



# TERMS & CONDITIONS

**These are the terms and conditions which will apply to your voyage. Please read them carefully as you will be bound by them. In these conditions words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa; words in the singular shall include the plural and vice versa.**

## DEFINITIONS

**1.** In these Conditions: "Trinity House" means The Corporation of Trinity House of Deptford Strond including where appropriate its employees, agents, independent contractors and subcontractors and insurers; "the Passenger" means each and every person named in the booking form and/or on a Trinity House ticket; "Supplier(s)" means any person (including but not limited to his employees, agents, facilitators, independent contractors and sub-contractors, and his insurers) who provides any service forming part of the voyage; "the Contract" means the contract made between Trinity House and the Passenger by which Trinity House agrees to provide the voyage; "Departure Date" means the date of the Voyage, starting at 00.00 hrs. "the fare" means the price for the voyage applicable at the time of booking and payable by the Passenger under the "Contract"; "a significant alteration" means a significant alteration of an essential term of the Contract; "Voyage" mean the voyage as described in the relevant Trinity House brochures or as otherwise advertised; the "Agent" means WildWings (a division of Strand Travel Ltd); the "Master" means the officer in command of the vessel on which the voyage is taking place

## NATURE OF VOYAGE

**2.** Unlike cruise ships or main line passenger services, Trinity House operates its vessel primarily for the maintenance of aids to navigation and the Passenger recognises and accepts that the vessel follows a programme of planned and unplanned attendance at aids to navigation and may be called upon to undertake emergency wreck marking. He further recognises and accepts that sailing schedules and itineraries will not be published in advance and the vessel may be delayed by bad weather or other reasons.

**3.** Sailing dates, port of embarkation, ports of disembarkation and durations of voyages are liable to be changed, cancelled or curtailed or lengthened without notice. Trinity House will not be liable for any compensation of whatsoever nature as a result of any delays arising therefrom.

**4.** The Passenger accepts that entertainment and other similar facilities normally available on cruise and main line passenger vessels are not provided on the vessel.

## THE CONTRACT

**5.** All voyages are subject to availability and booking through the Trinity House agent Strand Travel Ltd. No Contract shall be made until the required deposit (or, where appropriate, the full price) has been received by Strand Travel Ltd, whether or not a booking confirmation has been issued. All money paid to Strand Travel Ltd is received by it as an agent for Trinity House and thereby deemed to have been paid to Trinity House. Failure of the Passenger to pay by the due date any sum due

thereafter shall entitle Trinity House to cancel the booking and Clause 16 shall apply.

**6.** By making the booking, the Passenger thereby warrants his authority on behalf of all persons included in the booking to agree that all such persons (and their heirs, assigns and personal representatives) shall be bound by these conditions and all other terms of the Contract.

**7.** The Contract shall be between Trinity House and the Passenger on the basis of these Conditions and shall be governed on English Law.

**8.** A passenger shall not have the right to exclusive occupancy of a cabin with two or more berths unless the single person surcharge is paid. If a cancellation results in a Passenger becoming the sole occupant of a cabin with two or more berths, he shall be liable to pay the single person surcharge. If a cancellation reduces the number of Passengers originally booked in a cabin together, the remaining Passenger shall each be liable to pay any increase in the fare arising as the result of such reduction.

**9.** The Passenger is responsible for getting himself to and from the port, where the vessel is berthed, in good time for sailing.

**10.** The Passenger agrees that its full name will be included and distributed to other passengers in the joining pack prior to embarkation. The Passenger must promptly notify the Supplier if he would prefer to be listed under an alias instead.

**11.** Trinity House may contact you after the voyage to obtain voluntary feedback. This information will be collated and circulated internally to monitor and improve performance where necessary. If you would prefer not to be contacted after the Voyage, please notify Trinity House accordingly.

## INSURANCE

**12.** It is a condition of the Contract that every Passenger must have comprehensive travel insurance in force for the entire duration of their voyage. Your policy should cover the British Isles and France.

**13.** Having regard to Clause 19, where necessary or otherwise appropriate, Trinity House will render general assistance to any Passenger who suffers illness, personal injury or death during the period of the voyage, whether or not arising from an activity forming part of the voyage and whether or not the result of fault by any party.

**14.** Any expense (howsoever arising) which is not included within the fare and which is reasonably incurred by Trinity House on board the vessel or at any port or elsewhere for or on behalf of the Passenger in respect of (but not limited to) medical, hospital, surgical, dental or similar treatment shall be payable by the Passenger to Trinity House on demand, whether or not such sum is covered by the Passenger's travel insurance.

