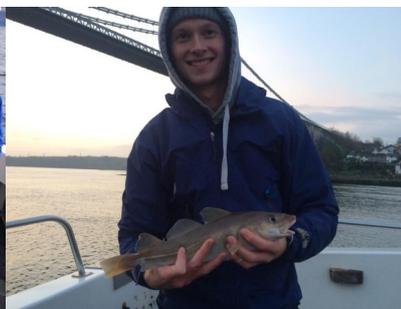


Cruises & fishing trips

Information for groups 2023



Contents

Introduction
Regulatory framework
Managing your visit
Format of risk assessments
Action in event of an emergency
Additional information & contact details

Appendices

Safety announcement
Risk assessments
Group booking form
Passenger register
Conditions of carriage & cancellation policy

Introduction

Starida Sea Services is a family owned company that has been offering sightseeing cruises & fishing trips since 1975. We are based in Beaumaris, from where most of our trips sail, & welcome bookings from individuals, families, & groups of friends: we've welcomed youth groups on both cruises & fishing trips & group bookings for cruises whether travelling to the area specifically for the trip or as part of a longer holiday.

This pack has been put together to make sure groups get the most out of their visit, provide information to participants, & to help organisers complete any risk assessments required. It also helps us meet our regulatory commitments required under the Merchant Shipping Acts.

Regulatory framework

Starida Sea Services is regulated by the UK Maritime & Coastguard Agency (MCA) in accordance with the Merchant Shipping Acts & all our vessels are regularly inspected by or on behalf of the MCA. The MCA also approves our Domestic Safety Management (DSM) system which includes a comprehensive health & safety manual detailing how we ensure a safe working environment, along with emergency procedures. A copy of this document can be made available upon request.

We take all necessary steps to comply with our requirements under the Health & Safety at Work etc. Act 1974.

Managing your visit

Booking & confirming passenger numbers

The person booking a trip will receive a confirmation email at time of booking that includes details of the trip booked (date, sailing time, number of passengers, etc.). It is expected that the person booking the trip checks these details for errors upon receipt, & any discrepancies notified to the company. If the person booking the trip is not travelling themselves, all information must be passed to the nominated group leader (e.g. coach driver, tour manager, etc.).

Where passenger numbers cannot be confirmed at the time of booking, the person making the booking is expected to contact us at least 7 days before the planned trip to confirm passenger numbers. Unless chartering the whole vessel we will use the details provided at this time to calculate the total cost of the trip. We will also need contact details of the nominated group leader who will be with the group in case we have to contact someone on the day: this is especially important if booked to travel over the weekend or on a public holiday.

Pre-arrival

All trips are weather permitting & may be cancelled or curtailed at the discretion of the skipper without prior notice. The group leader will need to contact us by phone on +44 1248 810379 on the morning of the trip to confirm whether the trip will be able to sail as planned. We accept that on occasion it is not practical to call on the morning of the trip so if this is the case, please advise at the time of booking so that alternative arrangements can be made. If we do have to cancel or significantly amend a particular trip we will attempt to contact all as soon as possible, usually by text & email.

Assembly, checking in, & boarding

Unless explicitly stated otherwise, all trips depart from Beaumaris Pier.

Full directions on how to find us are included in the booking confirmation email. Coaches are strongly advised to approach Beaumaris along the A545 from the direction of Menai Bridge & make use of the dedicated coach drop-off point on Castle Street (opposite the Spar shop on the left- hand side, just after the Bull's Head Inn) then continue to the coach park. The pick-up point for coaches is outside Rowlands Pharmacy.

Space at the kiosk is limited & coaches often have to reverse round a corner in order to return to the main road. If dropping off at the kiosk drivers should be aware of & maintain emergency access to the lifeboat station when pulling up.

The group leader will need to check in at our booking kiosk at least 20 minutes prior to the scheduled departure time to clear any balance due & to collect boarding cards & passenger information leaflets. Group vouchers will be processed during check-in.

CRUISES ONLY: Please ensure that the enclosed passenger information form has been completed prior to checking in for the trip as this information will be required prior to issue of boarding cards. Do not include any members of the group that have decided they don't want to board for the trip, & cross out any that later change their mind.

