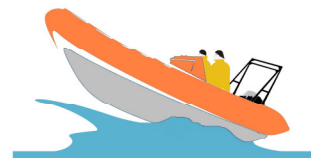


# RIB Skippers Ltd

## Terms and Conditions



“Sussex Voyages” and “Ashes at Sea” are trading names of RIB Skippers Ltd, and has a registered company address of

1<sup>st</sup> Floor  
16 Massetts Road  
Horley  
Surrey  
RH6 7DE  
England

Company Registration Number 6314841

### **Suitability to Sail : Pregnancy and Medical Conditions**

Due to the unpredictable movement of the boat, this may aggravate existing medical conditions. You must inform us of any material fact including medical conditions or disabilities, which may effect the skipper’s decision to carry you as a passenger. Conditions include epilepsy, diabetes, angina and other heart conditions, back and spinal conditions, bone weakening conditions such as Osteoporosis and pregnancy.

You must inform the skipper of any medical conditions before boarding.

Due to the unpredictable movement of the boat, voyages are not suitable for passengers who cannot effectively brace themselves – this may include the fail, elderly or young children.

The decision to sail and any consequences of participating in any voyage by RIB Skippers Ltd is done entirely at the passenger’s own risk.

RIB Skippers Ltd does not accept any liability for personal injury, or injury to others and / or loss or damage (but only so far as such injury is not caused by RIB Skippers Ltd negligence).

### **Suitability to Sail : Clothing**

Suitable clothing must be worn at all times, as it is often colder at sea than on land. We recommend warm clothes, hats and gloves and shoes with a non-slip sole.

High heel shoes of any description are not allowed on board the vessel.

All passengers must wear a lifejacket or buoyancy aid. These jackets shall be fitted by a crew member to assure correct fitting.

Only lifejackets provided by RIB Skippers Ltd or its agents may be worn. Life jackets provided by the customer may not be worn as a substitute.

The skipper reserves the right to refuse boarding if passengers are not dressed appropriately for the expected conditions. If in doubt please telephone the bookings office for advice.

No refunds will be given if boarding is refused.

### **Cancellation and Changes to your booking by RIB Skippers Ltd**

RIB Skippers Ltd reserve the right to move your booking day and time due to weather, operational and / or other commitments.

Voyage times cannot be guaranteed but every effort will be made to keep within 2 hours of the time booked.

RIB Skippers Ltd reserves the right, in its absolute discretion, whether for safety reasons or otherwise, and with or without prior notice to cancel the voyage. RIB Skippers Ltd will refund any visitor who’s ride is cancelled the cost of their prepaid ticket, but otherwise RIB Skippers Ltd shall have no liability whatsoever, including no liability for travel expenses or any other out of pocket expenses, in respect to cancellation or curtailment of any voyage.



## Cancellations by the Passenger

The voyage date, time, ticket type and number of passengers booked is non-changeable and non-refundable within 24 hours prior to your sailing date and time. Within 24 hours of your sailing date the full payment amount is due for the original booking if you cancel your voyage or reduce the number of passengers in your group.

By making a booking with RIB Skippers Ltd you acknowledge that you have read and agreed to the terms and conditions that are set out in our Terms and Conditions policy.

## Other Terms and Conditions

All persons cruising on RIB Skippers Ltd Voyages do so subject to the following terms and conditions.

1. Tickets may be purchased either individually or a vessel may be hired exclusively (referred to as a "Boat Charter"). The maximum number of passengers allowed on the boat is 12.
2. No food or beverage of any nature may be consumed on the boat itself or on the boarding platform (pontoon) without the express permission of RIB Skippers Ltd.
3. Ticket holders must arrive at the RIB Skippers passenger boarding area no less than 30 minutes prior to the voyage time printed on the ticket. Latecomers will not be admitted to the RIB Skippers voyage except at the absolute discretion of RIB Skippers Ltd.
4. Lifejackets that are activated by passengers in a non emergency situation are subject to a re-arming and inspection charge. This charge is £25 + VAT
5. Concession tickets are for children up to the age of 16. Children under the age of 16 must be accompanied by a responsible adult, aged 18 year or over. Whilst on the vessel, pontoon or the vicinity of the marina and RIB Skippers Ltd shall remain under the control or supervision of the adult.
6. Our vessels may only be chartered by persons of 18 years and over.
7. RIB Skippers Ltd reserves the right, in its absolute discretion, to refuse entry on to or remove from the boarding area and pontoon any persons who
  - 7.1 has been convicted of a criminal offence which, in the opinion of RIB Skippers Ltd is likely to effect the safety or enjoyment of other visitors.
  - 7.2 has behaved in a manner which, in the opinion of RIB Skippers Ltd has, or is likely to affect the safety or enjoyment of other visitors.
  - 7.3 has used threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace.
8. All persons cruising on the vessel must pay in full for admission prior to boarding the vessel. Tickets must be retained at all times and submitted for inspection if required by any employee or agent of RIB Skippers Ltd. Any person attempting to gain admission to the vessel without a valid ticket may be ejected from the vessel or its vicinity.
9. To prevent offensive weapons of dangerous articles from being taken onto the vessel, visitors 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 any weapons, fireworks, smoke bombs, glass bottles, flammable liquids or any other articles that may cause injury. The throwing of any article which could cause injury, annoyance or environmental damage is strictly prohibited.
10. Smoking is strictly prohibited on the vessel itself and for the convenience of other passengers we request that you refrain from smoking on the boarding pontoon area.
11. Pets or animals of any nature are expressly prohibited on the vessel itself and the boarding area leading to the vessel (except for guide dogs and hearing dogs) without the express permission of RIB Skippers Ltd.
12. Unnecessary noise, (such as use of radio sets, MP3 and other music / video players, mobile phones or other electrical equipment), or any behaviour likely to cause annoyance to other visitors or confusion of any kind is not permitted on or in the vicinity of the vessel.
13. No ticket may be resold without the previous written consent of RIB Skippers Ltd. If RIB Skippers Ltd reasonably believes that a ticket has been resold without such consent, the holder may be refused entry to or ejected from the vessel without payment of compensation.



