

WIGHTLINK

PART OF
**ISLAND
LIFE**

GENERAL CONDITIONS FOR PROVISION OF FERRY SERVICES



PLEASE READ THESE CONDITIONS CAREFULLY
They apply to the carriage of all passengers, vehicles
and goods on our ferries.

Valid from 1st February 2016

1 What particular words and expressions mean in these conditions:

Athens Convention - the convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (as amended by the 2002 Protocol) and any orders made under it;

authorised agent: any **person** appointed by **us** to distribute, sell or make available **tickets** or make **bookings** for **our sailings**;

booking, book, booked - a booking is a reservation for one or more **passengers** to travel on one or more **sailings** (which may also include the carriage of **vehicles** and **goods** on some or all of the **sailings** in the **booking**);

contract - a contract between **you** and **us** for our **ferry** services which incorporates these **general conditions**;

dangerous goods - anything falling within the definition of 'dangerous goods' in the International Maritime Dangerous Goods (IMDG) Code;

events beyond our control- any event beyond our reasonable control which will include:-

- acts of God, natural disasters, viral outbreak, epidemic, adverse weather conditions, flood, fire or explosions, civil disorder, obstruction to navigation, damage or obstruction to any of our premises, systems or equipment (including any **ferry**), damage or obstruction to any premises, systems or equipment at any **port**, any failure of any systems or equipment at any **port**, labour or trade disputes, terrorist activities, war, any act or omission of government or any other public authority (including law enforcement agencies and any coastguard agency) or any **port** authority, harbour pilot or harbour master or **port** operator; and
- in respect of any **goods**, any lack of or defective marking, labelling, addressing, or packaging and any handling, loading, stowage or unloading of the **goods** by **you** or the consignee exposing them to total or partial loss or damage through breakage, salt or fresh water damage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or natural deterioration;
- actions of any **passengers** or **shippers** including their neglect or default or breach or failure to comply with any provision of their **contract** with **us**;

ferry - any catamaran, ship or other vessel operated by **us** (or by any **person** on our behalf) on any **sailing**;

general conditions – these conditions;

goods - cargo, property, baggage, machinery, equipment and other goods including:-

- any sporting equipment;
- any live animal;
- any non-motorised cycle (such as a bicycle); and
- any boat, craft, cycle or other vehicle (whether it is motorised or not) which is carried on a truck, wagon or **trailer** or other **vehicle** as cargo;
- any wheelchair or other mobility aid, invalid carriage or mobility scooter;
- any medical equipment;

online booking facilities - **our** online **booking** facilities which **we** make available on **our website**;

passenger - means any **person** (other than a member of **our** staff or crew) who:-

- travels on a **sailing**;
- holds a **ticket** for a **sailing**; or
- is **booked** to travel on a **sailing**;

person - any natural person and any company or other incorporated or unincorporated body;

photocard - a card issued by **us** for the purposes of identifying the card holder and which carries a passport size photograph of the card holder;

port - any port or harbour to (or from) which any of **our sailings** operate;

premises - any premises owned, operated or occupied by **us** (or any of our **authorised agents**) including our offices, any passenger lounge or ticket office and any dockside facilities (such as car parks, storage facilities or loading areas) and any dock, pontoon, ramps, gangways and other boarding or loading equipment or facilities;



price - our fees and charges for travel or carriage on a sailing;

regulations - any instructions, rules, stipulations, regulations, guidelines, policies and procedures issued by us which are applicable to **tickets, bookings, sailings, passengers, goods or vehicles** and shall include our product guide as published on our website from time to time setting out details of our all our **ticket** and **booking** types and our other products together with any additional terms and conditions which may apply in respect of them;

route - a route between two **ports** upon which we operate a **ferry**;

sailing - a sailing of a **ferry** on a **route**;

shipper - any **person** (including their employee, sub-contractor or agent), whose **goods** or whose **vehicle** we carry on any **sailing** and who does not travel with the **goods** or **vehicle** on the **sailing** as a **passenger**;

ticket - a ticket we or our authorised agents issue on paper, by fax, by E-mail or electronically to **passengers** which entitles one or more **passengers** (and if applicable, one or more vehicles) to travel on one or more **sailings** and which may include all or any of the following information:-

