

# London Party Boats Ltd. Ticket Cruise Booking Information, Terms & Conditions

Please read this document in full. The information within this document relates to all tickets for ticket cruises on the river Thames and connected docks and waterways marketed by London party boats Ltd., operated by London party boats Ltd. and sold by London party boats Ltd. on behalf of other operators.

In purchasing tickets for cruises, from London party boats Ltd, you ('the client') are accepting the terms and conditions within this document. Any ticket/reservation holder or passenger will be referred to as 'the client' from here on. This document supersedes any and all previous versions and may only be altered upon the written agreement of both 'the client' and a Director of 'London party boats Ltd.'

All Tickets are sold subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with Us prior to purchase, as purchase of Ticket(s) constitutes agreement of these Terms and Conditions. A valid Ticket must be produced to get into an Event. Please notify Us of any access requirements at the time of booking. Removing any part of, altering or defacing the Ticket may invalidate Your Ticket.

**1.1** All bookings must be made in advance of the date of the cruise. To board the vessel the client must have a confirmed reservation /ticket which is valid for the date and package booked. It is Your responsibility to check Your Ticket(s) as mistakes cannot always be rectified after purchase. Please check your Ticket(s) on receipt carefully and contact us immediately if there is a mistake.

**1.2** We will not be responsible for any Ticket that is lost, stolen or destroyed. The Management only accept responsibility for Tickets bought from one of its own managed sales points. Any queries regarding Tickets purchased from ticket Agents must be directed back to the relevant Agent.

**1.3** It is not always possible to issue duplicate ticket(s). For example, for non-seated events where there is a possibility of both the original and duplicate ticket(s) being used, compromising the licensed capacity of the venue. Duplicates may therefore be issued at the discretion of the Promoter or the Venue acting reasonably. If an e Ticket is reissued only the most recent version will be valid,

previous tickets will be void and entry to the venue may not be permitted.

**1.4** We and the Event Partner(s) reserve the right to provide alternative tickets at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided they are of no less value to that stated on the Ticket.

**1.5** Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required.

**1.6** Possession of a Ticket does not confer any rights (by implication or otherwise) on You to use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on the Ticket.

**1.7** Any Ticket cannot be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by the Event Partner(s), provided that even if such consent is obtained, use of Our trade marks and other intellectual property is subject to Our prior consent.

**1.8** You agree not to obtain or attempt to obtain any Ticket(s) through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. We reserve the right to cancel any Ticket transaction which We reasonably suspect to have been made in breach of these provisions without any notice to You and any and all Ticket(s) purchased as part of such transaction will be void.

## **2. PRICE AND PAYMENT**

**2.1** Full payment in cleared funds must be received by London party boats Ltd. in advance of the date of the ticket cruise. Payment is required in full at time of booking to secure your space on the boat. The price of the Ticket shall be the price set at the time We accept Your order. All advertised prices are inclusive of any applicable taxes and per Ticket booking fee (where applicable) but exclusive of any per transaction, or delivery fee. If booking with a credit or debit card that the client does not have the legal right to use the booking will be invalid.

**2.2** No order will be accepted until We have received full payment in cleared funds. We reserve the right to cancel any booking which We reasonably suspect to have been made fraudulently.

**2.3** All Concessions and Discounts are subject to availability, they may be restricted to certain price levels and events and can be withdrawn by London party boats without notice

**2.4** Only one Concession or Discount is available per ticket.

**2.5** If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on the Site or otherwise communicated to You, or

You are able to order a ticket before its scheduled on-sale or pre-sale date or You are able to order a Ticket that was not supposed to have been released for sale, then We will have the right to cancel that Ticket (or the order for that Ticket) and refund to You the amount that You paid. This will apply regardless of whether because of human error or a transactional malfunction of this website or other London party boats operated system.

### **3. DELIVERY**

**3.1** Your Tickets will be delivered as an e Ticket to the email address provided when You registered on the Site. Your e Ticket must be printed or presented on a mobile or tablet device. If printed, Your e Ticket must be clearly printed to scale on plain A4, clean, white paper. Problems with printing will not be Our responsibility or the responsibility of the Venue. Unauthorised duplication of Your e Ticket may prevent Your admittance to the Event. London party boats is not responsible for any inconvenience caused by unauthorised duplication. If unauthorised duplicates appear London party boats reserves the right to refuse entry to all Ticket holders. Any duplicate Ticket issued by London party boats, will render the original e Ticket null and void.

