SCILLONIAN CONDITIONS OF CARRIAGE

ISLES OF SCILLY Travel

BACKGROUND

These are the conditions on which the Carrier sells travel by sea to Passengers (all as defined below) via its website, by email or by telephone. If a Passenger is a Travel Club Card holder, a patient being transported by the NHS or a shareholder of Isles of Scilly Steamship Company Limited separate conditions of carriage shall apply.

1. INTERPRETATION

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

Athens Convention: Athens Convention relating to the Carriage of Passengers and their Luggage by Sea of 13 December 1974, as amended by the 2002 Protocol.

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.

Booking Form: the relevant booking form including the details provided by the Passenger or their authorised agent, setting out their request for Carriage, as recorded either in writing or via any relevant software in use.

Carrier: Isles of Scilly Shipping Company Limited (5012204) whose registered office is at Steamship House, Quay Street, Penzance, Cornwall, TR18 4BZ.

Carriage: the carriage of the Passenger and Luggage by the Carrier by sea.

Contract: any contract between the Carrier and the Passenger for Carriage, incorporating these conditions which shall be formed in accordance with clause 2.7.

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.

Hand Luggage: any Luggage which is not Hold Luggage.

Hold Luggage: The Luggage placed in containers which the Carrier takes sole custody of during the Carriage.

Luggage: any personal property accompanying the Passenger which is 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.

Off Island Luggage Tag: the off island luggage tag provided by the Carrier for identification of the Passenger's Hold Luggage to either St Martin's, Bryher, Tresco or St Agnes on the Isles of Scilly.

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

Regulation: EU1177/2010 Maritime Passenger Rights Regulation (as amended by the Merchant Shipping (Passenger Rights) (Amendment) (EU Exit) Regulations 2019).

SDR: A Special Drawing Right as defined by the International Monetary Fund. Special Drawing Rights are a financing instrument created by the International Monetary Fund in 1969 in order to supplement its member countries' official reserves. The value is based on a basket of five currencies and Special Drawing Rights can be exchanged for freely useable currencies. The equivalent value of Special Drawing Rights in Euros can be found at https://www.imf.org/en/Topics/special-drawing-right

Tariff: fares and charges, published from time to time by the Carrier.

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

Unaccompanied Luggage: Any Luggage carried by the Carrier on a Vessel which is not accompanied by a Passenger.

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.

2. APPLICATION OF TERMS

GENERAL

2.1. These conditions relate to the Carriage of Passengers and their Luggage by sea. All other goods, including those identified at clauses 10.12 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, or their agents, 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 they have 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 Booking Confirmation and a copy of these conditions.

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 Booking Confirmation. The Tariffs applicable to the Contract are those in force at the date on which the Booking Confirmation 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 Booking Confirmation. 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 by submitting a Booking Form. Time for payment shall be of the essence. Full payment is required at the time of booking unless otherwise agreed in writing by the Carrier.

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

FLEXI TICKETS

3.5 Flexi tickets are only available at the time of booking and are valid for 12 months from the date of purchase. Flexi tickets are not available for day trips. Once purchased, flexi tickets are non-refundable (after the 24 hour cooling off period). Flexi tickets allow changes/amendments without fees (although fare difference must be paid). No changes are permitted within 48 hours of travel.

DAY TRIP PASSENGERS

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

3.7 Passengers who have paid for a day trip Booking Confirmation shall be required to return on the date specified on the Booking Confirmation. If Passengers do not return on the date specified on the Booking Confirmation, the Passenger may be required to pay the full fare for a new Booking Confirmation. For the avoidance of doubt, the fare for a new Booking Confirmation must be paid in advance of the new sailing date.