Passengers should assemble at the end of the pier next to the metal gate 10 minutes prior to the scheduled departure time & wait until called down to board. Larger groups may find it more convenient to assemble in front of the lifeboat station before making their way down the pier.

Format of risk assessments

In preparing this document we have been guided by advice on educational visits issued by the Welsh Government, the UK Department for Education, RoSPA, & the HSE, along with our own experience in organising such visits. The Company has completed an EV5 form which is registered with the 6 North Wales Education Authorities.

Our risk assessments are based on guidance issued by the MCA & HSE & have been prepared to cover risks which are specific to our trips. They are not intended to be an exhaustive list of potential hazards nor do they cover risks which might be experienced in ordinary life or which could be classed as 'common sense' risks- for example children running about & falling over. A particular hazard may affect all participants including children, their group leaders, & operating staff.

Groups of children should be supervised by sufficient responsible adults throughout their visit. It is our assumption that primary school aged children will be supervised by one qualified adult per 8 children & older children at one adult per 12 children, with a minimum of two adults per group. In the case of very young children, or those with special needs, the supervision level may be considerably higher. Vulnerable adults will need to be supervised as appropriate & taking their particular needs into account.

Our risk assessments commence from the time that a group arrives at the embarkation point. Most LEAs, schools, & youth groups have their own risk assessments covering travel to & from outside venues & Starida Sea Services cannot manage the risks during those phases of the visit.

We make a mandatory safety announcement at the commencement of every trip & we would ask that group leaders ensure that their group pay full attention to this, even if they regularly undertake water-based activities: the text of these announcements is included in this document.

All passengers are given an information leaflet prior to boarding which includes a summary of our emergency procedures.

Action in the event of an emergency

In the event of an emergency within a group the group leader should inform a member of crew of the nature of the emergency at the earliest opportunity. Emergencies requiring the immediate assistance by the Coastguard will be called in by VHF radio as detailed in the Company H&S Manual. Other emergency services will be called by phone using 112/999 as appropriate.

Each vessel carries a first aid kit. Skippers & crew all have such first aid qualifications as is required for their role in accordance with MGN 280 or other regulatory schemes. Starida Sea Services does not undertake to provide qualified first aiders.

The nearest Accident & Emergency Department is at Ysbyty Gwynedd, Bangor LL57 2PW (contact number 01248 384384).

Additional information & contact details

An access statement has been prepared covering all trips & can be found on our website or is available upon request.

Please note that EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea does not apply to any trips operated by Starida Sea Services. Disabled persons, including those with reduced mobility, will not be denied boarding unless it is unsafe for them to travel, taking all relevant circumstances into account. It is not always possible to take mobility equipment on board the vessels & in such cases full assistance will be given.

If you require any further information on how we welcome groups, or on our risk assessments or safety management systems, please contact:

Name: Gareth Williams
Telephone: 01248 810907
email: gareth@starida.co.uk
Postal address: Gallows Point, Shed 15 BEAUMARIS LL58 8YL

Issue	4.4
Date	01/01/2023

The following announcements will be made to all passengers at the commencement of each voyage; it shall be the responsibility of the skipper to ensure that the appropriate announcement is made. These announcements are based on the guidance contained in Merchant Shipping Notice M.1386.

Island Princess

“Welcome aboard the Island Princess. As we leave the pier, please listen carefully to the following safety announcement.

In the unlikely event of an emergency you will be informed by means of an announcement. Please remain calm and follow the crew’s instructions.

The vessel is equipped with life rafts and lifebuoys which can be manually launched or will float free in the unlikely event of the vessel sinking. Six- and eight-man life rafts are located on the cabin roof and a 65-man life raft is on the stern. Life jackets are located in the cabin and will be issued in the event of an emergency and full instructions will be given.

Fire extinguishers and controls for the fire extinguishing system within the engine room are located in the cabin.

Instructions for all lifesaving and safety equipment can be found in the cabin.

