



Conditions of Carriage of Passengers and Their Luggage by Sea

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1 General

- 1.1 All passages, voyages and other services undertaken by the Company are subject to the terms and Conditions set out within this contract.
- 1.2 These Conditions replace all earlier terms and Conditions of the Company and may be modified or amended by the Company at any time without notice. These Conditions can be viewed on our website, upon request from our offices or from any agent through whom a booking has been made.
- 1.3 In these Conditions headings are used for convenience only and do not affect their meaning. Unless the context otherwise requires, the singular includes the plural and vice versa and words suggesting a gender include every gender.
- 1.4 Should any Condition or part thereof be held to be illegal or unenforceable by a competent authority that Condition or part thereof shall be considered to be severed from these Conditions. All remaining Conditions or parts of these Conditions shall remain in full force and effect.
- 1.5 No failure by the Company to enforce any provision of any Condition shall be construed as a waiver of such provisions or of the right of the Company to enforce the same or affect the right of the Company to enforce any other provision within these Conditions.

2 Definitions and Interpretation

In these Conditions:

“Athens Convention” means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea of 13 December 1974, as may be modified from time to time, a copy of which is available from the Company upon request;

“Carrier” means a Person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing Carrier;

“Condition(s)” means these Conditions of Carriage of Passengers and Their Luggage by Sea being the basis of the contract for carriage between the Company and Passengers including the provisions of the Athens Convention and any other relevant regulations, orders or laws applicable;

“The Company, we, our, us” means Condor Limited whose address is: New Jetty Offices, White Rock, St Peter Port, Guernsey, GY1 2LL;

“Liability” includes any liability for injury, death, sickness, loss, damage, cost, expense, detention, delay, misdelivery, actions, proceedings, accounts, claims and demands or any indirect or consequential loss or loss of profit;

“Luggage” means any article or Vehicle carried by the Carrier under a contract of carriage made by or on behalf of a Passenger with the Company, other than any unaccompanied goods or live animals or any article or Vehicle carried under a contract primarily concerned with the carriage of goods;

“Passenger, you, your” means any Person carried in a ship under a contract of carriage made by him or on his behalf with the Company or who, with the consent of the Carrier, is accompanying a Vehicle or goods carried under the Company’s Conditions of Carriage of Goods by Sea for the time being in force;

“Person” includes any individual, firms and corporations;

“Vehicle” means any motor Vehicle, towed caravan or trailer, boat or other craft, motor cycle, motor cycle combination, motor scooter, moped or bicycle (and the ordinary accessories belonging to it), accompanied by a driver, in respect of which a booking confirmation is issued other than any unaccompanied goods or articles carried under the Company’s Conditions of Carriage of Goods by Sea or other contract primarily concerned with the carriage of goods;

3 Application and Acceptance of these Conditions and the Athens Convention

- 3.1 The Company enters into a contract of carriage with a Passenger which shall take effect from the time we confirm the booking by way of a booking confirmation, and accepts and carries Passengers Luggage and Vehicles only upon and subject to these Conditions.

- 3.2 Where Passengers, Luggage or Vehicles are carried under a contract of carriage made on their behalf by some other Person, that Person shall be deemed to have the authority of the Passengers to contract, and to have contracted, with the Company on the terms of these Conditions.
- 3.3 If you are making your booking using our website (www.condorferries.co.uk), you must read and accept these Conditions by ticking the appropriate checkbox. You will not be able to progress with your booking if you do not accept these Conditions.
- 3.4 If you have made your booking by telephone, or through an agent, you will have been advised of the existence of these Conditions and the fact they will apply to your booking. You will also have been told how to access them (on the website, at our offices or by requesting a copy from our customer services team), so that you may inform yourself of their content.
- 3.5 The provisions and limitations of the Athens Convention as modified or re-enacted from time to time are incorporated into these Conditions unless any other applicable international convention or national law shall take precedence.
- 3.6 Where these Conditions are in conflict with any mandatory provision of any law which governs the contract of carriage or of any applicable convention the provisions of that law or convention shall prevail but only to the extent of such conflict. All other terms of these Conditions shall continue to prevail to the extent permitted by law.
- 3.7 Where any applicable law or convention imposes or permits to be imposed any limits upon the liability of the Company these Conditions incorporate those limits.
- 3.8 These Conditions include all the relevant terms to the making of bookings relating to the contract of carriage and are intended to contain all the Conditions of the contract of carriage between the Company and Passengers. Any waiver or variation of these Conditions, or the contract of carriage to which they form part, must be agreed in writing prior to the outbound departure.
- 3.9 The Company may make other reasonable rules and regulations or give instructions to Passengers who must comply with such rules, regulations and instructions made or given by the Company or their servants or agents, the master of the ship or any member of the ship's crew whether aboard the ship or at shore.
- 3.10 The Company shall have the right to refuse to carry any Passenger due to abuse or misuse of alcohol or drugs or unruly behaviour towards fellow Passengers, Company employees or other Persons or for reasons of safety or who fails to comply with such regulations or instructions provided.
- 3.11 It may be necessary in some circumstances for the Person who has made a booking together with other Passengers to travel with another carrier. In those circumstances these Conditions of Carriage will still apply.
- 3.12 These Conditions of carriage shall apply to any Person who has made a booking with another carrier and then travels with the Company.

