

1. PRELIMINARY PROVISIONS AND DEFINITIONS

1.1 These Conditions of Carriage form an integral part of all bookings, quotations and contracts provided by the Carrier.

1.2 These Conditions of Carriage apply to the exclusion of any other terms or conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 In these Conditions of Carriage:

‘Applicable Laws on Consumer Rights’ means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection, including but not limited to the Consumer Rights Act 2015.

‘Booking’ means the Passenger’s booking of carriage, as set out in the booking form, or the Passenger’s acceptance, written or otherwise, or the Carrier’s quotation, as the case may be.

‘Carriage’ means the transport booked by the Passenger.

‘Carrier’ means S. Zalot & R. G. Zalot T/A Starida Sea Services, as well as the party or parties providing the Carriage and any authorised member, agent, employee or representative of the Carrier.

‘Parties’ means the Carrier and the Passenger; each a Party and collectively the Parties.

‘Passenger’ means a party or parties with whom the Carrier agrees to carry in accordance with a Booking made with the Carrier, as well as any authorised member, agent, employee or representative of the Passenger. In the event that the Carrier enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.

1.4 Where any part of the contract involves the provision of goods or services other than carriage, the Carrier’s standard terms of business shall also apply.

1.5 All Carriage is offered solely in accordance with the Carrier’s Conditions of Carriage as set out herein, but where the Convention relating to the Carriage of Passengers by Sea 1974 (the Athens Convention) applies to the Booking, the terms of that Convention shall prevail in the case of any potential inconsistency between these Conditions and the Convention.

1.6 Where one Booking is made in respect of a number of Passengers the person who makes that Booking contracts with the Carrier as agent for all the Passengers in respect of whom the Booking is made and tickets/boarding cards issued with the intent and so that all such Passengers are bound by these Conditions of Carriage; and the person who makes the Booking and/or collects any ticket/boarding card warrants that he or she has authority so to contract on behalf of all such Passengers and to bind them as aforesaid.

1.7 Except as any applicable law may require, the Carrier shall not be liable for any death, wounding or bodily injury other than death, wounding or bodily injury arising solely from the negligence of the Carrier, its servants and agents arising out of or in connection with the Carrier and the Passenger hereby agrees for himself, his personal representative/s and dependant/s to waive all rights of claim against the Carrier and discharges the Carrier, its servants and agents from any such claim.

1.8 The Carrier does not accept liability for any loss suffered by the Passenger in respect of any loss or damage to the Passenger’s property whilst in the vicinity of the vessel or on, or left at, the pier during embarkation. In these Conditions of Carriage the expression ‘Property’ includes baggage, money, valuables, motor or pedal cycles and any property whatsoever of the Passenger.

1.9 Although every effort will be made by the Carrier to prevent or minimise any delay or inconvenience, the Carrier shall not be liable for any delay or inconvenience or for any loss resulting therefrom suffered by any Passenger whether or not such delay or inconvenience or resulting loss, expense or damage arises from negligence or fault of the Carrier, its servants, agents or independent contractors and whether on land or at sea.

1.10 Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, servants and representatives of the Carrier and any person whose Vessel is used by the Carrier for Carriage and its agents, servants and representatives.

2. VARIATION IN RESPECT OF SAILINGS

2.1 All trips are subject to availability and minimum charges.

2.2 The Carrier will make every reasonable effort to undertake the advertised and any other agreed and offered sailings but no sailings are guaranteed and sailings may be altered, delayed, amended or cancelled at the sole discretion of the Carrier or the Master of any vessel. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier is likely to be hindered or prevented) by war, hostilities, blockade, weather condition, ice, labour conflicts, breakdown of the vessel, congestion, docking difficulties or any other cause whatsoever or if the Carrier considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at any place may expose the vessel to risk of loss or damage or to be likely to delay her, the Passenger and his property may be landed at the place of embarkation or at any place which the Carrier or Master in his or her absolute discretion may reasonably decide on when the responsibility of the Carrier shall cease and this contract shall be deemed to have been fully performed or if the Passenger has not embarked the Carrier may cancel the proposed voyage and shall refund Passengers money or fares paid in advance.

2.3 Any advertised trip duration is a guide only and the Carrier reserves the right to modify or cancel any tour or substitute another vessel at its absolute discretion and it shall not be liable for any loss, damage, delay or inconvenience resulting therefrom.

2.4 All Bookings made and payments received are subject to the Carrier’s standard cancellation policy.

3. DISCRETION AS TO CARRIAGE

3.1 The Carrier may, where reasonable, refuse to allow any Passenger to embark and may cancel the contract with such Passenger at any time before sailing and shall in that case and at its absolute discretion return the passage money paid for such Passenger and such Passenger shall have no claim whatsoever against the Carrier in respect of such refusal or cancellation.

