

## 1. INTERPRETATION

1.1. The definitions and rules of interpretation in this article apply in these conditions:

**Accompanied Baggage:** any Baggage which is not Hold Baggage.

**Athens Convention:** the Athens Convention relating to the Carriage of Passengers and their Baggage by Sea of 13 December 1974.

**Authorised Agent:** a sales agent appointed by the Carrier to represent the Carrier and sell sea transportation on the Carrier's behalf.

**Assistance Dog:** a dog that has been specifically trained to assist a disabled person and that meets the accredited membership criteria of Assistance Dogs International/ Assistance Dogs International Europe or such bodies as may from time to time be recognised.

**Baggage:** any articles carried by the Carrier under the Contract made by or on behalf of a Passenger with the Carrier, other than articles which are carried as freight.

**Booking Form:** the relevant booking form setting out the Passenger's request for Carriage.

**Carrier:** Isles of Scilly Steamship Company Limited (165746) whose registered office is at Hugh Town, St Marys, Isles of Scilly TR21 0LJ.

**Carriage:** the carriage of the Passenger and Baggage by the Carrier by sea.

**Contract:** any contract between the Carrier and the Passenger for Carriage, incorporating these conditions.

**Dangerous Goods:** any materials and substances designated as dangerous by the rules of the International Maritime Organisation (including, but not limited to, the International Maritime Dangerous Goods (IMDG) Code) and by any applicable legislation, including but not limited to Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1990 and by any applicable legislation and regulations in force from time to time.

**Extreme Weather Conditions:** includes, but is not limited to, strong winds, heavy seas, strong currents, difficult ice conditions and extreme high or low water levels, hurricanes, tornados and floods.

**Ground Transfer Services:** the ground transportation services provided to Passengers.

**Guide Dogs:** a dog trained to provide mobility assistance to a blind or partially sighted person that has been trained by an individual or organisation that is accepted by and affiliated to the International Guide Dog Federation.

**Hold Baggage:** the Baggage placed in containers which the Carrier takes sole custody of and for which the Carrier has issued a baggage identification tag and/or Off Island Baggage Tag.

**Off Island Baggage Tag:** the off island baggage tag issued by the Carrier for identification of the Passenger's Hold Baggage to either St Martin's,

Bryher, Tresco or St Agnes on the Isles of Scilly.

**Passenger:** any person who has been issued with a Travel Pass who is carried, or is to be carried, on a Vessel, except members of the crew.

**Tariff:** the published fares and charges from time to time of the Carrier.

**Ticket/Travel Pass:** the document issued by the Carrier to the Passenger entitled "Ticket for Travel" in either electronic or paper form which sets out the details of the Contract, includes the booking reference number and incorporates these conditions.

**Vessel:** the vessel, or vessels, owned, operated or engaged by the Carrier for the purpose of the Carriage.

1.2. Unless otherwise expressly provided to the contrary, a reference to a law is a reference to the law as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Headings and sub-headings are for ease of reference only and shall not affect the interpretation of these conditions.

1.4. Words in the singular include the plural and in the plural include the singular.

1.5. A reference to one gender includes a reference to the other gender.

## 2. APPLICATION OF TERMS

### GENERAL

2.1. These conditions relate to the Carriage of Passengers and their Baggage by sea. All other goods, including those identified at clauses 6.12 may be carried as freight and are subject to the Carrier's freight conditions of carriage (a copy of which is available on request).

2.2. The Contract shall:

(a) be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Passenger purports to apply); and (b) incorporate the provisions of the Athens Convention.

2.3. In the event of any inconsistency between the provisions of these conditions and the provisions of the Athens Convention or any other mandatory provisions which govern the Contract, the provision of the Athens Convention or mandatory provision shall prevail but only to the extent of such conflict. All the other provisions set out in these conditions shall continue to prevail to the extent permitted by law.

2.4. Passengers accept that these conditions apply to both themselves and all other persons on whose behalf a booking is made. If Passengers submit Booking Forms on behalf of other Passengers, they confirm that they have the necessary authority to make such bookings and enter a legally binding contract on the other Passenger's behalf. Passengers who submit Booking Forms on behalf

of other Passengers shall be liable for all the acts or omissions of the other Passenger.