4 Contracts of Through-Carriage

- 4.1 Where Passengers, Luggage or Vehicles are carried under a contract of carriage or through-carriage, these Conditions shall apply between the Passengers and the Company throughout the whole carriage whether the Passengers, Luggage or Vehicles are carried at a particular time by the Company or by some other Carrier or Person.
- 4.2 A Person who enters into a contract of carriage or through-carriage with the Company on behalf of any Passenger shall indemnify the Company against all liability by reason of such contract not incorporating these Conditions.
- 4.3 The Company is authorised to employ or contract with any other performing Carriers or Persons to carry Passengers, Luggage or Vehicles on the terms of these Conditions or on such other Conditions as the Company considers appropriate.

5 Liabilities of the Company its Servants and Agents

- 5.1 The Company shall be liable in accordance with the provisions and limitations of the Athens Convention whether or not the relevant Carrier has its principal place of business in the United Kingdom.

- 5.2 The Athens Convention in most cases limits the liability of the Company (or other Carrier) for death or personal injury or loss or damage to Luggage (including Vehicles) and makes special provision for valuables.
- 5.3 The Athens Convention presumes that Luggage has been delivered undamaged unless written notice is given to the Company (or other Carrier):
 - 5.3.1 in the case of apparent damage, before or at the time of disembarkation or re-delivery; or
 - 5.3.2 in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.
- 5.4 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:
 - 5.4.1 in the case of personal injury, from the date of disembarkation of the Passenger;
 - 5.4.2 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;
 - 5.4.3 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.
- 5.5 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 a period of three years from the date of disembarkation of the Passenger or from the date when disembarkation should have taken place, whichever is later.
- 5.6 The Company (or other Carrier) shall not be liable for the loss of or damage to moneys, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the Company (or other Carrier) for the agreed purpose of safe-keeping in which case the Company (or other Carrier) shall be liable up to the limit provided for in the Athens Convention unless a higher limit is agreed upon in writing between the Passenger and the Company (or other Carrier) prior to departure.
- 5.7 Except as provided for within the Athens Convention, the Company shall not be liable for any loss, damage or expense suffered by or relating to Passengers, Luggage, Vehicles or animals howsoever caused.
- 5.8 Subject always 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, independent contractor or performing Carrier of the Company acting within the scope of his employment and the ship and every owner, charterer and operator of the ship. The Company acts as agent or trustee on behalf 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.

6 Booking Conditions and Booking Confirmation

- 6.1 All terms and Conditions described herein shall apply to all bookings confirmed whether made by telephone, post, in Person, via the internet or through an agent, travel operator or other provider of travel services and shall apply from the time a booking confirmation is issued either by post or e-mail.
- 6.2 Should these terms and Conditions be in conflict with any other terms and conditions that are purported to apply by an agent, travel operator or other provider of travel services then these terms and Conditions shall take precedence to the extent permitted by law.
- 6.3 All products and services described within the Company's brochures whether printed or in electronic form shall be subject to availability at the time of booking.
- 6.4 All fares offered by the Company shall only be available to the residents of the country in which they are offered and all bookings shall be confirmed on that basis alone.

