

P&O FERRIES 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 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.

"Restricted Duration" or "Limited Duration" means bookings where your outward and return journeys must be completed within a given period of time i.e. any duration other than standard single and standard return.

"Total Fare" means the full price paid excluding any amounts for rail.

- ii. Your contract is with 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 sailing on an Irish Sea route; or (c) P&O North Sea Ferries Limited, if you are sailing on a North Sea 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 unless otherwise mentioned.
- 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 this includes:
- the Athens Convention 1974 governing carriage of passengers and their luggage by sea; and
 - Regulation (EC) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 on the rights of passengers when travelling by sea and inland waterway ("Passenger Rights Regulation").

A copy of the Athens Convention and the Passenger Rights Regulation are available upon request.

Where there is any inconsistency between these Terms of Business and any applicable legislation, the terms of such legislation will prevail.

- vi. In some circumstances 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, 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. Onboard facilities may vary depending on route, vessel, dates and times of travel. Transport of foot passengers is not permitted on certain sailings and services.
- xii. From time to time, in particular but not restricted to special offers, additional 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 when made via our Contact Centre. Online amendments will be via secure access to your account.
- xiv. "My Account": You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings, in the "My Account" area of the website.

You must not use any P&O Ferries website: (a) in any way that causes, or is likely to cause, any P&O Ferries website, or any access to it to be interrupted, damaged or impaired in any way, or (b) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (c) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Terms of Business or any other applicable terms and conditions, guidelines or policies.

- xv. Travel confirmations and information regarding service disruptions may be sent to the email address you have provided us with or via SMS.
- xvi. In order to maintain our high standards of service and to assist with staff training, all calls are recorded.
- xvii. Your personal data will be handled in accordance with our Privacy Policy, a copy of which is available on our website.

2. Booking and payment

- i. Vehicles and trailers/caravans in excess of 6m long and/or 1.80m high must be declared at the time of booking, including where appropriate the addition of roof racks, cycles etc. Supplements may apply to

such vehicles. For the avoidance of doubt, vans are defined as vehicles built for commercial purpose with either (part of) the rear panelled and/or a load carrying space. Vans should be declared as such at time of booking. Car-derived vans are defined as vans derived from passenger cars with part of the rear panelled and can be booked as cars according to their dimensions. Minibuses are defined as vehicles with between 9 to 16 seats in addition to the driver's seat. Refer to paragraph 3vi if commercial goods are being carried. Failure to advise P&O Ferries of accurate vehicle type and 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 online at www.poferries.com, 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 may 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, unless your booking is stated at the time of booking to be eligible for part payment, with the balance being payable prior to travel. This may be made by via a number of payment options, which will vary depending on the booking channel chosen, and your country's relevant banking arrangements. These payment types could include:
 - a. Online: major credit or debit cards, PayPal
 - b. Via the Contact Centre: major credit or debit cards
 - c. At port: major credit or debit cards and cash

Payment fees may apply to certain payment methods. For security reasons, you may be asked to show the credit/debit card used at time of booking, when checking in at the port. Failure to do so could result in travel being refused.

Where a deposit has been made to secure a booking, the balance must be paid within the timeline stated at time of booking. Failure to do so will result in the booking being automatically cancelled. The ticket type terms and conditions determines if there is any refund applicable to the deposit (see clause 4 vii)

- vi. P&O Ferries Holdings Limited is the processing agent for all payments made pursuant to this contract.
- vii. Online bookings and bookings made by phone do not incur a booking fee. Bookings made at the port incur a £5/€6 fee per booking.
- viii. 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.
- ix. Where we consider that it is necessary, we can require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing assistance. Such accompanying person shall be carried free of charge.