2.5. The Passenger acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Carrier which is not set out in the Contract. Nothing in this condition shall exclude or limit the Carrier's liability for fraudulent misrepresentation.

2.6. The Passenger's booking request or submission of a Booking Form shall be deemed to be an offer subject to these conditions. The Passenger shall ensure that the details in the Booking Form are complete and accurate in all material respects.

2.7. A binding contract shall not come into existence between the Passenger and the Carrier until the Carrier has issued a Travel Pass. Tariffs subject to change

2.8. Tariffs may change from time to time, but changes will not affect any booking request or submitted Booking Form which the Carrier has confirmed by the issue of a Travel Pass. The Tariffs applicable to the Contract are those in force at the date on which the Travel Pass is issued.

## 3. FARES AND CHARGES

### GENERAL

3.1. Fares apply only for Carriage from the port of departure to the port of disembarkation named and on the dates set out on the Travel Pass. Subject to clause 12, fares do not include Ground Transfer Services between ports and between ports and town centres.

### CURRENCY

3.2. Subject to applicable law, fares and charges are payable in pounds sterling, or any other currency agreed in writing by the Carrier.

### PAYMENT OF FARES AND CHARGES

3.3. The payment of fares, taxes, fees or charges is due at the time the Passenger makes a booking request or submits a Booking Form. Time for payment shall be of the essence. Full payment is required at the time of booking. All bookings made by credit cards are subject to a £1.95 handling fee. There is no charge for debit card transactions.

3.4. The Carrier shall not be obliged to carry, and may refuse onward Carriage of a Passenger and/or his Baggage, if the applicable fare or any taxes, fees or charges payable have not been paid.

### DAY TRIP PASSENGERS

3.5. Fares are based on the sailing dates and times set out on the Travel Pass and will require Passengers to travel on the dates stated on the Travel Pass. Day trip Travel Passes are only available for departures from Penzance. If Passengers fail to make the outbound journey pursuant to the day trip Travel Pass, the return journey will automatically be cancelled.

3.6. Passengers who have paid for a day trip Travel Pass shall be required to return on the date specified on the Travel Pass. If Passengers do not return on the date specified on the Travel Pass, the Passenger shall be required to pay the difference between the fare paid for the original Travel Pass and the appropriate fare. Any additional payment shall be paid prior to boarding the Vessel.

### PASSENGER AMENDMENTS AND CANCELLATIONS

3.7. Sailing dates and times may be changed by Passengers, subject to the payment of an amendment fee of £10 per route/person. Such changes can be made up to 24 hours prior to the scheduled departure date by notifying the Carrier in writing, by telephone or at one of the Carrier's travel centres. The amendment fee does not cover any amendment that might be required in respect of any Ground Transfer Services.

3.8. Passengers may cancel a Travel Pass providing that prior written notice is provided to the Carrier. If a Passenger wishes to cancel a Travel Pass, refunds will be calculated in accordance with the following:

- (a) if written notice to cancel a Travel Pass is provided within 0 to 2 days before the scheduled departure date, no refund will be payable to the Passenger;
  - (b) if written notice to cancel a Travel Pass is provided within 3 to 14 days before the scheduled departure date, 50% of the fare will be refunded to the Passenger;
  - (c) if written notice to cancel a sailing is provided at least 14 days before the scheduled departure date, 100% of the fare will be refunded subject to the deduction of a £10 administration fee per route/person.
- 3.9. The refund due to the Passenger (as calculated in accordance with clause 3.8 above) will be paid in pounds sterling and within thirty (30) days from the date of cancellation. Credit/debit card fees, taxes and charges imposed directly on the Carrier are not refundable. The Carrier will also not be required to refund any fare paid in respect of any Ground Transfer Service.

## 4. CHECK-IN AND BOARDING

### CHECK-IN DEADLINES

- 4.1. Unless otherwise notified to the Passenger in writing by the Carrier, the Passenger shall arrive at the Carrier's check-in desk at the port of departure one (1) hour before the scheduled departure time.
- 4.2. Passengers must board the Vessel at least thirty (30) minutes before the scheduled departure time.
- 4.3. The Carrier reserves the right to cancel both the outbound and return parts of the Travel Pass if the Passenger does not comply with the check-in and boarding requirements set out at clauses 4.1 and 4.2.
- 4.4. The Carrier shall not be liable to the Passenger for any losses or expenses incurred due to the Passenger's failure to comply with this clause 4.

