

## P&O EUROPEAN FERRIES (IRISH SEA) TERMS OF BUSINESS

These Terms of Business apply to your contract with us. We believe that they are fair and clear.

### PLEASE READ THEM CAREFULLY.

#### 1. YOUR CONTRACT WITH US

(i) The following definitions apply to the Terms of Business.

"Irish Sea routes" means sailings between Larne and Cairnryan/Troon and Liverpool/Dublin or any other routes that may be operated by us across or around the Irish Sea.

"North Sea routes" means sailings between Hull and Rotterdam/Zeebrugge or any other routes that may be operated by us across or around the North Sea.

"Short Sea routes" means sailings between Dover and Calais or any other routes operated by us across or around the English Channel.

"Western Channel routes" means sailings between Portsmouth and Bilbao and any other routes operated by us across or around the Western Channel.

"Restricted Duration" means bookings where your outward and return journeys must be completed within a given period of time.

"Total Fare" means the full price paid excluding any amounts for rail or road travel booked through us.

(ii) Your contract is with either

(a) P&O Short Sea Ferries, if you are sailing on a Short Sea route;

(b) P&O European Ferries (Irish Sea) Limited, if you are sailing on an Irish Sea route;

(c) P&O North Sea Ferries, if you are sailing on a North Sea route; or

(d) P&O European Ferries (Portsmouth) Limited, if you are sailing on a Western Channel route.

References to "we", "us" and "our" are to the relevant company (trading as P&O Ferries or P&O Irish Sea, as applicable), including where appropriate our employees, agents, independent contractors, sub-contractors (including stevedores) and port authorities who shall all have the benefit of the defences and limitations provided by these Terms of Business.

(iii) Your contract with us shall take effect from the time that we confirm your booking with us by way of your booking reference. Bookings are not transferable.

(iv) By making a booking with us, you accept that these Terms of Business apply both to you and to all persons on whose behalf your booking is also made and you thereby confirm that you have the necessary authority of such persons to do so on their behalf.

(v) Your contract is governed by these Terms of Business and by all legislation compulsorily applicable, including the Athens Convention 1974 governing carriage of passengers and their luggage by sea.

(vi) In some circumstances (see clause 5(ii) below) it may be necessary for you to travel with another carrier. In those circumstances, these Terms of Business will still apply.

(vii) Where you travel with us on a booking made with another carrier, then our Terms of Business will apply.

(viii) Your contract with us is governed by English law and the English courts shall have non-exclusive jurisdiction over any dispute with us.

(ix) Where your booking includes travel by road or rail, then that part of your journey will be subject to any relevant terms and conditions of the particular carrier concerned and to applicable international conventions. Further details can be obtained on request from the relevant operator.

(x) All products and services described in our brochures, whether in printed or electronic form are subject to availability at the time of booking. Sailing schedules and vessel disposition are subject to change. Sailings may be restricted over Christmas and New Year.

(xi) On board facilities may vary depending on route, vessel, dates and times of travel.

(xii) From time to time, in particular but not restricted to special offers, other terms and

conditions will be applicable. These will be deemed to form part of these Terms of Business.

(xiii) For security reasons, enquiries or modifications in respect of your booking will only be dealt with upon completion of security questions.

(xiv) Travel confirmations and information regarding service disruptions may be sent to the e mail and/or SMS address that you have provided us with.

#### 2. BOOKING AND PAYMENT

(i) Vehicles and trailers/caravans in excess of 6m long and/or 1.83m high (1.80m high for Irish Sea routes) must be declared at the time of booking, including where appropriate the addition of roof racks, cycles etc. Supplements may apply to such vehicles. Only trailers under 1.8m high may travel on fast craft sailings. Caravans cannot be carried on fast craft sailings. Failure to advise P&O Ferries of accurate vehicle dimensions in advance of travel, may affect our ability to carry your vehicle and may result in a supplement being charged or even refusal of travel.

(ii) A booking with 10 or more passengers (including drivers and children of any age) must be made as a Group booking and is subject to the Conditions of Group Travel, copies of which are available on request, as well as these Terms of Business.

