

# CONDITIONS OF CARRIAGE

## INTRODUCTION

A valid ticket to travel on scheduled services of Uber Boat by Thames Clippers ("**Thames Clippers**") is evidence of a contract between you and Collins River Enterprises Limited t/a Uber Boat by Thames Clippers whose vessels the ticket allows you to use.

In these Conditions of Carriage ("**Conditions**"): "**we**", and "**us**" and "**Thames Clippers**" means Collins River Enterprises Limited t/a Uber Boat by Thames Clippers; and "**you**", "**your**", "**passenger**" means any customer holding a valid ticket to use Thames Clippers being either a paper ticket; an Electronic Ticket (as defined at Condition 4); a M-ticket (as defined at Condition 5); or an Oyster card containing sufficient pay as you go credit for the entire journey (being the minimum amounts more particularly specified at Condition 3.4); or any customer who is otherwise using our vessels and associated facilities.

Thames Clippers Conditions of Carriage (as updated from time to time) set out the level of service you are entitled to expect in relation to your Thames Clippers journey. They also set out your rights and responsibilities in respect of any journeys made on the Thames Clippers vessels.

Tickets remain the property of Thames Clippers and each ticket is issued subject to:

- (a) these Conditions;
- (b) any applicable byelaws and regulations;
- (c) the conditions which apply to the services of any other operator (including without limitation Transport for London) whose travel services your ticket entitles you to use; and
- (d) the conditions which apply to paper tickets, Electronic Tickets, Oyster cards, M-Tickets (as defined below) and certain types of reduced and discounted fare tickets as set out in the notices and other publications issued by Thames Clippers.

The following Conditions shall apply to all passengers travelling on board a Thames Clippers vessel:

## **GENERAL**

### **1. Services and Safety**

- 1.1 Thames Clippers vessels operate in three river zones, the West Zone, Central Zone and East Zone. We reserve the right to alter timetables, re-route vessels for reasons of safety and/or stop vessels serving a particular pier(s) without notice and at our sole discretion.
- 1.2 You may only travel on board any of our vessels if you have a ticket (of a kind specified in these Conditions) purchased prior to boarding of the relevant Thames Clippers vessel which is valid for your entire journey. We are unable to provide any guarantee that there will be sufficient space on a vessel to carry you as the capacity of each vessel is limited to the number of seats on board.
- 1.3 For your own safety and the safety of others, you must follow all instructions (both verbal and written) given by the crew on board any of our vessels (or displayed thereon, as applicable) and/or at any of the facilities controlled by us, including but not limited to piers and entry and entrance/egress areas to the vessels and the piers.
- 1.4 For safety reasons you must not engage in activities which could cause nuisance, disruption or which could affect the safety of vessel crew and passengers including, but not limited

to: smoking (which, for the avoidance of doubt shall include electronic smoking devices); or using moving vehicles (save for those expressly permitted as set out in these Conditions) such as roller skates, roller blades or skateboards on our vessels and on or around any facilities controlled by us (including without limitation, piers and entry and entrance/egress areas to the vessels and the piers).

- 1.5 We request that whilst on board our vessels you show respect for other passengers, our staff and our property and in particular request that you:
- do not use language that causes offence to others;
  - ensure that you are the only person that can hear music or audio that you wish to listen to on any electronic device including (but not limited to): MP3 players; laptops; tablet devices; and phones;
  - do not bring food or alcoholic beverages onto the vessels for consumption thereon;
  - ensure you pick up all your litter before you leave a vessel; and
  - keep your feet off the seats of the vessels.
- 1.6 Alcoholic beverages purchased on board a vessel must be consumed on board the vessel by over 18s only. Passengers are not permitted to take alcoholic beverages off the vessel.
- 1.7 Thames Clippers staff and crew may: (i) refuse (at his or her sole discretion) to carry any passenger; or (ii) direct any passenger to disembark; or (iii) refuse access to, or require you to leave piers and or facilities controlled by Thames Clippers, where behaviour of that passenger is liable to cause nuisance, disruption or offence to other passengers and/or staff and crew, or put at risk the safety of the passenger, other passengers, crew or vessel or otherwise breaches these terms and conditions.
- 1.8 CCTV cameras and/or other surveillance systems are installed on Thames Clippers vessels and at selected facilities controlled by Thames Clippers from time to time. Images of passengers are recorded and monitored for your safety and security, and to help prevent crime including fare evasion. By purchasing a ticket to travel on a Thames Clippers vessel, or by otherwise boarding a Thames Clippers vessel, you give your express consent to all such CCTV camera and/or other surveillance system recordings being used for the purposes specified herein.