## 5. REFUSAL OF CARRIAGE

### RIGHT TO REFUSE CARRIAGE

5.1. The Carrier may refuse Carriage of a Passenger and/or his Baggage if it notifies the Passenger in writing that it shall not carry such Passenger and/or his Baggage.

5.2. The Carrier may also refuse Carriage, outbound or return Carriage, or may cancel a Travel Pass, when, in the Carrier's reasonable opinion, it decides:

- (a) that such action is necessary due to the conduct of the Passenger which causes a risk to safety, health or would otherwise affect the comfort of the other Passengers or the Carrier's employees;
- (b) that the mental or physical state of the Passenger, including effects caused by alcohol or drugs, is such as to involve any hazard or risk to himself or to other Passengers, the Carrier's employees or property;
- (c) that the conduct of the Passenger is such as to require special assistance of the Carrier or cause discomfort or make himself objectionable to other Passengers;
- (d) that the Passenger has used, or is in possession of, illegal drugs;

(e) that the Passenger has not paid the applicable fare, taxes, fees or charges;

(f) that the Passenger presents a Travel Pass that has not been issued to him by the Carrier or an Authorised Agent, has been reported as lost or stolen, is fraudulent or has been acquired unlawfully;

(g) that the Passenger fails to comply with the Carrier's requirements relating to safety and security; (h) that the Passenger has failed to complete the check-in and boarding procedures in accordance with clause 4 or any other instructions of the Carrier; or (i) that the Passenger has previously committed any act or omission in contravention of this clause 5.2.

5.3. If any Passenger is refused Carriage for any of the reasons set out at clause 5.2, the Carrier may cancel the remaining part of that Passenger's Travel Pass. The Passenger will not be entitled to further Carriage or any refund in respect of the Travel Pass and the Carrier will not be liable for any indirect or consequential losses (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of goodwill or wasted office time) or damage due to any such refusal. Disabled persons and persons with reduced mobility

5.4. The Carrier will always try to accommodate disabled persons and persons with reduced mobility.

5.5. Due to the Vessel design, safety requirements or port infrastructure and equipment, the Carrier may be unable to provide Carriage to some disabled persons or persons with reduced mobility.

5.6. Passengers with disabilities or reduced mobility must inform the Carrier at the time of submitting the Booking Form of their travel requirements and if the Carrier is able to meet such requirements it will issue a Travel Pass. If the Carrier is unable to meet such requirements, it will make all reasonable efforts to propose an acceptable alternative method of transport.

5.7. If a disabled person or person with reduced mobility is issued with a Travel Pass but is later refused Carriage pursuant to clause 5.6, that person, and any accompanying person referred to in clause 5.8 shall be offered the choice between:

- (a) reimbursement within 7 days for the full cost of the Travel Pass, for the parts of the journey not made, and for the part or parts already made if the journey no longer serves any purpose in relation to the Passenger's original plan and, if relevant, a return service to the first point of departure, at the earliest opportunity; or (b) re-routing to the final destination as set out in the Travel Pass, at no additional cost and under comparable travel conditions, at the earliest opportunity; or (c) re-routing to the final destination as set out in the Travel Pass, under comparable travel conditions, at a later date at the Passenger's convenience, subject to availability.

5.8. If the Carrier issues a Travel Pass to a Passenger who is disabled or has reduced mobility, if strictly necessary for reasons relating to the Vessel design, safety requirements or port infrastructure and equipment, it may require that such Passenger be accompanied by another person who is capable of providing the assistance required by the Passenger. In such case, the accompanying person shall be carried free of charge. Any person travelling free of charge pursuant to this clause shall not be entitled to reimbursement in accordance with clause 5.7(a).

5.9. Access to the Vessel is provided by a gangway and is not suitable for electric wheelchairs. The Carrier will provide manual wheelchairs and access to the Vessel must be made by such means. For the avoidance of doubt, electric wheelchairs will be carried as freight on the Vessel and will be made available to the Passenger at the port of disembarkation.