## PRICES AND EXTRAS

**15.** All prices are subject to surcharges to cover increases in transportation costs (such as fuel, taxes and fees) and consequences of Government action such as increases

in VAT. Before the Passenger is surcharged, however, Trinity House will first absorb an amount of 2% of the price. Only amounts in excess of 2% will be surcharged.

**16.** All accounts for on-board services and goods must be settled in full before the Passenger leaves the vessel. In the event that the Passenger fails to settle his on-board account at or before the completion of the voyage, Trinity House shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any costs of legal process.

## CANCELLATION BY THE PASSENGER

**17.** The Passenger may cancel the Contract at any time prior to the Departure Date by giving notice to WildWings, Davis House, Lodge Causeway, Bristol, BS16 3JB. UK Tel 01179658333 email thvpatricia@wildwings.co.uk but in that event Trinity House shall be entitled to deduct from any refund a proportion of the money paid in accordance with the following scales:

Period	Deposit
Up to 56 days before Departure Date	
56 – 29 days	<b>30% of total fare</b>
28 to 15 days	<b>50% of total fare</b>
14 to 8 days	<b>80% of total fare</b>
7 days or less	<b>100% of total fare</b>

## ALTERATION AND CANCELLATION BY TRINITY HOUSE

**18.** Whilst Trinity House will endeavour not to cancel or to make any significant alteration after a booking confirmation has been issued, Trinity House shall nevertheless be entitled at any time prior to departure to cancel the Contract or to alter, suspend or cancel the voyage upon either short or no notice prior to or during the voyage where this reasonably becomes necessary on operational, commercial or other grounds. The Passenger accepts that he shall have no claim against Trinity House in respect of cancellation of booking or any inconvenience or loss suffered or additional costs incurred whether directly or indirectly (including travel and temporary accommodation).

**19.** In the event of the cancellation pursuant to Clause 16, the Passenger shall be entitled (without prejudice to any other legal right) either to accept (without obligation to do so) such substitute voyage as Trinity House may be able to offer or to a full refund of money already paid. The Passenger recognises and agrees that it will not normally be possible for Trinity House to offer a substitute voyage at the same time but Trinity House will use its best endeavours to provide a suitable alternative voyage of similar duration at a future date.

**20.** Trinity House shall also be entitled at any time to cancel or to cease performance of the Contract or to alter, suspend or cancel the voyage upon either short or no notice prior to or during the voyage by reason of an event of force majeure which shall include (without limitation) war or threat of war, terrorist activity or the threat of the same, riots, civil commotion, disaster, adverse weather, Act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial

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action and any other event outside the control of Trinity House. In such event, Trinity House will refund that part of the fare representing the equivalent part of the voyage not provided (including, in the case of a pre-departure cancellation, a full refund) but Trinity House shall otherwise have no liability whatsoever.

#### **SECURITY, SAFETY AND SUPPORT**

**21.** Trinity House does not have on board its vessel medical facilities for childbirth. Accordingly Trinity House cannot accept a booking or subsequently carry Passenger who will be 28 weeks or more pregnant by the end of the intended voyage. In the case of a booking by or on behalf of any such Passenger made before it could have been known that the Passenger would not be able to join the vessel by reason of this clause, Trinity House will refund in full the fare paid by or on behalf of that Passenger (and, at Trinity House' sole discretion, the fare paid by any accompanying Passenger) but shall otherwise have no liability whatsoever. Trinity House vessels do not carry a doctor on board and the Passenger recognises and accepts that in the event of a medical emergency the treatment available will be limited. For this reason the Passenger must ensure that he is fully fit to travel and have no medical condition which may become acute. Trinity House reserves the right to refuse passage to any Passenger who in the opinion of Trinity House is unfit for travel for any reason or whose condition may constitute a danger to himself or to others on board, and Trinity House shall have no liability whatsoever in respect of such refusal.

**22.** The Passenger agrees to conduct himself at all times in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons on board the vessel. If it appears that a Passenger's conduct or behaviour is such as to be a breach of this requirement or is likely to endanger the Passenger's own health or safety or may render him likely to be refused permission to land at any port or may render Trinity House liable for the costs of any medical treatment and/or maintenance and support, then Trinity House and/or the Master shall have the right according to the particular circumstances to take one or more of the following measures as may appear to be appropriate:

- (i) refuse to embark or to disembark the Passenger at any particular port or other place of call;
- (ii) disembark the Passenger;
- (iii) transfer the Passenger to another berth;
- (iv) confine the Passenger to a particular cabin;
- (v) admit and/or confine the Passenger to a hospital or any similar institution at any port as considered necessary.

**23.** In the event of Trinity House and/or the Master acting in accordance with Clause 20 above, neither the Passenger nor any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against Trinity House for any loss or expense incurred as a result of such action, whether for full or partial refund of the voyage price or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever.

