

GROUP TRAVEL - CONDITIONS OF CONTRACT RATES

Applicable to bookings travelling from 01Jan25

By making a booking, you are deemed to accept these terms and conditions.

As an overriding condition the parties acknowledge that no booking made by the Operator shall give rise to any liability on the Company's part until the Company has advertised generally its schedules covering the period during which the Operator wishes such booking to be discharged. All such bookings shall be conditional upon formal written acceptance by the Company after publication of the said schedules and subject to these Conditions

The special group rates (the "Contract Rates") are made available by the Company subject to the following conditions:

- a) Contract Rates are available on the basis that the Operator agrees to be bound by the Company's Terms of Business, which are available on the Company's website www.poferries.com and Conditions of Group Travel, which are detailed below.
- b) Contract Rates are strictly confidential and may not be disclosed or made known to any other person or organisation.
- c) Tickets issued at Contract Rates may not be resold by the Operator.
- d) Contract Rates are only available for sale to customers resident in the country in which they are issued.
- e) The Contract may not be assigned by the Operator.
- f) The Company may withdraw Contract Rates on giving 28 days' notice or immediately if the Operator fails to comply with or violates any conditions.

CONDITIONS OF GROUP TRAVEL

1. Definitions and Application

1.1. These terms and conditions apply to all group bookings accepted by or on behalf of the Company.

1.2. In these conditions:

'Group Booking' means a booking for a contract for the carriage on the same crossing by ferry of a group of 10 or more passengers (or such other minimum number as the Company shall from time to time advertise as qualifying for discounted group fares);

'Company' in relation to a Group Booking means either (a) P&O Short Sea Ferries Limited, if you are sailing on a Short Sea route; (b) P&O European Ferries (Irish Sea) Limited, if you are travelling on an Irish Sea route; or (c) P&O North Sea Ferries Limited, if you are sailing on a North Sea route;

'Irish Sea routes' means sailings between Larne and Cairnryan and/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 (Europoort) 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;

'Operator' in relation to a Group Booking means the Coach/Tour Operator or an individual making a group booking for and on behalf of any passenger and who discharges the obligations to any passenger included or intended to be included in such Group Booking;

'Vehicle' means the vehicle (if any) to be carried by the Company pursuant to a Group Booking;

'Group Passenger(s)' means a person included or intended to be included in a Group Booking, including any employees or agents of the Operator;

'The Company's Terms of Business' (copy available on the Company's website www.poferries.com) means the Company's terms and conditions for the carriage of passengers and any accompanying vehicles and property and any additional terms and conditions contained in any printed material published by the Company from time to time.

1.3. These conditions shall continue to apply to a Group Booking notwithstanding any reduction in the number of passengers actually carried from the number originally included in the Group Booking, subject to a minimum requirement of 10 passengers.

2. Nature of Contracts

2.1. The Operator acts as agent for each Group passenger and as principal in all other respects and confirms that it is duly authorised to enter into the Group Booking with the Company.

2.2. The Operator undertakes to be responsible for the payment of all monies due to the Company by Group Passengers. The Operator has no authority to bind the Company without express written permission in any separate agreement between the Operator and the Company whereby the Operator is specifically authorised to act on behalf of the Company including issuing tickets.

3. Booking Arrangements

3.1. When a reservation is accepted by the Company it shall be regarded as a firm booking (unless advised exceptionally). The Operator shall keep the Company fully and promptly informed of any possible reductions or increases in Group Passengers. The Operator may without cost reduce the number of Group Passengers in a Group Booking to the minimum referred to in the definition in clause 1.2 at any time prior to the cancellation period detailed in clause 4.

3.2. It is the Operator's responsibility to cancel any unrequired bookings. For cancellation charges refer to clause 4.

3.3. The final number of passengers travelling must be confirmed by the Operator:

- a) Short Sea and Irish Sea routes: no later than 14 days prior to travel, either by email or telephone,
- b) North Sea routes: a final cabin list for all passengers must be provided, via email only, no later than 42 days prior to departure, unless otherwise agreed. The Company reserves the right to redeem any unsold cabins 42 days prior to the departure date.