## **2. Tickets - general**

- 2.1 You must have a valid ticket(s) or other authority to travel which is valid for the whole of the journey you intend to make at the time you want to travel and on the route you want to use. This may be in the form of, a paper ticket issued by Thames Clippers, an Electronic Ticket, an M-Ticket, or available credit via Oyster card pay as you go. You must use your ticket in accordance with these Conditions (and any other referenced terms and conditions of third party operators). All paper tickets remain our property. Receipts or other proof of purchase of tickets will not be deemed to constitute valid tickets for travel.
- 2.2 Tickets can only be used by the person for whom they were bought, or to whom they were issued, and cannot be resold or passed on for further use. Any ticket resold or transferred without authorisation will be considered invalid.
- 2.3 Where tickets are available for travel on the services of more than one operator, the conditions which will apply to each part of your journey will be those of the operator whose service is being used at the relevant time.

- 2.4 You must have your ticket ready for inspection at any time during your journey, and you must hand it over for examination by a member of our crew, Police Officer or authorised person if you are asked to do so. Failure to have a valid ticket may be classed as fare evasion pursuant to Condition 9.
- 2.5 The period for which a ticket is valid shall be printed on the ticket or set out in relevant notices displayed on purchase of the ticket. If you wish to travel outside the availability of your ticket or before or after the times that are valid you will need to pay an additional fare. We reserve the right to require you to disembark if the additional fare is not paid.
- 2.6 Children under the age of 5 may travel free provided they are with the holder of a ticket. This facility is limited to a maximum of two children per ticket holder. Children aged 5 to 15 may travel at a reduced child rate except on certain services where it is advertised that no child fares are available (including but not limited to the River Bus Express). Children up to the age of 10 must be accompanied by an adult at all times.
- 2.7 Unless otherwise stated all references to "ticket(s)" in these Conditions shall be deemed to include (without limitation) season tickets, and all methods of valid travel specified in Condition 2.1 of these Conditions. Terms specifically relating to season tickets can be found at Condition 8.
- 2.8 Special arrangements may apply if you have mobility access requirements. You will find details of these arrangements at Condition 10.
- 2.9 Refunds on any tickets will be dealt with in accordance with Condition 3.5, Condition 8 or Condition 10 as applicable. This does not affect your statutory rights.
- 2.10 Thames Clippers operates a "Pay Before You Travel" Policy. Notwithstanding any other term of these Conditions, all tickets (or Oyster card pay as you go credit) for travel on Thames Clippers vessels must be purchased before you board the relevant vessel. Oyster card users must "touch-in" before boarding the relevant vessel. Failure to purchase a ticket; or failure to hold sufficient pay as you go credit on your Oyster card (pursuant to Condition 3.4); or failure to touch-in, prior to boarding will result in you being charged the maximum fare applicable ("**Maximum Fare**") (as determined at Thames Clipper's discretion).