- 6.5 Reservations must be paid for in full at the time of making a booking whereupon a booking confirmation will be created and sent by post or e-mail. Booking confirmations are important documents and are required in order to board a ship on the day of departure.
- 6.6 A booking amendment fee shall be payable if such amendment alters the date or time of travel or results in reducing the price of the original booking confirmed. Details of booking amendment fees can be viewed on our website, upon request from our offices or from any agent through whom a booking has been made.
- 6.7 Where the journey is not continuous, your confirmed booking does not include the cost of transfer between any terminals of the Carriers, or between any stations, coaches and ships, and the respective Carriers are not bound to undertake such transfer unless otherwise specifically agreed with the Company at the time of booking.
- 6.8 Passengers must produce a valid booking confirmation when checking in or within a reasonable time of being asked to do so by a servant or agent of the Company.
- 6.9 If a Passenger fails to produce a valid booking confirmation within a reasonable time he shall pay the full fare for the journey intended.
- 6.10 Any cancellation as a result of a Passenger failing to provide a booking confirmation will be subject to the Company's standard cancellation charges stated elsewhere within these Conditions.
- 6.11 If a Passenger fails to take the outward journey, the return journey will be automatically cancelled but may be rebooked, subject to availability and payment of the fare at the prevailing price and subject to the Company's booking Conditions. If the return journey is no longer available, an alternative journey may be booked or a refund may be given in accordance with these Conditions.
- 6.12 If a Passenger fails to take the return journey of a booking of any type the Company may at its sole discretion treat the booking as though it was a single journey only and charge the higher of the original fare or the prevailing fare for a single journey such fare being the fare applicable at the material date and time of the booking confirmation.
- 6.13 Open bookings are only valid for the specified journey tariff and validity period and are not valid for travel unless dated in advance for the relevant journey by the Company.
- 6.14 Where we are required by law to record the names, age group and gender of Passengers, together with (for the purposes of an emergency) details of any special care or assistance needs failure to provide this information will result in permission to board being refused. Passengers should provide this information not less than 24 hours before departure to avoid delay in travel.

7 Cost of Carriage

- 7.1 The rates for carriage include port taxes, but any Customs, excise or other duties and expenses shall be the responsibility of the Passenger.
- 7.2 In the event of an increase in the general operational cost of providing the products and services described within the Company's brochures we reserve the right to make a surcharge at the time of booking. In addition a surcharge may be made after a booking has been confirmed and before the date of travel in the event of an increase in the general operational costs of providing the products and services booked.
- 7.3 If the currency stated in the booking is devalued against the currency normally applied by the Company or there is any increase in fuel or other costs subsequent to the issue of the booking confirmation the Company reserves the right to increase the fare by such amount as is required to ensure that the fare remains the same in the currency normally applied by the Company or after taking account of such increase, as the case may be.

8 Variation in Services

- 8.1 A ship may have to sail up to twenty (20) minutes before the published time of departure for operational reasons. Passengers and their accompanied Vehicles should ensure they check in not less than one (1) hour prior to the published departure time. Foot Passengers should check in not less than forty (40) minutes before departure. All times published are local times.
- 8.2 A ship may sail:

