, including for travel expenses or any other out of pocket expenses, in respect of the cancellation.
- Tooley's Boatyard cannot be held responsible for weather conditions during your trip. Without exception poor weather will not be deemed a valid reason to authorize relocation of any booking.
- All prices are in pounds sterling.
- All passengers should arrive at the allocated Boatyard 15 mins prior to departure time. If you miss your scheduled departure, 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 endeavor 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.
- Breakdowns occur from time to time. In the event of a breakdown during a passage any action taken is at the sole discretion of the skipper.

- Passenger relocations or good will gestures will be reviewed on a case by case basis by the office team once the nature of the breakdown and its impact on the trip have been fully established.
- Refunds may be issued in extenuating circumstances at the complete discretion of Tooley's Boatyard. All requests must be in writing and will be investigated on a case-by-case basis.

Medical Conditions:

- The decision to cruise and the consequences of doing so are entirely at the passenger's own risk. Tooley's Boatyard does not accept any liability for personal injury, or injury to others and/or loss or damage.
- Tooley's Boatyard advises you NOT to travel if you have any serious historical or current back/bone conditions or complaints. Be advised the canal is an ever-changing environment and the vessel may be subject to unpredictable movements.
- All boats can experience unpredictable movements that could aggravate existing medical conditions or disabilities. You MUST inform us of any relevant medical conditions or disabilities during your trip induction.

Clothing and Safety Equipment:

- Tooley's Boatyard recommend your party to dress for the weather conditions. You will be under cover, but the canopy sides will most likely be open if the weather is looking fine. You may still need a coat during the colder months.
- Tooley's Boatyard will make every effort to protect passengers possessions from getting wet during the trip. However, it is possible that passengers will experience spray or in some cases water on the deck. Tooley's Boatyard cannot take responsibility for any item of luggage or clothing damaged in these circumstances..
- Tooley's Boatyard accepts no responsibility if any personal belongings are damaged, lost or stolen at any time whilst on a boat trip.

Comfort and wellbeing:

 It is prohibited to take onto the vessel any weapons 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.

- Smoking is strictly prohibited on the vessel itself and on the boarding platform leading to the vessel.
- Passengers deemed intoxicated will be denied entry at the complete discretion of Tooley's Boatyard.
- Other than liability for death or personal injury resulting from Tooley's
 Boatyard's negligence, Tooley's Boatyard, employees and volunteers 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 boat trip undertaken and/or during evacuation
 from the vessel in the event of breakdown or accident.
- Children are deemed to be 15 years and younger, any person with a child ticket must be accompanied by a responsible adult at all times.
- We cannot take wheelchairs on-board our vessel, however disabled guests are welcomed but should be advised will need to come out of their chair (with their carer's assistance) to board the vessel and must be able to sit unaided on-board. Our crew will assist where possible but unfortunately cannot carry guests on-board.

Private and Public Trips:

- Our vessel can be hired for a private trip or Individual ticket (Saturday scheduled Boat Trips) boat trip basis. The maximum number of guests allowed per boat is twelve or 12.
- Tooley's Boatyard are able to suggest approximate timings based on the logistics of your booking, however, there are some elements out of our control so we kindly recommend you contact all other event organisers and transport providers to check your specific timings independently.
 Tooley's Boatyard will be held responsible for their service only.
- The boat must be controlled by the Skipper or crew at all times and not by passengers.

Vouchers:

- Gift vouchers can be purchased for private or public boat trips for any experience either online or over the telephone.
- Vouchers purchased at full RRP are valid for twelve months from the date of issue, both booking and boat trip date should be within the redemption period.
- Ensure to redeem and pre-book voucher online or by telephone to avoid disappointment. Please note that Tooley's Boatyard trips do not run all year round.

Complaints and Feedback:

- Any passenger complaints should be brought to the attention of the crew on the day of your booking. Following this, any further complaint should be put in to writing no less than seven days following your experience to info@tooleysboatyard.co.uk
- Compliments and general feedback will be gratefully accepted to the same email address.
- Tooley's Boatyard endeavors to respond to your correspondence within 72 hours, however, on occasion and where an internal investigation is necessary this can take longer.