**24.** For security reasons it may be necessary at any time to search the Passenger and/or his luggage and goods and the Passenger agrees to allow such search upon being so required by the Master or any other authorised person.

**25.** The Passenger shall not bring on board the vessel any

goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substances, nor any animals. To do so shall be a breach of these Conditions and shall render the Passenger strictly liable to Trinity House for any injury, loss, damage or expense and/or to indemnify Trinity House against any claim or penalty arising as a result of such a breach. The Passenger may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the cabin and personal luggage (whether or not in the cabin) of any Passenger who the Master reasonably believes may be in breach of this clause. Where the Passenger is found to be in breach of this clause, Trinity House and/or the Master of the vessel shall be entitled to exercise any of the powers conferred by Clause 20 and Clause 21 shall apply.

**26.** Any crew member or other person authorised by Trinity House shall be entitled to enter a Passenger's cabin to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

#### **COMPLAINTS**

**27.** Any problem which may arise during a voyage must be raised by the Passenger at the time with a representative of Trinity House. If the problem is not resolved to the full satisfaction of the Passenger during the voyage, any complaint must be notified in writing to Trinity House Depot, at the earliest opportunity thereafter and in any event no later than 28 days after the Passenger's return from the voyage.

#### **LIABILITY**

**28.** Trinity House shall at all times be responsible for the full and proper performance of the Contract, including that of the services to be provided by its Suppliers, save that it shall not be liable for failure of performance or improper performance which is wholly attributable to any or all of:

- a) the fault of the Passenger;
- b) the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract;
- c) unusual and unforeseeable circumstances beyond the control of Trinity House and/or the relevant Supplier, the consequences of which could not have been avoided even if all due care had been exercised.
- d) any event which Trinity House and/or the relevant Supplier could not even with all due care have foreseen or avoided, including (but not limited to) an event of force majeure (as defined in clause 18 above).

**29.** Carriage by sea is governed by the International Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens on 13 December 1974 ("the Athens Convention), a copy of which is available on request, and any liability of Trinity House for death of or a personal injury to a Passenger or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. The Athens Convention in most cases limits the carrier's liability for death or personal injury or loss of or damage to luggage, including a vehicle, and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Passenger unless written notice is given to Trinity House (as carrier):

- a) in the case of apparent damage, before or at the time of disembarkation or redelivery;
- b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Any damages payable by Trinity

House up to the Athens Conventions limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8 (4) of the Athens Convention.

**30.** Insofar as Trinity House may be liable to a Passenger in respect of claims arising out of carriage by sea, Trinity House shall be entitled to all the rights, defences, immunities and limitations available and under the Athens Convention, and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by the Athens Convention or any legislation compulsory applicable or is otherwise unenforceable, it shall be void to that extent but no further.

**31.** Insofar as the voyage may be performed on a ship not owned by Trinity House, it is agreed that Trinity House shall at all times nevertheless be deemed a shipowner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976 as enacted by statute in the United Kingdom from time to time and so entitled to limit liability thereunder.

**32.** Any liability in respect of death and personal injury and loss of and damage to luggage which Trinity House may incur to the Passenger, whether under the Contract in accordance with these Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention.

**33.** Trinity House shall in no circumstances whatsoever be liable in respect of loss of profit or any other form of consequential loss or damage, detention, delay or over-carriage, howsoever caused.

**34.** Trinity House, together with its Suppliers, shall process Passenger personal data in accordance with the General Data Protection Regulation 2016/679 and the Data Protection Act 2018 (as amended).

#### **ACTIONS, CLAIMS AND TIME LIMITS**

**35.** Any action arising out of carriage by sea may be brought in any court specified in Article 17 of the Athens Convention and shall be brought in the two year period specified in Article 16 thereof. Any action by a Passenger shall otherwise only be brought in the English courts. Other than in respect of death and personal injury, every claim must be notified to Trinity House in writing, within 28 days of disembarkation or of the date when the Passenger first had knowledge of the material facts giving rise to the claim (whichever date is the later), and any action (not subject to the Athens Convention) must be commenced within two years of that date, failing which Trinity House shall be under no liability to the Passenger whatsoever.

**36.** In respect of any proceedings brought by Trinity House against the Passenger, the Passenger agrees to submit to the non-exclusive jurisdiction of the English courts.

**37.** If a court or tribunal applies any law other than English law, Trinity House shall in respect of all exclusions and limitations of liability contained herein be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

**38.** All employees, agents, contractors and their sub-contractors (including Suppliers as defined in Clause 1) and insurers of Trinity House shall have the benefit of the same rights, defences, immunities and limitations available to Trinity House under these Conditions, and it is agreed for this purpose that Trinity House contracts with the Passenger as agent or trustee for all such persons.

**WildWings**

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