- 8.2.1 with or without a pilot, make trial trips and adjust compasses or may tow or assist other ships in all situations and at any time;
 - 8.2.2 carry goods of any kind, dangerous or otherwise, and sail armed or unarmed.
 - 8.3 Where reasonably necessary a ship may:
 - 8.3.1 use any port or ports in any order for any purpose whether or not forming part of the advertised schedule or route
 - 8.3.2 carry Passengers, Luggage or Vehicles to any port or ports beyond their chosen port of destination even though the ship may have called at such port of destination and/or discharged other Passengers or Luggage or Vehicles or goods there
 - 8.3.3 carry Passengers, Luggage or Vehicles back to their chosen port of departure and tranship Passengers, Luggage or Vehicles for that purpose onto any ship to land
 - 8.4 The Company may;
 - 8.4.1 accommodate or store Passengers, Luggage or Vehicles at any port or place and/or carry the same to their port of destination by any other ship whether or not belonging to the Company and by any route;
 - 8.4.2 place any ship or craft in dry dock with or without Luggage or Vehicles on board;
 - 8.4.3 carry Luggage or Vehicles on deck or in any part of a ship.
 - 8.5 Any exercise of the rights mentioned in this Condition 8 is on and subject to these Conditions, forms part of the contract of carriage relating to Passengers, Luggage or Vehicles and does not constitute a breach of any contract between the Company and Passengers.
 - 8.6 Where reasonably necessary, a ship may leave before or after the advertised or scheduled time.
 - 8.7 A sailing may, where reasonably necessary, be cancelled with or without notice notwithstanding any bookings or reservations previously made.
 - 8.8 The Company may, where reasonably necessary;
 - 8.8.1 dispatch any ship with or without any Passenger, Luggage or Vehicle booked or reserved to travel;
 - 8.8.2 convey any Passengers, Luggage or Vehicle on such date and time and in such ships or from any other port as the Company may reasonably decide even though they may have been booked for a particular ship or for a sailing at a particular date and time from a specified port.
 - 8.9 Booking confirmations and information regarding service variations and disruptions including travel cancellations may be sent to the e-mail and/or the SMS addresses provided to the Company at the time of booking and shall be deemed to be acceptable evidence of communication regarding such variations in service.
- 9 Accommodation**
- 9.1 If a reserved seat, berth or other accommodation is not available to a Passenger for whom a confirmed booking made or there is insufficient accommodation, the Company shall refund any sum which has been paid by the Passenger in accordance with Condition 13.
 - 9.2 The Company shall not be liable for failure to carry a Passenger by a particular ship or to provide the reserved seat, berth or other accommodation.
 - 9.3 Where it is reasonable to do so and the Passenger consents, the Company may transfer a Passenger from any seat, berth or other accommodation reserved by that Passenger to another seat, berth or other accommodation of similar class and price.
 - 9.4 A Passenger in single occupancy of a shared cabin containing more than one berth shall not prevent any other Persons of the same sex being reasonably accommodated in that cabin.
 - 9.5 Any Passenger who occupies a class of seat, berth or other accommodation superior to that described within the booking confirmation unless otherwise agreed by the Company, shall be required to pay the difference between the fare for the class of seat, berth or other accommodation used and that reserved or for which a booking has been confirmed.

9.6 Passengers shall be entirely responsible for the use of any services or materials available to them on any ship and do so at their own expense.

10 Medical Conditions, Mental or Physical Impairment and Pregnancy

10.1 Any Passenger suffering from a known or suspected medical condition which makes sea travel inadvisable on medical grounds, including a Passenger who is mentally or physically impaired or more than 28 weeks pregnant, must notify the Company of that condition and produce a valid medical certificate confirming their fitness to travel no later than 48 hours before the scheduled departure time and at their own cost.

10.2 The Company will not accept any Passenger for carriage who is more than 34 weeks pregnant at the date of departure.

10.3 The Company may at its own discretion refuse to carry any Passenger referred to in this Condition 10 on any ship or at all even though a medical certificate has been produced and, subject always to the provisions of the Athens Convention, the Company shall not be liable for any loss, damage or expense arising from its failure or refusal to carry any such Passenger or any other Passenger refused carriage under this Condition 10.

11 Unaccompanied Children

11.1 The Company may refuse to carry children who, on the date of travel are under the age of 14 years, unless they are accompanied by a parent, guardian or other adult of 18 years of age or older.

11.2 The Company may, at its discretion, refuse to carry children who on the date of travel are aged 14 or 15 years, unless they are carrying a letter of authority from a parent or guardian and any other documentation reasonably required by the Company.

11.3 Subject always to the provisions of the Athens Convention, the Company shall not be liable for any loss, damage or expense whether directly or indirectly arising from its failure or refusal to carry any children not satisfying the requirements of this Condition 11.

12 Cancellation or Amendment by Passenger

12.1 If a booking that has been confirmed by the Company is cancelled or amended by a Passenger before departure the cancellation or amendment fees published on our website at the time of the cancellation or amendment shall apply. Sale, promotional and other fares may be subject to special terms and Conditions in relation to cancellation and amendment fees.

13 Refusal to Carry and Refunds

13.1 The Company may, where reasonably necessary, refuse to carry any Passenger, Luggage or Vehicle, even though it may have previously agreed to carry the same.

13.2 Any refund or partial refund of a fare shall, unless otherwise stated in these Conditions or in the booking Conditions of the Company, be made at the discretion of the Company.