5.10. The Vessel is fitted with:

- (a) a person only stair-lift between the bridge deck and upper deck which is suitable for carrying Passengers with a maximum weight of 150 kg; and
  - (b) a disabled persons lift between the bridge deck and upper deck which is suitable for carrying Passengers with a maximum weight of 350 kg.
- Passengers must be able to transfer themselves from their wheelchairs onto the stair-lift.

### UNACCOMPANIED MINORS

5.11. The Carrier does not accept the Carriage of unaccompanied minors who are below the age of 16 years old, unless they are accompanied by a person over the age of 16 years.

## PREGNANT WOMEN

5.12. Subject to any right to refusal contained in this clause 5:

(a) The Carrier will accept the Carriage of pregnant women who are less than 28 weeks pregnant at the time of the scheduled return service.

(b) The Carrier may accept the Carriage of pregnant women who are between 28 weeks and 36 weeks pregnant at the time of the scheduled return service, provided that a valid doctor's or midwife's certificate is issued.

5.13. The Carrier will not accept the Carriage of pregnant women who are over 36 weeks pregnant at the time of the scheduled departure date.

Medical Conditions, Mental or Physical Impairment

5.14. If a Passenger is suffering from a known or suspected medical condition which makes Carriage by sea inadvisable, such Passenger must provide the Carrier with a valid doctor's certificate within 48 hours of the schedule date of departure.

## 6. BAGGAGE

### HOLD BAGGAGE ALLOWANCE

6.1. Each Passenger may carry free of charge, either:

- (a) two pieces of Hold Baggage with a combined weight of 25 kilos; or
- (b) one piece of Hold Baggage which does not weigh more than 20 kilos.

6.2. No Hold Baggage allowance is permitted for Passengers who have a day trip Travel Pass only

### ACCOMPANIED BAGGAGE ALLOWANCE

6.3. Accompanied Baggage is only acceptable if it is smaller than 55 x 40 x 20 cm. Any Baggage which exceeds these limits will be treated as Hold Baggage.

### EXCESS BAGGAGE

6.4. Passengers shall be required to pay a charge for Hold Baggage in excess of the free baggage allowance set out at clause 6.1, at the Carrier's standard excess Hold Baggage rates in force from time to time, a copy of which are available on request.

### ARTICLES UNACCEPTABLE AS BAGGAGE

6.5. The Passenger shall not include in his Baggage articles which are unacceptable to the Carrier.

Information about unacceptable articles is available from the Carrier on request. Unacceptable articles include, but are not limited to, the following:

- (a) articles which are likely to endanger the Vessel or persons or property on board the Vessel, including (but without limitation) explosives, compressed gases, corrosives, oxidising radio-active or magnetised materials, materials that are easily ignited, poisonous, offensive or irritating substances and liquids;
- (b) Dangerous Goods, which include, but are not limited to, diesel, petrol and flammable solvents;
- (c) articles, which in the opinion of the Carrier, are unsuitable for Carriage because they are hazardous, dangerous or unsafe by reason of their weight, size or character;
- (d) live animals, except dogs that may be accepted for Carriage subject to the provisions of clause 6.24; and
- (e) fragile or perishable articles, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples, unless such items are deposited pursuant to clause 8.4.

6.6. If the Passenger is in possession of, or if his Baggage includes any firearms or ammonitions, he shall present them to the Carrier for inspection prior to commencement of Carriage and the Carrier may, at its sole and absolute discretion, decide to accept such articles as Hold Baggage. If the Carrier accepts such articles for Carriage it may require them to be delivered to and remain in its custody until the Passenger's arrival at the place of disembarkation.

### RIGHT TO REFUSE CARRIAGE OF BAGGAGE

6.7. The Carrier will refuse Carriage as Baggage of any articles described in clause 6.5 and may refuse further Carriage of any Baggage containing such articles on discovering that it consists of or includes any such articles.

6.8. The Carrier reserves the right to refuse the Carriage of any other articles which it reasonably believes to be unsuitable or dangerous.

6.9. If any articles identified in clause 6.5 are included in a Passenger's Baggage, the Carrier shall not be liable for any loss or damage to such Baggage.