PASSENGER AMENDMENTS AND CANCELLATIONS

3.8. Unless a flexi ticket has been purchased, any changes including but not limited to, sailing dates, times and Passenger names may be changed by Passengers, subject to the payment of an amendment fee which will be subject to a minimum of £20 per Booking Confirmation. Such changes can be made up to 48 hours prior to the scheduled departure date by notifying the Carrier in writing, by telephone or via email. In the event that the notice to change the Booking Confirmation is provided more than 14 days before the first scheduled sailing time set out on the Booking Confirmation, the amendment fee will be 10% of the total Tariff (excluding any sums paid for insurance) paid by the Passenger; if the notice to change the Booking Confirmation is provided less than 14 days before the first scheduled sailing time set out on the Booking Confirmation, the amendment fee will be 20% of the total Tariff (excluding any sums paid for insurance) paid by the Passenger. For the avoidance of doubt, no changes to the Booking Confirmation can be made if the notice is provided within 48 hours before the first scheduled sailing time set out on the Booking Confirmation;

3.9. Passengers may cancel a Booking Confirmation provided that prior notice is provided to the Carrier either in writing, via email or by telephone.

If a Passenger wishes to cancel a Booking Confirmation, refunds will be calculated in accordance with the following:

- 100% refund if cancelled within 24 hours of booking;

- 25% refund if cancelled prior to 14 days before the first scheduled sailing time set out on the Booking Confirmation;

- no refund will be payable to the Passenger if notice to cancel a Booking Confirmation is provided within 14 days of the first scheduled sailing time set out on the Booking Confirmation.

3.10. The refund due to the Passenger (as calculated in accordance with clause 3.9) 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.

3.11. Our Customer Service team can provide written evidence for your travel insurance company should this be required.

3.12 If a Passenger becomes ill and cannot travel, the Carrier will normally ask for a medical certificate to confirm their illness. The Carrier will then normally enable the Passenger to travel at a later date provided there is availablity at the fare paid. If other members of the Passenger's immediate family were travelling on the same booking, the Carrier may apply the same flexibility to their reservations as well. If more expensive sailings are selected than those originally booked, any difference in fare will be payable but no change fee will apply.

4. CHECK-IN AND BOARDING

CHECK-IN DEADLINES

4.1. Unless otherwise notified to the Passenger in writing (by post, text or email) 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 Booking Confirmation 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 their Luggage if it notifies the Passenger in writing that it shall not carry such Passenger and/or their Luggage.

5.2. The Carrier may also refuse Carriage, outbound or return Carriage, or may cancel a Booking Confirmation, 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 themself or to other Passengers, the Carrier's employees or property;

(c) that the conduct or attire of the Passenger towards the Carrier's employees, servants or agents (whether in person, via communications or social media); or towards other Passengers has caused, or is reasonably likely to cause, offence to those other individuals;

(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 Booking Confirmation that has not been issued to them 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.

(j) that a group of passengers (i.e., Stag/Hen Parties) may become a nuisance or disrupt the customer experience of other passengers

(k) that the passenger has acted against Isles of Scilly Steamship Group's 'Zero-Tolerance' policy.

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 Booking Confirmation. The Passenger will not be entitled to further Carriage or any refund in respect of the Booking Confirmation 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.

6. DISABLED PERSONS

Disabled persons and persons with reduced mobility.

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

6.2. 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.

6.3. 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 Booking Confirmation. If the Carrier is unable to meet such requirements, it will make all reasonable efforts to propose an acceptable alternative method of transport.

6.4. If a disabled person or person with reduced mobility is issued with a Booking Confirmation but is later refused Carriage pursuant to clause 5.2, that person, and any accompanying person referred to in clause 6.5 shall be offered the choice between:

(a) reimbursement within 7 days for the full cost of the Booking Confirmation, 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 Booking Confirmation, 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 Booking Confirmation, under comparable travel conditions, at a later date at the Passenger's convenience, subject to availability.

6.5. If the Carrier issues a Booking Confirmation 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 may be carried free of charge provided that they notify the Carrier at the time of submitting a Booking Form and provide sufficient documentary evidence as is reasonably requested by the Carrier. Only one carer ticket is available per family or booking. Any person travelling free of charge pursuant to this clause shall not be entitled to reimbursement in accordance with clause 6.4 (a).

6.6. Access to the Vessel is provided by a gangway and is not suitable for electric wheelchairs. The Carrier will provide manual wheelchairs and access onto the Vessel must be made by such means. In the event that manual wheelchairs are not available, the Carrier may request that the Passenger accesses the Vessel on foot with the assistance of one of the Carrier's staff. Tidal conditions may influence the gradient of the gangway and access points to the Vessel. A Passenger with reduced mobility may be able to board the Vessel, but due to tidal changes, may not be able to disembark the Vessel or re-embark the Vessel for the return sailing. For the avoidance of doubt, electric wheelchairs or mobility scooters will be carried free of charge on the Vessel, at the owner's risk, and will be made available to the Passenger at the port of disembarkation.

