

TERMS & CONDITIONS

MERSEY FERRIES TERMS OF BUSINESS FOR THE RIVER EXPLORER CRUISE AND THE COMMUTER SERVICE

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Commuter Service: see the website www.merseyferries.co.uk for details of this service;

Event Outside Our Control: is defined in clause 7.1;

Service/s: the services that We are providing to you as part of the River Explorer Cruise or the Commuter Service;

River Explorer Cruise: see website www.merseyferries.co.uk for details of this service;

Terms: the terms and conditions set out in this document;

We/Our/Us: Mersey Ferries and its employees or agents.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 Your contract with Us shall take effect from the time that you purchase and/or order your ticket.

2.2 By purchasing a ticket from Us, you accept that these Terms apply both to you and all persons on whose behalf your purchase is also made and you thereby confirm that you have the necessary authority of such persons to do so on their behalf.

2.3 Tickets are non-refundable except at the sole discretion of Mersey Ferries in accordance with clause 6.3 of these Terms.

2.4 Your contract with Us is governed by English Law and the English courts shall have non-exclusive jurisdiction over any dispute with Us.

3. CHANGES TO TERMS

3.1 We have the discretion to amend these Terms from time to time replacing all previous versions published by Mersey Ferries.

4. THE SERVICES

4.1 We will supply the Services to you for the date specified on your ticket and your ticket will not be valid for use on any other date than the date specified on your ticket.

4.2 Your ticket for the Commuter Service can only be used for that particular Service and cannot under any circumstance be used for the River Explorer Service or any other service Mersey Ferries provides.

4.3 Your ticket for a River Explorer Service can also be used for the Commuter Service however it cannot be used for any other service that is provided by Mersey Ferries.

4.4 A valid ticket must be used to allow use of the Service, a receipt will not be valid for travel.

5. PRICE AND PAYMENT

5.1 The price of the Services will be set out in Our price list in force at the time you purchase your ticket. You can access the price list at www.merseyferries.co.uk

5.2 If the price is different at the time of placing your purchase to that stated in Our price list then the price stated at the time of purchase will prevail over that stated in the price list.

5.3 All prices include VAT but exclude any postage costs should that be necessary.

6. CANCELLATIONS AND/OR DELAYS IN THE SERVICE

6.1 We will make every effort to deliver the Services on time. However, there may be delays or a cancelled Service due to an Event Outside Our Control as described in clause 7 for which Mersey Ferries will not be held liable.

6.2 If a Service is delayed or cancelled due to an Event Outside Our Control We will endeavour to re-schedule the Service for either a later time on the same day or for a different day. This decision will be at Mersey Ferries' sole discretion and may depend on the Service that has been purchased.

6.3 Mersey Ferries may consider refunding tickets for delayed or cancelled Services however this will be a decision made at Mersey Ferries' sole discretion and only if the method of remedy described in clause 6.2 would not be suitable.

6.4 Mersey Ferries will not be liable for any indirect or consequential losses that may arise as a result of a cancellation or delay in a Service, in particular but not limited to, Mersey Ferries will not be liable to pay for any accommodation or alternative travel costs.

7. EVENTS OUTSIDE OUR CONTROL

7.1 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, fire, explosion, storm, flood, high tides, earthquakes, bad weather or any other natural disaster, or failure of public or private telecommunications networks.

7.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms Our obligation under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

7.3 Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

7.4 Mersey Ferries accepts no responsibility for any loss and/or damage suffered by you as a result of any Event Outside Our Control (including any distress, inconvenience, anxiety, loss of enjoyment or damage to any property). This does not affect your statutory rights.

8. RULES OF CARRIAGE

8.1 You are expected at all times to conduct yourself in a manner, which respects the health, comfort and safety of all other persons on board. You are also expected to comply with any reasonable request made by a member of our staff. If you do not, or if in our opinion your conduct is likely to give cause for concern, We reserve the right to refuse to allow you to embark or require that you disembark and/or leave the terminal facilities. Under such circumstances We will not refund any money that you have paid for the relevant journey and shall have no liability to you as a result of the cancellation of your travel.

8.2 All passengers must pay attention to and comply with all regulations and notices relating to the safety and security of Our ferry, Our crew, passengers and the terminal facilities.

8.3 Smoking, including the use of electronic cigarettes, is strictly prohibited whilst travelling.

8.4 Any passenger that appears to be intoxicated may be refused travel by Mersey Ferries staff or employees.

8.5 In the event of poor weather conditions, including any high tides and waves, passengers must remain seated at all times whilst on the vessel.

9. ANIMALS

9.1 Pets or animals that may cause distress or danger to other passengers are prohibited on board the vessel.

10. CONDITIONS OF SALE OF ALCOHOL

10.1 It is a criminal offence for a person under 18 to attempt to purchase alcohol or consume alcohol on the River Explorer Cruise. It is also a criminal offence for a person to purchase alcohol for someone under the age of 18.

10.2 We have the right to refuse to serve alcohol to passengers that appear to be under the age of 18. Identification will be required for all passengers who appear to be under 21 years of age.

10.3 Passengers are not allowed to bring any of their own alcohol on board.

11. OTHER IMPORTANT TERMS

11.1 Only persons authorised by Mersey Ferries are permitted to sell or offer for sale any tickets for the Services outlined in these Terms.

11.2 All tickets are non-transferable, not for re-sale and will become void on any transfer for value.

11.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12. ONLINE TICKET SALES

12.1 This page and any documents referred to on it tell you the terms and conditions on which We supply tickets to you from Our website. Please read these Terms carefully before ordering any tickets from Our website as by doing so, you accept these Terms.

12.2 Lost tickets cannot be replaced without proof of purchase. Any claim for replacement of lost tickets must be made at least 48 hours prior to the time commencement of the Service that has been purchased.

MERSEY FERRIES DISCLAIMER

Mersey Ferries Limited shall not be liable for any injury to and/or death of any passengers or loss of/or damage to any property of passengers whilst in the custody or control of Mersey Ferries Limited, unless such injury/death or loss is due to the negligence of Mersey Ferries Limited. Mersey Ferries shall not be liable for any indirect or consequential losses suffered by any passenger.

Please be aware that there may be soot deposits on the top deck. The vessel will be cleaned prior to passenger boarding, but soot deposits are an unavoidable discharge from the funnel and will settle during the course of the cruise, and We cannot be held responsible for any damage to clothing or property.