

Terms and Conditions for the Carriage of Passengers, Luggage, Non-commercial Vehicles, Commercial Vehicles, Live Animals and Goods Cape Clear Island ferry – Tithe Saoire Chléire Teo.(TSCT)

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These terms and conditions apply to your booking to travel on a Cape Clear Island Ferry(TSTT) and are incorporated into your contract of carriage with Cape Clear Island Ferry . Your contract of carriage is your ticket. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

We have tried to write these terms and conditions in plain English, where possible, to make them easier to understand. If anything is unclear, or you do not understand something, please telephone the ferry number 087 2824008 or our landline on 028 39153. If you are on board, ask one of the crew.

These terms and conditions may be subject to other operators' conditions of carriage, depending on the circumstances.

These terms and conditions may be modified or amended at any time by us.

As to what we mean when we use particular words:

- (a) When we use the words "we", "us" or "our", we are referring to Cape Clear Island Ferry and/or to its group companies, as appropriate, together with all employees, servants, agents, retained independent contractors and sub-contractors of those companies.
- (b) When we use the words "you" or "your", we are referring to you and all of the people who will travel on a Cape Clear Island Ferry under your booking. These terms apply to all such persons. Please therefore ensure that these terms and conditions are brought to their attention.
- (c) When we use the word "ferry", we are referring to any ship or catamaran operated by us to provide a ferry service.
- (d) When we use the word "ticket", we are referring to tickets issued to passengers, commercial and non-commercial vehicles, and to sea waybills covering the carriage of goods, unaccompanied vehicles and live animals, except for pets.

These terms and conditions are not designed to be an insurance policy if things go wrong. You should consider having separate insurance, if that is appropriate.

1 Applicable laws, our liability and general conditions

1.1 These terms and conditions and the contracts of carriage are governed by and shall be construed in accordance with Irish law, and expressly in accordance with the following:

- (a) the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974, as amended (“the Athens Convention”). The Athens Convention deals with what happens when damage or loss is suffered by passengers carried on seagoing vessels. It applies to our carriage of you and your vehicle(s) and luggage on board our ferries. The Athens Convention allows us to limit financially how much we have to pay passengers as compensation for death or personal injury and damage to or loss of property. We can limit contractual claims and tortious claims. Copies of the Athens Convention are available on request from our terminal and/or our customer service team, and it can be viewed on our website.

- (b) The Hague Rules as amended by the Brussels Protocol 1968 (“the Hague-Visby Rules”). The Hague-Visby Rules deal with what happens when there is damage or loss to goods. They apply to our carriage of commercial vehicles and unaccompanied goods on board our ferries. The Hague-Visby Rules allow us to limit financially how much we have to pay you as compensation for damage to or loss of commercial vehicles and unaccompanied goods. We can limit contractual claims and tortious claims. Copies of the Hague-Visby Rules are available on request from our terminal and/or our customer service team, and it can be viewed on our website.

You may have a dispute or claim against us which is specifically excluded from the Athens Convention or the Hague-Visby Rules. For example, disputes or claims for death, illness or injury to live animals are not covered by either the Athens Convention or the Hague-Visby Rules. Plus, if death, injury, loss or damage occurs outside of our period of responsibility, as defined by the Athens Convention or the Hague-Visby Rules (as the case may be), then those claims will not be covered by the Athens Convention or the Hague-Visby Rules. You will need to check the Athens Convention or Hague-Visby Rules to see whether a dispute or claim comes within it. A lawyer will be able to assist you, if you cannot work out whether you come within the Athens Convention or the Hague-Visby Rules.

Under the Athens Convention and the Hague-Visby Rules you only have a short period of time to start legal proceedings against us. Under the Athens Convention this is two years. Under the Hague-Visby Rules this is one year. For disputes or claims not covered by the Athens Convention or the Hague-Visby Rules, you will have three years to start legal proceedings for death or personal injury and six years to start legal proceedings for loss of or damage to property.

- 1.2 Our liability in respect of any loss, damage, delay or detention of or to you, your luggage or vehicle(s) which occurs outside the time period covered by the Athens Convention or the Hague-Visby Rules shall not exceed the financial limits set out in the Athens Convention or the Hague-Visby Rules, as apply in Ireland.