### **3. Paying with Oyster card pay as you go**

- 3.1 When you pay with Oyster card pay as you go, you must touch the relevant card on the yellow card reader located at/near the boarding gates at the start of your journey. You must also touch your Oyster card on the yellow card reader at the end of your journey, including at interchanges. If you do not touch in at the start and touch out at the end of your journey, you may be charged a Maximum Fare. A green light accompanied by one beep indicates that your card has been validated and accepted for travel.
- 3.2 Only one person at a time can travel using pay as you go credit on an Oyster card.
- 3.3 Thames Clippers supports auto top-up. Please refer to the Transport for London website for further information, at <https://oyster.tfl.gov.uk/>.
- 3.4 You must ensure that there is sufficient pay as you go credit on your Oyster card for your entire journey prior to boarding. If you start your journey in the East or West Zone, you will need a minimum balance of £4.80 on your Oyster card. If you start your journey in the Central Zone you will need a minimum balance of £7.70 on your Oyster Card. It is not

possible to purchase credit for Oyster cards on any piers serviced by Thames Clippers vessels. All Oyster cards used to purchase travel will be eligible for inspection by appropriate nominated Thames Clippers staff with hand-held card readers. Failure to have sufficient credit may be classed as fare evasion under these Conditions.

3.5 Refunds for travel via Oyster card pay as you go will in dealt with as follows:

3.5.1 where there are service delays to a vessel and the cause of such delays is within the reasonable control of Thames Clippers, you will be entitled to a refund for your journey if the service delay has lasted 40 minutes or longer. Circumstances classes as outside of the reasonable control of Thames Clippers are specified in Condition 10.2. In order to claim your refund please obtain your journey history from Transport for London and contact customer services at [web@thamesclippers.com](mailto:web@thamesclippers.com); or

3.5.2 where you have been charged an incorrect fare, which may include incomplete journeys or incorrect charging of a Maximum Fare, you will be entitled to apply for a refund directly from the customer services department at Transport for London at <https://tfl.gov.uk/> or 0343 222 1234.

This does not affect your statutory rights.

3.6 Thames Clippers does not currently accept credit via Oyster card travel cards, Oyster card season tickets or Contactless Cards.

3.7 For the avoidance of doubt pay as you go journeys on Thames Clippers river services will not count towards your daily or Monday-Sunday cap on fares.

3.8 Please refer to the Transport for London Conditions of Carriage for all other terms and conditions related to the use of pay as you go Oyster card on the London transport network including Thames Clippers.

#### **4. Electronic Tickets**

4.1 When you purchase tickets through the Thames Clippers website, you will receive an email containing a PDF attachment, which serves as your Electronic Ticket for your journey. This PDF will include the name of the product, ticket fare, and date of travel.

4.2 Before boarding, please download and have your Electronic Ticket displayed on your phone or any other compatible electronic device for scanning by Thames Clippers staff. Failure to present a scannable Electronic Ticket will result in you being denied entry onto the vessel.

4.3 Some Electronic Tickets denote passenger names in which case passengers must carry one of the following types of ID (matching the name printed on the tickets) when travelling in order to be valid:

- credit or debit card;
- passport; or
- driving licence.

4.4 Electronic Tickets are non-transferable and you must ensure that no one else is able to obtain and/or print a copy of your ticket.

## **5. Mobile tickets**

- 5.1 Paperless tickets ("**M-tickets**") may be purchased and delivered via the Thames Clippers mobile application ("Mobile Application") installed on a mobile phone, tablet or similar device ("**Mobile Device**"). The Mobile Application is hosted, operated and maintained by our Mobile Application services provider (the "**Platform Operator**").
- 5.2 It is your responsibility to activate your M-ticket prior to boarding. Not doing so will be treated as fare evasion (pursuant to Condition 9).
- 5.3 M-tickets are not available on all Mobile Device operating systems. When booking such tickets you must check that your Mobile Device is compatible with our tickets by following the instructions provided before purchase.
- 5.4 It is your responsibility to ensure that you carry your Mobile Device on the relevant journey and that your Mobile Device is charged, functional, that M-tickets have been activated from within the Mobile Application prior to boarding the vessel and that you are able to display the ticket on your Mobile Device for inspection when you travel. The Mobile Device must be capable of running the Mobile Application and clearly presenting the M-ticket in a legible manner.
- 5.5 Due to the wide variety of Mobile Devices and networks we and the Platform Operator are unable to offer technical support or assistance. You may incur data usage charges from your mobile network provider for downloading a ticket. You should check with your network provider as to what charges may apply.
- 5.6 We shall not provide duplicate or replacement tickets. The ticket must be stored on your Mobile Device until the date and time of travel and such safekeeping shall be your responsibility. M-Tickets are non-transferable.
- 5.7 By purchasing an M-Ticket, you agree to cooperate with the Thames Clippers staff and crew and let them clearly view the ticket on your Mobile Device and you acknowledge that you may be requested to hand over your Mobile Device voluntarily for inspection. If you do not produce your ticket or hand over your Mobile Device and, if required, corresponding nominated identification upon a request to do so, the Thames Clippers crew or staff member shall be entitled to consider that you are travelling without a ticket.