- your details;
- type of **ticket** or **booking** (for example, standard or economy single or period return);
- details of any **vehicles** included on **your ticket** or in **your booking**;
- the number of additional **passengers** (if any) included on **your ticket** or in **your booking**;
- the **routes** and times of the **sailings** included on **your ticket** or in **your booking**;
- the latest time for check-in for the **sailing** and any special boarding instructions or requirements;
- details of our **prices** for **your ticket** or **booking**;
- any other special conditions or special requirements applicable to **your ticket** or **booking** or to any of the **passengers, goods** or **vehicles** included on **your ticket** or in **your booking**; and

'**ticket**' may include tickets (such as season **tickets** or multiple pass **tickets**) which allow **passengers** to **book** travel on (or to board) multiple **sailings** on one or more **routes** (according to **ticket** type) subject to availability on any particular **sailing**;

trailer - any non-motorised wagon, trailer or caravan;

vehicle - includes:-

- any motorised moped, scooter, motorcycle, motorised tricycle or quad bike;
- any motorised car, van, truck, lorry, tractor or other agricultural, construction, military, passenger or goods vehicle;
- any motorised bus, minibus or coach; and
- any combination of any of the above with any one or more **trailers**, sidecars or other accessories or attachments;

but does not include any **goods**;

website - our website which is available at www.wightlink.co.uk;

Wightlink, we, us, our - Wightlink Limited whose registered office is at Gunwharf Road, Portsmouth. PO1 2LA including our staff and crew;

References in these **general conditions** to '**you**' and '**your**' are references to a **passenger** or a **shipper** and will include any other **person** who purchases a **ticket** or makes a **booking** for or on behalf of any **passenger** or **shipper**;

Any words following the terms **including, include, in particular, for example, such as** or any similar expression are intended to be illustrative and shall not limit the sense of the words, which follow them.

2 Your contract with us for ferry services

- 2.1** When **we** agree to provide our **Ferry** services, **we** are agreeing to do so on the basis of a **contract** between **you** and **us** which comes into force when:-
- 2.1.1 **you** buy a **ticket** from **us** or one of **our authorised agents**;
- 2.1.2 **you** make a **booking** with **us** or one of **our authorised agents**; or
- 2.1.3 anyone does any of these things for **you** on **your** behalf.
- 2.2** The **contract** is governed by:-
- 2.2.1 **your ticket**;
- 2.2.2 any special conditions specified on **your ticket** or otherwise confirmed in writing by **us**;
- 2.2.3 any special conditions applicable to **your ticket** or **booking** which are set out on **our website** or otherwise made available to **you** from **our ticket** offices, from **our** call centre and from our **authorised agents**;
- 2.2.4 in respect of promotional or discounted offers or **prices**, any special conditions relating to the offer contained on **our website** or which are contained or referred to in any marketing or advertising material **we** may issue relating to the offer or which are otherwise made available to **you** from **our ticket** offices, from **our** call centre and from **our authorised agents**;
- 2.2.5 **our regulations**;
- 2.2.6 these **general conditions**.
- 2.3** To the extent there is any conflict between any of the documents listed above, those documents which appear higher up in the list will apply to the **contract** in favour of those lower down in the list.
- 2.4** These **general conditions** supersede all previous editions issued by **us** and may be modified, amended or replaced at any time by **us**.
- 2.5** Any waiver of or variation to any of the terms or conditions in the **contract** shall only be valid if they are agreed by **us** in writing.
- 2.6** When **you** make **your booking** or purchase **your tickets**, you accept these **general conditions** and any additional conditions in the documents listed above which apply to the **contract**. **You** agree that **your** acceptance is given on behalf of **yourself**, your executors, administrators, successors and assignees and also on behalf of:-
- 2.6.1 any other **persons** for whom **you** are purchasing a **ticket** or making a **booking**; and
- 2.6.2 any **shipper** or owner of any **vehicles** and any **goods** which **you** may bring with **you** to be carried by **us** on a **sailing**; and **you** warrant to **us** that **you** have authority to enter into the **contract** on behalf of them and **you** agree to ensure that they shall comply with the provisions of the **contract**.
- 2.7** If **you** travel using a **ticket** purchased or under a **booking** made for you by any other person, **you** acknowledge and agree that by boarding **your sailing** (or entering **our premises** or using our facilities in preparation for your sailing) **you** accept that the provision of **our** services and facilities is governed by a **contract** between **you** and **us** as described in these **general conditions**.
- 2.8** **You** must ensure that these **conditions** and any additional conditions in the documents listed above are brought to the attention of any **persons** and any **shipper** for whom **you** purchase a **ticket** or make a **booking**.
- 2.9** If **we** arrange (or our **authorised agent** arranges) for someone else to provide other services or facilities (such as travel, meals, festival or event tickets or visits to attractions) **you** must observe and comply with any conditions they may impose upon **you** for providing that service or facility. We only make arrangements with others acting as an agent and they will be liable for the provision of those other services or facilities under their own conditions. **We** shall not be liable to **you** for any act or omission they may make or any failure by them to provide those services or facilities. Please note that travel and entry restrictions may apply to attractions and events. It is **your** responsibility to check for any restrictions which may affect your enjoyment of any **attractions** or **events**.
- 2.10** **You** acknowledge and agree that **we** are not a 'common carrier' (someone who must take any passenger who offers the right payment).
- 2.11** **You** agree that the **contract** is subject to the laws of England and any claim or dispute under it will be subject to the exclusive jurisdiction of the English courts.
- 2.12** If **you** have any query relating to any of these **conditions**, please contact the Wightlink customer service team on tel. **0333 999 7333** (network charges may apply) or by using the 'contact us' form set out on **our website**.