Please note that smoking or the consumption of alcohol is not permitted on this vessel. To ensure the safety of everyone on board, we request that children are kept under your supervision at all times. Dogs must be kept on a lead and under full control at all times.

You will find a summary of this information on the passenger information leaflet you have been given. If you have any questions, please speak to a member of crew now. Thank you for your attention.”

Starida II and Sarah Jane Too

“Welcome aboard the Starida II/Sarah Jane Too. As we leave the pier, please listen carefully to the following safety announcement.

In the unlikely event of an emergency you will be informed by means of an announcement. Please remain calm and follow the crew’s instructions.

The vessel is equipped with life rafts and lifebuoys which can be manually launched or will float free in the unlikely event of the vessel sinking. Six- and eight-man life rafts are located on the cabin roof. Life jackets are located in the cabin and will be issued in the event of an emergency and full instructions will be given.

Fire extinguishers and controls for the fire extinguishing system within the engine room are located in the cabin.

Instructions for all lifesaving and safety equipment can be found in the cabin.

Please note that the consumption of alcohol is not permitted on this vessel, and that smoking is only permitted in designated areas. To ensure the safety of everyone on board, we request that children are kept under your supervision at all times.

You will find a summary of this information on the passenger information leaflet you have been given. If you have any questions, please speak to a member of crew now. Thank you for your attention.”

See also:	
Company Safety Manual	
Vessel Safety File	
Vessel Technical File	
Other	

Procedure Passenger embarkation/disembarkation				Initial risk			Precautions/Control systems	Residual risk		
				Severity	Probability	Risk score		Severity	Probability	Risk score
Task	Hazard	Cause	Effect							
Passenger embarkation	Crush at loading point	Poor crowd control	Injury to crew or passenger Delays in boarding Potential loss of reputation	2	3	6	Skipper and crew to ensure high standards of communication and cooperation Keep passengers away from the vessel (behind gate when using Beaumaris pier) until vessel is secure against pontoon/landing stage Ensure passengers use provided handrails walking to vessel and whilst embarking and pontoon/landing stage are tidy and free of obstruction Ensure mooring ropes are tied securely and loose rope kept clear of embarkation point Ensure passengers board vessel in controlled and safe manner, avoiding crowding on the pontoon/landing stage Provide assistance as required without jeopardising the safety of other passengers or crew Ensure crew fully aware of, and follow, embarkation procedure at all times Ensure crew fully aware of man	1	1	1
	Passenger slips or trips on pontoon/landing stage	Wet floor Obstruction Untidy pontoon/landing stage Poor/unsuitable footwear	Injury to crew or passenger	2	4	8		2	2	4
	Passenger falls into sea, with potential for crush between vessel and pontoon/landing stage	Passengers embarking when vessel not secure Passenger slipping/tripping whilst on pontoon/landing stage	Drowning Injury to crew or passenger Effects of cold Delays whilst recovery undertaken	5	2	10		5	1	5

							<p>overboard procedure and aware of location and safe use of all life-saving apparatus</p> <p>Ensure all crew receive suitable training in embarkation procedures and basic rescue procedures and are fully aware of their roles in event of an emergency</p> <p>Inform passengers of the need to wear suitable clothing and footwear</p>			
	Overloading vessel	Overbooking passengers	<p>Potential prosecution and loss of licence</p> <p>Insufficient life-saving apparatus for all passengers</p>	3	5	15	<p>Follow passenger accounting procedures in safety file and ensure all staff are aware of the procedures</p> <p>Ensure all passengers recorded in appropriate register</p>	1	1	1
Passenger disembarkation	<p>Passenger slips or trips on pontoon/landing stage</p>	<p>Wet floor</p> <p>Obstruction</p> <p>Untidy pontoon/landing stage</p> <p>Poor/unsuitable footwear</p>	Injury to crew or passenger	2	4	8	<p>Ensure by means of announcement that all passengers remain seated until vessel secure; back up with printed information</p> <p>Ensure passengers use provided handrails walking to vessel and whilst disembarking and pontoon/landing stage are tidy and free of obstruction</p>	5	1	5
	<p>Passenger falls into sea, with potential for crush between vessel and pontoon/landing stage</p>	<p>Passengers disembarking when vessel not secure</p> <p>Passenger slipping/tripping whilst on pontoon/landing stage</p>	<p>Drowning</p> <p>Injury to crew or passenger</p> <p>Effects of cold</p>	5	2	10	<p>Ensure mooring ropes are tied securely and loose rope kept clear of embarkation point</p> <p>Ensure passengers disembark vessel in controlled and safe manner, avoiding crowding on the pontoon/landing stage by making their way immediately from the pontoon/landing stage</p>	2	2	4

