

Enterprise Boats

Terms & Conditions of Carriage

Cornwall Ferries Ltd trading as Enterprise Boats (Company number 4648205) / Fal River Cornwall 2 Ferry Cottages, Feock, Truro, Cornwall TR3 6QJ

1. Interpretation

1.1 In these terms and conditions when we use any of the terms “we”, “us” or “our”, we are referring to Cornwall Ferries Ltd, together with, where applicable, all employees of that company.

1.2 When we use either of the terms “you” or “your”, we are referring to you and all of the people who will travel on a ferry operated by Cornwall Ferries Ltd. These terms apply to all such persons.

1.3 When we use the term “ferry”, we are referring to any boat operated by Cornwall Ferries Ltds to provide a ferry service between, but not limited to Falmouth, Truro, Treliassick, Malpas and St Mawes.

1.4 References to the “Athens Convention” relate to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. http://www.imo.org/Conventions/contents.asp?topic_id=256&doc_id=663

2. Timetables

2.1 Timetables are published annually, though we reserve the right to vary or change timetables without prior notice.

2.2 It is the passenger’s responsibility to check timetables on the day of travel. No refunds can be processed for missed crossings due to but not limited to: passengers not arriving on time. Timetables can be found online at falriver.co.uk/eb

2.3 While we try and ensure that all prices, times and dates quoted by our website or publications are accurate, errors may occur and we can not be held liable for this.

3. Tickets

3.1 Tickets may be purchased at Enterprise Boats ticket offices by cash, debit or credit card, on the ferry by cash, online by debit or credit card at falrivertickets.co.uk or through selected third party agents. Third party agents will have their own terms and conditions for payment over which we have no control and you should refer to before completing purchase.

3.2 Tickets are only valid for travel on the day of issue with the exception of the Fal Mussel Card Visitor and Fal Mussel Card Local. See separate terms & conditions for use of The Fal Mussel Card Visitor and Local at falriver.co.uk/terms

3.3 Return journeys on return tickets must be taken on the day of issue. Open return tickets are not available and in this case two single tickets must be purchased.

3.4 Seats on ferries are not pre-bookable. Ferries are boarded on a first come first served basis. Most of our boats carry up to 100 passengers but when the licensed number is reached we can’t accept any more passengers on that sailing.

3.5 If you have purchased a ticket pursuant to a special offer or other promotion, other terms particular to that offer or promotion may apply to your booking and journey. Please refer to the relevant promotional materials and, if you have any questions, contact our main office on 01326 741 194

3.6 Discounted tickets to students will only be sold when a valid student card has been presented to a member of staff. Discounted Seniors tickets are available to those who are 65 and above and proof of age may be required. We reserve the right to refuse sale without the appropriate form of evidence.

3.7 Family tickets are valid for up to 2 adults and up to 3

children aged 4-16.

3.8 We will not be responsible for any lost, stolen or destroyed tickets and no refunds will be made in respect of these. Passengers travelling without a valid ticket will be charged the appropriate fare.

4. Cancellations and delays

4.1 We reserve the right to cancel/delay sailings due to weather and circumstances beyond our control and in all cases the companies decision is final.

4.2 We will endeavour to give warning to return passengers if the service may have to stop due to weather on that day, however we accept no responsibility for passengers who are unable to make their planned journey due to cancellation because of weather or other circumstances beyond our control.

4.3 In the event of a sailing being cancelled by us, we will refund the full value of any unused dated ticket purchased on that specific date. Online tickets are not eligible to be refunded as they have longer validity.

4.4 We are unable to offer refunds on any tickets other than those referred to in 4.3.

4.5 We will endeavour to keep the live Ferry Status up to date on the website falriver.co.uk/ferries but no responsibility is taken for changes between reading and travelling.

4.6 There may be times due to tidal conditions, where certain landings may be cancelled or delayed, resulting in a disrupted service until conditions change.

5. Access, Bikes, Children and Animals

5.1 Due to steep landing steps on all quays and departure points, none of our pedestrian ferries have wheelchair access.

5.2 The boarding steps at all departure points are steep and can be slippery, especially when wet.

5.3 Care should be taken at all times while boarding.

5.4 Bikes may be taken onboard but must be carried down the steps and onto the ferry. Panniers should be removed from bikes before boarding. Riders wearing clip on cycling shoes should take extra care whilst boarding.

5.5 Pushchairs can be taken onboard but children are to be removed before boarding and pushchairs collapsed/folded.

5.6 Assistance will only be given by ferry crew at their discretion.

5.7 Children under 16 MUST be supervised by an adult at all times. Persons under the age of 16 may not travel without a designated responsible adult present.

5.8 Dogs and other domestic pets accompanying passengers travel free of charge. However, we reserve the right at all times to refuse to carry or to delay the carriage of live animals, which are carried in any event at the risk of their owner, or if the owner is not the person bringing them aboard a ferry, at the risk of the person who does. Such person(s) shall be responsible for any loss or damage caused by the animal(s) to the ferry, our equipment and furnishings or the person or property of other passengers and all expenses arising there from or from our employees or sub-contractors.

6. Combination Tickets

6.1 In the event that you purchase a ticket from us to include travel on another mode of transport, or entry to an attraction, such travel or entry will be subject to the

regulations and conditions of carriage of the carrier or attraction involved. We shall issue any ticket issued for or used on such other transport as agents only for the carrier or carriers concerned.

7. General

7.1 Belongings should be kept with you at all times while travelling on the ferry and waiting at the quays. Conditions onboard on deck can be damp or wet. We accept no responsibility for lost, stolen or damaged belongings.

7.2 We reserve the right to refuse passage to any person, who in our reasonable opinion, is deemed unfit to travel, including those under the influence of alcohol and/or drugs. All passengers must respect other passengers and crew and not to use language that could be perceived as threatening or rude. Any passenger who is causing a nuisance or disturbance will be taken back to shore and will not receive a refund. In certain circumstances we reserve the right to request police involvement.

7.3 We reserve the right to refuse to allow you to take on board luggage, goods or other property which, in our reasonable opinion, are unfit to be carried on a ferry for any reason.

7.4 You shall, for the safety of yourself and all other passengers and crew, comply with all reasonable instructions and directions given from time to time by our staff and crew, before, during and at the end of your journey.

7.5 We operate a strict no smoking policy on all ferries.

7.6 We do from time to time charter in vessels, if this is the case, you are also bound by that operators terms and conditions as well as ours.

7.7 We reserve the right to amend these terms and conditions at anypoint without notice.

8. Our Liability

8.1 The Athens Convention applies to your travel and that of any other passengers to whom your booking applies and operates to limit our liability to you and any such person(s) during a “period of carriage”, which is defined by the Athens Convention (and which varies, depending on whether it is being applied to you, to other relevant passenger(s), or to luggage, vehicles or other property).

8.2 Our liability to you and to any other passengers travelling under your booking in respect of any:

8.2.1 death or personal injury; and

8.2.2 loss of or damage to property which occurs during this period of carriage,

8.3 shall in no event exceed the appropriate limits set out in the Athens Convention, as such limits may apply from time to time in England and Wales.

8.4 Our employees shall not be liable to you for any loss arising from any act, neglect or default by them while acting in the course of their employment or in providing services. They will benefit from all legal defences and protections available to us and we will act on their behalf in relation to this.

8.5 Our employees and agents have no authority to waive or vary any of these terms and conditions.

8.6 These terms and conditions shall be governed by and construed in accordance with the English law.