



Conditions of Carriage of Passengers & 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 Transport Contract.
- 1.2. These Conditions replace all earlier terms and Conditions of the Company. They may be modified or amended by the Company at any time without notice. These Conditions can be viewed via our digital booking channels, are available upon request from our offices or from any agent through whom a Reservation 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 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 herein shall be construed 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

- 2.1. In these Conditions:

“**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**” 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 Passenger Liability Regulations and any other relevant regulations, orders or laws applicable;

“**Disabled Person**”, “**Person with reduced mobility**” “**disabled Passenger**” or “**Passenger with reduced mobility**” means any Person whose mobility when using transport is reduced as a result of physical (sensory or locomotor, permanent or temporary) or intellectual disability or impairment, or other cause of disability, or as a result of age and who needs appropriate attention and adaptation to his particular needs, of the service made available to passengers;

“**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 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 Transport Contract 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 where appropriate;

“**Passenger Liability Regulations**” means the EU Community regime relating to liability and insurance for the carriage of Passengers by sea set out within regulation 392/2009 of the European Parliament and of the Council of 23 April 2009 laying down the provisions of the Athens Convention relating to

the Carriage of Passengers and their Luggage by Sea, 1974 as amended by the Protocol of 2002 (the Athens Convention), and the International Maritime Organisation (IMO) Reservation and Guidelines for Implementation of the Athens Convention adopted by the Legal Committee of the IMO on 19 October 2006.

“**Reservation**” means a booking of a specific departure of a passenger service performed by or on behalf of the Company.

“**Transport Contract**” means a contract of carriage between the Company and a Passenger for the provision of one or more passenger services;

“**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

- 3.1. The Company enters into a Transport Contract with a Passenger which shall take effect from the time we confirm the reservation by way of a booking confirmation, and accepts to carry Passengers, their Luggage and Vehicles only upon and subject to these Conditions.
- 3.2. Where Passengers, Luggage or Vehicles are carried under a Transport Contract made on their behalf by another Person, that Person shall be deemed to have the authority of the Passenger to contract and to have contracted with the Company under these Conditions.
- 3.3. If you are making your reservation using our website (www.condorferries.co.uk) or via our other digital booking channels, you must read and accept these Conditions by ticking the appropriate checkbox. You will not be able to progress with your reservation if you do not read and accept these Conditions.
- 3.4. If you made your Reservation 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 Reservation. You will also have been told how to access them (via our digital booking channels, 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 Passenger Liability Regulations are deemed to be incorporated into this Transport Contract.
- 3.6. Details of the consolidated text of the Passenger Liability Regulations comprising of the Athens Convention and the IMO Reservation can be found at Annex I (Athens Convention) and Annex II (IMO Reservation) of these Conditions.
- 3.7. Where these Conditions are in conflict with the mandatory provision of law, regulation or convention which governs a Transport Contract or other contract of carriage the provisions of that law, regulation 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.
- 3.8. Where any applicable law, regulation or convention imposes or permits to be imposed any limits upon the liability of the Company these Conditions incorporate those limits.
- 3.9. These Conditions include all the relevant terms of making Reservations relating to the Transport Contract and are intended to contain all the Conditions of the contract between the Company and Passengers. Any waiver or variation of a Condition, or the Transport Contract to which they form part, must be agreed in writing prior to departure.

- 3.10. The Company may make other reasonable rules and regulations or give instructions to Passengers who shall 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.
- 3.11. 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, other Persons, for reasons of safety or who fails to comply with the rules, regulations or instructions given.
- 3.12. It may be necessary in some circumstances for a Passenger who has made a Reservation together with other Passengers to travel with another Carrier. These Conditions will still be deemed to apply as the Transport Contract between the Passenger and the Company.
- 3.13. This Transport Contract shall apply to any Person who has made a Reservation with another Carrier and then travels with the Company as the performing Carrier.

4. Contracts of Through-Carriage

- 4.1. Where Passengers, Luggage or Vehicles are carried under a Transport Contract, 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 Carrier 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. Rights of Passengers to Travel by Sea (Regulation EU No. 1177/2010)

- 5.1. The Company recognise the rights of Passengers including those set out in EU Regulation 1177/2010. The Company shall endeavour to ensure all Passengers are able to use the Company's services whenever it is feasible and safe to do so.
- 5.2. All prospective Passengers, including disabled Persons or those with reduced mobility, are entitled to make a Reservation with the Company to travel by ship on the same basis as any other Passengers. Disabled people and Persons with reduced mobility shall not be denied access to our services unless;
 - 5.2.1. Carriage of a disabled Person or a Person with reduced mobility places the Company in breach of safety law or regulations determined by national and/or international law or that of a competent authority;
 - 5.2.2. Design of the ship or the port infrastructure and equipment, including terminals, makes it impossible to carry out embarkation, disembarkation or carriage of the disabled passengers or those with reduced mobility in a safe or operationally feasible manner.

6. Handling of Refusals at Booking and Embarkation

- 6.1. Where the Company refuses to accept a reservation from a Passenger for a particular sailing for reasons related to the Passenger's disability or reduced mobility, we will try to identify an alternative acceptable service. Where no alternatives are available and the Passenger is unable to make a reservation, we will explain the reasons why and in writing within five working days if requested.

