

Steamship Shieldhall Charity (SSC) Terms and Conditions of Booking and Carriage

Any persons intending to take a trip or attend an event onboard Shieldhall should read these Terms and Conditions of Carriage prior to purchasing a ticket and it is therefore mutually agreed between the parties that the purchase undertaken by the passenger is acceptance of these Terms and Conditions, copies of which are available through the website and onboard.

In these Terms and Conditions 'SSC' refers to Steamship Shieldhall Charity and its officers and agents.

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 Clause 12 and the terms and conditions below that apply. For film work, specialised terms and conditions will apply and details are available on request.

3. Payment for individual, party and block bookings:

- a) Bookings for parties of 9 or less should be paid in full online at www.ss-shieldhall.co.uk/bookings or through contacting the Ticket Manager.
- b) A group booking constitutes 10 or more persons and allows a 10% discount on the total cost of the booking. A ticket will be issued, and places secured on payment of a 10% deposit. The balance must be paid one month ahead of the sailing.
- c) Payment may be made online via VISA, Mastercard, Maestro, American Express, Apple Pay and Android Pay. Bank transfer and cash payments may also be made – please speak to the Ticket Manager. Cheques are acceptable made payable to 'Steamship Shieldhall Charity'.

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 changes, please advise SSC.
 - (ii) If the booking is cancelled more than two months before departure, SSC will refund the deposits in full.
 - (iii) If the booking is cancelled less than two months but more than one month before departure, SSC 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 SSC.
 - (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 underway.

- (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 underway.
- (iv) In the event that Shieldhall is unavailable or unserviceable SSC will endeavour to offer an alternative date.
- (v) In the event of cancellation by SSC, 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 be considered.

5. **Liability:**

- (a) SSC shall not be liable for any death, injury or claim of whatsoever nature in connection with the provision of the services by SSC unless negligence by SSC is proven in a Court of Law.
- (b) The liabilities of SSC shall be limited as provided by statute, convention, regulation, protocol or law applicable in the United Kingdom. The provisions of the Athens Convention 2002 covering Carriage of Passengers and their Luggage by Sea shall apply as far as they are relevant.
- (c) Passengers are responsible for their own property when onboard and for arranging appropriate insurance against loss. SSC does not accept any liability for damage to or loss of passenger's property either at the berth or when onboard the ship unless it can be legally established that such damage or loss is the direct result of negligence on the part of SSC.

6. **Damage:**

In the event of damage to the ship and its furnishing and fittings being caused directly or indirectly by the wilful or negligent act by a passenger, SSC reserves the right to seek compensation from the passenger for repair of the damage incurred and any loss of business that may result.

7. **Voyages:**

A voyage or excursion is deemed to be from the berth in the designated departure port (usually Southampton) and will extend until the vessel returns to the berth, 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 as certified by the Maritime Coastguard Agency.
- 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 SSC.
- e) The Master, the ship's agent or their representatives may refuse to allow on board or cause to remove any person who, in his or her opinion, may give cause for complaint or constitute a possible danger during the event or cruise.
- f) SSC reserves the right to alter excursion timings at short notice dependant on local conditions or instructions. Claims for consequential 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.
- h) SSC does not accept unaccompanied children under the age of sixteen for travel. All children travelling remain the responsibility of their accompanying parents or other adults who should take

steps to supervise the children in their charge and make sure that their behaviour does not endanger their own safety or the safety and comfort of other passengers. Groups of children are only accepted when accompanied by a responsible adult with a maximum of 6 children per adult.

8. Health and Safety:

- a) Passengers shall take due note of all announcements, safety notices, instructions and guidance when embarking, disembarking and moving around the ship. Failure to do so and failure to follow or disregard reasonable instructions from crew members or those issued through the public address system will entitle SSC to consider such action or disregard as limiting its liability to the passenger for any consequential accident, injury or loss.
- b) SSC operate a No Smoking and No Vaping policy for the comfort and safety of all using the ship. Passengers should note that this applies to all areas of the ship other than the open deck aft of the funnel.
- c) Access to certain parts of the ship such as the wheelhouse or the engine room are permitted solely at the discretion of the Master or the Chief Engineer. Access will be denied if a passenger is not suitably dressed including suitable footwear in accordance with the guidelines displayed onboard. Small children who need to be carried will not be permitted access to the engine room.

9. Catering:

Catering onboard is offered at the discretion of SSC and while every effort will be made to provide catering, this cannot be guaranteed, and the scope of such catering offered may vary subject to availability.

10. Animals:

The ship is not suitable for animals so regrettably animals, other than guide dogs, are not allowed on board.

11. Parking:

Parking at the berth in Southampton or at other ports is usually not available and passengers must make their own arrangements for parking. Advice on parking and on any shuttle service that may be provided at the sole discretion of SSC from designated dock gates to the berth will be communicated on the website and via email ahead of sailings. SSC cannot be held responsible for any parking fines incurred by ticket holders. Parties are encouraged to share transport, whenever possible.

12. Boarding:

Passengers may board the ship up to one hour before the departure time and must be on board 15 minutes before departure and should have tickets ready for inspection by the Purser. SSC reserves the right to refuse boarding by any passengers who arrive later than 15 minutes before departure and in the event of such refusal will not normally refund the tickets. SSC cannot be held responsible for delays caused by traffic or parking conditions.

13. Additional Terms and Conditions applicable to Private Hire and Static Functions:

Exclusive hire of the ship for a private excursion or for a private function alongside the berth shall be on the basis of the standard terms and conditions as listed above plus the requirements of this clause and any other special requirements agreed in writing between SSC and the hirer.

- a) Unless otherwise agreed, the hire is based upon a cruise from and to Southampton and a static event is based upon the ship's normal operating berth in Southampton.
- b) Upon confirmation of the booking a deposit of 20% of the agreed fee shall be paid to SSC and a further 40% one calendar month before the date of the event with the balance payable prior to commencement of the hire.
- c) All payments are to be in UK pounds and payable to Steamship Shieldhall Charity.
- d) Failure by the hirer to make timely payments shall be considered as terminating the agreement and SSC will return any payments already received less any costs incurred by SSC and a management fee.
- e) If the hire involves repositioning the ship or incurs additional port dues, pilotage or towage these costs will be charged to the hirer unless otherwise agreed before commencement of the hire.
- f) SSC does not accept responsibility for any direct or consequential losses incurred by the hirer resulting from cancellation or altering the event by circumstances outside its control. The hirer is therefore responsible for insurance against its own risks associated with hiring the ship.
- g) The extent of bar and catering services provided will be subject to specific agreement with SSC.

SS Shieldhall is owned by The Solent Steam Packet Ltd, a registered Community Benefit Society, and operated by Steamship Shieldhall Charity, a registered Charity (No1189179). The crew are volunteers dedicated to the preservation and operation of SS Shieldhall.