

## **Thames Steamers Limited**

### **Terms and Conditions of Charter**

1. These conditions govern the chartering of the Steam Launch 'Alaska' from Thames Steamers Limited on the date and for the period and function specified at the time of booking.
2. A provisional reservation will be held for a period of 14 days pending the receipt of a completed and signed copy of the booking form indicating the charterer's acceptance of these Terms and Conditions, together with the booking deposit. If this is not received within this period, the reservation will be automatically released.
3. Any person named on the booking form shall be considered the charterer. Where two or more persons are named, they shall each be considered to be the hirer and shall be jointly and severally liable under these Terms and Conditions.
4. The hirer is required to pay a deposit of 25% of the charter fee in order to confirm the booking. The balance of monies due, including a deposit against the wine order if appropriate, is due 28 days prior to the date of the function after which time Thames Steamers Limited reserve the right to charge interest on the balance due at the rate of 1% per month pro rata.
5. All food, beverages and other services such as music and flowers will be provided by prior arrangement with Thames Steamers Limited. Where appropriate, preferred suppliers can be recommended.
6. The final number of guests attending the event will be confirmed to Thames Steamers Limited 14 days before the function and will be used to calculate the minimum charge. Please note that additional persons such as catering staff and musicians must be included in the 36 passenger limit which is imposed by law; the Captain and Engineer are not included in this number.
7. In the interests of safety, an adult must accompany children of 16 and under at all times.
8. Assistance for reduced mobility passengers:

Reduced Mobility means those people with physical disabilities, speech, hearing or sight limitations and those with mental health problems. It also includes the elderly and parents with young children.

The Company supports access and assistance for reduced mobility passengers to Alaska. However, Alaska was built in 1883 and was never designed specifically to accommodate such passengers. Furthermore the design and provenance of the vessel does not lend itself to adaptation. Alaska has the following limitations for people with reduced mobility:

- i. A high freeboard at the passenger entrance
- ii. Small toilet facilities at the bottom of steep stairs in the saloon
- iii. Narrow stairs into the well deck at the forward end of the vessel

Passengers with any special needs must be accompanied by a personal carer. The Captain and Crew, where possible, will make every effort to assist reduced mobility and special needs passengers. Where the Captain considers that any such passengers may be at risk in an emergency situation then the Captain has the right to refuse passage. The hirer should make it known to Thames Steamers Limited at the time of booking or as far in advance of boarding as possible, if any person intending to come on a trip might be considered as being of reduced mobility in order that suitable provision may be discussed and agreed. If Thames Steamers is not advised in advance of boarding then it reserves the right to refuse boarding if it is felt that the particular individual cannot be accommodated on board safely.

9. Dogs (except for guide dogs and registered assistance dogs) are not allowed on board. Any dog permitted on board must be kept on a lead or harness at all times; adequate provision must be made by the owner to take care of the animal's food, water and toilet requirements during the trip.
10. Smoking is not permitted at any time in the cabin, toilets or under the canopied area in the forward part of the vessel. Smoking is permitted on the open deck areas to either side of, and behind the cabin.
11. If the charterer has cause to cancel the event, the deposit is not refundable unless a prior agreement has been made with Thames Steamers Limited. If the cancellation occurs within 42 days of the function, then the charterer will be liable for the balance of the charter fee unless the vessel can be re-chartered. Cancellation within 7 days of the function will incur the additional liability of any catering costs.
12. In extreme circumstances, including but not limited to adverse weather or river conditions, crew illness or mechanical failure, Thames Steamers Limited reserves the right to cancel the reservation. Any decision made by the Captain regarding the safety of the vessel prior to or during the charter is final and binding. Where possible, an alternative date for the function will be offered at no extra cost to the charterer or a refund of monies received will be made.
13. Where a trip is cancelled or curtailed due to safety concerns arising from the improper behaviour of the charterer or their guests, Thames Steamers Limited reserves the right not to offer an alternative trip and to retain all monies received from the charterer.
14. The exact nature of the proposed function is to be advised to Thames Steamers Limited at the time of making the initial reservation. Any change should also be advised. Thames Steamers Limited reserves the right to cancel a booking or to refuse to accept a booking if the nature of the function is not considered suitable for any reason.
15. Wine, spirits and other beverages consumed on board will be charged as taken at fixed prices. Accounts must be settled on the day, either by cheque or cash.
16. The charterer and their guests shall not board the vessel before the agreed departure time except by the expressed permission of the Captain or crew.
17. If the charterer has any comments, concerns or questions regarding any aspect of the services provided by Thames Steamers Limited during the trip these should be addressed to the Captain or crew without delay in order that any such issues may be addressed to the satisfaction of both parties.

18. During the charter the Captain remains in sole charge of the vessel and has the right to disembark anyone who behaves in a manner prejudicial to the safety of the vessel or anyone else on board.
19. The Captain may vary the agreed itinerary at any point if it is considered necessary for the safety of the vessel or any other reason.
20. The Captain will endeavour to bring the vessel alongside punctually in order to effect timely embarkation and disembarkation of the charterer and their guests but Thames Steamers Limited cannot be held liable for any delays which may be caused by weather or river conditions or lock congestion or breakdown. In cases of extreme delay, the Captain will use his best endeavours to assist any passengers who feel they have good reason to leave the vessel to find a suitable disembarkation point.
21. The charterer and their guests shall not affix any object to the fabric of the vessel without the prior consent of Thames Steamers Limited.
22. The charterer will be liable for any damage caused by any member of their party to the fabric of the vessel, its fixtures and fittings. Any items removed from the vessel will be charged at cost. Thames Steamers Limited reserves the right to call in the Police if theft or malicious damage is suspected. Thames Steamers Limited also reserves the right to require charterers to pay a refundable security/damage deposit prior to boarding.
23. Extra hours beyond the agreed duration of the trip may be arranged with the Captain at his discretion. Additional hours will be charged as per the published charter tariff.
24. Data Protection. From 25<sup>th</sup> May 2018 all businesses in the United Kingdom have to comply with the EU General Data Protection Regulations (GDPR). As Thames Steamers Limited is only a very small business it does not have to appoint a designated Data Protection Officer (DPO) but for the purposes of compliance, the Managing Director, Peter Green will be the focal point for all matters relating to Data Protection including data requests and can be contacted by email at [info@thames-steamers.co.uk](mailto:info@thames-steamers.co.uk) , by phone on 07774 925323 or by post at the company's place of business. The only personal data held by us will be your name, address and telephone number as supplied by you in email correspondence or scanned booking documents. We do not maintain any separate databases containing your personal information and do not share any personal information with any other organisations or individuals. If at any future date we wished to share such information for any reason, we would contact you first to obtain your permission. If you do not wish us to hold any personal information once any business with us has been concluded then we are happy to delete this and subsequently confirm that we no longer hold any information. Obviously we value our customers and would like to be able to contact you in the future so would like to keep contact details. If at any time you would like to find out what personal information of yours we do hold, you may make a request to the Managing Director, as noted above and we will provide the information to you within a reasonable timeframe.