- 6.2. Where a disabled Person or a Person with reduced mobility has a reservation for a sailing and had provided information about their specific requirements for accommodation or need to bring medical equipment for reasons related to their disability or mobility and is nonetheless refused embarkation at the port we will;
 - 6.2.1. either provide a full refund within seven days and, if all safety requirements can be met, arrange free travel for the Person back to their first point of departure;
 - 6.2.2. or arrange, similarly if all safety requirements can be met, for the Person to be taken to their destination by a different route (or on a later sailing, if that suits the passenger) at no additional cost and under comparable Conditions;

7. Booking Facilities and Assistance for Passengers

- 7.1. If a Passenger needs particular seating or cabin accommodation adapted for disabled Passengers on board, the Passenger must notify us when the reservation is made as there is limited availability of these. The Passenger should not assume certain facilities will be available if they have not booked in advance as we will reserve cabins designed for disabled passengers on a first come first served basis.
- 7.2. If a disabled Passenger or Person with reduced mobility needs assistance at the port or on board ship, they should provide us with full details of the assistance required when making a Reservation. We shall, within our area of competence, provide assistance to disabled Persons and Persons with reduced mobility provided that:
 - 7.2.1. We have been notified in advance of the passengers need for assistance;
 - 7.2.2. The passenger arrives at the port terminal designated point of arrival no later than sixty minutes before the time of departure of the ship.
- 7.3. If a Passenger provides us with less than 48 hours notice of their assistance needs we will make every reasonable effort to accommodate the Passengers' need for assistance but we may not always be able to provide it. It is possible in such circumstances the Passenger will not be able to travel if the assistance required is necessary for the Passenger to be carried or to embark a ship in a safe or operationally feasible manner.
- 7.4. If a Passenger wishes to bring their own wheelchair on board a vessel, they should check when making their Reservation that their particular wheelchair can be safely accommodated on board, restricted to particular areas of the ship or prohibited from embarkation. Passengers should always consider that on safety grounds there may be reason to prohibit boarding or restrict the size and number of motorised and other wheelchairs within Passenger areas.
- 7.5. If a Passenger needs to bring medical equipment on board a ship, they must notify us when making their reservation. Some equipment may be restricted on board ships. Passengers may need to demonstrate electrical equipment can be safely used onboard and that such equipment is compatible with the ship's electrical supply. The passenger should also inform us of the risks to their condition of health if the equipment should fail to operate during travel. The passenger must notify us of any type of medical equipment regardless of how long the passenger has been using it.
- 7.6. We will provide assistance to disabled passengers and passengers with reduced mobility as a passenger may need in order to proceed to an appropriate seat or cabin accommodation on embarkation, to stow and retrieve Luggage, to proceed (if necessary) to any toilet facilities, and proceed to the ship's exit for disembarkation at the end of the voyage.

- 7.7. If a Passenger requires assistance with personal care, such as feeding, breathing, using medication or using the toilet, the Passenger may wish to travel with a companion who can assist. In certain circumstances and where strictly necessary we may require that a disabled Person or Person with reduced mobility is accompanied by another Person who is capable of providing the care and assistance required. Such accompanying Person may travel free of charge and we will provide information about obtaining a free ticket upon request accordingly.
- 7.8. In certain circumstances we may refuse to accept a Passenger's reservation in order to meet statutory safety requirements. This would usually relate to the requirement to evacuate all passengers from our vessels in an emergency within 30 minutes or less time for high speed craft, but this may also be influenced by weather and tidal conditions in relation to the safe operation of the vessel.
- 7.9. We may also refuse to accept a Passenger's Reservation if the design of the ship or ports it uses make it impossible to embark, disembark or carry a Passenger in a safe and operationally feasible manner. Forecast tide levels and weather conditions will also need to be considered when accepting a Reservation from a disabled passenger or Person with reduced mobility as this may affect their safe carriage or feasible embarkation and disembarkation of the vessel.
- 7.10. If we refuse a Reservation by a disabled Person or Person with reduced mobility we will immediately advise of the reasons for this. The Passenger may ask for these reasons to be provided in writing within five working days of the decision. We shall suggest an alternative sailing where these are available.
- 7.11. Where a disabled Passenger or Passenger with reduced mobility is accompanied by a recognised assistance dog that dog shall be accommodated together with the Passenger, provided we are notified in accordance with applicable national rules on the carriage of recognised assistance dogs on board ships, the provisions of Condition 27 of this Transport Contract and with the notice required within Condition 7.3 above.

8. Liabilities of the Company its Servants and Agents

- 8.1. The Company shall be liable in accordance with the provisions and limitations of the Passenger Liability Regulations whether or not the relevant Carrier has its principal place of business in the United Kingdom.
- 8.2. The Passenger Liability Regulations in most cases limits 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.
- 8.3. An action for damages arising from the death 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:
 - 8.3.1. In the case of personal injury, from the date of disembarkation of the Passenger;
 - 8.3.2. 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;
 - 8.3.3. 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.
- 8.4. 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.

- 8.5. The Company 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 for the agreed purpose of safe-keeping in which case the Company shall be liable up to the limit provided for in the Passenger Liability Regulations unless a higher limit is agreed upon in writing between the Passenger and the Company prior to departure.
- 8.6. Except as provided for within the Passenger Liability Regulations, the Company shall not be liable for any loss, damage or expense suffered by or relating to Passengers, Luggage, Vehicles or animals howsoever caused.
- 8.7. Subject always to the provisions of the Passenger Liability Regulations, 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 of and for the benefit of all such Persons and they shall, for the purposes of these Conditions, be parties to any contract covered by these Conditions.

9. Booking Conditions and Booking Confirmation

- 9.1. All terms and Conditions described herein shall apply to all bookings confirmed whether made by telephone, post, in Person, via the digital services 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. Where a 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 specifically agreed with the Company at the time of booking.
- 9.8. 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.
- 9.9. If a Passenger fails to produce a valid booking confirmation within a reasonable time he shall pay the full fare for the journey intended.

- 9.10. 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.
- 9.11. 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.
- 9.12. If a Passenger does not take a return journey of a booking the Company may 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.
- 9.13. 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.
- 9.14. 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.

10. Cost of Carriage

- 10.1. The rates for carriage include port taxes, but any Customs, excise or other duties and expenses shall be the responsibility of the Passenger.
- 10.2. 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.
- 10.3. 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 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.

