

Amended Terms and conditions for ticket purchase for Ullswater 'Steamers'
Updated January 2022

All persons undertaking an Ullswater 'Steamers' lake cruise and at all times whilst on our premises are subject to the following terms and conditions:

1. Our enquiry and booking service (the "Booking Service") is offered as a service to you, the customer, by us, Lake District Estates Co Ltd T/A Ullswater 'Steamers' (also referred to as "we", and "our" or Ullswater 'Steamers'), via our website at www.ullswater-steamers.co.uk (the "Website").
2. These Terms and Conditions set out the terms of our contract with you in relation to the supply of any ticket that you purchase using the Booking Service. If you do not agree with these terms, you must not use the Booking Service.
3. The Full Round the Lake Return/One Way Cruises and Aira Force Shuttle are separate services. Tickets are available to pre purchase, limited tickets available on the day.
4. Please note there is no allocated seating onboard. Saloons are open but we kindly request passengers to wear masks in these enclosed areas.
5. Passengers are advised to wear clothing which is appropriate for the weather and advised to stay in their seats for the duration of the journey as much as possible.
6. Pre booked tickets are date and time specific for all cruise journeys to enable us to ensure your safety when using our services. Please ensure you arrive for your allocated time as displayed on your ticket. We cannot guarantee travel if you miss your journey, and you will be required to purchase a new ticket.
7. Date and timed tickets are non-transferrable and non-refundable unless cruises are not operating. Please note there is a discretionary £1 admin charge that may be applied to amend bookings. Please ensure you check the ticket details in full before you make the purchase.
8. Parking tickets which have been pre-paid are date specific.
9. You confirm that you are at least 18 years old and have authority to use the payment method or billing account details you provide for the purpose of settling any payments due for any purchase made through the Booking Service, or that you owe to us. You also promise that all information supplied by you in using the Booking Service is accurate and that you will not make any speculative, false, or fraudulent reservation.
10. It is your responsibility to inform us of any change of address, contact phone number or email address. Please note that our preferred method of contacting you is by email, and it is your responsibility to provide a valid email address.
11. If you have not pre booked your ticket and purchase on the day, we advise you to scan in for NHS Track and Trace purposes. Please download the app in advance of your visit and scan the poster on arrival if you are not purchasing a pre booked ticket. Your data will be held for 21 days.
12. If you elect to purchase a ticket or tickets from the website, you need to arrive in good time for boarding at least 10 minutes before departure. Passengers will be

guided on arrival to the departure point. Please ensure that you have your tickets on your phone or with you so the crew can scan your tickets on boarding.

13. There is no need to go in the pier house to validate tickets or use the car park machine if you have registered the correct index number for your vehicle when paying for your online tickets and discounted parking fee.
14. Please refer to our website for updated pre arrival measures we have introduced on site. Please note this vary and will be updated accordingly to Government guidelines.
15. If you elect to have the QR code sent to your phone by SMS text message, it is your responsibility to ensure that you have provided us with the correct telephone number and that your phone is charged, functional and that you are able to display the QR code if required to do so.
16. **Scheduled Services** - Any ticket(s) purchased for timetabled services as described on the Website at www.ullswater-steamers.co.uk/timetablefares.shtml must be redeemed on the date and at the time shown, including the specified return time. Tickets purchased are non-refundable except when services are cancelled by Ullswater 'Steamers' because of bad weather, mechanical breakdown or any other unforeseen operational problem.
17. **Gift Vouchers** – Please note if you travel in the 2022 season, we will restrict use of Gift vouchers and tickets must be pre-booked. Our Booking Service will state the valid from date and the expiry date on the voucher. Gift vouchers can only be redeemed in person at Glenridding or Pooley Bridge Pier houses for any retail or catering items. No change can be given.
18. **Tickets purchased through third party sellers** – please visit our website for further updates.
19. **Bus & Boat Tickets** – please visit our website for further updates.
20. **Special Event** All tickets purchased for a Special Event as described on the Website at <http://www.ullswater-steamers.co.uk/specialevents.shtml> can only be redeemed for that event on the date and time shown on the ticket(s). Tickets purchased are non-refundable except when services are cancelled by Ullswater 'Steamers' because of bad weather, mechanical breakdown or any other unforeseen operational problem.
21. **Dogs** - Dogs are permitted on all timetabled services subject to a charge £1.00. Dogs must always be kept on a short lead and under close control. Dogs are not permitted on any special event cruises
22. **Bikes & Paddleboards** – Bikes/Paddleboards are permitted on board at a charge of £2.50. We cannot guarantee space on the boats due to restricted capacity onboard, it is skippers' discretion for travel. Paddleboards must be deflated before boarding. Bike racks are available at Pooley Bridge and Glenridding pier houses.
23. **IMPORTANT INFORMATION** - Please check your order carefully before finalising any transaction on our booking service. If you need to make a change, you can login and make changes subject to a £1 admin charge.
24. Group bookings (tour operators only) are subject to a minimum of 10 persons. Please contact the office for further information.
25. We will use our reasonable endeavours to ensure that all services operate as planned. However, we reserve the right, where appropriate, whether for safety reasons or