### RIGHT OF SEARCH

6.10. The Carrier may request that the Passenger allow a search be made of his person and/or Baggage, and the Carrier may search the Passenger's Baggage in his absence if the Passenger is not available for such permission to be sought, for the purposes of determining whether he is in possession of or whether his Baggage contains any articles described in clause 6.5 above or any firearms or ammonitions which have not been presented to the Carrier in accordance with clause 6.6. If the Passenger is unwilling to comply with such a request the Carrier may refuse to carry the Passenger and/or his Baggage and in that event the Carrier will not refund any fare, charges or taxes paid by the Passenger and shall be under no liability to the Passenger.

### FREIGHT

6.11. The Passenger shall not include in his Baggage the following articles which may be carried as freight subject to the Carrier's freight conditions of carriage:

- (a) one piece of Baggage which weighs more than 20kilos;
- (b) Dangerous Goods;

(c) live animals, other than those identified at clause 6.24.

6.12. The Carrier considers the following articles to be freight and such articles may only be carried as freight subject to the Carrier's freight conditions of carriage:

- (a) any unaccompanied baggage;
- (b) boats, canoes and trailers;
- (c) cars;
- (d) caravans;
- (e) large quantities of food and drink; and
- (f) camping equipment.

### HOLD BAGGAGE

6.13. Upon placing the Baggage in the Carrier's container, the Carrier shall take custody of such Baggage. No Baggage may be placed in the Carrier's container unless the Passenger is accompanying such Baggage on the relevant Vessel as identified in the Travel Pass.

6.14. All Hold Baggage must be clearly labelled with the Passenger's name, the booking reference set out on the Travel Pass and, in the case of Hold Baggage arriving at the Isles of Scilly, the name of the island to which the Passenger is travelling, or, in the case of Hold Baggage arriving at Penzance, the Passenger's mainland address.

6.15. In the case of Hold Baggage arriving at St Mary's on the Isles of Scilly, third party service providers may offer services to deliver Hold Baggage to an address of the Passenger's choice if the Passenger pays the relevant fee. The terms and conditions of the third party services provider will apply. The Carrier is not liable for the acts or omissions of the third party provider of such service.

6.16. Third party service providers may offer services to deliver Hold Baggage from St Mary's to St Martin's, Bryher, Tresco or St Agnes on the Isles of Scilly, subject to the payment of the relevant fee. The terms and conditions of the third party services provider will apply. The Carrier is not liable for the acts or omissions of the third party provider of such service.

6.17. The Carrier may refuse to accept Baggage as Hold Baggage if, in the Carrier's reasonable opinion, it is considered to be improperly packed, or in an unsuitable container to ensure safe Carriage with ordinary care in handling.

6.18. Hold Baggage will be carried on the same Vessel as the Passenger unless the Carrier decides that this is impracticable, unsafe, unsecure or for operational reasons.

### COLLECTION, DELIVERY AND RISK IN BAGGAGE

6.19. The Passenger shall collect Hold Baggage as soon as it is available for collection at the port of disembarkation set out on the Travel Pass.

6.20. Baggage shall be at the sole risk of the Passenger as soon as it is made available for collection at the port of disembarkation set out on the Travel Pass.

6.21. The Carrier may only deliver the Hold Baggage to a Passenger on condition that he establishes to the Carrier's satisfaction he is entitled to such Hold Baggage, and if required by the Carrier, such person shall supply to the Carrier sufficient evidence to establish his rights to the Hold Baggage.

### UNCLAIMED BAGGAGE

6.22. If a Passenger fails to collect Hold Baggage within a reasonable time the Carrier may charge the Passenger a storage fee.

6.23. In the event that the Passenger does not collect the Hold Baggage from storage within three (3) months of it being made available, title in such Hold Baggage shall be deemed to pass to the Carrier who may make such arrangements for the sale of the Hold Baggage and out of the proceeds of sale retain all moneys due to it from the owner in respect of the expenses incurred in accordance with clause 6.22.