3 General conditions relating to our fees and charges for ferry services

- 3.1 Our **prices** vary according to a number of factors including **route, ticket** or **booking** type, travel dates, time of departure and availability and (if a **vehicle** is to be included) type and size of **vehicle**.
- 3.2 Details of **our prices** for **sailings** are available on **our website**. In addition, details of **our prices** for **sailings** may be obtained from our ticket offices, from our call centre and from **our authorised agents**.
- 3.3 In addition to **our prices** (and any other applicable fees and charges), **we** shall charge **you** (and **you** shall be required to pay) any applicable VAT, or other taxes or duties.
- 3.4 In certain circumstances, **we** may charge and **you** may be liable to pay to **us** additional booking fees or administration charges in connection with **your ticket** or **booking**. These may include for example, **booking** fees for certain types of **bookings** or administration or cancellation fees if **you** seek to amend or cancel your **booking**. Details of these additional charges and the circumstances in which they will become payable are available on **our website** and may be obtained from **our ticket** offices, from **our** call centre and from **our authorised agents**.
- 3.5 **We** do not make any additional charge to carry children under the age of 5 aboard **our sailings**.

4 Prices for the carriage of vehicles

- 4.1 **Our prices** for the carriage of a **vehicle** on a **sailing** vary according to the type, and the size of **your vehicle**. For these purposes, the size of a **vehicle** shall be the actual size of the vehicle as measured or agreed by **us** at the time of the **sailing** and **we** will include in the measurement:-
 - 4.1.1 any spoilers, towing equipment, aerials, roof or bicycle racks or other items attached to **your vehicle**;
 - 4.1.2 any cargo carried in or on **your vehicle** including any boats, water craft, vehicles or other equipment or machinery;
 - 4.1.3 any other **goods**, equipment, machinery or other materials affixed to or carried on either:-
 - (a) **your vehicle**; or
 - (b) any cargo carried on your **vehicle**.

You agree to take this into account when **you** provide to **us** any measurements relating to **your vehicle**.
- 4.2 It is **your** responsibility to ensure that **you** hold the appropriate **ticket** or **booking** for **your vehicle** according to the size and type of **your vehicle**. If **you** do not hold an appropriate **ticket** or **booking** for **your vehicle**, **we** may refuse to allow **you** to board **your sailing**.
- 4.3 Further details of the **ticket** types we offer for the carriage of **vehicles** on **our** sailings are available on **our website**, from **our** call centre and **ticket** offices and from **our authorised agents**.
- 4.4 In addition to **our price**, **we** reserve the right in respect of **your ticket** or **booking** to:-
 - 4.4.1 charge to **you** any additional costs, levies, taxes or duties which we are required to charge to **you** as a result of any changes in applicable laws, or regulations; and
 - 4.4.2 if **you** are a business (and not a consumer) pass on to **you** in the form of an additional surcharge, a reasonable proportion of any increases in the cost to **us** of providing the **ferry** services described on **your ticket** or in **your booking**.