## **6. Your use of the Mobile Application**

- 6.1 We and the Platform Operator allow you the right to download, install and use the Mobile Application on your mobile handset to book tickets to travel on the Thames Clippers in accordance with these terms and conditions and any additional terms set out by the Platform Operator.
- 6.2 You may not use the Mobile Application for any purpose other than to book or to access tickets for travel or for information about the service or immediate pier environs. You do not and will not own the Mobile Application or any information that is provided to you through it, but you may use these in accordance with these terms and conditions.
- 6.3 You acknowledge that you will be financially responsible for any bookings which are made through the Mobile Application using your account details and for all reasonable and foreseeable losses which we suffer as a result of your breach of these terms or your negligence when using the Mobile Application (including where you deliberately or

negligently let others use your account). We shall not be liable to you in any way for any damage or loss suffered as a result of the download, installation or operation of the Mobile Application, including but not limited to any damage to your Mobile Device.

- 6.4 You agree to use the Mobile Application only for lawful purposes. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from this Mobile Application.
- 6.5 The Mobile Application requires a correctly configured and functional internet data connection, both for the initial installation, and for use.
- 6.6 Data charges may be charged to you by your network provider depending on your individual tariff. You are responsible for any such costs. Note that if you are using the Mobile Application on an overseas network, the cost of data usage may be considerably higher than when at home.
- 6.7 We are unable to provide any warranties as to the levels of connectivity you will receive via your mobile handset. This may depend upon your tariff, your network provider or your corporate policy if you have a work-issued handset. We will not accept any responsibility for any connectivity issues you may experience. For the avoidance of doubt, M-tickets which have been activated are stored at "device level" so, provided you have successfully activated your ticket prior to boarding, you will not need internet connectivity to store the ticket.
- 6.8 We may send communications to you through the Mobile Application. These communications may include marketing material, technical and support information, and information on updates or changes. By using the Mobile Application, you agree to us providing you with such communications.
- 6.9 Please note that we may cease to operate and support the Mobile Application, or a particular version of it, at any time. If this happens, you will be unable to access the Mobile Application (or the relevant version of it) and you may be unable to download or install fresh copies of the Mobile Application. Where we consider that it is reasonable to do so, we also reserve the right to either require you to delete the Mobile Application, or to remotely deactivate the Mobile Application from your mobile handset.
- 6.10 From time to time, we or the Platform Operator may issue updates to the Mobile Application, in which case you may not be able to continue use of the version of the Mobile Application installed on your mobile handset without downloading the relevant update. If we issue an update of the Mobile Application without disabling our earlier version installed on your handset, we nonetheless recommend that you download and install all updates issued. We cannot accept any liability for errors which become apparent in old versions of the Mobile Application.
- 6.11 We are able and entitled to suspend access to book M-tickets for travel on Thames Clippers through the Mobile Application. We can do this for any reason, but will usually only do so when carrying out maintenance on the Mobile Application or the systems supporting it.
- 6.12 You can use your Mobile Application to store details of your bookings, favourite journeys and payment card details. You should ensure that your phone is protected by a suitable PIN number or password so that if lost/stolen your stored details cannot be used or accessed.