11. Variation in Services

- 11.1. A ship may have to sail before the published time of departure for operational reasons. Passengers with accompanied Vehicles, Passengers with disabilities or Passengers with reduced mobility should check in not less than one hour prior to the published departure time. Foot Passengers should check in not less than forty minutes before departure. All times published are local times.
- 11.2. A ship may sail:
 - 11.2.1. 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;
 - 11.2.2. Carry goods of any kind, dangerous or otherwise, and sail armed or unarmed.
- 11.3. Where reasonably necessary a ship may:
 - 11.3.1. Use any port or ports in any order for any purpose whether or not forming part of the schedule or route;

- 11.3.2. 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;
- 11.4. 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.
- 11.5. The Company may;
 - 11.5.1. 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;
 - 11.5.2. Place any ship or craft in dry dock with or without Luggage or Vehicles on board;
 - 11.5.3. Carry Luggage or Vehicles on deck or in any part of a ship.
- 11.6. Exercise of the rights mentioned in this Condition 11 is on and subject to these Conditions, forms part of the Transport Contract relating to Passengers, Luggage or Vehicles and does not constitute a breach of contract between the Company and Passenger.
- 11.7. Where reasonably necessary, a ship may leave before or after the advertised or scheduled time.
- 11.8. The Company may, where reasonably necessary;
 - 11.8.1. Dispatch any ship with or without any Passenger, Luggage or Vehicle booked or reserved to travel;
 - 11.8.2. Carry any Passengers, Luggage or Vehicle in such ships or from any port as the Company may reasonably decide even though they may have a reservation for a particular ship or for a specified port.
- 11.9. Booking confirmations and information regarding service variations and disruptions including travel delays and cancellations shall be sent by any means appropriate including e-mail and/or to SMS addresses provided to the Company at the time of the Reservation and shall be deemed to be acceptable evidence of communication regarding such variations in service.
- 11.10. Passengers shall adhere to and follow instructions given by the Company concerning service variations and disruptions including travel delays and cancellations howsoever received. The Company shall not be liable for any loss, damage or expense arising from a Passenger failing to follow instructions given in relation to service variations, disruptions, delays or cancellations.
- 11.11. Nothing contained within this Condition 12 shall affect a Passengers rights under the Passenger Liability Regulations or in any other respect.

12. Accommodation

- 12.1. If a reserved seat, berth or other accommodation is not available to a Passenger for whom a confirmed booking is made or there is insufficient accommodation, the Company shall refund any sum which has been paid by the Passenger in accordance with Condition 16.
- 12.2. 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.
- 12.3. 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.

- 12.4. 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.
- 12.5. 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.
- 12.6. 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.

13. Persons with Medical Conditions and Pregnancy

- 13.1. A Passenger suffering from a known or suspected medical or health condition which makes sea travel inadvisable on health or medical grounds, or is more than 28 weeks pregnant, must notify the Company of that condition at the time of making a Reservation and upon the Company's request provide a medical certificate confirming their fitness to travel no later than 48 hours before the scheduled departure time and at their own cost.
- 13.2. The Company will not accept a Passenger for carriage who is more than 34 weeks pregnant at the date of departure.
- 13.3. The Company may at its own discretion refuse to carry any Passenger referred to in this Condition 13 on any ship or at all even though a medical certificate has been produced and, subject always to the provisions of the Passenger Liability Regulations and the rights of Passengers under any other laws and regulations, the Company shall not be liable for any loss, damage or expense arising from its failure or refusal to carry any such Passenger or for any other Passenger refused carriage.

14. Unaccompanied Children

- 14.1. The Company will refuse to carry children who, on the date of travel, are under the age of 16 years, unless they are accompanied by a parent, guardian or other authorised person of 16 years of age or older acting as a chaperone with the express written authority of the parent or guardian at the time of booking and during all parts of the journey at ports and on ships.
- 14.2. Minors aged 16 or 17 may travel unaccompanied if their parent or guardian provides their written consent for the minor to travel independently, at the time of making a booking. No specific additional services shall be provided by the Company to a person aged 16 or 17. Such persons may accompany up to two minors below the age of 16 on the same basis but shall do so at the absolute discretion of the Company who shall be entitled to deny boarding for reasons concerning their safety and security and or the safety and security of other passengers or crew.
- 14.3. Persons of French nationality under the age of 18 must provide written consent from their parent or guardian in accordance with French law.
- 14.4. No person under the age of 18 will be allowed to travel on overnight services such as those provided on Commodore Clipper unless they are accompanied by an adult.
- 14.5. Bookings for groups of persons (being 10 or more people) aged 16 and/or 17 will not be permitted without an accompanying responsible adult travelling at the same time.
- 14.6. Chaperone rates for a non-landing passage for the purpose of transferring a child under the age of 16 shall remain available.
- 14.7. The Company reserves the right to ask any passenger whom they have reason to believe is aged 20 or younger, to prove their age at the check in or when boarding unless they are accompanied by an adult who can prove they are aged 18 or over.

- 14.8. Specific fares are available exclusively to chaperones whose sole reason for travel is to conduct handover of the minor to a parent, guardian or to other authorised person with the express authority of the parent or guardian. The chaperone will not normally land ashore beyond the port confines and must then return immediately on the next available service to their original point of departure.
- 14.9. The number of chaperone spaces permitted to travel may be limited per departure and are available for foot passenger travel only with no provision being made for accompanying vehicles.
- 14.10. In the event the authorised person, parent or guardian is not present on arrival for the handover, the chaperone may wait for the appointed Person but will forfeit the return sector of their chaperone fare should they miss the next available service to their original point of departure but may, subject to availability pay a full single fare to return to their point of departure.
- 14.11. Reservations for young Persons under the age of 16 and a chaperone can only be made at local port offices or by telephone to the Reservations Centre on 0845 609 1026 for departures from the United Kingdom and the Channel Islands or on (0033) 825 125 125 for departures from France.
- 14.12. Subject always to the provisions of the Passenger Liability Regulations, 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 14.