5 Tickets and bookings

- 5.1** We offer a variety of different **tickets** and **booking** types. We will include details of the range of **tickets** and **bookings** available for each **sailing** on **our website** including any additional conditions or eligibility requirements which may apply for any particular **ticket** or **booking** type and **we** will ensure that this information is also available from our **ticket offices**, from **our** call centre and from **our authorised agents**.
- 5.2** If **you** hold a season **ticket**, multiple pass **ticket** or other **ticket** type which allows **you** to **book** travel on or to board multiple **sailings** on one or more **routes**, **you** acknowledge and agree that the number of spaces aboard each **sailing** for holders of these types of **tickets** is limited to a reasonable allocation which is determined by us for each **sailing** in advance. We shall have no obligation to accept any **booking** for **you** to travel or to allow **you** on board any **sailing** if there is no space available for **you** within the allocation for **your** type of **ticket**.
- 5.3** **Bookings** and **tickets** are personal to you and are not transferable to other **persons**.
- 5.4** Some of **our ticket** types (for example **tickets** for students or for residents of the Isle of Wight) are available with a discounted **price** for **passengers** who qualify for the discount. If **you** wish to take advantage of any of these discounted **prices**, **we** may ask **you** to provide satisfactory evidence that **you** qualify for the discount when **you** make **your booking** or purchase **your ticket** and when **you** board the **sailing**. If **you** cannot provide satisfactory evidence when **we** ask **you**, **we** shall be under no obligation to accept **your booking**, issue **your ticket** or to allow **you** to board the **sailing**.
- 5.5** If **you** or any of **your passengers** lose a valid ticket or if a valid **ticket** is stolen, defaced, damaged or destroyed, **we** may at our discretion issue a replacement ticket but we reserve the right to charge an administration fee at the rate set out in our tariff.
- 5.6** Photocards
- In order to make use of some **ticket** types **we** may require **you** to provide to **us** photographic evidence of **your** identity before **we** allow **you** to board **your sailing**. The photographic evidence which **you** provide must be in a form acceptable to **us**. In addition to **photocards**, **we** may accept any of the following documents as sufficient photographic evidence of **your** identity:-
- 5.6.1 **your** passport;
- 5.6.2 **your** HM Forces ID Card; or
- 5.6.3 the portion of your driving licence which bears your photograph.

6 Promotional Offers

We make promotional offers for **tickets** and **bookings** from time to time which may be subject to additional conditions. **We** shall ensure that any additional conditions relating to our promotional offers are:-

- 6.1.1 published on our website and included or referred to in any advertising or marketing materials relating to the offer; and
- 6.1.2 available from our **ticket offices**, from **our** call centre and from **our authorised agents**.

7 Missed sailings, changes to tickets and bookings and cancellations

- 7.1** If you have made a **booking** or hold a **ticket** for a **sailing**, **your** rights if **you** miss **your sailing**, fail to check in for, fail to board **your sailing** or if **you** wish to cancel or make any other change to **your booking**, will depend upon the circumstances and upon the type of **ticket** which **you** hold or the type of **booking** which **you** have made.
- 7.2** Further details of your rights are available on our website, from our call centre and ticket offices and from our authorised agents.

8 Paying for your booking or your tickets

- 8.1** We require full payment of **our prices** at the time of **you** make **your booking** or purchase **your ticket** with some limited exceptions including (for example) monthly fees for season **tickets** which are subject to different payment terms. Full details of the payment terms applicable to all types of **tickets** or **bookings** which **we** offer are available on **our website**, from **our** call centre and **ticket** offices and from **our authorised agents**.
- 8.2** We may accept payment for certain types of **tickets** or **bookings** in the form of reward tokens or vouchers. Further details are available on **our website**, from **our** call centre and **ticket** offices and from **our authorised agents** together with details of how to make **your booking** or purchase **your ticket** using **your** reward tokens or vouchers.
- 8.3** If **we** charge **you** any administration fee, cancellation fee or other one-off fee or additional **price** of any description, we shall require payment at the time it is incurred.
- 8.4** We reserve the right to levy an additional charge where payments are made by credit card. Details of any additional charges for credit card payments are available on **our website**, from **our** call centre and **ticket** offices and from **our authorised agents**.