6.13 If you want to amend the date and time of your booking, and your M-ticket is amendable, you can make an application for change by contacting the customer services desk via email to: [web@thamesclippers.com](mailto:web@thamesclippers.com).

## **7. Replacements and Duplicates**

7.1 If a ticket (including Season Tickets) has been damaged or has been tampered with or altered in any way, it is not valid for travel. If a season ticket is damaged or can no longer be read you may make an application for a replacement ticket (on one occasion only) via email to [web@thamesclippers.com](mailto:web@thamesclippers.com). Please be advised, where we have reason to suspect that the ticket has, or will be, used for fraudulent or improper purposes, we will not replace single, return or river roamer tickets.

7.2 Subject to Condition 8, if you lose a monthly/yearly season ticket we may, at our sole discretion, issue a duplicate ticket on payment of an administration fee.

## **SEASON TICKETS**

### **8. Using your Season Ticket**

8.1 Your Season Ticket can be used until its expiry date (inclusive) for any number of journeys on the zone displayed on it, at any time during timetabled Thames Clippers services.

8.2 You must show your photo card and/or the Season Ticket as embedded in the app (as applicable) when you purchase or renew a Season Ticket and produce it for inspection when requested. In addition we reserve the right to ask for proof of address at the point of purchasing a new or renewed Season Ticket (this may be in the form of a driver's licence, utility bill or such other similar proof of address which is determined acceptable at our discretion).

8.3 If your appearance changes significantly from the photograph on the front of a (paper) Season Ticket, you must obtain a new photo card. This photo card has no cash value and is non-transferrable. It should only be used by the person named.

8.4 Where required your photo card number must be on your Season Ticket. Both your Season Ticket and photo card with (matching numbers) must be shown if requested by any Thames Clipper staff, for your Season Ticket to be valid.

8.5 You should complete a Season Ticket form whenever you purchase or renew a Season Ticket using cash for payment. Without this, we have no audit trail and therefore may not be able to replace a lost or stolen ticket.

### **Lost or stolen Season Tickets**

8.6 Should you lose your Season Ticket or have it stolen, report this immediately to the address below:

Customer Services  
Thames Clippers  
3rd Floor Clipper House  
Trinity Buoy Wharf  
London  
E14 0JY

If you or we cannot recover the lost or stolen ticket we will then consider an application for a duplicate ticket, if the original was issued for a period of one month or more.

- 8.7 No duplicates are issued in respect of lost or stolen Weekly Season Tickets. We may ask you or others for information. There is an administration charge when a duplicate Season Ticket is issued of £25.
- 8.8 Only one replacement will normally be allowed in respect of any lost season ticket. However, a second replacement will usually be allowed if:-
1. The original Season Ticket is returned to Thames Clippers within one month of it having been notified of the loss; or
  2. The first or second request for a duplicate arose as a result of theft, robbery, fire or other exceptional circumstances the facts of which have been reported to the police, the fire service or another appropriate body.
- 8.9 No more than two duplicate Season Tickets will be issued in any twelve month period under any circumstances.
- 8.10 A refund (no administration charge) will be made on tickets purchased for your journey while you are waiting for the duplicate to be issued. The tickets purchased will need to be handed in. Refund claims of this type should be made within 28 days of travel.
- 8.11 If you lose or have your photocard stolen we can issue a new one, for which a further photograph is required. If this necessitates your Season Ticket being reissued an administration charge may be payable.

#### **Season Tickets left at home**

- 8.12 Applicable on Season Tickets valid for one month or longer:
- 8.13 If you do not have your Season Ticket with you when you travel you must buy a valid ticket for your journey. You will be able to get a refund on the fare paid, on the first two occasions this happens in any 12 month period. No more than two such refunds will be made in any 12 month period. The tickets purchased will need to be handed in. Refund claims of this type should be made within 28 days of travel.