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. The currency the booking is priced in is based on the port of outward journey departure. If you wish to pay in an alternative currency (Sterling or Euro), then an exchange rate will be applied.
- ii. Subject to the provisions of paragraph 3iv, 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. We reserve the right to apply a surcharge at the time of booking. In addition, a surcharge may be applied as a result of any increase in costs between the date of booking and the date of travel, at our absolute discretion. This surcharge 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 only affect new bookings made from the date of change.
- v. For the Irish Sea, senior citizen fares may be available on production of proof of entitlement for over 60s.
- vi. The following vehicles are excluded from Tourist fare bookings and are subject to Freight fare bookings and the Freight Terms of Business. Please contact freightsales.dover@poferries.com for further information regarding Freight fares and how to book.
 - a) all vehicles carrying commercial goods or involved in a commercial venture
 - b) vehicles carrying hazardous goods
 - c) all vehicles constructed for the carriage of commercial goods over 7m long
 - d) for Irish Sea routes, all vehicles constructed for commercial use:
 1. towing a trailer where the combined length exceeds 12.5m;
 2. transporting vehicles for sporting events.
 - e) hearses or similar vehicles travelling empty or not
- vii. Children under the age of 4 may travel free of charge but must be included as passengers when you make the booking. Charges may apply to children under the age of 4 on our minicruise programme.

4. Amendments, cancellations and refunds

- i. Changes in the route, date, time, passenger numbers or vehicle types for non-promotional fares are subject to availability and will result in the difference in price between the original price and the fare applicable on the day you make the amendment being charged (a "Re-price") and an amendment fee as set out in the table in 4ii below. Amendments to a part-travelled restricted / limited duration booking that result in the duration being exceeded, will also incur a duration adjustment fee of £40/€48.
- ii. Amendments are subject to the following rules:

Dover - Calais

	Standard	Standard Flexi	Fully Flexi
What will I be charged for changing my booking in advance of travel?	£30/€35 amendment fee + re-price	Re-price but no amendment fee	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras
Are there any extras included?	No	No	No
What will I be charged at port for not travelling as booked? ^^	Nothing if travelling within 4hrs of booked sailing. Min £60/€80 outside 4hrs^	Nothing if travelling within 4hrs of booked sailing. Min £60/€80 outside 4hrs^	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras

^ If you arrive at the port more than 99hrs after your booked sailing, the applicable portion of your ticket will be void and a new single journey ticket will need to be purchased.

^^ Space is subject to availability at time of travel

Hull-Rotterdam (Europoort)

	Standard	Standard Flexi	Fully Flexi
What will I be charged for changing my booking in advance of travel?	£30/€35 amendment fee + re-price	Re-price but no amendment fee	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras
Are there any extras included?	No	No	No
What will I be charged at port for not travelling as booked? ^^	£30/€35 amendment fee + re-price^	Re-price but no amendment fee^	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras

^ If you miss your booked sailing, the applicable portion of your ticket will be void and a new single journey ticket will need to be purchased

^^ Space is subject to availability at time of travel

Larne-Cairnryan

	Standard	Standard Flexi	Fully Flexi
What will I be charged for changing my booking in advance of travel?	£30/€35 amendment fee + re-price	Re-price but no amendment fee	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras
Are there any extras included?	No	No	No
What will I be charged at port for not travelling as booked? ^^	A minimum of £50^	Nothing within 5hrs of booked sailing. Min £40 outside 5hrs^	Nothing if keeping to same duration and booking details – e.g. vehicle type, extras

^ If you arrive at the port more than 99hrs after your booked sailing, the applicable portion of your ticket will be void and a new single journey ticket will need to be purchased.

^^ Space is subject to availability at time of travel

- iii. An amendment that causes a duration change may affect prices on both legs of the journey. In addition, an amendment fee will be charged if either leg is a Standard ticket.
- iv. Once a booking has been made and a reference number issued, the ticket type (e.g. Standard, Standard Flexi or Fully Flexi) cannot be changed.
- v. Any refund to which you are entitled on the cancellation of your booking will be subject to a deduction for cancellation charges as set out in the table below. Refund requests made in writing must be submitted within 6 months of the expiry of the validity of the booking (see point 4vii for exclusions). Unless otherwise stated, bookings are valid for up to 12 months from the date of purchase or the date of travel (whichever is earlier); however, cancellations must be notified no later than 24hrs prior to the intended departure date of your outward journey

Cancellation Charges

- vi. Cancellation charges are invoked when the whole booking is cancelled (i.e. both outward and return portions of the trip) and are a **percentage of the total fare**.