9 Boarding and Fitness for Travel

- 9.1** We may refuse to allow on board a **sailing**, any **passenger** who arrives to check in for a **sailing** at any time after the latest time to check in for the **sailing** has passed. The latest time to check-in for **your sailing** will be shown on your ticket or **booking** confirmation and on **our website**.
- 9.2** We may refuse to allow any child aged 11 years or less to travel on a **sailing** unless accompanied by a **passenger** aged 16 or more.
- 9.3** We may refuse to carry live animals but **you** may travel on a **sailing** with **your** dog or other domestic animal if **we** agree.
- 9.4** If **we** agree to allow any pet on board a **sailing** with **you**, **we** will not make any additional charge for them but **you will** be responsible for keeping control of them at all times including on **our premises** and while on board the **sailing**. In particular **you** must ensure that any pet travelling with **you**:-
- 9.4.1 remains in those areas designated by **us** as being suitable for pets and is kept off furnishings (such as chairs, benches or tables) or equipment; and
- 9.4.2 is suitably restrained in an appropriate pet carrier or with an appropriate leash or harness; or
- 9.4.3 is left securely in your vehicle and has adequate ventilation, space, drinking water and protection from direct sunlight.
- 9.5** Assistance dogs are allowed to access all public areas on **our ferries** except designated children's play areas.
- 9.6** **You** will be responsible to **us** for any losses, costs or damage caused by any live animal travelling with **you** to our **ferry**, equipment and furnishings or the person or property of other **passengers** or **shippers** or any of our staff or crew.

10 Conduct of passengers

- 10.1** If, in **our** reasonable opinion, any **passenger** appears to:-
- 10.1.1 be likely to cause discomfort or disturbance to other **passengers** or to **our** staff or crew; or
- 10.1.2 pose a threat to the safety or security of a **sailing**, of **our premises** or of other **passengers** or **our** staff or crew;
- we** may refuse to allow that **passenger** on board the **sailing** and require that **passenger** to vacate our **premises**. If that **passenger** is already aboard a **sailing**, **we** may restrict the movements of that **passenger** while on board the **sailing** and require that **passenger** to disembark the **sailing** as soon as reasonably possible.
- 10.2** **We** will not be obliged to waive or refund the cost of **your ticket** or **booking** or to reimburse **you** for any other costs or losses in these circumstances.

11 Schedules

We will do all we reasonably can to make sure that our **sailings** run at the advertised times and on the advertised **routes**. However, we may need to change the route of a **sailing**, delay or bring forward the departure or arrival time of a **sailing**, cancel a **sailing**, or replace a **ferry** with a different vessel for the safety, security or convenience of **our passengers**, for operational reasons or as a result of **events beyond our control**. For these reasons, **we** cannot guarantee that **our sailings**:-

- 11.1 will run on time;
- 11.2 will make the journey by the advertised, or by the normal or shortest route.

12 On Board

12.1 For the safety of all **passengers**, staff and crew and the efficient operation of **our ferry** services, **you** must comply with all lawful instructions and directions given by **our** staff and crew while you are on **our premises**, when **you** are boarding or disembarking from any **sailing** and while **you** are on board any **sailing**.

12.2 **You** must vacate the vehicle decks of **our ferry** before the **ferry** departs and not return to the vehicle decks while the **ferry** is under way unless instructed to do so by our staff or crew.

12.3 If **we** reasonably consider that any **vehicle** (or any **goods**) brought onto **our premises** or brought on board any **sailing** by **you** is (or are) likely to cause:-

- 12.3.1 any damage to **our premises**, any **ferry** or any of **our** equipment or facilities,
- 12.3.2 any damage to any other goods (including any luggage or cargo) or any **vehicles**;
- 12.3.3 any obstruction or delay to the **sailing**, to passengers or to **our** staff or crew; or
- 12.3.4 any injury to anyone;

we may (without notice) use reasonable force to move, load, disembark or remove the **goods** or **vehicle**. In these circumstances we shall have no liability to compensate **you** for any resulting loss or damage.

13 Dangerous Goods

13.1 **We** will have no obligation to allow onto **our premises** or allow on board any **sailing** any **dangerous goods** unless **we** agree to do so in writing.

13.2 **You** must declare to **us** when you make **your booking** or purchase **your ticket**, any **dangerous goods** you intend to carry aboard any **sailing** (or if **you** are a **shipper**, any **dangerous goods** you intend to ship) and provide to **us**:-

- 13.2.1 satisfactory evidence of **your** authority to carry or ship the **dangerous goods**;
- 13.2.2 the relevant UN number under which your **dangerous goods** are classified; and
- 13.2.3 all other information **we** may need regarding the safe and secure transport and stowage of **your dangerous goods**.

13.3 **We** will not in any circumstances agree to allow onto **our premises** or to allow on board any **sailing** any **dangerous goods** under any **ticket** or **booking** which is purchased or made less than 24 hours prior to the applicable **sailing**.