14. Other than the liability of death or personal injury resulting from RIB Skippers Ltd negligence, RIB Skippers Ltd, its employees or agents shall not be liable for any loss of damage, direct or indirect, however arising, including without limitation any distress, inconvenience or anxiety caused from the vessel in the event of breakdown or accident.

15. From time to time RIB Skippers Ltd, or other authorised parties may carry out photographic and/video recording and / or other monitoring on or in the vicinity of the vessel which may feature visitors and passengers. By accepting these terms and conditions, you agree that RIB Skippers Ltd or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright of these materials rests with RIB Skippers Ltd or such authorised party (as the case may be).

16. RIB Skippers Ltd shall not be liable to any passenger for loss or damage which arises out of or in connection with as a consequence of the operation of the vessel including but not limited to, loss of profit, damage to or loss of property or items belonging to the passenger and any injury to the passenger (but only so far as such injury is not caused by RIB Skippers Ltd negligence).

RIB Skippers Ltd reserves the right to substitute for any vessel hire, another vessel of a capacity sufficient to accommodate the number of persons expected to be carried, and to vary the trip at the absolute discretion of RIB Skippers Ltd.

17. RIB Skippers Ltd will use reasonable endeavours to ensure that our voyages operate. However, we reserve the right, in the absolute discretion, whether for safety reasons or otherwise, and with or without prior notice, to cancel the cruise. In the event of such cancellation, RIB Skippers Ltd will refund to any visitor who's ride is cancelled, the cost of his or her prepaid ticket, but otherwise shall have no liability whatever, including no liability for travel expenses or any other out of pocket expenses, in respect of the cancellation.

18. From time to time RIB Skippers Ltd may sell tickets as a third party agent. Any events / rides / trips / meal or anything else for which such tickets are sold by RIB Skippers Ltd ("Third Party Events") shall be operated in accordance with the terms and conditions of the relevant operator and RIB Skippers Ltd shall not be liable to any customer, for any injury, loss or damage which arises out of or in connection with or as a consequence of the operation of the Third Party Event including, but not being limited to, loss of profit, damage to or loss of property or items belonging to the passenger and any personal injury to the passenger (but only so far as such injury is not caused by RIB Skippers Ltd negligence).

19. All tickets, products and purchases from RIB Skippers Ltd are subject to availability.

20. Gift Experience Packs contain ticket vouchers that are valid for 12 months from date of issue. There is no time extension available on the voucher expiry date. No cash alternative will be given.

21. Gift Experience Packs that are returned unopened are subject to a 15% restocking charge.

22. These terms and conditions are governed by and shall be construed in accordance with English Law, and any claim brought under these conditions shall be subject to the exclusive jurisdiction of the English Law.

## **For Business Customers Only**

23. Unless a credit account has been agreed in advance, all orders must be accompanied by payment in full. We reserve the right to clear cheques before releasing vouchers or tickets.

Where payment is to be made by cheque, cheques should be made payable to "RIB Skippers Ltd".

For credit account holders, payment should be made within 14 days of receipt of invoice. Late payment of invoices will result in the removal of any discount offered. We will further suspend the account until payment has been received in full. Vouchers or Tickets are not sold on a "sale or return basis".

24. In the case of delivery of vouchers or tickets, the vouchers or tickets must be inspected immediately on delivery or on collection and you must notify us within 3 working days if the vouchers or tickets are not in accordance with your order.

25. If you fail to give such notice, the vouchers or tickets shall be deemed to be in all respects in accordance with your order and you shall be bound to accept and pay for the same accordingly.

26. Any vouchers or tickets collected from our agents must be checked as accurate before leaving our agents premises.

27. You may not use or adopt any of our trading names, trademarks, promotional images or other intellectual property rights without having first obtained our written consent.