(iii) Should you require written confirmation of your booking you must request it at the time of booking and a fee of £5 (€8) will be charged.

(iv) Boarding cards will be available at the port of departure on the day of travel by quoting your booking reference.

(v) Full payment is due at the time we confirm your booking. This may be made by major credit or debit card or by personal cheque (supported by a valid cheque guarantee card when made in person). Payments made by credit card or cheque will be subject to a booking fee. For bookings where payment is due at the time of booking, payments by cheque via the post must be received within 10 days of making the booking or prior to sailing if this is sooner. Cheques are not accepted on Irish Sea routes for bookings made within 14 days of departure.

(vi) Bookings made on the day of departure may be subject to the payment of a supplement. Details of this supplement are available at the time of booking.

If any payment is not made by the due date, we will be entitled to cancel your booking without notice to you.

#### 3. FARES

(i) All fares offered by P&O Ferries are available only to residents of the country in which they are issued.

(ii) Subject to the provisions of paragraph 3(iv), fares are only guaranteed once your booking has been confirmed to you by way of a booking reference.

(iii) You are not entitled to any refund as a result of currency fluctuations between the date our fares were published and the date of your departure.

(iv) In the event of an increase in general operating costs, we reserve the right to make a surcharge at the time of booking. In addition, a surcharge may be made as a result of any increase in costs between the date of booking and the date of travel. This may be applied to all passenger and/or vehicle bookings, and will be collected prior to your outward journey. A reduction or a removal of a surcharge will affect only new bookings made from the date of change.

(v) For the Irish Sea:

(a) economy fares must be booked 48 hours in advance of travel;

(b) flexible fares can be booked at any time up to the time of travel; and

(c) senior citizen fares are available on foot passenger fares only and on production of proof of entitlement for over 60's.

(vi) The following are excluded from Tourist Fares:

(a) all vehicles carrying commercial goods or involved in a commercial venture;

(b) all vehicles constructed for the carriage of commercial goods over 6.5m long (6.0m long for Irish Sea routes);

(c) for Irish Sea routes, all vehicles constructed for the carriage of commercial goods over 1.8m high;

(d) for Irish Sea routes, all vehicles constructed for commercial use towing a trailer where the combined length exceeds 12.5m;

(e) for Irish Sea routes all vehicles constructed for commercial use transporting vehicles for sporting events.

(vii) On our overnight routes babies (0-3) can travel for free provided the number of persons travelling (including the baby) does not exceed the number of available beds in the selected cabin. On Irish Sea routes, children under the age of 4 may travel free of charge, but must be included as passengers when you make the booking.

(viii) In order to maintain our high standards of service and to assist with staff training, telephone calls are monitored and may be recorded as specified by Ofcom

(ix) Once we have obtained your permission, we may from time to time pass your name and address to other companies who we believe offer products which you may be interested in.

(x) Within the UK, calls made to P&O Ferries on 0871 numbers are charged at 10p per minute from a BT landline. Other networks and mobile charges may vary.

#### 4. AMENDMENTS, CANCELLATION AND REFUNDS

(i) Where, under the terms of an offer, an amendment is allowed, an administration fee of £10 (€14) or, for Irish Sea routes, £20 (€32), will be charged on each occasion that the booking is amended. You will also be required to pay any difference between the original price and the fare applicable on the day you make the amendment. This fee will apply to any change in the route, date, time, passenger numbers or vehicle types. Special promotional fares are not amendable. For Irish Sea routes, both economy and flexible fares are amendable.

(ii) Where under the terms of an offer a booking may be cancelled, any request for a refund must be made in writing to the office which confirmed your booking, within 6 months of the expiry of the validity of the booking. Unless otherwise stated bookings are valid for 12 months from the date of the outward journey.

Any refund to which you are entitled on the cancellation of your booking will be subject to a deduction for cancellation charges as follows:

Fares	Period of time before departure	Cancellation charge
Short Sea routes	Any time before departure	£30/€46
North sea and Western Channel routes	57 days or more before departure	15% of the Total Fare
	29 – 56 days before departure	25% of the Total Fare
	15 – 28 days before departure	50% of the Total Fare
	14 days or less before departure	the Total Fare
Irish Sea routes Economy fares	Any time before departure	No refund
Flexible fares	0 – 42 days before departure	£30/€46

(iii) The above cancellation charges do not apply to bookings which include Club products, which can be cancelled at any time prior to travel, free of charge. This does not include bookings which include Club products booked as a 'Club Product Promotion', to which the above cancellation charges do apply.

