

### **Medical Conditions & Pregnancy**

The decision to sail and the consequences of doing so are entirely at the passenger's own risk. Boats-247 does not accept any liability for personal injury, or injury to others and/or loss or damage.

Without exception, expectant mothers are not permitted on board at any stage of their pregnancy.

Boats 247 advises you NOT to travel if you have any severe historical or current painful backbone conditions or complaints.

Be advised the open sea 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. 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).

Passengers must advise us before booking of any medical conditions or disabilities that the passenger(s) are suffering from or have ever suffered from prior to booking.

If the vessel has to return due to passenger illness or passenger anxiety or weather conditions (this is not an exhaustive list) B-247 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 B-247.

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.

### **Stowage:**

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

Large luggage (suitcases). Please contact us at least 24 hours prior to your trip date in order to make prior arrangements.

Buggies/Wheelchairs Please contact us at least 48 hours prior to your trip date to arrange possible storage of items.

B-247 will not be responsible for any belongings left behind and advise passengers to ensure they have taken all valuables and belongings with them.

We are not liable for any damage to belongings during this tour, lost items overboard, Water damage (This is not an exhaustive list). Where customers request our employee to use their camera/recording equipment we will not be liable for any damage incurred as a result.

### **Photography**

From time to time Boats 247 Ltd 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 tour 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. With 24hrs notice to B-247 we can make your tour confidential. You also agree that the copyright and intellectual property appertaining to such images remain with Boats 247 ltd or an authorised third party.

Boats 247 encourage 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 we will not be liable for any damage incurred as a result.

### **Bookings:**

All prices are in pounds sterling, no VAT is added to any booking

Passengers are responsible for checking that they arrive at the correct departure Marina for their trip. No refunds or reschedules will be issued for missed trips. Please call us ahead of time if unsure of the location!

We will use all reasonable measures to ensure that we operate. 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, B-247 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.

Deposit is due at the time of booking. Due to the nature of the business when bookings are confirmed B-247 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.

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 £50 admin fee will apply. B-247 reserve the right to move your booking time or day due to operational needs or due to other company commitments. Sometimes governing board's involvement may result in changes becoming necessary.

In the unlikely event that the vessel has to make an emergency return to Weymouth (or any other landing point along the route) B-247 will not be liable for replacement tickets and/or refunds.

B-247 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.

Due to the nature of the business sailing times cannot be guaranteed, however, every effort will be made to keep on schedule.

All passengers should arrive at the chosen Marina Office no less than 15 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.

If you are unreasonably late in your scheduled departure time this will result in the cancellation or trip shortening 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.

B-247 will prioritise all customers against their booking times and are not responsible for factors out of our control, for example; illness, late running commuter services, traffic or parking difficulties (this is not an exhaustive list).

From time to time B-247 reserve the right to change the vessel your party are booked on, this will not affect passenger numbers or experience/transfer times.

B-247 will only refund the cost of any cancelled booking if another trip has not been offered, which is at the discretion of B-247, and the cancellation has been made by B-247 not the passenger.

Passengers will not be permitted to board if B247 finds that the individual has:

Behaved in a manner which, in the opinion of B247 has, or is likely to affect the safety or enjoyment.

Used threatening or insulting words, or in any way provokes a breach of the peace.

Shown signs of discourtesy, abuse or aggression to passengers, public, staff or crew.

Offensive weapons, dangerous articles 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.

It is prohibited to take onto the vessel dangerous items including fireworks, flammable liquids or other articles.

The throwing of any article from vessels is strictly prohibited.

Smoking is strictly prohibited on the vessel itself and on the pontoon leading to the vessel.

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 B-247, and only at the owner's risk.

B-247 request you are respectful of our staff, other passengers and neighbours. Whilst on board please refrain from offering obscurities, profanities or any indecent hand/body gestures to the public or other harbour users.

Other than liability for death or personal injury resulting from B-247 negligence, B-247, 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.

B-247 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.

Children are deemed to be 8 years or younger, and any person with a child to be accompanied by a responsible adult at all times.

Passengers must remain seated at all times during their experience except when directly instructed by a representative of B-247 that it is safe to embark/disembark

B-247 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.

Reseller/Third party/Agent vouchers will expire as per their booking terms and conditions. All vouchers are non-refundable.

### **Complaints and Feedback**

Any passenger complaints should be brought to the attention of the crew or skipper 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 [elliott@boats-247.co.uk](mailto:elliott@boats-247.co.uk) Compliments and general feedback will be gratefully accepted to the same email address.

Boats 247 endeavours to respond to your correspondence within 10 working days, however, on occasion and where an internal investigation is necessary this can take longer.

**Business Customers Only:**

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.

No ticket or voucher may be resold without the previous written consent of Boats 247 Ltd.