							<p>Provide assistance as required without jeopardising the safety of other passengers or crew</p> <p>Ensure crew fully aware of, and follow, embarkation procedure at all times</p> <p>Ensure crew fully aware of man overboard procedure and aware of location and safe use of all life-saving apparatus</p> <p>Ensure all crew receive suitable training in embarkation procedures and basic rescue procedures and are fully aware of their roles in event of an emergency</p>			
<p>Emergency disembarkation</p> <p>Passenger means any person on board vessel</p>	<p>Passenger falls into sea</p>	<p>Poor communication</p> <p>Panic and/or disorientation</p>	<p>Drowning</p> <p>Injury to crew or passenger</p> <p>Effects of cold</p> <p>Potential delays in completing emergency disembarkation</p>	5	4	20	<p>Ensure crew fully familiar with emergency situation procedures for vessel, including location of all life-saving apparatus</p> <p>Ensure by way of announcement that passengers are aware of basic procedure in event of emergency; back up with printed information, incl. pictures/diagrams</p> <p>Crew to assist passengers to disembark in controlled and safe fashion</p>	5	2	10
	<p>Passenger slips or trips</p>	<p>Poor communication</p> <p>Panic and/or disorientation</p> <p>Ropes etc on deck</p>	<p>Injury to crew or passenger</p> <p>Potential delays in completing emergency disembarkation</p>	3	3	9	<p>Ensure ropes and lines stowed securely and loose rope kept clear of gangway</p>	2	2	4

	Passenger unable to disembark	Physical or mental disability Panic and/or disorientation	Drowning Injury to crew or passenger Effects of cold Potential delays in completing emergency disembarkation	5	4	20	Prior to boarding, ensure passengers have sufficient mobility to be able to disembark with minimal assistance in event of emergency Ensure by way of announcement and printed information that passengers are aware of emergency procedures	5	2	10
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This list is not exhaustive – all staff involved are to be vigilant for additional risks and report them to their supervisor at earliest opportunity

Prepared	Gareth Williams	Date	01/04/18	Severity 1. No or insignificant damage 2. Minor damage or illness. First aid treatment. 3. Serious damage or illness. Loss of working hours. 4. Serious damage or illness. Disablement. 5. Fatality or Major Injury of one or more persons.	Probability 1. Unlikely. No knowledge of any such cases. 2. Not likely to occur but may occur. 3. Now and then, occurs occasionally. 4. Likely, could occur more than once. 5. Frequently, could occur regularly.	1-8 Low or acceptable risk. Activity can be carried out according to standard procedures
Approved	Stan Zalot	Date	06/04/18			9-15 Medium risk. Operations to be carried out only after the appropriate management have given its approval after consultation with specialists.
Reviewed	Gareth Williams	Date	30/04/21			16-25 High risk. Must be reduced. Operation shall not be carried out

Procedure Fishing trips				Initial risk			Precautions/Control systems	Residual risk		
				Severity	Probability	Risk score		Severity	Probability	Risk score
Task	Hazard	Cause	Effect							
Fishing	Injury/wound from fish hook	Inattention Inexperience Lack of supervision	Injury to passenger/crew	3	3	9	Ensure all rods and associated tackle are in satisfactory condition Provide safety briefing to all passengers prior to issuing rods Ensure inexperienced anglers (especially children) are adequately supervised by parents/guardians	2	2	4
	Injury/wound from knife/other sharp object	Inattention Inexperience Lack of supervision Sudden vessel movements	Injury to passenger/crew	4	3	12	Ensure all passengers behave in an acceptable manner throughout the trip and that no alcohol or illegal drugs are consumed; refuse passage to any person the skipper deems unfit through drink, drugs or any other reason. Ensure all sharp implements (e.g. hooks, knives etc.) are safely shored when not in use. Ensure vessel deck is kept clean and tidy at all times Should injury occur, do not remove the hook (and dissuade casualty from removing hook), dress as for embedded object and arrange immediate transfer to Accident Unit. If hook/knife causes wound but is not embedded, dress wound and advise casualty to seek medical attention and check tetanus status.	4	2	8