**4.2** E-Tickets will only be delivered to the email address provided at the time of booking.

### **4. CHANGES TO EVENT**

**4.1** London Party Boats Ltd. reserves the right to substitute another vessel and, if necessary, for reasons beyond its control, to cancel the booking, but London Party Boats Ltd. will not in such circumstances be liable for any expenses incurred by the client.

### **5. CANCELLED/RE-SCHEDULED EVENTS**

**5.1** It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, We will use Our reasonable endeavours to notify You using the details You provided Us with at the time of booking. We do not guarantee that You will be informed of such cancellation before the date of the Event.

**5.2** It is Your responsibility to inform Us of any change to the telephone number or email address You provide Us with at the time of booking.

## **6. REFUNDS/EXCHANGES**

**6.1** Tickets are non-refundable. London party boats Ltd. reserve the right to charge an administration fee on any refunds agreed.

**6.2** Cancellations, amendments and/or non-attendance will not be accepted if less than 72 hours notice is given before your departure date and you will not be liable for a refund or booking transfer.

**6.3** There will be a 50% charge of the original ticket price to rebook for an alternative date.

**6.4** Ticket(s) can be exchanged of the same value or higher upon payment of the difference in value.

**6.5** If you are unable to attend, you may send a substitute at no extra cost, provided that you notify us of the change at least 3 working days prior to the Event. Substitutions must be communicated by email to the organiser of the event.

**6.6** No reimbursements will be made for travel, accommodation or any other costs incurred by you in connection with the Event which you do not attend or cancel

**6.7** If you are unable to attend the Event through no fault of Ours, then we can offer a ticket exchange facility if we are notified up to 7 days before your departure date, subject to availability, if the Event is at a Vessel managed by Us. In order to obtain an exchange, you must contact us no later than 7 days before the Event. Ticket(s) can be exchanged for the same event at a later date of the same value or higher upon payment of the difference in value and will be subject to availability. Admin fees and penalty charges of 50% of your original ticket price will be applied for any losses incurred by London party boats as a result of your cancellation. If a discount has been applied to the Ticket(s), then this will only be honoured within the original terms and conditions of the offer. If the Event has been booked through us for an Agent then an exchange may not be offered and we would refer You to the Agent's own terms and conditions of sale.

**6.3** Except where We offer an applicable Ticket exchange or resale facility, Ticket(s) cannot be exchanged, cancelled or refunded after purchase. If a resale facility is available, resale of these Ticket(s) cannot be guaranteed and is subject to a per ticket administrative charge.

**6.4** Where an Event is cancelled or rescheduled by London party boats due to circumstances beyond Our control, or where there is a material change to the Event, You may request a refund from Us in accordance with this clause.

**6.5** A 'material' change to the programme of the Event is a change which, in Our reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. The use of a different vessel advertised shall not be a material change.

**6.6** Where an Event is cancelled because of adverse weather, We shall not be liable to make any refund or pay any compensation.

**6.7** Where such a refund is sought due to cancellation, rescheduling or a material change to the programme of the Event, You must bring this to Our attention as soon as possible upon becoming aware of such material change, cancellation or where the Event has been rescheduled, prior to the rescheduled Event. The refund for Ticket(s) equals the price paid by You to Us for such Ticket, excluding the per booking fee.

**6.8** Refunds shall only be made to the person who purchased the Tickets and, when possible, be made using the same method as was used to purchase the Tickets.

**6.9** These Terms and Conditions do not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, or the Competition and Markets Authority.

## **7. LIABILITY**

**7.1** Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Unless otherwise stated in this clause, Our and the Event Partner(s)' liability to You in connection with the Event (including, but not limited to, in the event of cancellation, rescheduling or material change to the programme of the Event) shall be limited to the Ticket price paid by You excluding the per Ticket booking fee.

**7.2** Neither We nor the Venue nor the Event Partner(s) will be responsible for any loss, injury or damage to any person (including You) or property howsoever caused (including by Us and/or by Event Partner(s)): (a) in any circumstances where there is no breach of a legal duty of care owed by Us or the Event Partner(s); (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from Our negligence); or (c) to the extent that any increase in any loss or damage

results from breach by You of any of these Terms and Conditions and/or any terms and conditions of the Event Partner(s).

**7.3** Nothing in these Terms and Conditions seeks to exclude or limit Our or the Event Partner(s)' liability for death or personal injury caused by Our or the Event Partner(s)' (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

## **8. VOID TICKETS**

**8.1** Any Ticket obtained in breach of these Terms and Conditions shall be void and all, rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to an Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void Ticket(s) are non-refundable.

