



Terms of Business for Euroferries Limited

These Terms of Business apply to your contract with us. We believe that they are fair and clear. **PLEASE READ THEM CAREFULLY.**

This ticket is issued subject to these terms, which the passenger acknowledges having read and understood, and agrees to be bound by them.

1. Your contract with us

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

"Sea routes" means sailings between Ramsgate and Boulogne.

"Special Fares" 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.

"Carriage" means all times during which the Carrier legally owes a duty of care to passengers to take reasonable steps to ensure their safety.

(ii) Your contract is with Euroferries Limited. References to "we", "us" and "our" are to Euroferries Limited, 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.

(x) All products and services described in our promotional material, whether in printed or electronic form are subject to availability at the time of booking. Bookings for travel in the following calendar year will be based on provisional schedules and vessel disposition, which may subsequently change. In the event of such a change you will be advised prior to travel and made aware of the alternative options available to you.

(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) Under the terms of the Data Protection Act we will be unable to deal with anyone other than yourself, in respect of your booking details, without your prior consent.



2. Booking and payment

(i) Vehicles and trailers/caravans in excess of 5.0m long and/or 1.85m high must be declared at the time of booking, including where appropriate the addition of roof racks, travel boxes, cycles etc. Supplements may apply to such vehicles. Any change made after booking, which increases the height, or length beyond the limits above must be notified in advance. Such changes may affect our ability to carry your vehicle and may result in a supplement being charged. The details of the supplements referred to above will be published with the advertised fare for your particular booking.

(ii) A booking with 10 or more passengers (including drivers and children of any age) must be made for a Group and are 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 £10 (€12) will be charged.

(iv) Boarding cards, as required to satisfy national or port security, 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. Payments will only be accepted by credit card or cheque will be subject to a booking fee of 2.5%.

(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) Subject to the provisions of paragraph 3.4, fares are only guaranteed once your booking has been confirmed to you by way of a booking reference.

(ii) 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.

(iii) In the event of an increase in general operating costs and in particular fuel, 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.

(iv) 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

c) All vehicles constructed for the carriage of commercial goods over 1.85m.

d) All vehicles designed for commercial use towing a trailer, where the combined length exceeds 6.5m.

e) All vehicles designed for commercial use transporting vehicles for sporting events.

(v) Children under the age of 4 may travel free of charge (except in the Gold FIRST Class Lounge and other designated premier class areas) but must be included as passengers when you make your booking.

(vi) Children under 16 must be accompanied by a responsible adult, 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.



(vii) 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 Oftel.

(viii) 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.

(ix) If you wish to make a booking by telephone, or in person, we reserve the right to apply a supplementary charge in respect of each booking.

4. Amendments, cancellation and refunds

(i) Where, under the terms of an offer, an amendment is allowed, an administration fee of £25 (€ 30) 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.

(ii) Where under the terms of an offer a booking may be cancelled, any request for a refund must be made in writing to Euroferries office at Ramsgate, 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 of £30 €40 cancellation charge.

(iii) The above cancellation charges do not apply to bookings which include Gold FIRST Class products.

(iv) Special promotional fares are not refundable, including those which include Gold FIRST Class 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, and 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 Special Fares 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 Special Fares 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) Only one item of hand luggage is permitted on day trips.

6. Your responsibilities

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

Check in closes 60 minutes before departure time for all categories of traffic other than foot passengers, where the close down is 45 minutes.

(ii) If you arrive later than the specified check in time, 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 Gold FIRST Class has been booked, failure to have checked in by the specified time will prevent priority loading. No refund will be made.

(iii) **A passport for all passengers (including children and infants), valid beyond the date of return, is required for all trips. 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.

(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. You are recommended to travel with your European Health Insurance Card. Additional details can be obtained via the web address www.ehic.uk.com

(vi) You are advised to arrange appropriate personal travel, vehicle and vehicle recovery insurance for your circumstances as well as taking out your own health insurance, since cover under national schemes is not always comprehensive. Please refer to Paragraph 7.