15. Cancellation or Amendment by Passenger

- 15.1. If a booking 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.

16. Refusal to Carry and Refunds

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 Reservation.
- 16.4. 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 make an additional charge to carry the Passenger, Luggage or Vehicle.
- 16.5. No refund will be given in respect of Passengers removed from the ship for any 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.
- 16.6. A refund will only be paid if an application is submitted in writing to the Company together with a copy of the booking confirmation within two months of the date of departure.

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

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

17. Matters Outside the Company's Control (Force Majeure)

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

17.1.1. Cancel the voyage;

17.1.2. Alter the advertised route;

17.1.3. Delay the ship at or off any port or place;

17.1.4. 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;

17.1.5. Subject to the provisions of any law or regulation, without being liable for any loss, damage or expense sustained by the Passengers, Luggage or Vehicles.

17.2. 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 Transport 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:-

17.2.1. Act of God including earthquakes, storm, lightning, tempest, flood or inclement weather;

17.2.2. 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;

17.3. 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);

17.3.1. Nuclear explosion, radioactive or ionizing radiation;

17.3.2. 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;

17.3.3. 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;

17.3.4. Import or export regulations or embargoes or quarantine restrictions;

17.3.5. Liability to wastage in bulk, or in weight, latent defect or inherent defect, quality or vice or natural deterioration of the Vessel or Property;

17.3.6. Actions of Passenger's including their neglect or default or breach of or failure to comply with any provision of these Conditions;

17.3.7. Insufficient or improper packing or labelling or addressing of Luggage or other goods carried;

17.3.8. Handling, loading, stowage or unloading of the Luggage by the Passenger or any Person acting on their behalf;

- 17.3.9. 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.
- 17.4. 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.

18. Animals and Pets

- 18.1. Animals, with the exception of certificated assistance dogs, must not be taken into any Passenger accommodation.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. Passengers shall be entirely responsible for the movement of their animals onto and off the vessel and onwards thereafter.
- 18.6. 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.
- 18.7. Unaccompanied animals will not be accepted for carriage in any circumstances.
- 18.8. 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.

19. Carriage of Luggage

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.

20. Luggage Allowance

- 20.1. 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 for freight applicable at the time. 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.
- 20.2. A vehicle carrying commercial goods or involved in a commercial venture or is a vehicle constructed and/or designed for the carriage of commercial goods shall be reserved as freight regardless of its dimensions.
- 20.3. 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 the company notified before being checked in.
- 20.4. Any other Luggage not described within Conditions 20.1 and 20.2 may be carried by prior arrangement with the Company or within and not protruding from a Vehicle.
- 20.5. 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.
- 20.6. The Company may excise a lien on any Passenger's Luggage for all unpaid moneys due from that Passenger to the Company.

21. Lost Property and Unclaimed Luggage Entrusted to the Company

- 21.1. 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 lost Luggage or property in the same way as it may deal with unclaimed Luggage entrusted to it.
- 21.2. 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.
- 21.3. 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.
- 21.4. The Company shall not be liable for any loss of or damage to Luggage stored for the reasons described within Condition 21.3.
- 21.5. Notwithstanding the provisions of Condition 21.4, 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.
- 21.6. 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.

- 21.7. 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.
- 21.8. 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.

22. Examination or Detention of Luggage by Customs or Other Authorities

- 22.1. 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.
- 22.2. 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.
- 22.3. During such detention, the Company will hold the Vehicle or goods at the owner's expense and sole risk.

23. Failure to Deliver

- 23.1. 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.

24. Parking and Access to Vehicles on Board Ship

- 24.1. A Person may only access 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.
- 24.2. 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 28 of these Conditions.

25. Petrol and Diesel Fuel, Liquefied Petroleum and Hydrocarbon Gas

- 25.1. 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.
- 25.2. Special written authority for carriage must be obtained from the Company in respect of any Vehicle propelled by liquefied petroleum gas (LPG).
- 25.3. Vehicles may carry a small number of cylinders of liquefied hydrocarbon gas for purposes such as camping provided that:
 - 25.3.1. All cylinders are declared to the ship's Master;

- 25.3.2. 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;
- 25.3.3. All cylinders shall be adequately secured in the Vehicle against the movement of the ship.
- 25.4. Any cylinder found to be leaking, inadequately secured or inadequately connected to an appliance will not be accepted for shipment.
- 25.5. 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.

26. Dangerous Goods

- 26.1. The Company will not accept on board ship or for carriage by individuals in private vehicles such as cars/caravans/trailers /mobile homes any dangerous goods unless previously agreed in writing in special circumstances and only under the provisions of Marine Guidance Notice 545 (MGN 545) issued by the Maritime Coastguard Agency and approved by the Flag State applicable as varied from time to time. Details of such special circumstances are published on the Company's website under Frequently Asked Questions (FAQ's).
- 26.2. 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. This includes all forms of compressed gas except the minimum necessary quantity of medical oxygen which if required by a Passenger on passage must be notified to the Company at the time of making a Reservation. All flammable gas cylinders, compressed air tanks (e.g. scuba tanks) if carried must be empty.
- 26.3. A small quantity of camping gas may be carried as one gas cylinder only to permit caravans and campervans to travel only, attached in its usual stowage position provided it is disconnected and isolated provided the Company has been advised before boarding. This exemption does not extend to permit the carriage of camping gas cylinders either within other vehicles or in the baggage of foot passengers (either checked in or as hand baggage), due to the increased explosion risk in the event of fire.
- 26.4. Inflammables (including matches), explosives, corrosives, firearms, and any other articles which may involve undue risk must not be packed in Luggage.