Failure to comply with these requirements may result in the booking being partly or entirely cancelled without notice.

3.4. Invoices will be based on final passenger numbers and vehicle size. Should these increase, at any time up to and including the day of travel, additional costs will incur and be invoiced for. No reduction in fares will occur as a result of a decrease in passenger numbers and vehicle size, once final numbers have been confirmed.

3.5. Subject to the provisions of clauses 3.2, 3.10 and 3.11, fares are only guaranteed once you have been issued a reference number.

3.6. 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.

3.7. Fuel & environment surcharges will be applied on or around the 20th of each month for travel the following calendar month. The fuel surcharge applicable will be calculated based on a 30-day rolling MGO average as per Bunkerworld.com and a 30-day rolling USD/GBP average as per Exchangerate.org.uk. The fuel surcharge will apply to Coach/ Minibus leg(s) and will be collected prior to your journey as appropriate.

3.8. We reserve the right, at our absolute discretion, to amend our tariff calendar and fares. We will use all reasonable endeavours to provide no less than 30 days written notice to you of such changes.

3.9. Bookings may be based on provisional schedules and vessel disposition, which could subsequently change. In the event of such a change you will be advised of the alternative options available. If these alternative options are not suitable to you and you find sailing with an alternative Company more suitable for your booking with us, you must give us the opportunity first before we cancel your booking to see if we can reasonably match the alternative booking offered by the other Company. Your failure to do so will make your booking subject to our cancellation charges.

Although we will use commercially reasonable efforts to provide you with your contractual booking, situations may occur which result in changes being made. By way of example only, we may adjust itineraries and schedules, delay departures or arrivals, or cancel a ferry crossing due to casualty, weather, port congestion, difficulty docking, labour problems, medical emergency, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, conflicting charter schedules, repair and maintenance requirements, fuel or other shortages, or damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment or machinery. Furthermore, the Master of the Ship may, in his/her sole discretion, elect not to proceed in the ordinary course. Consequently, we cannot guarantee the itinerary (including time of sailing from or arrival at any port or that all ports will, in fact, be called at).

We shall not be liable to you in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect, or consequential damage of any nature whatsoever. Nothing in this clause shall operate to limit or exclude our liability for death or personal injury caused by our negligence or that of any of our employees while acting in the course of their employment; or fraudulent misrepresentation or fraudulent concealment; or any liability which cannot be limited or excluded by law.

3.10. It is the responsibility of the Operator to quote the correct account number or promotional code at the time of booking. No refunds will be given where a booking is overpriced as a result of an incorrect account number being quoted by the operator.

3.11. Any bookings made on a route for which Contract Rates have not been agreed will be made at published group rates.

3.12. Operators with a credit account will be invoiced on the day of travel. The Company will send to the Operator a statement showing all balances outstanding in respect of bookings made.

For monthly accounts this will be sent at the end of each month. Payment terms require payment of the total balance shown to be outstanding on each monthly statement to be received by the Company by the 15th day of the month following that to which the statement relates.

For weekly accounts, statements will be sent at the end of each week. Payment terms require payment of the total balance shown to be outstanding on each weekly statement to be received by the Company by the last day of the week following that to which the statement relates.

For Operators with a cash account, payment is due 42 days before the outbound departure date, except if travel (for either the outward or return journey) takes place on a Premium sailing date, when payment is due as defined under clause 3.13.

3.13. Private groups and cash account holders travelling on Premium sailing dates, on all routes, must settle 50% of the booking value at least 6 months in advance of outward departure date and the remainder no later than 4 months prior to outward journey date.