otherwise, and with or without prior notice, to substitute any vessel for any other vessel, or to cancel any service.

26. We shall not be liable to any passenger for any loss or damage which arises out of or in connection with or because of the operation or cancellation of any service provided, including but not limited to damage to or loss of property or items belonging to the passenger, and any personal injury to any passenger subject to clause 17.
27. We only supply the services for domestic and private use. You agree not to use the services for any commercial or business purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
28. Passengers must always keep personal belongings with them. We accept no responsibility for the theft of any property or personal item whilst on our premises.
29. Clauses 22,23 and 24 do not exclude or limit in any way our liability for:
 - a) death or personal injury cause by our negligence; or
 - b) fraud or fraudulent misrepresentation; or
 - c) any breach of the obligations implied by section 12 of the Sale of Good Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.
30. Unnecessary noise (such as that from the use of radio sets, personal stereos, including MP3 players and any other electrical equipment), or any behaviour likely to cause annoyance to other passengers, is not permitted on any part of any vessel or pier.
31. Passengers are asked to keep a respectful distance from other passengers who are not part of your group.
32. Children under the age of 16 must be accompanied by an adult at all times and under 5's must remain close to their parent or guardian at all times.
33. Smoking, including e-cigarettes, is strictly prohibited on board vessels and on piers.
34. Passengers may only embark and disembark via the designated gangways in an orderly manner when invited to do so by the crew on board.
35. We reserve the right, without refund and, in our absolute discretion, to refuse entry onto or remove from any vessel or gangway any person who, in our opinion:
 - a) is likely to affect the safety or enjoyment of other passengers by their conduct; or
 - b) 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; or
 - c) is likely to endanger themselves, the vessel, the staff, or any other passenger.
36. All passengers must comply with all relevant statutes, safety announcements, instructions given by our staff and the regulations in force at the time whilst undertaking the cruise.

37. Breach of any of these Terms and Conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall cause us to refuse to carry you as a passenger and may result in your removal from the vessel at the next available opportunity.
38. We will only use the personal information you provide to us to provide the service or to inform you about similar services which we provide unless you tell us you do not want to receive this information.
39. 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 English Law.
40. Third-party services - When you book a ticket and your preferred product or service is available, the contract for third-party services (for example, travel company or hotel bookings) will be between the relevant supplier and you. We are not a party to any such contractual relationship, and you should read the terms and conditions applicable to such third-party services carefully.
41. Please do not visit the attraction if you feel unwell. If you have pre-booked contact us on 017684 82229 and we will transfer the booking to another date.
42. If adverse weather is expected to affect the sailing schedule part way through the day, the sailing day will be cancelled in its entirety. Due to staffing shortages, we cannot guarantee to provide the minibus shuttle. We recommend your travel on the boat is the first part of your journey.