13.4 If **we** agree to ship for **you** or allow **you** to bring any **dangerous goods** onto **our premises** or on board any **sailing**, **you** must ensure that:-

- 13.4.1 **your dangerous goods** are safely and securely stowed in or on a suitable **vehicle**; and
- 13.4.2 **you** comply with :-

- (a) the Carriage of Dangerous Goods and Use of Transportable Pressure Receptacles Regulations 2009;
- (b) the Merchant Shipping (Control of Pollution by Noxious Liquid Substances in Bulk) Regulations 1987;
- (c) the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997;
- (d) the Explosives Act 1875;
- (e) the Dangerous Substances in Harbour Areas Regulations 1987; and
- (f) the Bye-Laws of any **port** on the **route** of the **sailing**;

(as amended, updated or replaced from time to time) and any other applicable laws and regulations applicable to the handling, carriage, packaging, containment, storage and labelling of **dangerous goods**;

- 13.4.3 ensure that Tremcards accompany any of **your dangerous goods** which require them;
- 13.4.4 comply with any directions **we** may give **you** regarding the **dangerous goods** (including the movement, carriage, containment, packaging, stowage or labelling of them).
- 13.5 If you:-**
- 13.5.1 bring onto **our premises** or bring aboard any sailing, any **dangerous goods**:-
- (a) without informing **us** or without obtaining our written agreement in advance;
 - (b) without having the proper legal authority; or
 - (c) which are not properly and safely stowed, contained, secured, packaged and labelled;
- 13.5.2 fail to observe or comply with applicable laws, regulation or guidelines or any instructions **we** may give in relation to **dangerous goods**; or
- 13.5.3 fail to observe or comply with any condition of **your contract** with **us** which relates to **dangerous goods**;
- we** may refuse to allow **you** onto **our premises** or aboard any **sailing**, require **you** to vacate **our premises** or remove the **dangerous goods** from our premises or to disembark from the **sailing** and remove the **dangerous goods** from the **sailing** at the earliest opportunity and **we** shall be entitled in **our** sole discretion and without notice to **you** or your passengers or to any **shipper**, to remove, disembark, abandon, destroy, dispose of or render innocuous the **dangerous goods**. In these circumstances, **we** shall have no liability to compensate **you** for any resulting loss and **we** will have no obligation to waive or to provide any refund to **you** of any **prices**, fees or charges paid or payable by **you**. In addition, **we** reserve the right to charge you all costs and expenses which **we** incur in taking such action.
- 13.6 We** will not in any circumstances, allow onto our premises or aboard any **sailing**:-
- 13.6.1 any **passenger** carrying **dangerous goods** about their person;
- 13.6.2 any spare cans or containers of gas or fuel (including empty cans or containers).
- 13.7 You** must ensure that any domestic LPG supply for any caravan, motorcaravan, boat or other **vehicle** in **your** booking, is shut off, disconnected and adequately secured while on **our premises** and while on board any **sailing**.
- 13.8 You** shall at all times remain responsible for any injury, loss or damage resulting from **your dangerous goods** whether or not **you** have notified **us** of the **dangerous goods** and whether or not **we** have agreed in writing to carry them.
- 13.9 If you** are unsure whether any **goods** are **dangerous goods**, please refer to **our website** or contact us for further information.

14 Security and searches

- 14.1 You** and all **vehicles**, baggage and **goods** which **you** bring onto **our premises** or onto any **sailing** may be subject to a search.
- 14.2 We** may require **you** to vacate **our premises** or to disembark from any **sailing** at the earliest opportunity and to remove from **our premises** or (at the earliest opportunity) from any **sailing**, any baggage, **goods** or **vehicle** if **you** refuse to allow any search. In these circumstances, **we** shall have no liability to compensate **you** for any resulting loss and **we** will have no obligation to waive or provide any refund to **you** of any **prices** or fees paid or payable by **you**. In addition, **we** reserve the right to charge **you** all costs and expenses which **we** incur in taking such action.
- 14.3 If, we** discover any unlawful, unauthorised, prohibited or restricted, **goods**, materials or substances brought onto **our premises** or onto any **sailing** by **you**, **we** may seize, remove, confiscate, abandon, destroy or dispose of them without notice. In these circumstances, **we** shall have no liability to compensate **you** for any resulting loss and **we** will have no obligation to waive or provide any refund to **you** of any **prices** or fees paid or payable by **you**. In addition, **we** reserve the right to charge **you** all costs and expenses which **we** incur in taking such action.

