

This document sets out the standard booking terms and conditions of Dublin Boat Tour Limited. (referred to in this document as 'DBT' and trading as 'Dublin Boat Tour'), a company registered in the Republic of Ireland

The following definitions and rules of interpretation shall apply in these conditions:

Any references to 'you' are to you the client who has booked/contracted with DBT either in your own right or on behalf of others.

"Contract" means the contract between DBT and the Client for the provision of services.

"Service" means any Tour, service or facility offered by DBT to the client.

### **Application/Nature of these Terms**

1. The Condition herein are the only conditions upon which DBT is prepared to deal with the client.
2. As soon as any payment is made, a contract will automatically arise between you and DBT, granting both parties respective duties and obligations under that contract. These terms and conditions will form the basis of the contract between you and DBT.
3. DBT reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary

### **Bookings Procedure**

4. No booking is confirmed until requested payment is made and a confirmation email has been received
5. An individual who create a booking via the website or other booking method shall be know as the booker. The booker can make a booking for themselves or for others. The booker accepts to be the contact between their party and DBT.
6. The Booker agrees to act on behalf of all clients that the booker has booked for. The booker by booking on behalf of others agrees that they have the authority to book on behalf of those clients they have booked for. The booker agrees to ensure that each client they have booked for ensures that each clients has read and agrees to the terms and condition of DBT. Should the booker fail to comply then DBT has the right to cancel the booking without refund.
7. When a booker fills in an online form on the DBT website, by taking this action they agree to the following;
  - A. Any promotional materials produced by Dublin Boat Tour or prices displayed on the DBT website or elsewhere constitute to treat in Irish Law.
  - B. By completing the booking for you are making an offer to DBT
  - C. That DBT reserves the right to cancel any booking within one week from the time of completion of the online form do to unavailability of vessels or staff.
  - D. That DBT is not liable to reimburse the Booker or the clients for any cost incurred by the Booker or the Clients within the one week period from the time the Booker filled out the online form on the DBT website where the booking is cancelled under clause 6(c)
8. The Booker must not be making a profit from the act of booking unless otherwise agreed by DBT.

9. DBT does not accept liability for the costs associated with any errors in your confirmation email that are not brought to our attention within five working days of the date of that confirmation email. DBT reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them

### **Check in**

10. All clients are required to check in at the designated location five minutes prior to the start time.
11. Clients will need to provide their booking confirmation email.
12. Each client will be required to sign that they agree to the terms & condition along with a health declaration and to the liability waiver.

### **Pricing**

13. DBT has the right to alter prices displayed on the website and elsewhere
14. DBT reserves the right to correct pricing errors after confirmation.

### **Payments**

15. Any payment made to DBT is non refundable, any balances due are required two days prior to the commencement of the service.
16. DBT has the right to cancel a booking if full payment have not been made in accordance with condition 15.

### **Cancellation and variation policy**

#### *Cancellation by you*

17. All cancellations made by the booker/client must be submitted and received by DBT via email 24 hours prior to the commencement of the service otherwise all payment will be forfeited and DBT will not be required to reschedule however may do so at its discretion.
18. Your booking will not be considered cancelled until DBT receives your notice of cancellation and acknowledges it cancellation by send you an email says so.
19. Should a booker/client wish to reschedule due to personal reasons, a rescheduling fee of €20 will apply. Notification of rescheduling much be made 24 hours before scheduled service.
20. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by DBT. DBT may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. DBT will take reasonable steps to ensure that all costs and losses are kept to a minimum.

#### *Variation by you*

21. If you would like to change any aspect of your booking, the Booker must inform DBT as soon as is reasonably possible. Changes include but are not limited to changes in clients, dates, times & itinerary. You will be responsible for the additional costs DBT incur in catering for the changes you request. The booker will incur a €20 administration fee for the change in booking.
22. Please note that DBT may not be able to cater to all changes you might wish to make. All change will be subject to availability and will be made at DBT discretion.

23. In requesting a change of customer, the booker must confirm that the new guest has read and agreed to these terms and conditions

*Cancelation by DBT*

24. DBT reserves the absolute right to cancel your booking under any circumstances. If DBT cancel your booking you will be entitled to a full refund of all Refundable Sums. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept DBT's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement.
25. DBT reserves the right to cancel your booking without any refund if you do not meet your obligations set down within these terms and conditions.
26. DBT reserves the right to cancel your booking without any refund if circumstances arise that make the booking impossible which are out of DBT's control or which DBT could not have prevented. Some examples of such situations are dangerous weather conditions, fire, natural disaster, industrial actions, war, riots, and natural disasters. There may be many other such situations.
27. DBT shall have no liability to the customer under the contract if it is prevented from or delayed in performing its obligations under the contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control, unusually severe weather or default of suppliers or subcontractors.