Cancellation Charges for Dover-Calais & Larne-Cairnryan

Cancellation period prior to outward journey	Standard	Standard Flexi	Fully Flexi
<24h	100%	0%	0%
>=24h	100%	0%	0%

Cancellation Charges for Hull-Rotterdam (Europoort)

Cancellation period prior to outward journey	Standard	Standard Flexi	Fully Flexi
<15 days	100%	100%	0%
15-28 days	100%	50%	0%
29-56 days	100%	25%	0%
>56 days	100%	15%	0%

Refunds

- vii. In no circumstance can we make a refund in respect of:
- cancellations or amendments made at any time on Standard tickets
 - cancellations or amendments made after the intended departure date and time of your outward journey for Standard and Standard Flexi tickets.
 - unused portions of bookings, where the booking is of restricted / limited duration. This includes any extras added onto the booking such as priority loading, Club lounge, cabin upgrades, meals, Wi-Fi, coach transfers, etc. for Standard, Standard Flexi and Fully Flexi tickets
 - part paid bookings.
 - cancellations made on the intended day of departure if such cancellations are made online. Refunds for such bookings may only be processed via our Contact Centre.

5. Travel and surcharges

- We can only guarantee availability including that of passengers, vehicle and extras, on your booked departure dates and times. Additional surcharges may apply for travel at other times. Refunds will be subject to ticket type.
- Unless otherwise stated all cross-route, cross-tariff and cross-year return bookings are charged at the sum of the two appropriate singles.
- Where fares of a Restricted / Limited 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.

- iv. Trailers and caravans included on only one leg of a return booking will be charged the appropriate single fare.
- v. All bookings of Restricted / Limited Duration are only valid where the outward and return journeys are completed within the specified period of time, using the same operator. If you fail to travel on the outward part of your booking, then the whole booking will be cancelled including the return crossing. It is not permitted to purchase restricted / limited duration tickets with the purpose of using only one leg.
- vi. 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 and there will be a charge of £10/€15 for each amendment to personal details, such as names, of the travelling passengers made at check-in.
- vii. Any trailer/vehicle carrying livestock between Cairnryan and Larne will be subject to a £20/€23 supplement each way. If you are travelling with livestock, please call our Contact Centre to make your booking.
- viii. No Luggage is permitted on day trips.
- ix. Any assistance that is provided to motorists for broken down vehicles will incur a fee to reflect the reasonable costs we have incurred in providing such assistance. Vehicles being repatriated on a recovery vehicle will be charged in accordance with our standard rates for freight vehicles.

6. Delayed or Cancelled Sailings

- i. 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.

Once checked-in, if we cannot provide the anticipated service within 90 minutes of your scheduled departure time, we will try to arrange a suitable alternative ferry crossing, provided that alternative travel is available and can be reasonably supplied. We will refund the Total P&O Ferries Fare of the affected inbound and/or outbound crossing if we cannot ship you at all with us or arrange a suitable alternative ferry crossing, or if you do not wish to take any alternative journey offered by us. If your departure is delayed and your journey will no longer serve any purpose, having regard to your original travel plan, a refund of the full ticket price shall be considered upon submission of reasonable supporting evidence.

- ii. Where we do not anticipate a delay but after embarkation has completed the ferry service is then delayed in departure for more than 90 minutes, it will not always be possible to then disembark with a vehicle. In this case, it may be necessary for you to continue your journey.

7. Passenger Rights Regulation

- i. The provisions set out in this clause detail your rights with respect to delays and cancellations pursuant to the EU Passenger Rights Regulation 2010, as may be amended from time to time. These provisions do not apply to tickets where no time of departure is specified or delays or cancellations that are caused by severe weather conditions.