- 1.3 The incorporation of the Athens Convention and the Hague-Visby Rules in these terms and conditions does not remove or restrict our right to rely on any other limitation of liability provisions legally available to us.
- 1.4 Unless you are permitted by the Athens Convention or the Hague-Visby Rules to make a legal claim against us in the courts of another country, you agree that the Courts in Ireland shall have exclusive jurisdiction to hear all disputes or claims arising in connection with these terms and conditions. We are not legally liable to you unless a Court says that we are.
- 1.5 We may do something to assist you which does not accord with our legal rights, defences and protections. However, that does not mean that we have given up our legal rights, defences and protections. No failure by us to enforce or rely upon any of these terms and conditions shall be construed as a waiver or shall affect our right to enforce any other terms and conditions. Our employees, servants, agents, retained independent contractors and sub-contractors have no authority to waive or vary any of these terms and conditions.
- 1.6 If any of these terms and conditions shall become or be declared invalid or unenforceable by a Court or other competent tribunal, such invalidity or unenforceability shall not affect the remaining terms and conditions all of which shall remain in full force and effect.
- 1.7 We may contract with any other person for the whole or any part of the carriage of you, your luggage or vehicle(s), goods or live animals pursuant to these terms and conditions.
- 1.8 Our employees, servants, agents, retained independent contractors and sub-contractors shall not be liable to you for any loss, damage, delay or detention arising from any act, neglect or default by them while acting in the course of their employment or in providing services. They will benefit from all legal rights, defences and protections available to us and we act on their behalf in relation to this.
- 1.9 We are not liable for loss, damage, delay or detention caused by or arising from
- (a) your mistakes;
 - (b) the mistakes or liabilities of third parties unconnected to us;
 - (c) our decision not to sail in bad weather;
 - (d) strikes and/or labour disputes;
 - (e) circumstances beyond our control.

2. Your liability

You will have to pay us (or our employees, servants, agents, retained independent contractors and sub-contractors as the case may be) if you cause

- (a) damage to the ferry, its fixtures, fittings and equipment;
- (b) damage to any other property belonging to us (or our employees, servants, agents, retained independent contractors and sub-contractors);
- (c) death or personal injury to our employees, servants, agents, retained independent contractors and sub-contractors.

3 Your Acceptance of These Terms and Conditions

3.1 If you are making your booking using our website you must read and accept these terms and conditions by ticking the appropriate tickbox. If you do not accept these terms and conditions, you will not be able to progress with your booking.

3.2 If you have made your booking by telephone, or through an agent, you will have been alerted to the existence of these terms and conditions and to the fact that they will apply to your booking.

3.3 These terms apply to the use of all tickets we issue and your acceptance will be on behalf of yourself, your executors, administrators and assignors and also on behalf of and as agents for the persons travelling with you (including children) and also on behalf of the owner of any luggage or vehicle(s) brought with you or them.

3.4 If, by some chance, we do not give you a ticket, you will still be bound by these terms and conditions.

4 Schedules

4.1 While every reasonable effort is made to avoid early departures, delay, diversions for emergency reasons and cancellations, we cannot guarantee this.

4.2 For operating reasons, ferries may have to sail before or after advertised times. For this reason, passengers with vehicles should check-in at least 30 minutes, but not more than one hour, before the scheduled sailing time. If you are late checking-in you might not be allowed on board and would have to wait for the next available sailing.

4.3 We may vary timetables from time to time but variations will not affect bookings which have already been made.

5 Fitness for Travel

We reserve the right to refuse to allow any person, live animal (including pets), luggage or vehicle(s), or goods to travel who or which, in our reasonable opinion, is or are unfit to be carried on a ferry for any reason. If you require any sort of medical assistance during your travel with us and that medical assistance is not free, then you are responsible for the cost of this.

6 Live animals

6.1 Under no circumstances are we liable for death, injury or illness caused to live animals, including pets.

6.2 We reserve the right to refuse to carry or to delay the carriage of live animals (including pets), which are carried in any event at the risk of their owner, or if the owner is not the person bringing them on board a ferry, at the risk of such person. Such person shall be responsible for death, injury, loss or damage caused by the animal(s) to the ferry, its equipment and furnishings, any person, or to passengers' property, and all expenses arising therefrom including of our employees, servants, agents, retained independent contractors and sub-contractors.

6.3 We reserve the right not to carry live animals (including pets) if they are likely to be caused injury or unnecessary suffering in the course of the sailing due to adverse weather or sea conditions likely to be encountered during it.

6.4 Where a live animal (including pets) which is being transported falls ill or is injured during the sailing, we shall if considered necessary and having regard to the availability of appropriate veterinary treatment or of landing the animal without causing it unnecessary suffering, cause it to be slaughtered in a way which does not involve unnecessary suffering. If any sort of veterinary assistance is required, then you are responsible for the cost of this.

6.5 It is your responsibility to declare the correct number of live animals being carried on the sailing. This number will be inserted on the sea waybill and you will be bound by it.

6.6 If any sort of lighterage, cartage, or haulage is required to load or unload live animals, or if any sort of storage is required, then you are responsible for the cost of this.

7 Discounted fares

Specific discounts also apply to family and group bookings. Please enquire about these at the time of booking.

8 Children

No children aged 11 or under may travel if unaccompanied by an adult.

9 Disabled passengers

If you have any special needs, please let us know; in advance where possible.