27. Carriage of Boats

- 27.1. 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.
- 27.2. Distress signals, flares and other fire equipment must be declared to the Ship's Master.

28. Liabilities of Passengers and/or Owners

- 28.1. 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:
 - 28.1.1. 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;

- 28.1.2. 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;
- 28.1.3. 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.

29. Safety and Security

- 29.1. 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.
- 29.2. 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 16 of these Conditions but we shall otherwise have no other liability to you.
- 29.3. 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.
- 29.4. 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.
- 29.5. The Company will not refund any money paid by a Passenger prevented from travelling as a result of their failure to comply with the terms of this Condition 29. We shall have no liability whatsoever to any Person as a result of cancelling their travel for failing to comply with the provisions of this Condition 29.

30. Data Protection

- 30.1. We take our responsibilities regarding your privacy and the security of personal information given to us very seriously. Data we obtain from you is required to process your Reservation or to contact you and advise you of variations necessarily made to our services.

31. Smoking and Alcohol Policy

- 31.1. 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.
- 31.2. 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.

32. Law and Jurisdiction

- 32.1. Unless otherwise provided for within the provisions of the Passenger Liability Regulations 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.

ANNEX I

PROVISIONS OF THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA RELEVANT FOR THE APPLICATION OF THIS REGULATION

(Consolidated text of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention)

Article 1

Definitions

In this Convention the following expressions have the meaning hereby assigned to them:

'carrier' means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by that person or by a performing carrier;

'performing carrier' means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage; and

'carrier who actually performs the whole or a part of the carriage' means the performing carrier, or, in so far as the carrier actually performs the carriage, the carrier;

'contract of carriage' means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;

'ship' means only a seagoing vessel, excluding an air-cushion vehicle;

'passenger' means any person carried in a ship: under a contract of carriage; or

who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;

'luggage' means any article or vehicle carried by the carrier under a contract of carriage, excluding:

articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods; and

live animals;

'cabin luggage' means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle;

'loss of or damage to luggage' includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labour disputes;

'carriage' covers the following periods:

with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during

which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation; with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;

with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;

'international carriage' means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State;

'Organisation' means the International Maritime Organisation;

'Secretary-General' means the Secretary-General of the Organisation.

Article 1 bis

Annex

The Annex to this Convention shall constitute an integral part of the Convention.

Article 2

Application

[...] (Not reproduced).

Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport, to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

Article 3

Liability of the carrier

For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250 000 units of account, unless the carrier proves that the incident:

resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or

was wholly caused by an act or omission done with the intent to cause the incident by a third party.

If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.

For the loss suffered as a result of the loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.

For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

For the purposes of this Article:

'shipping incident' means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship;

'fault or neglect of the carrier' includes the fault or neglect of the servants of the carrier, acting within the scope of their employment;

'defect in the ship' means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers, or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and

'loss' shall not include punitive or exemplary damages.

The liability of the carrier under this Article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.

Nothing in this Convention shall prejudice any right of recourse of the carrier against any third party, or the defence of contributory negligence under Article 6 of this Convention. Nothing in this Article shall prejudice any right of limitation under Articles 7 or 8 of this Convention.

Presumptions of fault or neglect of a party or the allocation of the burden of proof to a party shall not prevent evidence in favour of that party from being considered.

Article 4

Performing carrier

If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.

The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.

Any special agreement under which the carrier assumes obligations not imposed by this Convention or any waiver of rights conferred by this Convention shall affect the performing carrier only if agreed by him expressly and in writing.

Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.

Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

Article 4bis

Compulsory insurance

When passengers are carried on board a ship registered in a State Party that is licensed to carry more than twelve passengers, and this Convention applies, any carrier who actually performs the whole or a part of the carriage shall maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover liability under this Convention in respect of the death of and personal injury to passengers. The limit of the compulsory insurance or other financial security shall not be less than 250 000 units of account per passenger on each distinct occasion.

A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship after the appropriate authority of a State Party has determined that the requirements of paragraph 1 have been complied with. With respect to a ship registered in a State Party, such certificate shall be issued or certified by the appropriate authority of the State of the ship's registry; with respect to a ship not registered in a State Party it may be issued or certified by the appropriate authority of any State Party. This certificate shall be in the form of the model set out in the annex to this Convention and shall contain the following particulars:

name of ship, distinctive number or letters and port of registry;

name and principal place of business of the carrier who actually performs the whole or a part of the carriage;

IMO ship identification number;

type and duration of security;

name and principal place of business of insurer or other person providing financial security and, where appropriate, place of business where the insurance or other financial security is established; and

period of validity of the certificate, which shall not be longer than the period of validity of the insurance or other financial security.

A State Party may authorise an institution or an organisation recognised by it to issue the certificate. Such institution or organisation shall inform that State of the issue of each certificate. In all cases, the State Party shall fully guarantee

the completeness and accuracy of the certificate so issued, and shall undertake to ensure the necessary arrangements to satisfy this obligation.

A State Party shall notify the Secretary-General of:

the specific responsibilities and conditions of the authority delegated to an institution or organisation recognised by it;

the withdrawal of such authority; and

the date from which such authority or withdrawal of such authority takes effect.

An authority delegated shall not take effect prior to three months from the date on which notification to that effect was given to the Secretary-General.

The institution or organisation authorised to issue certificates in accordance with this paragraph shall, as a minimum, be authorised to withdraw these certificates if the conditions under which they have been issued are not complied with. In all cases the institution or organisation shall report such withdrawal to the State on whose behalf the certificate was issued.

The certificate shall be in the official language or languages of the issuing State. If the language used is not English, French or Spanish, the text shall include a translation into one of these languages, and, where the State so decides, the official language of the State may be omitted.