- ii. Where a delay requires a stay of one or more nights in order to travel on the next available sailing you shall be entitled to one of the following:
 - a) Reimbursement for up to three nights' accommodation (limited to €80 per person per night, or per room (whichever is the lesser)) and transport between the port and the accommodation, on submission of applicable receipts. If using your own vehicle, a portion of the fuel costs will be reimbursed in line with average fuel costs as published by RAC Fuel Watch (or equivalent if RAC Fuel Watch is unavailable).
 - b) Free transport between your home and the port, limited to a maximum of €20 per person or per car (whichever is the lesser), on submission of applicable receipts. If using your own vehicle, a portion of the fuel costs will be reimbursed in line with average fuel costs as published by RAC Fuel Watch (or equivalent if RAC Fuel Watch is unavailable).
- iii. If your sailing is delayed in arrival by at least:
 - a) one hour in case of a scheduled journey of up to four hours;
 - b) two hours in case of a scheduled journey of more than four hours, but not exceeding 8 hours;
 - c) three hours in case of a scheduled journey of more than eight hours, but not exceeding 24 hours; or
 - d) six hours in case of a scheduled journey of more than 24 hours;

you shall be entitled to compensation equal to 25% of your ticket price for the affected portion of your journey. If the delay exceeds double the time set out above, you shall be entitled to compensation equal to 50% of your ticket price for the affected portion of your journey. The provisions of this sub-clause do not apply to delays or cancellations that are caused by unavoidable extraordinary circumstances, such as natural disasters, sea search and rescue, port closures or industrial disputes.

- iv. Compensation shall be paid within one month after submission of a valid request in the form of vouchers, unless you request payment in cash. Compensation shall not be paid for any claims under €6 or its sterling equivalent. Vouchers issued as compensation are non-transferable and may not be resold or bartered.

8. Your responsibilities

- i. A passport for each individual passenger (including children and infants), valid for at least 6 months beyond the date of return, is required for all trips to and from the United Kingdom. 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.
- ii. It is your responsibility to check-in by the time specified.

Short Sea routes: check in closes:

- 90 minutes prior to scheduled departure time for foot passengers or if you are travelling with pets
- 60 minutes prior to the scheduled departure time for all other categories of traffic

North Sea routes: check in closes 90 minutes prior to the scheduled departure time.

Please note sailings may depart before scheduled departure times on all North Sea routes.

Irish Sea routes: check in closes:

- 60 minutes prior to the departure time if you have requested special assistance
 - 45 minutes prior to the scheduled departure for foot passengers or if you are travelling with pets
 - 30 minutes prior to the scheduled departure time for all categories of traffic
- Please note: Sailings may depart before scheduled departure times on all Irish Sea routes.
- iii. If you arrive later than this, on Short Sea and Irish Sea routes, 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 paragraph 5v above. On North Sea routes, missing the latest check-in time, without prior notification to our Contact Centre, will result in your booked sailing being cancelled, and will require the purchase of a new ticket for that portion of your journey if necessary. Where Priority 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. It is your responsibility to check and fully comply with all the necessary rules of entry to different countries. We refer to the website of the following UK Government web page <https://www.gov.uk/foreign-travel-advice> .
 - vi. For information and advice on health matters while travelling abroad contact the Department of Health
 - vii. You are advised to take out your own health insurance, as cover under national schemes is not always comprehensive.
 - viii. 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.
 - ix. If you are a person with a disability or if you have reduced mobility, you are requested to notify us at the time of booking or at least 48 hours prior to your departure if you require any assistance, have any special needs with respect to seating or accommodation or need to bring medical equipment on board. Please phone our Contact Centre for further information.
 - x. 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 medical certificate / letter issued by competent care authority, covering both the outward and return journey dates, prior to travel. If the medical certificate / letter issued by competent care authority only covers the outward journey date, then a second medical 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 medical certificate / letter issued by competent care authority 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. The medical certificate / letter issued by competent care authority is required to confirm fitness to travel. A maternity certificate will not be accepted in its stead. In special circumstances we reserve the right to refuse carriage or request a medical certificate / letter issued by competent care authority at any stage of pregnancy. You should be aware that we will not be able to supply any seasickness remedies.