## **9. RESTRICTIONS**

**9.1** Ticket(s) may be restricted to a maximum number or sold subject to certain restrictions on entry or use. It is Your responsibility to ensure that You read all notifications displayed on Our website. We reserve the right to cancel Ticket(s) purchased in excess of the maximum number, without prior notice unless the purchase of Ticket(s) in excess was due to Our error, in which case We will notify You prior to cancelling Your Ticket(s).

## **10. CONDITIONS OF ADMISSION AND ATTENDANCE**

**10.1** The management and Captain of the Vessel reserves the right to refuse Ticket holder's admission to the Vessel in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void.

**10.2** The management and Captain of the Vessel also reserves the right to request that Ticket holders leave the Vessel at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Venue may remove a Ticket holder who:

- 1) has behaved in the Vessel in a manner which, in the reasonable opinion of the company has, or is likely to affect the enjoyment of other visitors; or
- 2) uses 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
- 3) in the reasonable opinion of the company is under the influence of drugs or has

consumed an excessive amount of alcohol; or  
4) fails, when required, to produce proof of identity or age; or

**10.3** You must comply with instructions and directions given by the Captain and crew.

**10.4** No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.

## **11. RESTRICTIONS AND PROHIBITIONS**

**11.1** By attending an Event, Ticket holders consent to filming and sound recording of themselves. The Event Partner(s) may use such films and recordings (including any copies) without payment.

**11.2** Smoking is not permitted inside the vessel. Smoking is permitted outside within a designated smoking area.

**11.3** The following are not permitted within any Venue:

- 1) large objects that require storage; cycles, scooters, suitcases etc.
- 2) animals (with the exception of assistance dogs);
- 3) laser pens, fireworks, flares, smoke bombs
- 4) Your own food and drink
- 5) bottles, cans or glass containers
- 6) any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives)
- 7) illegal substances

**11.4** The management of the Venue reserves the right to conduct security searches and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause danger or disruption to other members of the Event or is one of the items not permitted in the Venue as listed above.

**11.5** Customers who suffer from sea sickness or travel sickness will not be entitled to a refund if they choose to depart the vessel before departure.

**11.6** The Event Partner(s) and Venue will not be liable for any loss, theft or damage to confiscated items. Confiscated items which are not collected within 24 hours will be considered a gift to the Venue and disposed of by the Venue in their sole discretion.

## **12. HEALTH AND SAFETY**

**12.1** Ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event. If Ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.

## **13. EVENTS BEYOND OUR REASONABLE CONTROL (FORCE MAJEURE)**

**13.1** For the purposes of these Terms and Conditions, 'Force Majeure' means any cause beyond Our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

## **14. GENERAL**

**14.1** Please ensure all ticket holders within your party are aware of any dress code that applies to the ticket cruise booked. Refunds will not be offered where entry is refused for this reason.

**14.2** Please note that the layout of the different boats used for ticket cruises means that London party boats Ltd. cannot guarantee a table with seating. If you are booking a cruise with seating you may have to share your table with another party. Please check at the time of booking on availability of seating and seating plans.

**14.3** London party boats Ltd. recommend arriving at the boarding pier fifteen minutes before the scheduled boarding time. For whatever reason London party boats Ltd. will not make any refund should clients miss the boarding slot.

**14.4** Children under the age of five are discouraged from Lunch Cruises; no prams, bassinets or pushchairs may be brought on board and no highchairs are provided. For Dinner Cruises, no persons under the age of 12 are allowed on board. For

Disco Cruises no persons under the age of 18 are allowed on board. For other ticket cruises please see literature for restrictions.

**14.5** Whilst London party boats Ltd. try to ensure all information, particularly times and prices, displayed on their website are accurate, errors may occur. If an error in a price is discovered which affects your booking, London party boats Ltd. will try to inform you as soon as possible and give you the option of either reconfirming your purchase at the correct price or cancelling it. If London party boats Ltd. are unable to contact you for any reason, the right is reserved to cancel the booking.

**14.6** Should a client present a miss-priced reservation/ticket at embarkation the right is reserved to withdraw the booking, cancel it and refuse boarding. Cancellation under these circumstances will entitle you to a full refund.

**14.7** London party boats Ltd. do not accept liability for any loss resulting from our failure to provide an advertised service, or where delay occurs to those services, for any reason.

**14.8** All prices are subject to change without notification.

**14.9** The embarkation time and disembarkation time are not guaranteed by London Party Boats Ltd., who will use their reasonable endeavours to comply there with.