(iv) Special promotional fares are not refundable, including those which include Club products.

(v) In no circumstance can we make a refund in respect of:

- (a) cancellations made on or after the intended departure date
- (b) unused portions of bookings
- (c) amendments made within 24 hours of the booked sailing
- (d) cancellations caused by, or missed sailings due to events beyond your control, namely unusual and unforeseeable circumstances which you could not control and the consequences of which you could not have avoided even if you had taken all due care. However, on proof of purchase, we will provide you with a credit.
- (e) travel, at your request, on a lower-priced sailing to that actually paid for.

(vi) No refunds will be given for pre-paid meals unless cancelled 48 hours in advance of the scheduled sailing time.

## 5. TRAVEL AND SURCHARGES

(i) Travel is valid only for the departure dates and times declared at the time of booking unless otherwise expressly stated.

(ii) We will seek to provide you, your luggage and vehicle with the journey as booked although ferries, sailing times/dates and destinations may be affected by weather conditions, port closures, industrial disputes or changed by other operational requirements. We will try to arrange a suitable alternative ferry crossing if by reason of operational requirements we cannot provide the anticipated service within a reasonable time of your scheduled sailing. We will refund the Total Fare if we cannot arrange a suitable alternative journey or if you do not wish to take any alternative journey offered by us.

(iii) Unless otherwise stated all cross-route, cross-tariff and cross-year return bookings are charged at half the sum of the two appropriate return fares.

(iv) Where fares of a Restricted Duration are offered they are valid for the appropriate number of days from the day of arrival at your destination port to the day of your return journey. Cross-route bookings of a specific duration will only apply where such fares are available on both of the routes. Any variation of this will be included in the appropriate promotional material.

(v) Trailers and caravans included on only one leg of a return booking will be charged the appropriate single fare.

(vi) All bookings of Restricted Duration are only valid where the outward and return journeys are completed within the specified period of time, with the same vehicle and passengers and using the same operator. If you fail to travel on one part of your booking then we may charge you a supplement. That supplement will be the difference between the amount you have paid and the price for the standard single fare appropriate to the sailing used. This payment will be collected using the credit card details provided when paying for the original booking.

(vii) If you travel on a booking purchased at a price lower than that chargeable for a particular sailing, we may charge you the difference between the price you have paid and the price of that particular sailing, prior to embarkation.

(viii) We are required by law to record the names, age group and gender of all 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. You should note that if the required information is not provided earlier than the day of travel, your journey could be subject to delay.

(ix) Any trailer/vehicle carrying livestock between Cairnryan and Larne will be subject to a £20 (€32) supplement each way. Livestock cannot be carried on fast ferry sailings.

(x) Only one item of hand luggage is permitted on day trips.

## 6. YOUR RESPONSIBILITIES

(i) A passport for all passengers (including children and infants), valid beyond the date of return, is required for all trips outside the United Kingdom. Photographic identification must be carried and shown when required for all trips between Dublin and Liverpool. It is your responsibility to ensure that you have all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations. We reserve the right to check and record details of such documentation and to refuse you permission to board if such documentation is not produced to our satisfaction. You will be required to reimburse us in full for any fines, repatriation or other removal costs, detention costs and all related expenses, which we may bear or incur by reason of your failure to produce such documentation to the relevant authorities.

Children under 16 must be accompanied by a responsible adult i.e. over 18 years of age, whilst children of 16-17 may travel unaccompanied only with written authority from a parent or guardian to do so. The absence of such authority will lead to the refusal of embarkation.

Children travelling abroad without their Parent or Legal Guardian but with another adult must have a letter of consent; otherwise permission to travel may be refused. The child must have a passport in their own name, travel will not be permitted where the child is included on a Parent or Guardian passport and the Parent / Guardian is not present.

(ii) It is your responsibility to check-in by the time specified.