13.3 No refund shall be payable if the Company refuses to carry a Passenger due to the inability of the Passenger, Luggage or Vehicle to land at or enter any port or place of delivery because incorrect information in relation to such Vehicle's length, height or gross laden weight or any other detail of a Vehicle being incorrectly provided at the time of making a booking.

13.4 If the Passenger fails to state the correct length or height or gross laden weight of any Vehicle for which a booking has been confirmed or for any other relevant information not supplied because of the default or neglect of the Passenger the Company may at its discretion agree and shall make an additional charge to carry such Passenger, Luggage or Vehicle.

13.5 No refund will be given in respect of Passengers removed from the ship for the reasons described within Condition 3.11. Where removal of such Passengers causes the Company to make alternative arrangements for the delivery of their baggage, Luggage, Vehicle or other property the Company shall be entitled to make an additional charge.

13.6 No refund will be paid unless an application for a refund is submitted in writing together with a copy of the booking confirmation within six months of the date of departure.

13.7 No refund shall be made as a result of currency fluctuations between the date a booking confirmation is issued and the date of travel.

13.8 The Company may deduct a reasonable administrative charge from any amount refunded.

14 Matters Outside the Company's Control (Force Majeure)

14.1 If for any reason outside the Company's control the carriage of Passengers, Luggage or Vehicles to their chosen port of destination in a ship on which the Passengers have embarked, or their disembarkation from such ship, is prevented or hindered the Company may at any time:

14.1.1 cancel the voyage;

14.1.2 alter the advertised route;

14.1.3 delay the ship at or off any port or place;

14.1.4 put onto any ships or land the Passengers, Luggage or Vehicles at any port or place and forward the same to their port of destination by any ship whether or not belonging to the Company by any route;

and, subject to the provisions of the Athens Convention, without being liable for any loss, damage or expense sustained by the Passengers, Luggage or Vehicles.

14.2 Notwithstanding the provisions contained elsewhere within these Conditions the Company shall not be liable for any loss (whether economic, consequential or otherwise), detention, delay, over-carriage, expense or damage whether directly or indirectly caused, whatsoever of or to any Person or Passenger, or inability to perform the contract for carriage or any part thereof caused by or arising out of or attributable to any cause beyond the control of the Company (an event Force Majeure) including but not limited to:-

14.2.1 an act of God including earthquakes, storm, lightning, tempest, flood or inclement weather;

14.2.2 strikes, lockout, stoppages, or restraint of trade or labour, industrial actions or labour difficulties, or shortages from whatever cause, whether partial or general and whether or not the Carrier is a party thereto;

14.2.3 any viral outbreak, pandemics or epidemics (which may include but are not limited to SARS or SARS' like events or flu or Norwalk type of diseases);

14.2.4 nuclear explosion, radioactive or ionizing radiation;

14.2.5 civil commotion, riot, insurrection, war, civil war, government restraint or requisition, political disturbance, rebellion, revolution, insurrection, military or usurped power, invasion, act of foreign enemies, acts of terrorism, sabotage or criminal damage;

14.2.6 any acts, restrictions, regulations, bylaws, refusal to grant any licences or permissions, prohibitions or measures of any kind on the part of any government or regulatory authority, or inability to secure or failure in supplies including fuel;

14.2.7 import or export regulations or embargoes or quarantine restrictions;

14.2.8 liability to wastage in bulk, or in weight, latent defect or inherent defect, quality or vice or natural deterioration of the Vessel or Property;

14.2.9 actions of Passenger's including their neglect or default or breach of or failure to comply with any provision of these Conditions;

14.2.10 insufficient or improper packing or labelling or addressing of Luggage or other goods carried;

14.2.11 handling, loading, stowage or unloading of the Luggage by the Passenger or any Person acting on their behalf;

14.2.12 circumstances which the Company could not avoid and the consequences of which it was unable to prevent or limit with the exercise of due diligence;

14.3 The Passenger assumes the risk of and releases the Company from all liability for any injury, loss or damage whatsoever arising from, caused by or in the judgment of the Company or the Master of a ship rendered necessary or advisable by reason of an event Force Majeure.

