TERMS AND CONDITIONS FOR TICKET PURCHASES FOR ULLSWATER 'STEAMERS'

Terms and conditions for ticket purchase for Ullswater 'Steamers' updated June 2024 includes Season Tickets

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

- 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 <u>www.ullswater-</u> <u>steamers.co.uk</u> (the "Website").
- 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.
- The Full Round the Lake Return/One Way Cruises and Aira Force Shuttle cruises are separate services. We advise customers to pre purchase tickets as we cannot guarantee tickets for your preferred time of sailing will be available to purchase on the day.
- Please note there is no allocated seating onboard the boats.
- Passengers are advised to wear clothing which is appropriate for the weather. Please visit our website for details about facilities onboard each boat.
- Pre booked tickets are date and time specific for all outbound cruise journeys but for return journeys you do not need to book a specific time. Please ensure you arrive at least 20 minutes before the time displayed on your ticket. We cannot guarantee travel if you miss your journey, and you will be required to purchase a new ticket.
- Date and timed tickets are non-transferrable and non-refundable unless cruises are not operating. Please note there is a 10% admin charge which may be applied to amend bookings within 48

hours of your sailing. For cancellations a 10% admin fee will apply. Please ensure you check the ticket details in full before you make the purchase. 50p booking fee (non-refundable) applies to online bookings.

- 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.
- 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.
- 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 downloaded onto your phone or printed off so the crew can visually check or scan your tickets before boarding. Please observe site signage on arrival and check-in with your downloaded pre-paid tickets at the main pier houses.
- If you elect to have the ticket 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. Please download tickets on your phone as wi-fi signal can be intermittent.
- Scheduled Services Any ticket(s) purchased for timetabled services as described on the website at <u>www.ullswater-</u> <u>steamers.co.uk/timetablefares.shtml</u> must be redeemed on the date and at the time shown. 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.
- **Gift Vouchers** Please call us on 017684 82229 to pre book your voucher experience as stated on the voucher, we will need your

voucher number, validity from date and the expiry date on the voucher. Gift vouchers that have a monetary value can be pre booked for the cruise but can only be redeemed in person at Glenridding or Pooley Bridge pier houses for any retail or catering items. No change can be given.

- Tickets purchased through third party sellers please visit our website for further updates. We will reintroduce some key integrated ticketing partners in 2023.
- Bus & Boat Tickets Bus & Boat tickets are now available to purchase onboard Stagecoach buses. We do not sell these tickets directly. Please present your bus and boat ticket at the pier houses and we will exchange for your cruise ticket on the next available sailing.
- Special Events Special Event tickets whether purchased through our booking service or via a third party can only be used on the day and time stated on the ticket. Special Event tickets are nonrefundable and non-transferable except when the event cannot take place. Special Event ticket holders are not permitted to resell or transfer tickets to other named persons. All tickets purchased related to Special Event are described on the website at <u>https://www.ullswater-steamers.co.uk/events</u> 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.
- **Dogs** Dogs are permitted on all timetabled services subject to a charge of £1.00. Dogs must always be kept on a short lead and under close control. Dogs are not permitted on any special event cruises unless specified.
- **Bikes & Paddleboards** Bikes/Paddleboards are permitted on board at a charge of £3 & £4, respectively. These tickets cannot be pre-booked as we cannot guarantee space on the boats due to restricted capacity. Carriage of these items is at the skippers' discretion. Paddleboards must be deflated before boarding. Bike racks are available at Pooley Bridge and Glenridding pier houses.
- **IMPORTANT INFORMATION** Please check your order carefully before finalising any transaction on our booking service.
- **Group bookings** (tour operators only) are subject to a minimum of 10 persons. Please contact the office for further information.
- 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.

- 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.
- 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.
- 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.
- Clauses 22,23, 24 & 25 do not exclude or limit in any way our liability for: death or personal injury cause by our negligence; or fraud or fraudulent misrepresentation; or 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 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.
- 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.
- Passengers are asked to keep a respectful distance from other passengers who are not part of their group.
- Children under the age of 16 must always be accompanied by an adult and under 5's must always remain close to their parent or guardian.
- Smoking, including e-cigarettes, is strictly prohibited on board vessels and on the piers.
- Passengers may only embark and disembark via the designated gangways, in an orderly manner when invited to do so by the crew on board.

- 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:
 - o is likely to affect the safety or enjoyment of other passengers by their conduct; or
 - 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
 - is likely to endanger themselves, the vessel, the staff, or any other passenger.
- 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.
- 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.
- 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.
- 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.
- 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 party to any such contractual relationship, and you should read the terms and conditions applicable to such third-party services carefully.
- If adverse weather is expected to affect the sailing schedule part way through the day, we reserve the right to cancel the sailing day in its entirety. We recommend your travel on the boat is the first part of your journey. We will issue a refund for journeys not taken.
- 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.

Ullswater Steamers Lake Cruise Company: All-Year Season Ticket Terms and Conditions

Terms of use.