### PETS AND GUIDE DOGS

6.24. Dogs, excluding Guide Dogs and Assistance Dogs, may be accepted for Carriage, subject to the payment of the relevant fee (unless otherwise agreed in writing by the Carrier), provided that they are kept on a lead at all times and are identified on the Passenger's Travel Pass. Passengers must notify the Carrier at the time he requests a booking or submits the Booking Form that he would like to transport dogs. Passengers are responsible for providing all necessary documentation for the Carriage of dogs by sea. For the avoidance of doubt, dogs are not permitted in the buffet area or lower deck area of the Vessel.

6.25. Subject to availability, Guide Dogs and Assistance Dogs may be carried free of charge on the Vessel. If a Passenger wishes to travel with a Guide Dog or Assistance Dog, they must notify the Carrier at the time of requesting a booking or submitting a Booking Form.

6.26. Acceptance of the Carriage of dogs, Guide Dogs or Assistance Dogs is subject to the condition that the Passenger assumes full responsibility for such dog.

The Carrier shall not be liable for injury to or loss, sickness or death of any such pet or dog, unless caused by the Carrier's negligence and the Carrier shall not be liable for any delay caused by such pet or dog.

### REMOVAL OF ARTICLES

6.27. The Carrier is not responsible for, nor shall have any liability in respect of, any search carried out in accordance with clause 6.10 and any articles that are removed from Baggage for security purposes.

### HUMAN REMAINS

6.28. The Carriage of human ashes is only permitted in the event that the Passenger obtains the Carrier's prior written consent and the ashes are packed in a secure container.

**6.29.** A copy of the death certificate and cremation certificate should accompany the ashes. The Carrier's staff must be informed that the Baggage contains human ashes on check-in.

## 7. DANGEROUS GOODS

**7.1.** The Carrier shall be under no obligation to receive or to carry Dangerous Goods without having expressly agreed to do so in writing in advance. If the Carrier does agree to carry any Dangerous Goods, such goods shall be carried as freight and will be subject to the Carrier's freight conditions of carriage.

**7.2.** The Passenger shall provide the Carrier with all information required as to the necessary precautions to take in respect of Dangerous Goods and shall affix to the Baggage all necessary notices to comply with applicable regulations and legislation in order to indicate that the Baggage contains Dangerous Goods, in the absence of which the Carrier shall have an absolute right to refuse Carriage of such Baggage.

**7.3.** Carriage of Dangerous Goods shall at all times be at the sole risk of the Passenger. The Carrier shall be entitled, at its sole discretion, to disembark, destroy or otherwise render innocuous any Dangerous Goods without liability to compensate the Passenger for any resulting loss. In such event, the Passenger shall be responsible for the costs and expenses incurred by the Carrier in taking such action.

## 8. ATHENS CONVENTION

**8.1.** Passengers are advised that the provisions of the Athens Convention are applicable.

**8.2.** The Athens Convention in most cases limits the Carrier's liability for death or personal injury or loss of or damage to Baggage and makes special provision for valuables.

**8.3.** The Athens Convention presumes that Baggage has been delivered undamaged unless written notice is given to the Carrier:

(a) in the case of apparent damage, before or at the time of disembarkation or redelivery, or  
(b) in the case of damage which is not apparent or of loss of Baggage, within 15 days from the date of disembarkation or redelivery, or from the time when such redelivery should have taken place. Passengers are not required to give notice in accordance with this clause

**8.3.** if the Baggage has been the subject of a joint survey or inspection.

**8.4.** The Carrier shall not be liable for the loss of or damage to money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples unless the Passenger has obtained the Carrier's prior approval and has deposited them with the Carrier on the Vessel for the purpose of safekeeping.

**8.5.** Any action for damages arising out of the death of or personal injury to a Passenger or for the loss of or damage to Baggage shall be time-barred after a period of two years. The limitation period shall be calculated as follows:

(a) in the case of personal injury, from the date of disembarkation of the Passenger;  
(b) in the case of death occurring during Carriage, from the date when the Passenger should have disembarked, and in the case of personal injury occurring during Carriage and resulting in the death of the Passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation;  
(c) in the case of loss or damage to Baggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

**8.6.** The law of the Court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action be brought after the expiration of any one of the following periods of time:

(a) a period of five years beginning with the date of disembarkation of the Passenger or from the date when disembarkation should have taken place, whichever is later, or if earlier;  
(b) a period of three years beginning with the date when the Passenger knew or ought reasonably to have known of the injury, loss or damage caused by the incident.