The certificate shall be carried on board the ship, and a copy shall be deposited with the authorities who keep the record of the ship's registry or, if the ship is not registered in a State Party, with the authority of the State issuing or certifying the certificate.

An insurance or other financial security shall not satisfy the requirements of this Article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate, before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 5, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or other financial security no longer satisfying the requirements of this Article.

The State of the ship's registry shall, subject to the provisions of this Article, determine the conditions of issue and validity of the certificate.

Nothing in this Convention shall be construed as preventing a State Party from relying on information obtained from other States or the Organisation or other international organisations relating to the financial standing of providers of insurance or other financial security for the purposes of this Convention. In such cases, the State Party relying on such information is not relieved of its responsibility as a State issuing the certificate.

Certificates issued or certified under the authority of a State Party shall be accepted by other States Parties for the purposes of this Convention and shall be regarded by other States Parties as having the same force as certificates issued or certified by them, even if issued or certified in respect of a ship not registered in a State Party. A State

Party may at any time request consultation with the issuing or certifying State should it believe that the insurer or guarantor named in the insurance certificate is not financially capable of meeting the obligations imposed by this Convention.

Any claim for compensation covered by insurance or other financial security pursuant to this Article may be brought directly against the insurer or other person providing financial security. In such case, the amount set out in paragraph 1 applies as the limit of liability of the insurer or other person providing financial security, even if the carrier or the performing carrier is not entitled to limitation of liability. The defendant may further invoke the defences (other than the bankruptcy or winding up) which the carrier referred to in paragraph 1 would have been entitled to invoke in accordance with this Convention. Furthermore, the defendant may invoke the defence that the damage resulted from the wilful misconduct of the assured, but the defendant shall not invoke any other defence which the defendant might have been entitled to invoke in proceedings brought by the assured against the defendant. The defendant shall in any event have the right to require the carrier and the performing carrier to be joined in the proceedings.

Any sums provided by insurance or by other financial security maintained in accordance with paragraph 1 shall be available exclusively for the satisfaction of claims under this Convention, and any payments made of such sums shall discharge any liability arising under this Convention to the extent of the amounts paid.

A State Party shall not permit a ship under its flag to which this Article applies to operate at any time unless a certificate has been issued under paragraphs 2 or 15.

Subject to the provisions of this Article, each State Party shall ensure, under its national law, that insurance or other financial security, to the extent specified in paragraph 1, is in force in respect of any ship that is licensed to carry more than twelve passengers, wherever registered, entering or leaving a port in its territory in so far as this Convention applies.

Notwithstanding the provisions of paragraph 5, a State Party may notify the Secretary-General that, for the purposes of paragraph 13, ships are not required to carry on board or to produce the certificate required by paragraph 2 when entering or leaving ports in its territory, provided that the State Party which issues the certificate has notified the Secretary-General that it maintains records in an electronic format, accessible to all States Parties, attesting the existence of the certificate and enabling States Parties to discharge their obligations under paragraph 13.

If insurance or other financial security is not maintained in respect of a ship owned by a State Party, the provisions of this Article relating thereto shall not be applicable to such ship, but the ship shall carry a certificate issued by the appropriate authorities of the State of the ship's registry, stating that the ship is owned by that State and that the liability is covered within the amount prescribed in accordance with paragraph 1. Such a certificate shall

follow as closely as possible the model prescribed by paragraph 2.

Article 5

Valuables

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a higher limit is agreed upon in accordance with paragraph 1 of Article 10.

Article 6

Contributory fault

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the Court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court.

Article 7

Limit of liability for death and personal injury

The liability of the carrier for the death of or personal injury to a passenger under Article 3 shall in no case exceed 400 000 units of account per passenger on each distinct occasion. Where, in accordance with the law of the court seized of the case, damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.

A State Party may regulate by specific provisions of national law the limit of liability prescribed in paragraph 1, provided that the national limit of liability, if any, is not lower than that prescribed in paragraph 1. A State Party, which makes use of the option provided for in this paragraph, shall inform the Secretary-General of the limit of liability adopted or of the fact that there is none.

Article 8

Limit of liability for loss of or damage to luggage and vehicles

The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 2 250 units of account per passenger, per carriage.

The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 12 700 units of account per vehicle, per carriage.

The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 shall in no case exceed 3 375 units of account per passenger, per carriage.

The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not exceeding 149 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

Article 9

Unit of Account and conversion

The Unit of Account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 3(1), Article 4bis(1), Article 7(l) and Article 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the value of that currency by reference to the Special Drawing Right on the date of the judgment or the date agreed upon by the parties. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State Party.

Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 may, at the time of ratification, acceptance, approval of or accession to this Convention or at any time thereafter, declare that the Unit of Account referred to in paragraph 1 shall be equal to 15 gold francs. The gold franc referred to in this paragraph corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the gold franc into the national currency shall be made according to the law of the State concerned.

The calculation mentioned in the last sentence of paragraph 1, and the conversion mentioned in paragraph 2 shall be made in such a manner as to express in the national currency of the States Parties, as far as possible, the same real value for the amounts in Article 3(1), Article 4bis(1), Article 7(1) and Article 8 as would result from the application of the first three sentences of paragraph 1. States shall communicate to the Secretary-General the manner of calculation pursuant to paragraph 1, or the result of the conversion in paragraph 2, as the case may be, when depositing an instrument of ratification, acceptance, approval of or accession to this Convention and whenever there is a change in either.

Article 10

Supplementary provisions on limits of liability

The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.

Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

Article 11

Defences and limits for carriers' servants

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits

of liability which the carrier or the performing carrier is entitled to invoke under this Convention.

Article 12

Aggregation of claims

Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.

In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.

In any case where a servant or agent of the carrier or of the performing carrier is entitled under Article 11 of this Convention to avail himself of the limits of liability prescribed in Articles 7 and 8, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits.