*Variation by DBT*

28. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able to either:
- A. Cancel the booking with a refund of all sums you have paid
  - B. Choose to accept the changes
  - C. Make an entirely new booking

You must inform DBT of your decision within three days of being informed of the changes made to your booking. If no action is taken DBT shall be entitled to infer that you have chosen to accept the changes

**Safety**

29. Safety is of paramount importance on all of DBT's activities. Water based activities are, by their very nature hazardous and clients and guardians of Clients must accept that there are risks and the inevitable bumps and scrapes. The customer must comply with all safety and general instructions given by DBT's staff.
30. DBT shall have no liability to the Client under the contract if it is prevented from or delayed in performing its obligations under the contract if it is deemed unsafe by DBT to carry out its obligations.

**Health**

31. Clients participating in services at DBT must expect to be involved in adventurous and strenuous activity. Clients must be in general good health and must satisfy themselves that the activity is within their abilities. The clients must make a true and accurate declaration of their health when booking and must make the DBT aware of any medical conditions they have. DBT reserves the right to refuse a booking on medical safety grounds.
32. If you have a medical condition, mobility problem or a disability which may affect your trip, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

### **Medical assistance**

33. The client will permit for basic First Aid to be administered by a suitably qualified member of staff where considered necessary or by a qualified medical practitioner. The client authorises a qualified medical practitioner to provide emergency treatment or medication if necessary.

### **Complaints**

34. Any issues must be made by the client to a member of staff immediately. They should also notify the Manager immediately via email. Failure to register a complaint at this time is likely to affect your right to compensation.

### **Weather**

35. DBT endeavours to conduct its services whenever it is safe to do so. Unfortunately, we are not for safety reasons able to operate in certain weather conditions. We cannot take responsibility for the weather conditions on the day by we are happy to arrange an appropriate reschedule.

### **Your behaviour & responsibilities**

36. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or property, breaches any local law, or causes or is likely to cause a public nuisance, DBT will have the right to cancel your booking without paying you any refund. This means (among other things) that your skipper could refuse to continue to work and that you could be made to leave at any time during your booking.

37. The nature of some of the activities you may choose to participate in during your trip may involve a degree of personal risk. You accept these risks and accept that you are responsible for your own actions.

38. DBT accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs. DBT has the right to refuse services to individuals it believes to be influenced by these substances.

39. DBT operates a zero tolerance drug policy. If you are found in possession of illegal substances, DBT reserves the right to cancel your booking without paying you a refund. DBT reserves the right to inform the relevant law enforcement authorities as we see fit.

40. You accept that the skipper is in charge of the vessel. The skipper will make decisions on behalf of the boat based on safety, the general consensus of the crew and local knowledge/ experience of conditions and circumstances. DBT will not be liable for any itinerary changes made by the skipper in the interests of safety and guest experience.

### **Intellectual property**

41. The copyright and all other intellectual property rights in the products and services shown in the DBT brochures, website and other materials shall at all times remain the property of DBT.

### **Image Collection**

42. DBT may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through DBT you agree that such images may be collected and used by DBT however DBT sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that DBT will retain ownership of all rights in connection with such images.

43. If you do not wish to be on camera or video this should be brought to the attention of DBT by sending an email to [info@dublinboattour.com](mailto:info@dublinboattour.com) before the commencement of service.

### **Data Protection**

44. DBT maintains a full privacy policy which may be viewed on Dublin Boat Tour website. By booking through DBT you agree to the terms of that privacy policy.

45. DBT will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, send you e-news / general information and improving services. DBT may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data DBT holds about you, for which DBT may charge a small fee, and to correct any inaccuracies in your information.
46. You can exercise the right to opt out of e-news by sending an email with the subject "UNSUBSCRIBE" to [info@dublinboattour.com](mailto:info@dublinboattour.com)

#### **Reselling**

47. DBT does not permit reselling of its products without prior written consent.

#### **Equipment**

48. DBT reserves the right to provide similar suitable vessels other than those specified at time of booking

#### **Rights of third parties**

49. A person who is not a party to this agreement (except where applicable) shall not have any rights under or in connection with it.

#### **Liability**

50. The Client will release DBT, its officers, directors, employees, volunteers, agents and sponsors from any liability no matter how arising with his / her attendance, play and transportation related there. No failure or delay by DBT in enforcing these terms shall prevent DBT enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall no preclude further enforcement of the same, or another, term at a later date.

#### **Enforcement**

51. No failure or delay by DBT in enforcing these terms shall prevent DBT enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall no preclude further enforcement of the same, or another, term at a later date.

#### **Severability**

52. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

#### **Assignment**

53. You may not transfer or assign any of your rights or obligations under these booking conditions without DBT's prior written consent.

#### **Jurisdiction**

54. Your contract with DBT shall be governed exclusively by the law of the Republic of Ireland. The courts of the Republic of Ireland shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non contractual disputes and claims).

#### **Acceptance of terms & conditions.**

55. DBT's acceptance of any booking will only be done subject to your acceptance of these conditions. Payment of a deposit and / or a consent signature of the customer (parent / guardian if under 18 years) will be regarded as evidence of and consent to these conditions.