Please present at Glenridding pier house ticket desk on the initial date of travel where your season ticket voucher will be exchanged for passes. These passes will be valid for 12 months from date of purchase. Season ticket holders must present their season ticket in one of our pier houses and be issued with a valid ticket for travel (Glenridding and Pooley Bridge only). Please note season tickets holders do not have priority boarding on sailings, if your chosen time of sailing is full, we will allocate tickets on the next available sailing. Please be advised busiest sailing times are between 10.30-1pm. Season ticket holders cannot pre-book day tickets. To complete the application for a season ticket Ullswater Steamers requires a picture of the ticket holder - this can be done in advance by sending the image to enquiries@ullswatersteamers.co.uk along with information regarding your season ticket purchase, or in person on the day of redemption (please note that this may delay the creation of the season ticket). Adult and Family season ticket includes:

VIP pass 10% off hot drinks in Glenridding or Pooley Bridge pier houses (not applicable on-board). Please present your season ticket at the counter. Offer valid for season ticket holder only. VIP pass 10% off special event tickets - pre booking is essential please book online and use offer code ULS24EVENT to book event tickets. Please note we cross check all event bookings using this code. Subject to availability. Max 4 tickets per season ticket pass holder at any one event. Ullswater Steamers Lake Cruise Company: All-Year Season Ticket Terms and Conditions

1. Acceptance of Terms: By purchasing and using an All-Year Season Ticket from Ullswater Steamers Lake Cruise Company, you agree to abide by these terms and conditions. These terms constitute a legal agreement between you and Ullswater Steamers. 2. **Duration and Validity:** The All-Year Season Ticket is valid for 12 months from the date of purchase. The ticket grants unlimited access to Ullswater Steamers' lake cruises during this period. Subject to availability. **3. Ticket Usage:** a. The All-Year Season Ticket is non-transferable and can only be used by the named ticket holder. b. Presentation of a valid

All-Year Season Ticket is required for boarding on each cruise. c. The ticket holder must follow the standard boarding procedures and comply with all safety regulations. 4. Exclusions: a. The All-Year Season Ticket does not guarantee availability on all cruises, b. Special events, private charters, or other exclusions may apply, and additional charges may be required. 5. Lost or Stolen Tickets: a. Lost or stolen All-Year Season Tickets must be reported to Ullswater Steamers immediately. b. A replacement fee may apply for lost or stolen tickets at the discretion of Ullswater Steamers, 6. Refunds and Cancellations: a. All-Year Season Tickets are non-refundable, b. Services run weather and operations permitting. In the event of any changes to scheduled services, prebooked event ticket holders will be notified as soon as possible. Changes to timetables or disruption to services will be posted on the website at the earliest opportunity. Season ticket holders do not qualify to receive a part refund or extension to cover total periods of non sailing days within the calendar year. 7. Changes to Terms: Ullswater Steamers reserves the right to amend these terms and conditions at any time. Updated terms will be effective upon posting on the official Ullswater Steamers website. 8. Conduct: a. The ticket holder must adhere to Ullswater Steamers' code of conduct and respect other passengers and crew. b. Ullswater Steamers reserves the right to deny boarding or remove any ticket holder for disruptive or inappropriate behaviour. 9. Liability: a. Ullswater Steamers is not liable for any personal injury, loss, or damage to property during the use of the All-Year Season Ticket. b. The ticket holder agrees to release Ullswater Steamers from any claims arising from the use of the ticket. 10. **Governing Law:** These terms and conditions are governed by the laws of the jurisdiction in which Ullswater Steamers is located. By purchasing and using the All-Year Season Ticket, you acknowledge that you have read, understood, and agreed to these terms and conditions.

Ullswater Steamers Lake Cruise Company: Dog All-Year Season Ticket Terms and Conditions

Please call us 017684 82229 and let us know your first visit date. We will create a rover pass ready to collect from Glenridding pier house along with the VIP bandana.

1. Acceptance of Terms: By purchasing and using a Dog All-Year Season Ticket from Ullswater Steamers Lake Cruise Company, you agree to comply with these terms and conditions. These terms constitute a legal agreement between you and Ullswater Steamers. 2. Duration and Validity: The Dog All-Year Season Ticket is valid for 12 months from the date of purchase, allowing unlimited access for one dog to Ullswater Steamers' lake cruises during this period.

3. Ticket Usage: a. The Dog All-Year Season Ticket is non-transferable and applicable to only one dog. b. The dog must be well-behaved, under control, and on a lead/harness at all times while on board. Dogs must be accompanied by well behaved owners !

4. Exclusions: a. The Dog All-Year Season Ticket does not guarantee availability on all cruises, and reservations may be subject to availability.b. Ullswater Steamers reserves the right to exclude specific breeds or individual dogs deemed unsuitable for the cruise environment. c. Dogs are not permitted on any special event cruises unless specified.

5. Health and Safety: a. It is the responsibility of the dog owner to ensure their dog is in good health and free from contagious diseases. b. Ullswater Steamers reserves the right to deny boarding to dogs displaying signs of illness or distress.

6. Lost or Stolen Tickets: a. Lost or stolen Dog All-Year Season Tickets must be reported to Ullswater Steamers immediately. b. A replacement fee may apply for lost or stolen tickets at the discretion of Ullswater Steamers.