**8.7.** Except as provided for within the Athens Convention, the Carrier shall not be liable for any loss, damage or expense suffered by or relating to Passengers, Baggage or animals howsoever caused.

**8.8.** Subject to the provisions of the Athens Convention, every right, exemption, limitation, condition and liberty contained in these conditions shall extend to protect every servant, agent and independent contractor of the Carrier. The Carrier acts as agent or trustee on behalf of and for the benefit of all such persons and they shall, for the purposes of these conditions, be parties to any Contract covered by these conditions.

## 9. LIMITATION OF LIABILITY

**9.1.** Subject to the provisions of clause 8, the following provisions set out the entire financial liability of the Carrier (including any liability for the acts or omissions of its servants, agents and sub-contractors) to the Passenger in respect of:

(a) any breach of these conditions; and  
(b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

**9.2.** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent

permitted by law, excluded from the Contract.

**9.3.** Nothing in these conditions excludes or limits the liability of the Carrier:

(a) for death or personal injury caused by the Carrier's negligence; or  
(b) for death or personal injury or loss of or damage to Baggage under the Athens Convention; or  
(c) under section 2(3), Consumer Protection Act 1987; or  
(d) for any matter which it would be illegal for the Carrier to exclude or attempt to exclude its liability; or  
(e) for fraud or fraudulent misrepresentation.

**9.4.** Subject to the provisions of clauses 9.2 and 9.3, the Carrier shall not be liable to the Passenger for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract including, but not limited to:

(a) loss of use of Baggage; and  
(b) misdelivery of Baggage.

**9.5.** The Carrier's total liability to the Passenger in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the limits specified in the Athens Convention.

## 10. SCHEDULES, DELAYS AND CANCELLATIONS

**10.1.** The Carrier will provide information, support and compensation in the event of delay or cancellation in accordance with Regulation (EU) No 1177/2010.

**10.2.** The Carrier undertakes to use reasonable endeavours to carry the Passenger and his Baggage at the time shown in the Travel Pass. The Carrier may need to change the scheduled sailing time after it has issued a Travel Pass. If the Passenger has provided the Carrier with contact details, the Carrier will endeavour to notify the Passenger of changes by such means.

**10.3.** The Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by its servants, agents or representatives of the Carrier as to the dates or times of departure or arrival.

### CANCELLATION AND DELAY

**10.4.** In the event of any cancellation or delay, the Carrier will endeavour to inform the Passenger as soon as possible, no later than 30 minutes after the scheduled time of departure. The Carrier will also inform the Passenger of the estimated time of departure and arrival time as soon as that information is available.

**10.5.** In the event of cancellation or delay reasonably expected to exceed 90 minutes, the Passenger shall be offered free of charge snacks, meals or refreshments in reasonable relation to the waiting time, provided they are available or can reasonably be supplied.

**10.6.** In the event of cancellation or delay where a stay of one or more nights becomes necessary, the Carrier shall offer Passengers, free of charge, adequate accommodation and transport to and from the port terminal and place of accommodation. This clause shall not apply where the cancellation or delay is caused by Extreme Weather Conditions endangering the safe operation of the Vessel.

**10.7.** In the event of cancellation or delay exceeding 90 minutes, Passengers will be offered a choice between:

(a) re-routing under comparable travel conditions as set out in the Travel Pass at the earliest opportunity and at no additional cost; or  
(b) a refund of the price of the Travel Pass and, if relevant, a return service free of charge to the first point of departure, as set out in the Travel Pass, at the earliest opportunity.

**10.8.** Refunds in accordance with clause 10.7(b) shall be made within 7 days in cash, by electronic bank transfer, bank order or bank cheque at the full cost of the Travel Pass at the price at which it was purchased, for the part or parts of the journey not made, and for the part or parts already made where the journey no longer serves any purpose in relation to the Passenger's original travel plan.

### COMPENSATION FOR DELAY

**10.9.** Without losing the right to transport, the Passenger may request compensation from the Carrier if he incurred a delay in arrival at the final port of disembarkation set out in the Travel Pass. The minimum level of compensation shall be 25% of the price of the Travel Pass for a delay of at least:

(a) 1 hour for a scheduled journey of up to 4 hours; or  
(b) 2 hours in the case of a scheduled journey of more than 4 hours, but not exceeding 8 hours. If the delay exceeds double this time, the compensation shall be 50% of the price of the Travel Pass.