6.7. The Vessel is fitted with:

(a) a person only stair-lift (which may only be used when sailing conditions permit safe usage) 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 (which may only be used whilst the Vessel is stationary in port) 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.

7. UNACCOMPANIED MINORS

7.1. 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 responsible adult. Please complete the young traveller declaration form if you would like a responsible adult to travel with your child.

8. PREGNANT WOMEN

8.1. Subject to any right to refusal contained in 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 up to and including 36 weeks pregnant at the time of the scheduled return service, provided that a valid doctor's or midwife's certificate is issued.

8.2. The Carrier will not accept the Carriage of pregnant women who are over 37 weeks pregnant at the time of the scheduled departure date.

9. MEDICAL CONDITIONS, MENTAL OR PHYSICAL IMPAIRMENT.

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 scheduled date of departure.

10. LUGGAGE

HOLD LUGGAGE ALLOWANCE

10.1. No Hold Luggage allowance is permitted for Passengers who have a day trip Booking Confirmation only

10.2. Each Passenger may transport free of charge, either:

(a) two pieces of Hold Luggage with a combined weight of 25 kilos; or

(b) a single piece of Hold Luggage which does not weigh more than 20 kilos.

10.3. Tools or other work equipment are classed as excess luggage and tariffs must be paid accordingly.

HAND LUGGAGE ALLOWANCE

10.3. Hand Luggage is only acceptable if it is smaller than 55 x 40 x 20 cm and does not weigh more than 5 kilos. Any Luggage which exceeds these limits will be treated as Hold Luggage. The following items may be accepted as part of a Passenger's Hand Luggage allowance and the Carrier will not apply a charge for these items, but they may not be carried aboard the Vessel and must be placed into a Hold Luggage container in a hard protective case and clearly marked and labelled as "fragile": (a) fishing rods; and (b) musical instruments.

EXCESS LUGGAGE

10.4. Passengers shall be required to pay a charge for Hold Luggage in excess of the free Luggage allowance set out at clause 10.2, at the Carrier's standard excess Hold Luggage rates in force from time to time, a copy of which are available on request. The Carrier may refuse the carriage of any articles which exceed the Hold Luggage allowance set out at clause 10.2 or are articles which the Carrier does not consider, acting reasonably, suitable for carriage as Hold Luggage and the carrier may require that such items be carried as freight in accordance with its freight conditions of carriage.

ARTICLES UNACCEPTABLE AS LUGGAGE

10.5. The Passenger shall not include in their Luggage 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 radioactive 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 may not be carried as or within Luggage. Live animals

may only be carried as freight in accordance with the Carrier's freight conditions of carriage. Pets, Guide Dogs & Assistance Dogs may be carried on the Vessel subject to the provisions of clause 10.25, 10.26 and 10.27;

(e) items of food and drink should not be carried as Hold Luggage;

(f) items not appropriately wrapped or contained for shipping – the Carrier reserves the right not to carry any such items it deems unfit for shipping; and

(g) tools, household appliances, machine parts, furniture and articles intended for commercial use. Such articles may be carried as freight and the Passenger may contact the Carrier's Customer Services for further information.

10.6. If the Passenger is in possession of, or if their Luggage includes any firearms or ammunitions, they 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 Luggage. 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.

10.7. The Passenger shall not include fragile or perishable articles, expensive electronic equipment (such as mobile telephones, pagers, tablets, laptop computers, portable recorders, CD players, electronic games or transmitting devices), money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples in their Hold Luggage. Such items shall only be carried by Passengers as Hand Luggage and shall always be packed in suitable protective containers and comply with the size restrictions set out at clause 10.3. The Carrier reserves the right to refuse the Carriage of any such items which are not packed in suitable protective containers.

RIGHT TO REFUSE CARRIAGE OF LUGGAGE

10.8. The Carrier will refuse Carriage as Luggage of any articles described in clause 10.5, 10.6 and 10.7 and may refuse further Carriage of any Luggage containing such articles on discovering that it consists of or includes any such articles.