3.14. Promotional and published fares of fixed duration only apply if the number of passengers travelling is the same on both journeys. Bookings with different numbers of passengers on the outward and return journey as well as cross route, cross season and cross year bookings will be charged at the sum of two one-way journeys for the relevant booked sailings. Contract Rates are only available when any additional conditions, including but not limited to, times of travel, vehicle types, duration of stay are strictly adhered to. Failure to observe these conditions will result in a supplement being required prior to travel. Space is only guaranteed on the booked sailing. P&O Ferries reserves the right to charge £150 / €165 at the port, if you fail to check-in for travel on your booked sailing. Space on an alternative sailing is subject to availability at time of check-in.

3.15. The maximum length for group vehicle types and the number of passengers contained therein may vary and will be published in the relevant publication.

3.16. Both outward and return legs of a booking will be automatically cancelled if the outward leg is not used within 48 hours of the original travel date.

3.17. Group bookings made on the day of travel, at the port, are subject to space availability and will incur a £200 supplement to published and contracted group rates.

4. Cancellations & Amendments

4.1. If the Operator cancels a group booking, cancellation charges are payable to the Company as follows:

Non-Premium sailing dates:

- a) **Short Sea routes:** 50% for bookings cancelled 8-42 days before intended travel and 100% for bookings cancelled 7 days or less before intended travel or if there is a no-show
- b) **North Sea routes** (also see clause 4.4): 50% for bookings cancelled 15-42 days before intended travel. 100% for bookings cancelled 14 days or less before intended travel or if there is a no-show.
- c) **Irish Sea routes:** 50% for bookings cancelled 8-42 days before intended travel and 100% for bookings cancelled 7 days or less before intended travel or if there is a no-show

Premium sailing dates, all routes:

- d) No cancellation charges for bookings cancelled more than 6 months before travel

- e) 50% for bookings cancelled between 6 and 4 months before travel and
- f) 100% if cancelled less than 4 months before travel.

4.2. Prebooked meals cancelled 7 days or less of scheduled departure time incur 100% cancellation charge.

4.3. Amendments to bookings will be as follows:

- a) **All Routes, Premium sailing dates:** Any amendments to bookings on Premium sailing dates may not be made without incurring the following cancellation charges:
 - I. No cancellation charge if amended more than 6 months before travel
 - II. 50% cancellation charge if amended between 6 and 4 months before travel and
 - III. 100% cancellation charge if amended less than 4 months before travel.
- b) **All routes, non-Premium sailing dates:** Amendment to route, date and time within 42 days of scheduled departure, will incur an amendment fee. In addition, any increase in fares will be charged if applicable, and no refund will be issued in the event of a price decrease. Cancellation of a booking leg (outward or return part of journey) within 42 days of travel: no refund will be issued.

4.4. On all routes, bookings will only be cancelled in full when a request is received by email from the Operator. Amendments to passenger numbers, cabins and meals may be made via the telephone or by email.

5. Legal Compliance, Documentation & Passports

5.1. It is the Operator's responsibility to check and fully comply with all the necessary rules for entry to the different countries. We refer to the website of the following UK Government web page www.gov.uk/foreign-travel-advice

5.2. It is the Operator's responsibility to ensure that the coach driver or party leader issues any documentation required by the Company for all Group Passengers

5.3. Collective passports & NATO travel orders must be declared, via email, at the same time as the provision of final passenger numbers, as defined in clause 3.3. Failure to do so will result in delayed or potentially missed departure. When travelling on a collective passport, all named passengers must be travelling on board the same coach (not split over several coaches)

5.4. In the event that a passenger travelling with the Operator is found by the border authorities of a respective country to be travelling without the correct documentation required for entry into that country, and if the border authority implements a financial penalty on P&O Ferries for such failure, P&O Ferries reserves the right to charge the Operator the amount of such penalty. The Operator shall pay the amount of the penalty within 30 days of receipt of a valid invoice from P&O Ferries.

5.5. For the purposes of Passenger Registration, the Operator is responsible for providing, prior to travel, the names, gender, age category and any special care/needs (in the event of an emergency) for all drivers and Group Passengers. Passenger registration documents are available on our website www.poferries.com.