15 Animals and Pets

- 15.1 Animals, with the exception of certificated sensing dogs, must not be taken into any Passenger accommodation.
- 15.2 Animals being carried under the terms of Rabies (Importation of Dogs, Cats and Other Mammals) (England) (Amendment) Order 2004 as amended from time to time (PETS), must be carried in a Vehicle. Animals will be refused carriage if the documentation appears to be incorrect, but acceptance for carriage by the Company gives no warranty that the documentation is correct.
- 15.3 The Company shall not be liable for any loss, damage or expense howsoever arising from its failure or refusal to carry any such animals or the consequences of incorrect documentation.
- 15.4 Animals being carried other than under the terms of PETS, must travel in a Vehicle, paw proof container or cage provided by the Passenger on the Vehicle deck or other part of the ship set aside for animals.
- 15.5 Passengers shall be entirely responsible for the movement of their animals onto and off the vessel and onwards thereafter.
- 15.6 Accompanied access to the Vehicle deck while the ship is at sea is subject to approval by the ship's Master. Unaccompanied access by Passengers or any other Person to the Vehicle deck whilst the ship is at sea is strictly prohibited.
- 15.7 Unaccompanied animals will not be accepted for carriage in any circumstances.
- 15.8 The Company shall not be liable for any loss, damage or expense suffered by or relating to the carriage of animals whatsoever or howsoever caused.

16 Carriage of Luggage

- 16.1 All Luggage shall be properly packed and its contents not protruding, by the Passenger and the Company shall not be liable for any loss, damage or expense whatsoever arising from the Passenger's failure to properly pack Luggage.
- 16.2 The Company may refuse to accept Luggage which is improperly packed or labelled or shows signs of damage or presents an unacceptable risk to the health, safety or wellbeing of Passengers, crew or other Persons.
- 16.3 The Company shall not be liable for items entrusted to and accepted by it for carriage as Luggage which are not Luggage, except upon proof that the Company accepted such items knowing that they were not Luggage.
- 16.4 The Company may deliver any Luggage entrusted to it upon reasonable evidence of title. In the absence of reasonable evidence the Company may refuse to deliver the Luggage and hold it at the sole risk of the Passenger and/or owner. In any such case, the Company shall have no liability for delivery of the Luggage.
- 16.5 The Company will deliver Luggage entrusted to it within a reasonable time and subject to these Conditions, but the Company does not undertake to carry that Luggage on the same ship by which the Passenger travels or to deliver it at its destination at any particular time unless expressly agreed with the Passenger.

17 Luggage Allowance

- 17.1 Personal accompanied Luggage used for social, domestic or private purposes may be carried by foot Passengers free of charge. , Goods of any type such as those carried as freight or for reasons other than social, domestic and private use shall be charged and paid for at the rates from time to time applicable. Only Luggage that may reasonably be described as hand baggage may be carried by day trip Passengers and shall be carried at the sole discretion of the Company.
- 17.2 Any vehicle carrying commercial goods or is involved in a commercial venture or is a vehicle constructed and/or designed for the carriage of commercial goods shall also book as freight regardless of its dimensions.
- 17.3 All personal accompanied Luggage shall be fit for purpose taking into account the nature and weight of its contents which shall be properly packed in and not protruding from such Luggage. All single items of portable Luggage weighing more than 25 kilograms should be labelled as such and notified to the company before being checked in.
- 17.4 Any other Luggage not described within Conditions 17.1 and 17.2 may be carried by prior arrangement with the Company or within and not protruding from a Vehicle.

- 17.5 The Passenger must arrange the placing on board or removal of any Luggage brought with him and must ensure that Luggage does not block Passenger escape routes or access to safety equipment or otherwise present a risk of harm to any other Person.
- 17.6 The Company may excise a lien on any Passenger's Luggage for all unpaid moneys due from that Passenger to the Company.