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

10.10. If any articles identified in clause 6.5 are included in a Passenger's Luggage, the Carrier shall not be liable for any loss or damage to such Luggage and the Passenger may be liable for any loss or damage caused to the Luggage belonging to other passengers.

RIGHT OF SEARCH

10.11. The Carrier may request that the Passenger allow a search be made of their person and/or Luggage, and the Carrier may search the Passenger's Luggage in their absence if the Passenger is not available for such permission to be sought, for the purposes of determining whether they are in possession of, or whether their Luggage contains, any articles described in clause 10.5 above or any firearms or ammunitions which have not been presented to the Carrier in accordance with clause 10.6. If the Passenger is unwilling to comply with such a request the Carrier may refuse to carry the Passenger and/or their Luggage 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

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

(a) one piece of Luggage which weighs more than 20kilos;

(b) Dangerous Goods;

(c) live animals, other than Pets, Guide Dogs & Assistance Dogs.

10.13. 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 Luggage;

(b) boats, canoes and trailers;

(c) vehicles, including but not limited to cars, motorbikes, vans, quads, and golf buggies

(d) caravans;

(e) large quantities of food and drink;

(f) camping equipment;

(g) leisure and sporting equipment, including but not limited to golf clubs and fishing rods; and

(h) push bikes;

(i) tools and equipment

HOLD LUGGAGE

10.14. Upon placing the Hold Luggage in the Carrier's container, the Carrier shall take custody of such Luggage. No Luggage may be placed in the Carrier's container unless the Passenger is accompanying such Luggage on the relevant Vessel as identified in the Booking Confirmation.

10.15. All Hold Luggage must be clearly labelled with the Passenger's name, valid contact telephone number, the booking reference set out on the Booking Confirmation and, in the case of Hold Luggage arriving at the Isles of Scilly, the name of the island to which the Passenger is travelling, or, in the case of Hold Luggage arriving at Penzance, the Passenger's mainland address.

10.16. In the case of Hold Luggage arriving at St Mary's on the Isles of Scilly, third party service providers may offer services to deliver Hold Luggage 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.

10.17. Third party service providers may offer services to deliver Hold Luggage 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.

10.18. The Carrier may refuse to accept Luggage as Hold Luggage 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.

10.19. Hold Luggage 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 LUGGAGE

10.20. The Passenger shall collect Hold Luggage as soon as it is available for collection at the port of disembarkation set out on the Booking Confirmation.

10.21. Luggage 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 Booking Confirmation.

10.22. The Carrier may only deliver the Hold Luggage to a Passenger on condition that they establish to the Carrier's satisfaction they are entitled to such Hold Luggage, and if required by the Carrier, such person shall supply to the Carrier sufficient evidence to establish their rights to the Hold Luggage.

UNCLAIMED LUGGAGE

10.23. If a Passenger fails to collect their Hold Luggage on the day of disembarkation then the Carrier may charge the Passenger a storage fee

10.24. In the event that the Passenger does not collect the Hold Luggage from storage within 12 weeks of it being made available, title in such Hold Luggage shall be deemed to pass to the Carrier who may make such arrangements for the sale of the Hold Luggage 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 10.22.

PETS, GUIDE DOGS AND ASSISTANCE DOGS

10.25. 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 Booking Confirmation. If the Carrier agrees to the Carriage of a dog, the Passenger agrees to comply with the Carrier's dog owner requirements, a copy of which is available on request or can be viewed at www.islesofscilly-travel.co.uk/plan-your-trip/pets/. Any other household pets must be transported in a secure container which is safe and comfortable for the animal concerned. The Passenger is responsible for cleaning up after their pets (including dogs) and the Carrier reserves the right to charge the Passenger a fee for the cost incurred of cleaning the vessel as a result of transporting their pets. 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 by any animal (including but not limited to pets and dogs) travelling with that Passenger. Passengers must notify the Carrier at the time they request a booking or submit the Booking Form that they would like to transport dogs. For the avoidance of doubt, dogs are not permitted in the lower saloon, main deck café & table seating areas of the Vessel.

10.26. 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.