Short Sea routes - check in closes 30 minutes before departure time for all categories of traffic other than foot passengers and motorcycles, where the close down is 45 minutes.

Western Channel routes - check in closes 45 minutes before departure.

North Sea routes - check in closes 90 minutes before departure.

Irish Sea routes

- Liverpool/Dublin: Check in closes 1 hour prior to the scheduled time of departure. We recommend you check in at least 1 hr 15min before the scheduled departure time;

- Larne/Cairnryan/Troon: Check in closes 30mins prior to the scheduled time of departure for vehicles and 45mins for foot passengers. We recommend that you check in at least 1 hour before the scheduled departure time.

Please note: Sailings may depart up to 15 minutes before scheduled departure times.

(iii) If you arrive later than this, you may not be allowed to board and whilst we will make every effort to arrange for you to travel on a later sailing, we reserve the right to make a surcharge in these circumstances in accordance with Clause 5(vii) above. Where Club Plus or Priorité has been booked, failure to have checked in by the specified time will prevent priority loading. No refund will be made.

(iv) For legal requirements and general information about driving abroad, please contact your motoring organisation.

(v) For information and advice on health matters while travelling abroad, the Department of Health leaflet "Health Advice for Travellers" is available from Post Offices. Alternatively call 0800 555 777 or write to: Health Publications Unit, No 2 Suite, Manchester Road, Heywood, Lancs. OL10 2PZ.

(vi) You are advised to take out your own health insurance, as cover under national schemes is not always comprehensive.

(vii) Medical services are not always available on board. If you travel with a pre-diagnosed condition then travel is entirely at your own risk and you should obtain advice from your own doctor before travelling.

(viii) Special assistance: We are required by law to record details of passengers who may require special assistance in emergency situations. It is your responsibility to advise us at time of booking.

(ix) On Western Channel routes women who are more than 28 weeks pregnant will not be permitted to travel. On North Sea routes women who are

more than 28 weeks pregnant should consult their doctor before travelling and will be required to provide a certificate, covering both the outward and return journey dates, prior to travel. If the certificate only covers the outward journey date, then a second certificate will need to be obtained prior to and for the return journey. Failure to do so will result in embarkation being refused. Travel will not be permitted where women are more than 34 weeks pregnant. On Short Sea and Irish Sea routes a certificate will be required for women who are more than 38 weeks pregnant. For the avoidance of doubt, note that for all routes, the stage of pregnancy previously stated refers to the stage reached at time of travel and not at time of booking. In special circumstances we reserve the right to refuse carriage or request a certificate at any stage of pregnancy. You should be aware that we will not be able to supply any seasickness remedies.

(x) On the Western Channel routes, there are limited medical facilities available, for which a charge is made. In view of the long duration of the crossing passengers are required to make known any medical condition or concerns at the time of booking and may be required to supply a certificate of fitness to travel from their doctor. The ship's doctor may be consulted and reserves the right to refuse passage. Any passenger taking medication must ensure that they bring a sufficient supply to cover the duration of the journey and that any equipment required is compatible with the onboard electrical supply. Passengers taking controlled drugs must register with the ship's doctor prior to travel.

## 7. PETS

If you are travelling with a pet this must be declared at the time of booking and in advance of travel. Arrangements for pets on board and check-in times vary by route and will be advised at the time of booking. Pets (excluding guide dogs) will not be allowed in the passenger areas of the ship. It is your responsibility to provide all necessary documents and make all arrangements, including where necessary quarantine, to satisfy all legal requirements. Failure to do so will prevent your pet from being permitted to travel. Passengers travelling by coach and passengers using Western Channel routes will not be permitted to travel with pets. Unaccompanied pets will not be accepted on any of our services. In some cases the carriage of animals will require the payment of freight tariffs. Access to your pet during the crossing is at the discretion of the ships' officers.

## 8. ACCOMMODATION

(i) Accommodation, including Club Lounge access, can only be guaranteed when travelling on a pre-booked sailing. Access to accommodation on an alternative sailing will be dependent on space being available.

(ii) Where cabin accommodation is compulsory, you will be advised at the time of booking and this must be included in your booking.