3.2 Under no circumstances shall any Passenger bring any alcohol, drugs, illegal substances or dangerous goods aboard the Vessel. Smoking is not permitted on board the Vessel.

3.3 The Carrier does not accept unaccompanied children under the age of sixteen for travel. All children travelling with their parents or other adults remain the responsibility of their accompanying parents or other adults who should take steps to supervise the children in their charge and make sure that their behaviour does not endanger their own safety or the safety of other Passengers.

4. EU REGULATION 1177/2010

4.1 EU Regulation 1177/2010 concerning the rights of Passengers when travelling by sea does not apply to any trip operated by the Carrier. The Carrier will not deny boarding to disabled persons or those with reduced mobility unless it would be impossible to carry out the embarkation, disembarkation or Carriage of the said person in a safe or operationally feasible manner; the decision of the Carrier as to the safety or operational feasibility of embarkation, disembarkation or Carriage shall be final.

5. DAMAGE CAUSED BY PASSENGERS

5.1 The Passenger shall be liable to reimburse the Carrier for all damage to the vessel and its furnishing and equipment or any property of the Carrier caused by directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger and the Passenger shall further indemnify the Carrier and each and all of its agents and servants against all liability whatsoever which the Carrier or such agents or servants may incur towards any person or company or Government for any personal injury or death, loss or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger.

6. SAFETY

6.1 For the comfort and safety of all Passengers, the Carrier requires the Passenger to take note of all safety notices, instructions and advice made available aboard the Vessel, whether issued verbally by any servant of the Carrier, broadcast over the public address system or disseminated on posters and other signs. The Carrier shall be entitled to any limitation of liability for any accident, injury or loss where such may be due under any applicable Law or Statute, where such may be due to disregard on the part of the Passenger of such safety notice, instruction or advice.

7. DATA PROTECTION & PHOTOGRAPHY

7.1 The Carrier uses and processes data for its legitimate business purposes in accordance with its data protection policy.

7.2 The Carrier reserves the right to use any photography/videography taken in connection with any trip without the expressed permission of those included within the photograph/videograph. Photographs (or videographs) may be used in publications or other media material produced, used or contracted by the Carrier, its servants, agents or independent contractors including but not limited to catalogues, brochures, publication on the internet (including social media such as Facebook, Twitter, FLICKR etc.), websites or any other reasonable use. Where a Passenger objects to this use, he shall inform the Carrier prior to boarding any vessel or commencing any activity.

7.3 The Carrier welcomes Passengers to share photographs and/or videographs taken during or in connection with any trip with the Carrier. The Carrier assumes that by sharing any photograph, videograph or other work with the Carrier, the Passenger grants the Carrier the right to use that work in any way it sees fit and without payment of any royalty or fee, unless previously agreed to in writing by the Carrier. Where possible, the Carrier, its servants, agents or independent contractors will credit the author of the work but this is not guaranteed.

8. THIRD PARTY RIGHTS

8.1 A person who is not a Party to these Conditions of Carriage shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions of Carriage.

9. GOVERNING LAW

9.1 In all matters arising out of these Conditions of Carriage, the decision of the Carrier or its duly authorised representative(s) shall be final.

9.2 This contract shall be governed by the law applicable in Wales at the time of Booking and any disputes thereunder shall be determined in accordance with that law to the exclusion of the jurisdiction of any other country.

Cancellation policy

This policy applies to all Bookings made on or after 1st January 2022

On rare occasions, we have to cancel trips for operational reasons, for example poor weather. In these circumstances, you will be offered the opportunity to transfer your booking to another day/time, or a full refund (including any booking fee paid). This also applies when we have to make significant changes to your trip, for example change of destination or duration. If you need to cancel or make changes to your booking, please call us. If you cancel any part of your trip, the following cancellation policy shall apply:

If you cancel:	between 0 and 1 days before your trip, or in the case of no-show	the following cancellation charge applies	100%
	between 2 and 6 days before your trip		50%
	between 7 and 13 days before your trip		25%
	14 days or more before your trip		10%

Cancellation fees are calculated based on the date/time that we receive your cancellation by email or phone.

Except where we cancel or make significant changes to your trip, no booking fees will be refunded; where relevant, this also applies to the cost of any specific bait ordered, but the cost of rod hire will always be refunded.

In the case of private charter of a vessel, a minimum cancellation fee of 50% applies to all bookings.

In the case of group bookings, the cancellation fee applies to the number of passengers booked, or as confirmed in accordance with our group booking procedure.

Refunds will usually be made in the same manner as payment was received and are usually processed within 2 working days. Please allow up to 7 days for a refund to clear your account.