#### **Refund Policy - Season Tickets**

- 8.14 If a change of circumstances means that you no longer need your Season Ticket, you are entitled to apply for a refund. Thames Clippers has no obligation to refund the value of the ticket and as such, all Season Ticket refunds will be determined on a case by case basis.
- 8.15 In order to apply for a refund, please post the redundant Season Ticket to:

Customer Services  
Thames Clippers  
3rd Floor Clipper House  
Trinity Buoy Wharf  
London  
E14 0JY

including the following details: (a) name; (b) telephone number; c) address.



8.16 Thames Clippers will use these details to contact you to ascertain information necessary to confirm whether or not you will receive a refund.

8.17 Any refund is at the discretion of Thames Clippers and will be calculated as asset percentage of the value of the Season ticket, depending on the period for which you have actually used the ticket, plus an administration charge.

8.18 Due to the discounts on longer term Season Tickets, refunds are not made pro rata to the periods before/after surrender. Refunds are not given for Weekly Season Tickets.

8.19 Refunds are not made for periods of non-use e.g. holidays and extensions are not given. Refunds are also not normally made on duplicate Season Tickets however consideration will be given on production of written evidence of redundancy, prolonged illness or similar circumstances or if the original ticket is recovered and returned to us within one month of its loss.

8.20 Administration charges associated with Season Tickets

- Refunds £25
- Duplicates for lost or stolen tickets £25
- Replacement of Season Ticket where new photocard issued £25
- These charges may be revised from time to time at our discretion.

## **9. Suspected Fare Evasion**

9.1 We reserve the right to withdraw any ticket at any time (but not without good reason), in particular in the event of any breach of these Conditions.

9.2 If we think that you have used or tried to use any ticket (including Oyster card) to defraud us in any way (including using discounts which you are not entitled to use, and not having sufficient Oyster card pay as you go credit for your journey) we reserve the right to cancel and not re-issue the ticket. In this event you will forfeit the right to a refund for any used or unused portion of your journey. You will be asked to pay the Maximum Fare, and any failure to do so may result in us requiring you to disembark the vessel.

9.3 Without prejudice to Condition 9.2, if we believe that you have used or tried to use any ticket (including Oyster card) to defraud us in any way we reserve the right to request that you provide your name and address, together with proof of identification, to enable us to record your details in case of any further instances of fare evasion. All personal data provided to Thames Clipper pursuant to this Condition 9.3 will be used in accordance with current data protection legislation and our Privacy Policy. We use industry standard efforts to safeguard the confidentiality of your personal data. All personal data will be collected in person, and will then be stored securely. We will not share your personal data with any third parties without your express consent or unless permitted in accordance with our Privacy Policy, save that we may disclose your personal information to the police, regulatory bodies, legal advisers or parties that we reasonably consider to be justified in connection with any alleged criminal offence, any suspected breach of these Conditions or any other abuse of our services by you (including the Transport for London Fraud Department). In the event of fare evasion we are entitled to permanently prohibit you from travelling on any Thames Clippers vessels.

9.4 Your ticket is invalid if we believe that it has been deliberately tampered with, or if it is damaged to such an extent that it cannot be read. In the case of suspected tampering, we

will not replace it and you must hand in the ticket if asked to do so. The full fare for your journey shall then be payable otherwise you may be required to disembark the vessel.

## **10. Refunds and Compensation**

10.1 To the extent permitted by law we do not accept liability for any loss (including indirect or consequential loss) resulting from our failure to provide an advertised service, where you are unable to board (including because there is no available space), or where a delay occurs to any Thames Clippers services. This does not affect your statutory rights.

10.2 Without prejudice to Condition 10.1, we shall be excused from providing services and shall not be considered to be in default with respect to any obligation under these Conditions if and to the extent that our failure of, or delay in, performance is due to a cause beyond our reasonable control including without limitation strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, drought, earthquake, storm, lightning, epidemic, the existence of hazardous waste, unforeseen subsurface conditions, sabotage, explosions, the absence, suspension, termination, interruption, denial, or failure of renewal of, or pending litigation relating to any entitlements or applicable permits, or default of suppliers or sub-contractors; provided, that we use reasonable commercial efforts to overcome or mitigate the effects of such occurrence.