Article 13

Loss of right to limit liability

The carrier shall not be entitled to the benefit of the limits of liability prescribed in Articles 7 and 8 and Article 10(1), if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

The servant or agent of the carrier or of the performing carrier shall not be entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

Article 14

Basis for claims

No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Convention.

Article 15

Notice of loss or damage to luggage

The passenger shall give written notice to the carrier or his agent:

in the case of apparent damage to luggage:

for cabin luggage, before or at the time of disembarkation of the passenger;

for all other luggage, before or at the time of its re-delivery;
EN 28.5.2009 Official Journal of the European Union L 131/35.

in the case of damage to luggage which is not apparent, or loss of luggage, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

If the passenger fails to comply with this Article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

Article 16

Time-bar for actions

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:

in the case of personal injury, from the date of disembarkation of the passenger;

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;

in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

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

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;

a period of three years beginning with the date when the claimant knew or ought reasonably to have known of the injury, loss or damage caused by the incident. 4. Notwithstanding paragraphs 1, 2 and 3 of this Article, the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen. The declaration or agreement shall be in writing.

Article 17 Competent jurisdiction (Not reproduced.)

Article 17bis Recognition and enforcement (Not reproduced.)

Article 18 Invalidity of contractual provisions Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to the passenger's luggage, purporting to relieve any person liable under this Convention of liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in Article 8, paragraph 4, and any such provision purporting to shift the

burden of proof which rests on the carrier or performing carrier, or having the effect of restricting the options specified in Article 17, paragraphs 1 or 2, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.

Article 20

Nuclear damage

No liability shall arise under this Convention for damage caused by a nuclear incident:

if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or any amendment or Protocol thereto which is in force; or

if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions or any amendment or Protocol thereto which is in force.

Article 21

Commercial carriage by public authorities

This Convention shall apply to commercial carriage undertaken by States or Public Authorities under contract of carriage within the meaning of Article 1.

[Articles 22 and 23 of the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974]

Article 22

Revision and amendment (Not reproduced.)

Article 23

Amendment of limits

Without prejudice to the provisions of Article 22, the special procedure in this Article shall apply solely for the purposes of amending the limits set out in Article 3(1), Article 4bis(1), Article 7(1) and Article 8 of the Convention as revised by this Protocol.

Upon the request of at least one half, but in no case less than six, of the States Parties to this Protocol, any proposal to amend the limits, including the deductibles, specified in Article 3(1), Article 4bis(1), Article 7(1) and Article 8 of the Convention as revised by this Protocol shall be circulated by the Secretary General to all Members of the Organisation and to all States Parties.

Any amendment proposed and circulated as above shall be submitted to the Legal Committee of the Organisation (hereinafter referred to as 'the Legal Committee') for consideration at a date at least six months after the date of its circulation.

All States Parties to the Convention as revised by this Protocol, whether or not Members of the Organisation, shall be entitled to participate in the proceedings of the Legal

Committee for the consideration and adoption of amendments.

Amendments shall be adopted by a two thirds majority of the States Parties to the Convention as revised by this Protocol present and voting in the Legal Committee expanded as provided for in paragraph 4, on condition that at least one half of the States Parties to the Convention as revised by this Protocol shall be present at the time of voting.

When acting on a proposal to amend the limits, the Legal Committee shall take into account the experience of incidents and, in particular, the amount of damage resulting therefrom, changes in the monetary values and the effect of the proposed amendment on the cost of insurance.

No amendment of the limits under this Article may be considered less than five years from the date on which this Protocol was opened for signature nor less than five years from the date of entry into force of a previous amendment under this Article.

No limit may be increased so as to exceed an amount which corresponds to the limit laid down in the Convention as revised by this Protocol increased by six per cent per year calculated on a compound basis from the date on which this Protocol was opened for signature.

No limit may be increased so as to exceed an amount which corresponds to the limit laid down in the Convention as revised by this Protocol multiplied by three.

Any amendment adopted in accordance with paragraph 5 shall be notified by the Organisation to all States Parties. The amendment shall be deemed to have been accepted at the end of a period of 18 months after the date of notification, unless within that period not less than one fourth of the States that were States Parties at the time of the adoption of the amendment have communicated to the Secretary General that they do not accept the amendment, in which case the amendment is rejected and shall have no effect.

An amendment deemed to have been accepted in accordance with paragraph 8 shall enter into force 18 months after its acceptance.

All States Parties shall be bound by the amendment, unless they denounce this Protocol in accordance with Article 21, paragraphs 1 and 2 at least six months before the amendment enters into force. Such denunciation shall take effect when the amendment enters into force.

When an amendment has been adopted but the 18 month period for its acceptance has not yet expired, a State which becomes a State Party during that period shall be bound by the amendment if it enters into force. A State which becomes a State Party after that period shall be bound by an amendment which has been accepted in accordance with paragraph 8. In the cases referred to in this paragraph, a State becomes bound by an amendment when that amendment enters into force, or when this Protocol enters into force for that State, if later.

ANNEX II

Extract from the IMO Reservation and Guidelines for Implementation of THE ATHENS Convention, adopted by the Legal Committee of the INTERNATIONAL MARITIME ORGANISATION on 19 October 2006

IMO RESERVATION AND GUIDELINES FOR IMPLEMENTATION OF THE ATHENS CONVENTION

Reservation

The Athens Convention should be ratified with the following reservation or a declaration to the same effect:

'[1.1.] Reservation in connection with the ratification by the Government of ... of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 (the Convention)

Limitation of liability of carriers, etc.

[1.2.] The Government of ... reserves the right to and undertakes to limit liability under paragraph 1 or 2 of Article 3 of the Convention, if any, in respect of death of or personal injury to a passenger caused by any of the risks referred to in paragraph 2.2 of the IMO Guidelines for Implementation of the Athens Convention to the lower of the following amounts:

250 000 units of account in respect of each passenger on each distinct occasion, or;

340 million units of account overall per ship on each distinct occasion.