15 Lost or abandoned property

- 15.1** Any luggage, **goods** or **vehicles** which reasonably appear to us to have been mislaid, lost or abandoned at **our premises** or on board any **sailing**:-
- 15.1.1** may be moved or removed and if necessary, dismantled, disassembled or broken up by us in order to move or remove them from any **sailing** or from **our premises**;
- 15.1.2** may be sold or otherwise disposed of by **us** at our discretion and the proceeds of any sale donated to charity, if they are not claimed within 12 weeks of being found or handed in to **us**; or
- 15.1.3** if we reasonably consider that they may cause damage injury or inconvenience, we may destroy or dispose of them at any time.
- 15.2** We reserve the right to ask any person making a claim for any lost luggage, goods or vehicles, to provide reasonable evidence of ownership.

16 General provisions relating to **your liability** and **our liability**

- 16.1** Except in circumstances where the **Athens Convention** applies, nothing in the **contract** shall limit or exclude **our** liability for death or personal injury caused by **our** own negligence, or the negligence of **our** employees, agents or subcontractors.
- 16.2** Nothing in the **contract** shall limit or exclude our liability for
- 16.2.1** fraud or fraudulent misrepresentation; or
- 16.2.2** any other liability which cannot be limited or excluded by applicable law.
- 16.3** If **you** are a business (and not a consumer) the following shall apply:-
- 16.3.1** **We** shall not be liable to **you** whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of or damage to goodwill, loss of data or for any indirect or consequential loss arising under or in connection with the **contract**.
- 16.3.2** Subject to conditions 16.1, 16.2 and 16.3.1, **our** total liability to **you**, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the **contract** shall be limited to two hundred and fifty thousand pounds (£250,000) per claim or in the event that the **Athens Convention** applies in respect of any particular type of loss which you may suffer, **our** liability to **you** for that loss shall be limited to the amount specified in the **Athens Convention**.
- 16.4** Subject to conditions 16.1 and 16.2, **we** shall not be liable if the performance or the prompt performance of **our** obligations under **our contract** is prevented or affected by any **events beyond our control**.
- 16.5** **You** shall be liable for any loss, damage or delay which **we** or any third party suffers and for any personal injury or death to any **persons** caused or inflicted **by your goods** or **vehicle**.

17 Our liability if the Athens Convention applies

17.1 Our liability for:-

17.1.1 death or personal injury; and

17.1.2 the loss of or damage to **your goods** and **your vehicle** and the **goods** and **vehicles** of **your passengers** (including any valuables);

which occurs in the course of carriage by **us** will (in most circumstances) be limited by the **Athens Convention**.

17.2 In accordance with the **Athens Convention**, the **goods** and **vehicles** which **you** and **your passengers** bring on board a **sailing** will be presumed to have been delivered undamaged by **us** unless **we** are given written notice by **you** or **your passengers**:-

17.2.1 in the case of damage which is apparent before or at the time of disembarkation; or

17.2.2 in the case of damage which is not apparent, within 15 days of disembarkation;

17.2.3 in the case of loss, within 15 days of disembarkation.

17.3 None of **our** employees, agents, independent contractors or sub-contractors shall in any circumstances be under any liability to **you** for any loss, damage or delay arising directly or indirectly from any act or omission on their part while acting in the course of their employment or engagement by **us** and every right, exemption, limitation, condition, defence and immunity which applies to **us** shall in addition, apply for the benefit of our employees, agents, independent contractors and sub-contractors. For these purposes, we shall be regarded as acting as agent or trustee for our employees, agents, independent contractors and sub-contractors.

18 Additional rights of passengers

EU regulation EU No. 1177/2010 provides additional rights for our **passengers** and obligations for **us** with regard to **our ferry** services. These additional rights and obligations are described on **our website** and **you** may obtain details of these additional rights and obligations from **our** ticket offices, by ringing **our** call centre and from **our authorised agents**.

19 General

19.1 No failure by **us** to enforce or rely upon any of the provisions **our contract** with **you** shall be construed as a waiver or shall affect **our** right to enforce any other provisions.

19.2 If any of the provisions in **our contract** with **you** shall become or be declared invalid or unenforceable by any tribunal or court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions all of which shall remain in full force and effect.

19.3 **We** may sub-contract with any other **person** at our absolute discretion to provide any of the services and fulfil any of **our** obligations under **our contract** with **you**.