10.3 Save for requests for refunds in respect of Oyster card pay as you go (which will be dealt as per Condition 3.5), requests for refunds in respect of all tickets available under these Conditions of Carriage will be decided on a case by case basis at the absolute discretion of Thames Clippers. This does not affect your statutory rights.

10.4 Requests for refunds must be made in writing (via [web@thamesclippers.com](mailto:web@thamesclippers.com)) within 28 days of the date of expiry stipulated on the relevant ticket.

## **11. Access**

11.1 All of our vessels have been adapted for passengers with disabilities including wheelchair access but unfortunately certain piers that are controlled by third parties have limited access, and as such we cannot be liable or responsible for any inconvenience caused. When travelling on any such vessels, if you are a wheelchair user we require you to ensure that you have sufficient assistance to enable you to complete your journey safely including getting on board the vessel and leaving at your destination.

11.2 Users of mobility scooters should be advised that we are only able to carry mobility scooters in accordance with our Mobility Scooter Recognition Scheme as detailed at Condition 12.

## **12. Mobility Scooter Recognition Scheme**

12.1 The Mobility Scooter Recognition Scheme has been designed to help mobility scooter users who wish to travel aboard Thames Clippers vessels. Please be aware that only certain models of mobility scooter can fit on Thames Clippers' vessels. To avoid any inconvenience, customers wishing to travel with a mobility scooter must register with the Mobility Scooter Registration Scheme prior to travel.

Customers who wish to register with the scheme should first check that your mobility aid is suited to travel on board Thames Clippers vessels. Whilst some mobility scooters are suitable

for travel on our vessels, some are too large, so we need to understand which mobility scooter you will be using. For a list of suitable mobility scooters, please go to <https://www.thamesclippers.com/about-thames-clippers/accessibility-information> and download our guide: TCMobilityScooters.pdf.

- 12.2 If your mobility scooter is noted on this list as suitable ("yes") then first time users should contact the Customer Services Team on [web@thamesclippers.com](mailto:web@thamesclippers.com) to arrange to be met at an agreed pier by a member of the Thames Clippers team in order to check the suitability and size of your scooter. This will also provide customers with the opportunity to receive hints and tips on the safest and best way to board and alight Thames Clippers vessels.
- 12.3 If your mobility scooter is suited to boat travel, you will then be given a 'Mobility Aid Card' which you can keep with you and show to ticket sellers and crew so they know your scooter is suited to travel on board. Please note that this is not a ticket for travel. You will still be required to purchase a ticket for your journey.
- 12.4 If you want further advice or have any questions about the scheme, including whether or not your mobility scooter is suitable for travel on our vessels, please contact the Customer Services Team on [web@thamesclippers.com](mailto:web@thamesclippers.com).

### **13. Luggage and Belongings**

- 13.1 For safety reasons, and for the comfort of passengers, we are required to restrict the amount and type of luggage, including pushchairs and shopping trolleys that you take with you on our services. Subject to the absolute discretion of Thames Clippers staff and crew and provided there is space available on a vessel, the items do not obstruct access to safety and life saving equipment, gangways, stairs and passageways and are not placed on seats, the following items may be taken on board a vessel:
- personal luggage
  - pushchairs and buggies
  - prams
  - bicycles
  - any other item, provided it is not dangerous or likely to injure anyone and save for those set out in Condition 1.4.
- 13.2 You may not take:
- any item that is more than 2 metres long
  - hazardous or inflammable substances
- 13.3 We reserve the right to refuse permission for you to take any item on to a vessel.
- 13.4 We reserve the right to restrict the carriage of any luggage when there is a need for increased security.
- 13.5 Guide dogs for the blind and hearing dogs for the deaf are permitted on the vessel without charge. At the sole discretion of the Master, passengers may generally be able to take their dog onto the vessel without charge, provided it is kept under control, either on a lead or carried in a suitable container, and is not placed on a seat.
- 13.6 The Master may direct which part of the vessel you occupy if you bring a dog (or other domestic pet) on board. We reserve the right to refuse permission for you to take an animal on our vessels if this condition is not met or if the animal seems dangerous. Crew are not permitted to take charge of any animal.