(iii) Where cabins are booked on overnight crossings, all passengers, including infants, will require a berth or cot. Only babies aged 0 and up to 1 year old are allowed to sleep in a separate baby cot. These cots are provided free of charge subject to availability. Baby cots can only be requested and booked by telephone. Cots are only available in certain cabins.

(iv) Some cabins feature bunks with upper and lower berths and may be unsuitable for passengers with limited mobility. Please state your needs clearly at the time of booking.

(v) For passengers travelling on a MiniCruise we cannot guarantee the same cabin for both legs of the journey.

(vi) If a cabin is booked where the number of occupants is less than it is designed for, the full price will be charged.

(vii) Cooking in cabins is not permitted.

## 9. SMOKING AND ALCOHOL POLICY

(i) Smoking is not permitted within any passenger area within our ships. Outside designated smoking areas are provided. No smoking is allowed in cabins or on the vehicle decks. It is an offence to

obstruct or disconnect any Fire / Smoke alarms on any P&O Ferries vessel.

(ii) No alcohol may be brought on board for consumption on your crossing. We reserve the right, at our discretion, to confiscate without compensation any alcohol believed to be for this purpose. Alcohol may only be consumed on board that has been purchased from the onboard bars or restaurants. We reserve the right to confiscate any other alcohol being consumed on board (including alcohol purchased from the on board shops), without compensation.

#### 10. SAFETY AND SECURITY

(i) You must pay attention to and comply with all regulations and notices relating to the safety and security of our ship, her crew and passengers, the terminal facilities and to immigration requirements and regulations. For these reasons, you must be prepared to allow on request a search of your person, vehicle or luggage by any authorised person and to answer any questions. If you do not agree to any such request, you may not be allowed to board the ship; in that event, we will refund your money but we shall otherwise have no other liability to you.

(ii) You are expected at all times to conduct yourself in a manner, which respects the health, comfort and safety of all other persons on board. You are also expected to comply with any reasonable request made by a member of our staff. If you do not, or if in our opinion your conduct is likely to give cause for concern, we reserve the right to refuse to allow you to embark or require that you disembark and/or leave the terminal facilities. Under such circumstances we will not refund any money that you have paid for the relevant journey and shall have no liability to you as a result of the cancellation of your travel.

(iii) 1000 cartridges of UN Class 1.4 S may be carried per vehicle, provided that they are still in the original manufacturer's packaging. Cartridges are not permitted on any fast craft. Unless we give you prior written permission (which shall always be at our sole discretion), you may not bring with you any other firearms or other weapons of any nature or substances of an explosive or hazardous nature. You may carry inflammable substances only in limited quantities and in accordance with our instructions and permission.

(iv) Access to the vehicle deck is forbidden during the crossing. It is therefore important that you take everything you need on the passenger decks with you - especially your car keys, boarding card and passports.

(v) Lock your car and leave in gear with the handbrake on. All car alarms must be switched off and disabled when parked on the vehicle deck. Cars powered by LPG should have tanks switched off when on vehicle decks. Do not carry fuel cans on board - full or empty. Do not overfill your tank.

(vi) Motorcycles should be secured by their owners to their own satisfaction, using the materials provided by on-board staff.

(vii) You must switch off any coach heaters powered by diesel fuel or liquid petroleum gas when on vehicle decks.

(viii) On Short Sea, Western Channel and North Sea routes, gas with a weight of up to 47kg (excluding the weight of the gas receptacle) may be carried. On Irish Sea routes, up to 3 gas cylinders of no more than 25lb/11.2kg may be carried. All cylinders must be adequately secured against movement of the ship with the supply shut off at the cylinders during the voyage. Leaking and inadequately secured or connected cylinders will be refused shipment. Any gas cylinders to be carried must be declared at the time of booking. Partially full or empty cylinders will be treated as if they are full. A maximum of 6 cylinders of medical oxygen for personal use may be carried, provided a letter from the user's doctor is provided stating that they require medical oxygen.

(ix) If you leave any of your property with us after your journey, we may sell it after a reasonable period of time.