18 Lost Property and Unclaimed Luggage Entrusted to the Company

- 18.1 The Company shall not be liable for any loss, damage or expense howsoever caused to any Luggage or other property (other than unclaimed Luggage entrusted to it) left on the Company's premises or ships. The Company may deal with any such lost Luggage or property in the same way as it may deal with unclaimed Luggage entrusted to it.
- 18.2 All Luggage and other property found by a Passenger in or on the Company's ships or other premises shall be deemed to be in the possession of the Company and must be handed over to the Company immediately.
- 18.3 If any Luggage entrusted to the Company for loading, unloading or carriage on or from the ship remains unclaimed on arrival at its destination, the Luggage may be stored for a period of up to three months unless and until collected whereby the Company may make a reasonable charge for storage.
- 18.4 The Company shall not be liable for any loss of or damage to Luggage stored for the reasons described within Condition 18.3.
- 18.5 Notwithstanding the provisions of Condition 18.4, in the event that the Company is held to be liable for loss of or damage to Luggage stored, such liability shall be limited to the limits set out in within these Conditions.
- 18.6 The Company may open and examine the contents of any Luggage at any time, and may without incurring any liability remove or destroy any portion of it which in its reasonable opinion might cause injury, inconvenience or nuisance to Persons or damage to property or compromise the health, safety or wellbeing of Passengers, crew or other Persons.
- 18.7 The Company may sell or dispose of any perishable articles contained in any Luggage if in its reasonable opinion considers it advisable to do so and in such case may deduct its charges and expenses from the proceeds of sale or make an additional charge for the cost of disposal or sale.
- 18.8 If any Luggage is not removed within three months of the date on which it is received the Company may sell it and out of the proceeds of sale retain all moneys due to it from the owner in lieu of expenses incurred in connection with such storage or sale. If the Company believes the value of the Luggage will be insufficient to cover any moneys due to it and/or the cost of sale the Company may dispose of the same as it sees fit.

19 Examination or Detention of Luggage by Customs or Other Authorities

- 19.1 Passengers must always attend in Person an examination of their Luggage by customs authorities whether it has been entrusted to the Company or not. The Company shall not in any circumstances be liable for any loss, damage or expense arising out of its failure or refusal to carry or any other consequences in connection with the Passenger's failure to comply with the requirements of customs authorities.
- 19.2 The Company shall not be liable for any loss, damage or expense arising out of its failure or refusal to carry any Vehicle or goods in connection with the detention of such Vehicle or goods on account of the application of customs, government or other authorities.
- 19.3 During such detention, the Company will hold the Vehicle or goods at the owner's expense and sole risk.

20 Failure to Deliver

- 20.1 If the Passenger or owner neglects or refuses to take delivery of any Luggage or Vehicle, or if the Company is unable to deliver any Luggage or Vehicle because the Passenger or owner has failed to supply any declaration, certificate, or other document in accordance with any customs, government or other laws or regulations at the port of discharge, the Company may re-ship the Luggage or Vehicle if landed and return the same to the port of shipment at the Passenger's and/or owner's expense on and subject to these Conditions.

21 Parking and Access to Vehicles on Board Ship

21.1 A Person may only have access to a Vehicle on the car deck once it has been loaded with the express permission of the Ship's Master and provided that Person is accompanied by a Person authorised by the Company.

21.2 All Vehicles should be parked with their handbrakes engaged, all alarms disabled and left in gear. Passengers failing to comply with this Condition may be considered responsible for any loss or damage caused pursuant to Condition 25 of these Conditions.

22 Petrol and Diesel Fuel, Liquefied Petroleum and Hydrocarbon Gas

22.1 Passengers shall ensure the petrol and diesel tanks of their Vehicles are not so full as to create a spillage and that the ignition is switched off. Petrol and diesel cans, whether full or empty, shall not be carried except with the Company's prior written authority.

22.2 Special written authority for carriage must be obtained from the Company in respect of any Vehicle propelled by liquefied petroleum gas (LPG).

22.3 Vehicles may carry a small number of cylinders of liquefied hydrocarbon gas for purposes such as camping provided that:

22.3.1 all cylinders are declared to the ship's Master;

22.3.2 the maximum number of cylinders carried in any Vehicle shall be three, except in the case of small expendable cartridges hermetically sealed and packed in an outer container, when up to 12 may be carried;
and;

22.3.3 all cylinders shall be adequately secured in the Vehicle against the movement of the ship.

22.4 Any cylinder found to be leaking, inadequately secured or inadequately connected to an appliance will not be accepted for shipment.

22.5 No Vehicle may in any circumstances be re-fuelled including electrical charging or otherwise maintained, made good, repaired, serviced, mechanically improved or enhanced whilst being carried as Luggage without first notifying the Company who shall provide directions on how to proceed as it sees fit. The Company may at any time make arrangements for any immobile Vehicle to be removed from the vessel such reasonable costs of which shall be borne by the Person responsible for making the booking.

23 Dangerous Goods

23.1 The Company will not accept on board ship or for carriage any dangerous goods unless previously agreed in writing in special circumstances and under special Conditions.