- xi. If, in our opinion, you are suffering from any medical condition that may endanger the health or safety of any other persons on board then we reserve the right to refuse to allow you embark or require that you disembark.

9. Pets

- i. 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 and other registered support animals) 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.
- ii. All animals travelling on board must be fit and healthy prior to boarding. Injured and/or diseased animals are not permitted to travel.
- iii. Pets are not allowed to travel:
 - a) with passengers on a coach booking on any of the P&O Ferries routes.
 - b) with foot passengers on our Irish Sea and Short Sea routes.
 - c) unaccompanied on any of our services.
 - d) on coach transfers on our North Sea route.
 - e) on mini cruise bookings.
 - f) in any areas which are not designated Dog Areas (as defined below).
- iv. We do not transport any UK banned breeds of dogs on our vessels.
- v. Maximum number of pets allowed per vehicle (please refer to below clauses 9 vii to 9 x for exceptions for dogs only):
 - a) On our Dover-Calais route: 5 pets per vehicle. Pets must remain in the vehicle during the crossing.
 - b) On our Larne-Cairnryan route: 4 pets per vehicle. Pets must remain in the vehicle during the crossing.
 - c) On our Hull-Rotterdam (Europoort) route: 5 pets per vehicle.
Dogs, cats and ferrets must be kept in one of our onboard kennels during the crossing. Kennels are available in limited numbers and must be pre-booked. All other animals must remain in vehicle.

Travelling with more pets than the above stated numbers requires approval from DEFRA / DAERA and the use of a certified vehicle with approved containers. We reserve the right to refuse boarding on any route without appropriate approvals or certifications being provided and we will not be liable for any loss or damage suffered for failure of any passenger to provide such approvals or certifications. Reservations and other special arrangements must be made by phoning or emailing our contact centre.

- vi. 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.
- vii. On our Hull-Rotterdam (Europoort) and Dover-Calais routes, we have designated dog areas, where only dogs are allowed access, under your supervision. "Dog Exercise Area", "Dog Friendly Cabin" and "Pet Lounge" are collectively referred to as "Dog Areas". They include:
 - a. on our Hull-Rotterdam route, a "Dog Exercise Area" and "Dog-Friendly Cabin"
 - b. On our Dover-Calais route, a "Dog Exercise Area" and a "Pet Lounge".

Access to the "Dog Exercise Area" may be restricted due to weather conditions or for maintenance and repair.

- viii. Where Dog Areas are available, you agree to keep your dog under your responsibility, supervision and control at all times while on board. Your dog must be kept on a lead when being escorted to and from Dog Areas and within all communal Dog Areas. You are responsible for cleaning any mess created by your dog within the Dog Areas. We reserve the right to request that your dog is immediately muzzled, and/or immediately removed from communal Dog Areas and confined to a kennel, your car or your cabin as deemed necessary.
- ix. It is your responsibility to comply with the instructions provided within the cabins or in the "Pet Lounge" and to ensure that your dog does not disturb passengers in neighbouring cabins or communal areas.
- x. We will seek the co-operation from other passengers in not approaching your pet but cannot guarantee such actions. You may wish to consider, for the safety of your pet and other passengers, muzzling your pet. We do not accept any responsibility for any liability or damage caused by your pet while on board. You understand that if an injury or incident occurs which was caused by your pet, you may be reported to the relevant authorities, and in some cases, it could give rise to criminal or other legal liability.

10. 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 and facilities being open.
- 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 less than 24 months old are allowed to sleep in a separate baby cot. Please bring your own travel cot. Note that cots will only fit in certain cabins.
- iv. Children under the age of 16 shall not be permitted to occupy a cabin without being accompanied by a responsible parent/guardian in the cabin (and on the booking).
- v. 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.
- vi. For passengers travelling on a Mini Cruise we cannot guarantee the same cabin for both legs of the journey.
- vii. If a cabin is booked where the number of occupants is less than it is designed for, the full price will be charged. In special circumstances, we reserve the right to re-allocate under-occupied cabins.
- viii. Cooking in cabins and use of domestic appliances such as irons is not permitted.