**14.10** The client agrees to reimburse London Party Boats Ltd. for any additional expense for cleaning or repairs as a result of the use or misuse of the vessel by the client or their guests, reservation or ticket holder, during or after the cruise.

**14.11** The Client will be responsible for all loss or damage to property upon or brought onto the vessel and for any injury to any person or thing caused or in consequence of any act or omission on the part of the client, its agents or servants, and/or any guest and the client will keep London Party Boats Ltd. indemnified in respect of any such loss, damage or injury.

**14.12** If the Client has any comments during the cruise the Captain or Function Manager will be happy to discuss these at any time. Any complaints must be notified to either the Captain and/or Function Manager at the time of the ticket cruise and then re-stated in writing to the office no later than 3 days after the date of the ticket cruise. Failure to comply with this request will indemnify

London Party Boats Ltd. and the operator from the payment of any compensation.

**14.13.** During the ticket cruise, the vessel will remain under complete control of the Captain and/or crew as provided by London Party Boats Ltd. If for weather, tide or other reasons the Captain considers it necessary to vary the scheduled trip, his decision will be final. The Captain will endeavour to bring the vessel alongside 15 minutes before the times stated on the booking form to facilitate the embarkation and disembarkation.

**14.14** Nightclub guestlist entry is not guaranteed and has no monetary value added to your ticket.

## **COVID-19 Terms and Conditions**

### **1. ABOUT THESE TERMS AND CONDITIONS**

- a. These Additional COVID19 Terms and Conditions are in addition to our Terms and Conditions of Sale and apply to all Tickets purchased for events during the period when rules and guidance from the UK Government regarding the COVID19 Pandemic are in force.
- b. These additional COVID19 Terms and Conditions should be read in conjunction with and are incorporated into our Terms and Conditions of Sale.
- c. Please note that if you have purchased your ticket through a third party, your purchase will be governed by the third party's terms and conditions of sale and any queries regarding your Tickets or your purchase should be directed to the original point of sale.

### **2. COVID19 ACKNOWLEDGEMENT**

- a. Before attending an Event, guests must familiarise themselves with and comply with the latest rules and guidance issued by the UK government regarding COVID19.
- b. By attending an Event at a Venue, all guests are acknowledging their consent to, and agree to abide by, the safety precautions that have been adopted by London Party Boats, which may include (but not be limited to)

wearing of face coverings and non-invasive temperature checks. Failure to comply with any such precautions could result in guests being asked to leave the pier and entry to the vessel will be denied. We further reserve the right to refuse entry to any person that refuses to comply with our safety protocols.

- c. The safety measures that are being and have been introduced on our vessels are intended to minimise the risk of contracting COVID19 but this risk cannot be completely eradicated. By purchasing a ticket for an Event, you are acknowledging that an inherent risk of exposure to COVID19 exists in any public place where people are present, and that you and those in your party voluntarily assume all risks related to exposure to COVID19 and agree not to hold London Party Boats, the Venue, or any of their affiliates, directors, officers, employees, agents, contractors or volunteers liable for any illness or injury. Anyone attending an Event acknowledges that they do so at their own risk.

### **3. COVID19 EXCHANGES**

- a. In line with Government guidance, we ask that guests do not attend if they or someone in their party is required to self-isolate or experiencing any COVID19 symptoms.
- b. If you are unable to attend an Event, you must inform us at least 72 hours prior to the Event. In these circumstances, where adequate notice has been given, London Party Boats will permit You to
  - (i) exchange your tickets for the same event at a later date; or
  - (ii) if such exchange is not possible or not practical, e.g., the event is a “one-off” event or has a limited run, exchange your Ticket for an alternate event of your choice (subject to availability); or
  - (iii) opt for a credit voucher. No exchange fee will apply.
- c. Cancellations, amendments and/or non-attendance will not be accepted if less than 72 hours notice is given before your departure date and you will not be liable for a refund or booking transfer.
- d. There will be a 50% charge of the original ticket price to rebook for an alternative date.
- e. Ticket(s) can be exchanged of the same value or higher upon payment of the difference in value.

- f. If you are unable to attend, you may send a substitute at no extra cost, provided that you notify us of the change at least 3 working days prior to the Event. Substitutions must be communicated by email to the organiser of the event.
- g. No reimbursements will be made for travel, accommodation or any other costs incurred by you in connection with the Event which you do not attend or cancel.

#### **4. TEMPERATURE CHECKS**

- a. All guests may be required to have their temperature checked before entering the vessel. Entry to the vessel will not be permitted if you are displaying a temperature of 38 degrees or higher.