## **14. Lost Property**

14.1 We are not responsible for any items left on board a vessel. Lost property is dealt with in accordance with our lost property procedure which is available for inspection on request.

14.2 If you find any lost property on our vessels or facilities, please alert a crew member immediately.

14.3 If we consider that unattended property may be a security threat, the police or security services may destroy it and we shall not be liable or responsible for the same.

## **15. Limitation on Liability**

15.1 Subject to Condition 15.4, Nothing in this 15 shall be deemed to exclude liability for death or personal injury arising from our negligence

15.2 Subject to Condition 15.4 we shall not be liable for any loss or damage to luggage, belongings or animals whilst on the vessel unless such loss or damage is caused by the negligence of the crew (including the Master) on board the vessel, in which case our liability shall not exceed the limit set out in accordance with Condition 15.4 or, to the extent only that Condition 15.4 does not apply, the value of that item or £1,000, whichever is the lower.

15.3 We shall not be liable for indirect or consequential losses whatsoever.

15.4 To the extent that the Convention of Limitation of Liability for Maritime Claims 1976 (**the London Convention**) (as amended from time to time) mandatorily applies:

1. our liability for death or personal injury or loss of or damage to luggage and valuables arising from our negligence shall be limited in accordance with its terms;
2. we shall be entitled to the benefit of all limitations, rights and immunities conferred by the London Convention; and
3. any damages payable by us up to the London Convention limits shall be reduced in proportion to any contributory negligence by the passenger and by the maximum deductible (if applicable) specified the London Convention.

## **16. Additional Services**

16.1 During tube strikes and industrial action on other transport services, we will occasionally offer pre-bookable tickets for additional services.

16.2 Tickets are limited and only allow travel on the dates, times and routes booked. This information will be printed on your ticket.

16.3 Tickets are non-refundable.

## **17. The River Bus Express/Request Boats**

17.1 All passengers need a valid printed ticket to travel on The River Bus Express.

17.2 Refunds are available on The River Bus Express and on VIP/Champagne tickets (or other applicable VIP beverage tickets available for purchase ("**Beverage Offers**")) if we are

given 72 hours' notice prior to travel (all refunds exclude booking fees, which are non-refundable).

17.3 VIP Champagne tickets (and or Beverage Offers) are not valid for persons under the age of 18 years It is against the law to sell or supply alcohol to, or obtain alcohol on behalf of a person under the age of 18 years. Proof of age may be requested before alcohol is served.

17.4 VIP Champagne Beverage Offer holders should be advised they will only be eligible for a complimentary beverage on board the vessel at the specified sailing time with the exception of occasions upon which Thames Clippers is obliged to cancel a journey in which case, VIP Champagne or Beverage Offer ticket holders not travelling at their specified sailing time will be offered an alternative drink.

## **MISCELLANEOUS**

### **18. Privacy**

Any personal data which you provide to us will be treated in accordance with the Thames Clippers privacy policy which can be found at: <http://www.thamesclippers.com/privacy-policy>.

### **19. Third Party Rights**

19.1 A person who is not a party to these Conditions has no right to rely upon or enforce any term of these Conditions.

### **20. Governing Laws**

20.1 These Conditions are governed by the laws of England and Wales, and the parties to these Conditions hereby submit to the jurisdiction of the English courts.

20.2 As stipulated in these Conditions, the London Convention establishes a regime of liability for damage or loss suffered by passengers on seagoing vessels. To the extent applicable, the terms of the London Convention shall apply to our carriage of you and your possessions.