11. Smoking, Vaping and alcohol policy

- i. Smoking or vaping (e-cigarette) is not permitted within any passenger area within our ships. Outside designated smoking areas are provided. Neither smoking nor vaping 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.

12. 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 baggage by any authorised person and to answer any questions. If you do not agree to any such request or cannot verify the content of the baggage you will not be allowed to travel; 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: (i) allow you to embark, (ii) require that you disembark, and/or (iii) 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. Further information can be found in our Code of Conduct available at www.poferries.com/terms-and-conditions/code-of-conduct
- iii. We will accept vehicles powered by any fuel type, provided the vehicle has been designed, built and certified for road use by the principal manufacturer.
- iv. You must lock your car and leave it 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. No additional fuel may be carried in containers of any quantity i.e. do not carry fuel cans on board - full or empty.
- v. Motorcycles should be secured by their owners to their own satisfaction, using the materials provided by onboard staff.
- vi. You must switch off any coach heaters powered by diesel fuel or liquid petroleum gas when on vehicle decks.
- vii. A maximum of 3 cylinders of butane/propane (the combined weight of which must not exceed 47 kg) is allowed for lighting, cooking or heating purposes only. 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.
- viii. The carriage of dangerous substances (such as, but not restricted to: butane, propane, helium, GPL, fuel, extinguisher, diving equipment, medical oxygen, aerosols, etc.) for non-commercial purpose is regulated by IMDG (International Maritime Dangerous Goods) regulations and is subject to compliance with Marine Guidance Notes published by the Maritime and Coastguard Agency. It is your responsibility to comply with these regulations and to not carry larger quantities than allowed.
- ix. 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. On Short Sea routes, vehicle passengers are only allowed to take one item of hand luggage per person onto the passenger decks.

- 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.
- xiii. The children's play areas are closed on all over night 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.
- xiv. To assist consumers in making an informed menu choice, P&O Ferries maintains ingredient information for all foods offered, including information relating to the presence of food allergens. If you wish to view the food allergen information for any of our menu choices, please speak to a member of our crew who will be happy to assist.

13. Carriage of ammunition and firearms

- i. Any passenger wishing to travel with firearms, airguns, rifles (including replicas), ammunition, swords, knives, folding pocket-knives with more than 3 inches blade, crossbows and arrows must phone our Contact Centre to obtain a firearm registration form. Any required licences must be carried for all such items. **Foot passengers are not permitted to carry such items.**
- ii. It is your responsibility to fulfil any customs regulations, criteria or law with respect to the carriage of any firearms, airguns or ammunition. Please note that you will need a European Firearms Pass to take firearms into EU states.
- 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.
- iv. You may carry inflammable substances only in limited quantities and in accordance with our instructions and permission. No explosives may be carried.
- v. Under IMDG (International Maritime Dangerous Goods) regulations, the carriage of Black Powder through UK passenger ports is not permitted. The carriage of Black Powder into freight only ports (for our routes, Tilbury or Teesport) is permitted subject to the fulfilment of the requirements set out above.

14. 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, wilful or negligent damage caused by you or any other person travelling as part of your booking.

15. 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.

- 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, other than as set out in paragraph 6 above. 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, other than as set out in paragraph 6 above.
- vii. The facilities available at each of the ports that we operate from vary.

16. Information, Feedback & Complaints

- i. If you have any questions or require any further information, please contact the P&O Ferries Care team. Please also see the FAQs that are on our website.
- ii. 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 may make a complaint in writing within two months of the date of travel, addressed to P&O Ferries Care team.
- iii. To contact the P&O Ferries Care Team email customer.services@poferries.com or write to:

P&O Ferries Care Team
Channel House
Channel View Road
Dover
Kent
CT17 9TJ

17. 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

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

18. VAT registration numbers

UK: GB201850407
France: FR31302421045
Belgium: BE0467032036
Netherlands: NL001228614
Rol: IE9F59298P

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16 July 2024