10.27. 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

10.28. The Carrier is not responsible for, nor shall have any liability in respect of, any search carried out in accordance with clause 10.11 and any articles that are removed from Luggage for security purposes.

HUMAN REMAINS

10.29. 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.

10.30. A copy of the death certificate and cremation certificate should accompany the ashes. The Carrier's staff must be informed that the Luggage contains human ashes on check–in.

11. DANGEROUS GOODS

11.1. The Carrier shall be under no obligation to receive or to carry Dangerous Goods without having expressly agreed to do so in writing by post or email. 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.

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

11.3. 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.

12. ATHENS CONVENTION

12.1. Passengers are advised that the provisions of the Athens Convention are applicable.

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

12.3. The Athens Convention presumes that Luggage has been delivered undamaged unless a written notice and photograph 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 loss of Luggage, 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 12.3. if the Luggage has been the subject of a joint survey or inspection with the Carrier and Passenger.

12.4. 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.

12.5. Any action for damages arising out of the death of or personal injury to a Passenger or for the loss of or damage to Luggage 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 Luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

12.6. 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.

12.7. 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, Luggage or animals howsoever caused.

12.8. 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.

13. LIMITATION OF LIABILITY

13.1. Subject to the provisions of clause 12, 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.

13.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.3. 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 Luggage under the Athens Convention; or

(c) for any matter which it would be illegal for the Carrier to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

13.4. Subject to the provisions of clauses 13.2 and 13.3, 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 Luggage;

(b) misdelivery of Luggage; and

(c) breakdown or delay.

13.5. 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.

14. SCHEDULES, DELAYS AND CANCELLATIONS

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

14.2. The Carrier undertakes to use reasonable endeavours to carry the Passenger and their Luggage at the date and time shown in the Booking Confirmation. The Carrier may need to change the scheduled sailing date and time after it has issued a Booking Confirmation. If the Passenger has provided the Carrier with contact details, the Carrier will endeavour to notify the Passenger of changes by such means.

14.3. 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

14.4. 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 date and 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.

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

14.6. In the event of cancellation or delay where a stay of one or more nights becomes necessary, the carrier will reimburse costs of accommodation subject to a nightly maximum value of £70 and for up to 3 nights in accordance with Regulation (EU) No 1177/2010. This clause shall not apply where the cancellation or delay is caused by Extreme Weather Conditions endangering the safe operation of the Vessel.

14.7. 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 Booking Confirmation at the earliest opportunity and at no additional cost; or

(b) transfer to Skybus but the difference in fare is payable; or

(c) a refund of the price of the Booking Confirmation and, if relevant, a return service free of charge to the first point of departure, as set out in the Booking Confirmation, at the earliest opportunity.

14.8. Refunds in accordance with clause 14.7 (c) shall be made within 7 days of the date requested by electronic bank transfer or via a device used to process credit or debit card transactions, at the full cost of the Booking Confirmation 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. The Passenger must contact the Carrier in writing to request a refund in accordance with clause 14.7(c).

COMPENSATION FOR DELAY

14.9. Without losing the right to transport, the Passenger may request compensation from the Carrier if they incurred a delay in arrival at the final port of disembarkation set out in the Booking Confirmation. The minimum level of compensation shall be 25% of the price of the Booking Confirmation for a delay of at least 1 hour for a scheduled journey of up to 4 hours.

14.10. 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.

15. PASSENGER LIABILITY

15.1. 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.

15.2. The Carrier shall have a general lien on all Luggage 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.

16. 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 Booking Confirmation. 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.

17. 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.

18. 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.

19. SMOKING AND ALCOHOL

19.1. Smoking and the use of electronic cigarettes or vaping devices is not permitted on the Vessel.

19.2. 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.

20. PERSONAL DATA

20.1. The Passenger acknowledges and agrees that their personal data will be processed in accordance with, and for the purposes set out in, the Carrier's Privacy Policy which can be accessed at www.islesofscilly-travel.co.uk/privacy-and-cookie-policy or a copy is available on request.

21. MODIFICATION AND WAIVER

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

21.2. 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.

21.3. No variation of the Contract shall be effective unless it is in writing and signed by an authorised representative of the parties.

22. 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.

23. ASSIGNMENT

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

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

24. 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.

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