[1.3.] Furthermore, the Government of ... reserves the right to and undertakes to apply the IMO Guidelines for Implementation of the Athens Convention paragraphs 2.1.1 and 2.2.2 *mutatis mutandis*, to such liabilities.

[1.4.] The liability of the performing carrier pursuant to Article 4 of the Convention, the liability of the servants and agents of the carrier or the performing carrier pursuant to Article 11 of the Convention and the limit of the aggregate of the amounts recoverable pursuant to Article 12 of the Convention shall be limited in the same way.

[1.5.] The reservation and undertaking in paragraph 1.2 will apply regardless of the basis of liability under paragraph 1 or 2 of Article 3 and notwithstanding anything to the contrary in Article 4 or 7 of the Convention; but this reservation and undertaking do not affect the operation of Articles 10 and 13.

Compulsory insurance and limitation of liability of insurers

[1.6.] The Government of ... reserves the right to and undertakes to limit the requirement under paragraph 1 of Article 4bis to maintain insurance or other financial security for death or personal injury to a passenger caused by any of the risks referred to in paragraph 2.2 of the IMO Guidelines for Implementation of the Athens Convention to the lower of the following amounts:

250 000 units of account in respect of each passenger on each distinct occasion, or;

340 million units of account overall per ship on each distinct occasion.

[1.7.] The Government of ... reserves the right to and undertakes to limit the liability of the insurer or other person

providing financial security under paragraph 10 of Article 4bis, for death or personal injury to a passenger caused by any of the risks referred to in paragraph 2.2 of the IMO Guidelines for Implementation of the Athens Convention, to a maximum limit of the amount of insurance or other financial security which the carrier is required to maintain under paragraph 1.6 of this reservation.

[1.8.] The Government of ... also reserves the right to and undertakes to apply the IMO Guidelines for Implementation of the Athens Convention including the application of the clauses referred to in paragraphs 2.1 and 2.2 in the Guidelines in all compulsory insurance under the Convention.

[1.9.] The Government of ... reserves the right to and undertakes to exempt the provider of insurance or other financial security under paragraph 1 of Article 4bis from any liability for which he has not undertaken to be liable.

Certification

[1.10.] The Government of ... reserves the right to and undertakes to issue insurance certificates under paragraph 2 of Article 4bis of the Convention so as:

to reflect the limitations of liability and the requirements for insurance cover referred to in paragraphs 1.2, 1.6, 1.7 and 1.9, and

to include such other limitations, requirements and exemptions as it finds that the insurance market conditions at the time of the issue of the certificate necessitate.

[1.11.] The Government of ... reserves the right to and undertakes to accept insurance certificates issued by other States Parties issued pursuant to a similar reservation.

[1.12.] All such limitations, requirements and exemptions will be clearly reflected in the Certificate issued or certified under paragraph 2 of Article 4bis of the Convention.

Relationship between this Reservation and the IMO Guidelines for Implementation of the Athens Convention

[1.13.] The rights retained by this reservation will be exercised with due regard to the IMO Guidelines for Implementation of the Athens Convention, or to any amendments thereto, with an aim to ensure uniformity. If a proposal to amend the IMO Guidelines for Implementation of the Athens Convention, including the limits, has been approved by the Legal Committee of the International Maritime Organisation, those amendments will apply as from the time determined by the Committee. This is without prejudice to the rules of international law regarding the right of a State to withdraw or amend its reservation.'

Guidelines 2. In the current state of the insurance market, State Parties should issue insurance certificates on the basis of one undertaking from an insurer covering war risks, and another insurer covering non war risks. Each insurer should only be liable for its part. The following rules should apply (the clauses referred to are set out in Appendix A): 2.1. Both war and non war insurance may be subject to the following clauses:

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause (Institute clause No 370);

Institute Cyber Attack Exclusion Clause (Institute clause No 380);

the defences and limitations of a provider of compulsory financial security under the Convention as modified by these guidelines, in particular the limit of 250 000 units of account per passenger on each distinct occasion;

the proviso that the insurance shall only cover liabilities subject to the Convention as modified by these guidelines; and,

the proviso that any amounts settled under the Convention shall serve to reduce the outstanding liability of the carrier and/or its insurer under Article 4bis of the Convention even if they are not paid by or claimed from the respective war or non war insurers.

War insurance shall cover liability, if any; for the loss suffered as a result of death or personal injury to passenger caused by:

war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power,

capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat,

derelict mines, torpedoes, bombs or other derelict weapons of war,

act of any terrorist or any person acting maliciously or from a political motive and any action taken to prevent or counter any such risk,

confiscation and expropriation,

and may be subject to the following exemptions, limitations and requirements:

War Automatic Termination and Exclusion Clause

In the event the claims of individual passengers exceed in the aggregate the sum of 340 million units of account overall per ship on any distinct occasion, the carrier shall be entitled to invoke limitation of his liability in the amount of 340 million units of account, always provided that:

this amount should be distributed amongst claimants in proportion to their established claims,

the distribution of this amount may be made in one or more portions to claimants known at the time of the distribution, and

the distribution of this amount may be made by the insurer, or by the Court or other competent authority seized by the insurer in any State Party in which legal proceedings are instituted in respect of claims allegedly covered by the insurance.

30 days notice clause in cases not covered by 2.2.1.

Non-war insurance should cover all perils subject to compulsory insurance other than those risks listed in 2.2, whether or not they are subject to exemptions, limitations or requirements in 2.1 and 2.2.

An example of a set of insurance undertakings (Blue Cards) and an insurance certificate, all reflecting these guidelines, are included in Appendix B.