(x) If, for any reason (other than fault on our part), you, your luggage and/or your vehicle are not disembarked at the end of your journey, you and/or they may be returned at our discretion to the port

of departure, or taken to another port and we will be entitled to charge you the appropriate fare.

(xi) Parents/Guardians/Group Leaders should not permit children to run around the ship or use lifts if unaccompanied.

(xii) The children's play areas are closed on all overnight crossings and in adverse weather. Opening times are available from our onboard Reception. Supervision of children is not provided in the children's play areas. Parents are required to supervise their children at all times.

(xiii) Whilst every effort is made to maintain the integrity of all food served onboard, we regret that due to the complexity of our operations, we are unable to guarantee that any food will be free of food allergens.

#### 11. PROPERTY DAMAGE

We reserve the right to claim from you, either by invoice or by deduction from your debit/credit card, for any damage sustained to our property due to any malicious, willful or negligent damage caused by you or any other person travelling as part of your booking.

#### 12. LIABILITY

(i) Athens Convention. You are advised that the provisions of the Convention relating to the Carriage of Passengers and Luggage by Sea 1974 as in force under English law ("the Athens Convention") may be applicable. In most cases, this limits our liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables. A copy of the Athens Convention is available on request.

(ii) The Athens Convention presumes that we have delivered your luggage undamaged unless you give us written notice.

(a) in the case of apparent damage, before or at the time of disembarkation or re-delivery, or

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

You are not, however, required to give us written notice where we have undertaken a joint inspection of your baggage with you.

(iii) Valuables. We will not be liable for loss of or damage to cash, negotiable securities, gold, silverware, jewellery, ornaments, works of art or any other valuables unless you deposit them with us on board the ship specifically for the purposes of safe-keeping.

(iv) Apart from our agreement to refund any money paid by you in the circumstances as set out elsewhere in these Terms of Business, we will not be liable for any losses, damages or expenses arising from delay or for consequential losses howsoever arising. In no circumstances will we be liable to you for any loss, damage or expense of any nature which arises out of:

(a) your fault or that of any person travelling with you, or

(b) the act or omission of any third party who has no connection with the provision of the services we have agreed to provide to you where such act or omission is unforeseeable or unavoidable by us, or

(c) any unusual or unforeseeable circumstances outside our control where the consequences could not have been avoidable even with the exercise of all due care by us.

(v) From time to time sailing schedules may be interrupted or changed and crossing times extended due to adverse weather conditions or other operational circumstances beyond our control. We cannot accept liability for any costs or inconvenience caused by such delays. In these circumstances we will do our best to advise you of any delays.

(vi) We cannot accept liability for any costs or inconvenience caused by delays in your arrival at the port of departure.

(vii) The facilities available at each of the ports that we operate from vary.

#### 13. FEEDBACK

If you have any concerns about the services provided by us, you should bring it to the immediate attention of our representative at the

time. If your concern still cannot be resolved, you should contact us by telephone or in writing, quoting the booking reference and giving details of how we may contact you.

#### 14. REGISTERED COMPANY

P&O Short Sea Ferries Limited  
Registered Number: 03291852

P&O European Ferries (Irish Sea) Limited  
Registered Number: 00318227

P&O North Sea Ferries Limited  
Registered Number: 00809079

P&O European Ferries (Portsmouth) Limited  
Registered Number: 0031827

Registered office for all four companies:  
Channel House  
Channel View Road  
Dover, CT17 9TJ

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#### PASSENGERS WITH DISABILITIES

P&O Irish Sea extends an especially warm welcome to passengers with disabilities. We have many special facilities both on shore and on our ships - particularly our newest ships which have interconnecting lifts between lounges, bars, shops, restaurants and cafeterias, wheelchair accessible toilets and cabins. Assistance is available on all our services, but we wish to advise that some services are more convenient than others. Please ask when making your booking to be sure of getting the most out of our special facilities. Some vessels may not be suitable for those passengers requiring wheelchair or lift access. We would also ask you to give us at least 48 hours notice if you, or any passengers travelling with you, require assistance. This will allow us to make arrangements for your car to be parked close to the lift, or arrange transport to the ship, enabling easier access to the passenger decks.

**P&O**   
**Irish Sea**