**10.10.** In the event of Extreme Weather Conditions endangering the safe operation of the Vessel or by extraordinary circumstances hindering performance of the service which could not have been avoided even if all reasonable measures had been taken, the Passenger shall have no right to request compensation.

## 11. PASSENGER LIABILITY

**11.1.** The Passenger shall be liable to and shall reimburse the Carrier for all damage to the Vessel and its furnishings and equipment, or any property of the Carrier, caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger.

**11.2.** The Carrier shall have a general lien on all Baggage accompanying the Passenger and the right to sell the same for all liabilities whatsoever of the Passenger under this Contract or otherwise and for the cost and expenses of enforcing such a lien and of such a sale.

## 12. GROUND TRANSFER SERVICE

Unless otherwise confirmed by the Carrier, the Carrier does not maintain, operate or provide any Ground Transfer Services between ports and town centres. However, the Carrier may make arrangements for Passengers with third parties to provide such services and the Carrier may take payment for those services and identify such services on the Travel Pass. The Carrier will be the Passenger's agent in respect of such services and the terms and conditions of the third party services provider will apply. The Carrier is not liable for the acts or omissions of the operator of such Ground Transfer Services.

## 13. EVENTS OUTSIDE OUR CONTROL

The Carrier cannot accept liability for any losses, damages or expenses arising or any consequential losses howsoever caused as a result of the cancellation, diversion or delay of the Vessel caused by a 'force majeure event', or event outside of its control, such as Extreme Weather Conditions, unforeseen technical breakdown to the Vessel or port facilities, strike action or blockade of ports. In these situations the Carrier's liability will be limited to a refund of the appropriate portion of fare.

## 14. SAFETY AND SECURITY

Passengers shall ensure that they observe and comply with all regulations and notices relating to the safety and security of the Vessel, its crew, other Passengers, any other person on board the Vessel and any other rules and notices relating to safety and security at the port of departure or disembarkation.

## 15. SMOKING AND ALCOHOL

**15.1.** Smoking is only permitted in the designated areas on the Vessel.

**15.2.** Passengers are not permitted to consume alcohol that has not been purchased on board the Vessel.

The Carrier reserves the right to confiscate any alcohol brought on board the Vessel without any liability to the Passenger.

## 16. PERSONAL DATA

**16.1.** The Passenger shall provide personal data to the Carrier for the purpose of reserving a crossing, purchasing a Travel Pass, communicating, accounting, billing, auditing (checking credit or other payment cards), administrative and legal purposes, statistical analysis, obtaining, developing and providing additional services, security, immigration, customs and entry procedures and making such information available to government officials. By providing its personal data, the Passenger consents to the Carrier processing the personal data for these purposes and disclosing the personal data to the Carrier's Authorised Agents and other members of its group (which means the Carrier's subsidiaries, ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006).

**16.2.** The Carrier may contact existing Passengers by electronic means (e-mail or text) with information about crossings and services similar to those which were the subject of a previous sale to the Passengers.

## 17. MODIFICATION AND WAIVER

**17.1.** No agent, employee or unauthorised representative of the Carrier has authority to alter, modify or waive any provision of these conditions.

**17.2.** No failure or delay by the Carrier to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. **17.3.** No variation of the Contract shall be effective unless it is in writing and signed by an authorised representative of the parties.

## 18. SEVERANCE

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

## 19. ASSIGNMENT

**19.1.** The Carrier may assign the Contract or any part of it to any person, firm or company.

**19.2.** The Passenger shall not be entitled to assign the Contract or any part of it without the Carrier's prior written consent.

## 20. GOVERNING LAW AND JURISDICTION

Unless otherwise provided by the Athens Convention or any other applicable law, government regulations, orders or requirements:

(a) these conditions and any Carriage the Carrier agrees to provide to the Passenger shall be governed by the laws of England and Wales; and

(b) any dispute between the Carrier and the Passenger concerning or arising out of the Contract shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

Last updated: 11 December 2014