							Record ALL details in vessel log if minor injury, otherwise accident form			
							Ensure all crew are aware of location of first aid kit			

This list is not exhaustive – all staff involved are to be vigilant for additional risks and report them to their supervisor at earliest opportunity

Prepared	Gareth Williams	Date	01/04/18	Severity 1. No or insignificant damage 2. Minor damage or illness. First aid treatment. 3. Serious damage or illness. Loss of working hours. 4. Serious damage or illness. Disablement. 5. Fatality or Major Injury of one or more persons.	Probability 1. Unlikely. No knowledge of any such cases. 2. Not likely to occur but may occur. 3. Now and then, occurs occasionally. 4. Likely, could occur more than once. 5. Frequently, could occur regularly.	1-8 Low or acceptable risk. Activity can be carried out according to standard procedures
Approved	Stan Zalot	Date	06/04/18			9-15 Medium risk. Operations to be carried out only after the appropriate management have given its approval after consultation with specialists.
Reviewed	Gareth Williams	Date	30/04/21			16-25 High risk. Must be reduced. Operation shall not be carried out

Please complete this form to book your group on a trip, giving as much information as possible. We will call you by phone if we require any more information. Unless otherwise agreed in advance, payment is usually required in full at time of booking.

Organiser name			
Company/Organisation <i>If relevant</i>			
Mobile number			
Email			
Cruises:	<input type="checkbox"/> Puffin Island Wildlife Cruise	<input type="checkbox"/> Extended Puffin Island Wildlife Cruise	
	<input type="checkbox"/> Menai Strait Sightseeing Cruise	<input type="checkbox"/> Combined Wildlife & Sightseeing Cruise	
Fishing trips:	Family fishing trip	<input type="checkbox"/> 2 hours	<input type="checkbox"/> 3 hours
	Enthusiast fishing trip	<input type="checkbox"/> 4 hours	<input type="checkbox"/> 6 hours
	Full day fishing trip	<input type="checkbox"/> General fishing	<input type="checkbox"/> Wreck fishing
Preferred trip date		Preferred sailing time	

Passenger numbers	Cruises	Fishing
Adults <i>Aged 17+</i>		
Concessions <i>Seniors, students, passengers with disabilities, carers</i>		
Children <i>Aged 4-16</i>		
Toddlers <i>Aged 1-3</i>		
Infants <i>Aged under 1</i>		
Group leaders <i>Drivers, tour managers, teachers, etc.</i>		
Will you need to hire rods? <i>State number, bait requirements can be confirmed later</i>		

Do you want to charter the whole boat for your group?	<input type="checkbox"/> No <input type="checkbox"/> Yes, 57 pax vessel <input type="checkbox"/> Yes, 12 pax vessel
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Cruises only: Are you planning on bringing a dog with you? If yes, how many? <i>You can bring up to one medium-sized dog per adult, max. 6</i>	
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If payment is to be made on pro forma or invoice basis, please supply a reference or PO number	
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Please complete this form and return to: Kiosk Bookings
Starida Sea Services
Gallows Point, BEAUMARIS LL58 8YL

or email book@starida.co.uk

All bookings are provisional until confirmed in writing & are subject to favourable weather & minimum charges. The Company's standard conditions of carriage & terms of business apply in all cases.

Conditions of Carriage

These Conditions of Carriage apply to all Bookings made on or after 1st January 2018

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:	the following cancellation charge applies	
between 0 and 1 days before your trip, or in the case of no-show		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%

Except where we cancel or make significant changes to your trip, no booking fees will be refunded.

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.