7. Refunds and Cancellations: a. Dog All-Year Season Tickets are nonrefundable. B. Services run weather and operations permitting. In the event of any changes to scheduled services, pre booked ticket holders will be notified as soon as possible. Changes to timetables or disruption to services will be posted on the website at the earliest opportunity.

8. Conduct: a. Dog owners are responsible for their dog's behaviour and must promptly clean up after them. b. Ullswater Steamers reserves the right to deny boarding or remove any dog and owner for disruptive or inappropriate behaviour including the chasing of cats, squirrels or birds !

9. Liability: a. Ullswater Steamers is not liable for any injury, loss, or damage caused by or to the dog during the use of the Dog All-Year Season Ticket. b. Dog owners agree to release Ullswater Steamers from any claims arising from the use of the ticket.

10. Governing Law: These terms and conditions are governed by the laws of the jurisdiction in which Ullswater Steamers is located.

By purchasing and using the Dog All-Year Season Ticket, you acknowledge that you have read, understood, and agreed to these terms and conditions.

Drone flying

We do not grant permission for private flying from our piers and boats for the following reasons:

- Our visitors value the peace and tranquillity of Ullswater. The presence of drones can impinge on the quiet enjoyment of the cruises by other visitors and therefore potentially presents a public nuisance risk.
- Wildlife and agricultural animals are sensitive to disturbance, such as birds and deer herds, which could be alarmed or stressed by the presence of drones, especially at breeding times.
- The valley is classified as a CAA low flying zone for RAF training aircraft.
- Most drones have cameras attached the use which contravene privacy and rules state that drones must not be flown be within 150 metres of any congested area.
- If a drone causes damage or harm, pilots who are members of the public rarely have the correct insurances, or level of insurances, to adequately compensate those affected.

Wi-Fi Mobile location code of conduct

We use Location Based Services (LBS) to understand traffic patterns in venues. The location data we capture helps us to understand venues, such as how long customers stand in line and how they generally move around an area, enhancing operational efficiency and improving user experience.

If you would like to find out more about the data we collect through Mobile Location Analytics MLA, take a look at our solution providers location analytics policy, alternatively, you can opt out of location analytics.

HOLIDAY OFFERS/JOINT TICKETS AND AFFLIATE PARTNERS Brand Ambassador Scheme online offer

These are the offer codes for the selected tourism bodies who are participating in the brand ambassador scheme.

Terms & conditions of the offer.

- 10% online offer only for adult , child & family tickets for the full return cruise from Pooley Bridge (PB) -Glenridding (GR) return or GR-PB return. Please note in lilac & red timetables, the online offer is NOT available for the cruise departures 11:15 or 14:05 from Glenridding . NOT valid for cruise departures 12:00 (red timetable) or 14:00 from Pooley Bridge.
- Online offer only. Not valid on walk-up fares.
- Not redeemable for cash.
- No change given.
- Online bookings until 1st January 2025.
- Not valid on special event days or gift experiences.
- Excludes walkers, single journey, season tickets, four adults and joint attraction tickets.
- Dog, paddleboard, and bike tickets are also excluded.
- This offer may be withdrawn at any time.

My Cumbria Card - this is a Cumbria Tourism initiative private membership for local residents

10% online offer only for adult , child & family tickets for the full return cruise from Pooley Bridge (PB) -Glenridding (GR) return or GR-PB return.

- Online offer only. Not valid on walk-up fares.
- Not redeemable for cash.
- No change given.
- Online bookings only until 31st January 2025.
- Not valid on special event days or gift experiences.
- Excludes walkers, single journey, season tickets, four adults and joint attraction tickets.
- Dog, paddleboard, and bike tickets are also excluded.

• This offer may be withdrawn at any time.

Joint Ticket Ravenglass and Eskdale Railway and Ullswater Steamers

Purchase ticket online at **www.ravenglass-railway.co.uk**. Book dates, times and seats on the Railway.

Present your ticket confirmation at Pooley Bridge and Glenridding pier house to validate and exchange for your round the lake cruise

- Valid for one day entry only at each attractions per ticket purchased. Valid in 2024 season only. Please visit attraction websites for timetables and opening times. Tickets are not transferable to 2025.
- Book online only. Not valid on walk-up fares.
- Not redeemable for cash. No change given.
- Not valid on special event days or gift experiences.
- Excludes family, single, four adults and joint attraction tickets. Dog and bike tickets are also excluded.
- This offer may be withdrawn at any time.

KIDS FREE FRIDAYS SUMMER 2024

*T&Cs apply. Online offer only. Only valid on Fridays between the dates of 12/07/24 and 06/09/24.

One free child with every one full paying adult on any of the return cruise options between Glenridding, Howtown, Aira Force and Pooley Bridge. Not valid on special event days or gift experiences. Cannot be used with any other offer. No cash alternative or change given. This offer may be withdrawn at any time.

Ullswater 'Steamers' is part of Lake District Estates® group of businesses. Ullswater 'Steamers', The Pier House, Glenridding, Cumbria CA11 0US Email: <u>enquiries@ullswater-steamers.co.uk</u> Tel: <u>017684</u> 82229