(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) Those passengers in the opinion of the Company are seriously ill, under the influence of drugs or alcohol, suffering from infectious disease or behaving in such a manner to constitute a threat to other passengers comfort will not be permitted to board, without compensation for booking fees.

7. Insurance.

It is recommended that all passengers have adequate insurance cover. For passengers booking through our on-line system, Euroferries provide complimentary travel insurance that offers prudent and appropriate protection for your journey but certain terms and conditions contained within the policy may mean cover is not available to or appropriate for some passengers. Please read carefully the details provided on the Insurance pages contained within this web site to ensure you understand fully the extent of insurance applying to each passenger.

8. Disabled Passengers

Disabled passengers are welcomed on our services and every effort will be made to be of assistance at our terminals and during embarkation. Limited facilities are available for wheelchair access therefore advance notice at the time of booking WHICH must be done through our call centre is essential. Our call centre supplementary charges are not applicable where support services are necessary. Check in time for assisted care is not less than one and half hours prior to schedule departure. Disabilities not requiring wheel chair assistance should be discussed with the call centre to ensure we are able to respond in the event of an emergency.

9. Pets

If you are travelling with a pet this must be declared at the time of booking and in advance of travel. Check-in times is not less than one and a half hours. 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 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 those pets in onboard kennels during the crossing is not possible.

10. Accommodation

(i) Accommodation, including Gold FIRST Class 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.

11. 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 may cancel your contract and will refund any money due to you. We shall otherwise have no liability to you.

(a) Passengers are required to be seated when advised or requested to do so by the Master or any crewmember, for any reason.

(b) Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children). This includes (but is not limited to) **using hand and guard rails at all times as provided around the vessel, appropriately restraining children and ensuring that children are accompanied by a responsible adult at all times and paying attention to the safety briefing given by crewmembers and/or through onboard TV safety briefings at the commencement of carriage.**

(c) Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the crew.

(iii) Unless we give you prior written permission (which shall always be at our sole discretion), you may not bring with you any firearms or other weapons of any nature or substances of an explosive or hazardous nature. You may carry flammable substances for domestic purposes 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 documents 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) No more than 3 gas cylinders may be carried and these should 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.

(ix) No smoking is permitted on vehicle decks or in any part of public areas of our vessel. Smoking is permitted on the outside deck areas.

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

(xi) 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.

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

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.

Liability of the Carrier

The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if:

(a) the incident which caused the damage so suffered occurred in the course of the carriage; and

(b) was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.

(c). The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.

(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 fifteen(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.

(c) If the passenger fails to comply with Clause 10 (ii) (b), they shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

(iii) **Valuables.** We will not be liable for loss of or damage to monies, 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 in which case the carrier shall be liable up to the limit provided in the Athens Convention..

(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.

(viii) If any term of this contract is found to be invalid or unenforceable, it shall be entirely severable from the remainder of the contract, and all other terms of this contract shall continue in full force and effect for all other purposes.

(ix) Time-bar for actions

(a) The passenger must notify the carrier in writing within 3 calendar months of the date of the incident from which any alleged loss arises.

(b) Any action for damage 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.

(c) The limitation period shall be calculated as follows:

(i) In the case of personal injury, from the date the date of disembarkation of the passenger;

(ii) 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 this period shall not exceed three years from the date of disembarkation;

(iii) 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.

(x) Defences and Limits for Carriers' Servants

(a). If an action is brought against a servant or agent of the carrier arising out of damage covered by this contract, 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 contract.



(xi) Contributory Fault

(a). If the death of or personal injury to a passenger or the loss of or damage to his luggage was contributed to by the fault or neglect of the passenger, the carrier will not be liable for such proportion of the damages for death or personal injury, or the loss or damage to luggage, as may be attributable to the fault or neglect of the passenger.

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

Euroferries Limited
The Ferry Terminal
Ramsgate Royal Harbour
Kent
CT11 9FT

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