10 Accompanied pets

Accompanied dogs and other pets need to stay be on a lead for the sailing.

11 Bookings and Reservations

You are advised to make full payment for your reservation at the time of booking to benefit from the advance booking discounted fares unless you already hold a valid ticket for your date and time of travel. You are required to make full payment for your reservation at the time of booking if travelling on peak sailings.

12 Fares, Tickets and Check-In

12.1 Subject to validity, tickets will be accepted for the date and service for which reservations have been made. When tickets are issued on an "open" basis, reservations will be made on application subject to availability of space.

12.2 Only the person for whom a ticket was purchased may use the ticket. It cannot be resold or passed on to any other person. If you want someone else to use a ticket, the booking needs to be altered.

12.3 All tickets remain our property and must be given up for inspection or collection on demand by our employees or nominated agents.

12.4 All fares appearing in our brochures or otherwise advertised are subject to availability.

13 Alterations to Bookings, Cancellation Charges and Refund Procedure

- 13.1 Tickets are not transferable, unless agreed by us in advance.
- 13.2 Refunds will not be considered on bookings that you have failed to cancel; on part-used tickets; or on special offers/promotional fares.
- 13.3 No refunds are payable when passengers holding return tickets return by another route.
- 13.4 We cannot be held responsible for any tickets that are lost, stolen or destroyed and no refunds will be made in respect of these. You may be charged again if you fail to produce, when asked, a valid ticket. You are advised to contact your insurance company to check whether any policy you hold will cover lost, stolen or destroyed tickets, and if not to make provision to include them.

14 Boarding, Loading, Discharge and Departure

- 14.1 Unless the Athens Convention and Hague-Visby Rules apply, we shall not be liable for any loss of or damage, injury or delay to the vehicle, luggage, or goods nor for any consequential damage howsoever caused during loading or discharge by us pursuant to Clause 14.1 above, save where such loss, damage, injury or delay is caused wilfully by us or by our negligence. We will require you to reimburse us for all payments we make in respect of claims, demands, costs and expenses made against or incurred by us in respect of any death, personal injury, loss of or damage to property arising from or caused by any defect in or failure of any vehicle during loading or discharge by us pursuant to Clause 14.1 above save where such loss, damage, injury, or delay is caused wilfully by us or by our negligence.
- 14.2 Claims will only be considered if, in the event of damage to a vehicle or its contents, a damage report shall be prepared and signed by our authorised representative at the time of the incident.
- 14.3 Apart from unaccompanied vehicles and goods which will be booked-in for the sailing, please do not ask us to look after items for you. We are not a "left luggage" office. If, by any chance, items are left with us to look after, we are not responsible for any loss or damage to these.

15 Searches and Security

- 15.1 You and all of the people who will travel on a ferry under your booking and all your and their luggage and vehicle(s) may be subject to a search for, and seizure of, prohibited materials or substances. Passengers refusing to be searched will not be permitted to travel.

16 On Board

16.1 If in the interests of the safety of the ferry and the passengers we decide not to carry all of your luggage, the rest of your luggage will travel on the next available sailing.

16.2 You are asked, for the safety of all passengers and crew, to comply with all instructions and directions given from time to time by our employees, servants, agents, retained independent contractors and sub-contractors, before during and at the end of your sailing, and to ensure that all those travelling under your booking do the same. Please listen carefully to all safety announcements and read safety notices. We can search your person, luggage, vehicle(s) and goods if we have reasonable grounds for suspecting that you or they are carrying or contain something likely to jeopardise the safety of all passengers and crew, including (but not limited to) dangerous goods.

17 Dangerous and Illegal Articles

17.1 If you take on board (or cause to be taken on board) any dangerous goods or any inflammable or dangerous matter or articles which do not conform with any carriage of dangerous goods by sea or Police regulations you must pay for all costs incurred by us in relation to these. You may also be criminally liable.

Lost and Abandoned Property

18.1 We will not be liable for loss of or damage to, delay or misdelivery affecting any luggage or vehicle(s) or goods left at on board unless such loss, damage, delay or misdelivery is as a result of our negligence.

18.2 We reserve the right to make a reasonable charge for the restoration of such property to its owner unless such loss, damage, delay or misdelivery is as a result of our negligence.

18.3 Any property not claimed within 3 months will be regarded as abandoned and may be sold or otherwise disposed of by us and we shall have the right to retain any proceeds of sale. Any luggage or goods of a perishable nature or which in our opinion may cause injury or inconvenience may be disposed of earlier than 3 months.

19 Us acting as Agents for Third Parties

There is no obligation on us to do so, but we like to help where we can. If you need help or assistance, then we can, for example, put you in touch with taxi firms, accommodation providers, bus trip providers etc. If we do this, it is still your responsibility to pay these people and we have no liability whatsoever towards them in relation to anything we might do on your behalf.

E&OE.