23.2 All dangerous goods specified within the International Maritime Dangerous Goods (IMDG) Code as may be amended from time to time or specified in any national laws or rules and regulations of the Company, must be declared in writing before being offered for shipment and prior authority of the Company must be obtained for the shipment of all such goods.

23.3 Inflammables (including matches), explosives, corrosives, firearms, and any other articles which may involve undue risk must not be packed in Luggage.

23.4 Passengers must advise the Company at check-in that they wish to take any weapon and/or ammunition (including replicas) on board. The Company will then make the necessary arrangements to hand it to the ship's Master for safekeeping. On leaving the ship the weapon and/or ammunition will be returned to the Passenger.

24 Carriage of Boats

24.1 Boats, inflatable and other craft, whether carried on Vehicles or trailers, must comply with the provisions of these Conditions for Vehicles carrying petrol in their tanks and cylinders of gas.

24.2 Distress signals, flares and other fire equipment must be declared to the Ship's Master.

25 Liabilities of Passengers and/or Owners

- 25.1 A Passenger and/or other owner of Luggage or Vehicles carried shall indemnify the Company against any liability of any kind incurred or suffered by the Company or its servants, agents, independent contractors or performing Carriers resulting from:
- 25.2 the acceptance and/or carriage of any Luggage or Vehicle in respect of which the Passenger and/or owner has not complied with its obligations under these Conditions;
- 25.3 the Passenger, Luggage or Vehicle being refused permission to land at any port of disembarkation by reason of the application of any laws or regulations as to customs or immigration;
- or
- 25.4 any breach by the Passenger or owner of any Conditions or any failure to comply with the rules, regulations and/or instructions given by the Company, its servants or agents or performing Carrier or for any other neglect or default of the Passenger or owner.

26 Safety and Security

- 26.1 Passengers must pay attention to and comply with all regulations and notices relating to the safety and security of our ship, her crew, Passengers and any other Person, the terminal facilities and to immigration requirements and regulations. Every Person must be prepared to allow upon request a search of your person, vehicle or luggage by any authorised person and to answer any their questions. If a Passenger does not agree to such a request he may not be allowed to travel. In that event we will cancel your booking in accordance our cancellation terms applicable at the time. Any refund made will be on the terms described within Condition 13 of these Conditions of carriage but we shall otherwise have no other liability to you.
- 26.2 All Passengers are expected to conduct themselves in such a manner that respects the health, comfort and safety of all other Persons on board our ships and within port areas including terminals. Passengers are also expected to comply with all reasonable requests made by a member of our staff. If a Person does not so conduct themselves, or if in the opinion of the Company a Persons' conduct gives rise for concern, we reserve the right to prevent that Person from embarking, may require them to disembark, contain their movement on board our ship and/or require them to immediately leave the terminal facilities.
- 26.3 Passengers shall not disturb the enjoyment and comfort of other passengers on board or when waiting to board or in the process of boarding or disembarking a ship operated by the Company. Passengers shall not solicit, seek views, survey or otherwise canvass other passengers or carry out activities of a commercial or political nature including those relating to the operation of Company vessels without the prior approval of the Company in writing.
- 26.4 The Company will not refund any money paid by a Passenger prevented from travelling as a result of their failing to comply with the provisions of this Condition 26 and for the relevant journey. We shall have no liability whatsoever to any Person as a result of cancelling their travel failing to comply with the provisions of this Condition 26.

27 Smoking and Alcohol Policy

- 27.1 Smoking is not permitted on our ships except in the specific designated areas provided. It is an offence to obstruct or disconnect any fire or smoke alarms on any of our vessels.
- 27.2 Alcohol may not be brought on board any of our vessels for consumption during your crossing. We reserve the right to confiscate any alcohol believed to be, or is being consumed and has been brought onto a vessel. Alcohol may be consumed on board if it has been purchased from the onboard bars or restaurants only. We reserve the right to confiscate any other alcohol being consumed on board including alcohol purchased from on board shops. The Company will have no liability to pay compensation for any alcohol confiscated.

28 Law and Jurisdiction

Unless otherwise provided for within the provisions of the Athens Convention all contracts incorporating these Conditions shall be governed and construed by Guernsey law whose courts shall have exclusive jurisdiction over any dispute arising out of or in connection with these Conditions.

1 October 2011