On Short Sea routes, the coach driver or party leader is responsible for registering all passenger details required by the Authorities onto the

P&O Ferries Group Scan app (available on Apple Store or Google Play Store), prior to arrival at each departure port.

In addition, the coach driver or party leader is responsible for ensuring that all passengers are accounted for and identified prior to and post embarkation. Failure to undertake checks may result in costs being applied to the Operator should the Emergency services be required to undertake searches.

The Operator shall draw the attention of all passengers and drivers to the Company's privacy policy, a copy of which is available on the Company's website www.poferries.com, explaining that all Group Passenger and driver's personal data that is processed by the Company will be handled in accordance with this policy. The Operator shall also obtain the consent of any passenger or driver in providing special care/needs data as this information may be used by the Company for the purposes of providing such person(s) with any assistance they may require.

5.6. All contracts between the Company and the Operator and between the Company and a Group Passenger are on the terms of the Company's Terms of Business, the Agency Trading Terms and Conditions, (both available at www.poferries.com) and your Group Travel Conditions of Contract Rate, which are deemed to be included herein and receipt of a copy of which is acknowledged by the Operator.

5.7. The Operator undertakes to be responsible for all complaints made by the Group Passengers and shall use best endeavours to settle the complaints amicably. The Operator further undertakes to inform the Company of all complaints as soon as they occur or as soon as practicable following the incident. The Operator shall keep the Company informed of all measures taken by the Operator to settle such complaints. Should the Company advise the Operator on a course of action in relation to a particular complaint, the Operator shall follow the Company's instructions in full and failure to do so may prejudice any rights of recovery.

6. Supporter Groups (Short Sea and Irish Sea) and Single Sex Groups

6.1. Supporter groups can only be carried on our Short Sea and Irish Sea routes. On our Short Sea route, Supporter Group T&Cs, available on the Company's website at www.poferries.com, must be signed and emailed to the Company before any bookings can be confirmed.

6.2. Single sex groups can be accommodated on all routes. However, the Company reserves the right, at its sole discretion, to refuse any bookings requested on behalf of such groups.

6.3. Supporter and single sex groups are subject to the following special conditions:

- a) A complete list of names, addresses and passport numbers (with the exception of Larne and Cairnryan departures, where passports are not required) of all passengers in the group must be supplied at least one week in advance of travel. (Single sex groups ONLY).
- b) No supporter scarves, banners, flags or other emblems that may cause offence to other passengers are to be visible in the port, on the coach or onboard ship. No singing or chanting that may cause offence to other passengers is permitted in the port or on board the ship.
- c) No alcohol is permitted on coaches. Anyone appearing to be suffering from the effects of excess alcohol will be refused shipment.
- d) Each coach must have two nominated Stewards. Names to be submitted when booking.

- e) The carriage of supporter groups will be charged at full brochure-prices on all occasions. All reservations MUST be confirmed in writing.

7. Youth Groups

Youth and Child party organisers are required to appoint Group Leaders to be responsible for the supervision of their party at all times, who would also be instructed to report to the information desk on board immediately on embarkation.

Group Leaders should download, sign and brief to their group our code of conduct available on the Company's website www.poferries.com

We will not allow anyone under the age of 18 years to purchase tobacco, cigarettes, wines or spirits from any of our onboard shops, bars or food outlets. Natural exuberance from children is to be expected but the dangers of unruly and foolish behaviour whilst on board should be explained to your party prior to boarding. We also request that the comfort of, and courtesy to, other passengers is respected at all times. The Company reserves the right, at its sole discretion, to refuse any bookings requested on behalf of such groups. A Youth or Child party is defined where 50% of the total passengers are 0 -15 years of age.

8. Foot Passenger Groups

We do not carry Foot passenger groups on our Short Sea routes. All groups must travel in a coach.

Conditions of Group Rates and Group Travel should be read in conjunction with P&O Ferries full Terms of Business. Please visit www.poferries.com and click on Terms and Conditions.

10 June 2024