

Ferry Booking Terms and Conditions

These conditions apply to all ferry bookings with Brittany Ferries. Bookings for ferry travel form a transport contract between yourself and BAI SA, through the agency of its UK subsidiary, BAI UK Limited ('Brittany Ferries'), at the time we confirm your booking by providing your booking reference.

FARES AND GENERAL INFORMATION

Fares are based on travel dates and times and may require you to return to the UK within a specified period. Documents are only valid for the sailing dates/times indicated. Open return tickets are not available. Fares are only valid for itineraries commencing in the country they are booked in. We will not carry passengers under the age of 16 unless an adult of 18 years or over accompanies them. Children travelling with an adult other than, their parents or legal guardians must have a letter of consent.

At the time of booking the following information will be required where applicable: vehicle registration number, passengers' first names, surnames, dates of birth, gender and nationality.

If you vary sailing date and times or misuse the terms of the ticket or any promotion, then the difference between the cost of your original ticket and the appropriate current fare will be charged. Any additional charges are payable prior to boarding.

For overnight crossings to France and on our Spanish service, a cabin or reclining seat must be pre-booked whilst availability remains. Bookings without on board accommodation may only be accepted on our French routes after all such accommodation has been reserved.

Vehicle and passenger space plus on board accommodation are subject to allocations and therefore may not always be available with certain types of fare.

We vary our fares according to market conditions or where costs beyond our control make such action necessary. We reserve the right to make a surcharge after the date of booking and before outward travel date if there is an increase in taxes, fees or charges (e.g. government action, fuel charges etc). No surcharges will be made within 30 days of outward travel date. You will be given the opportunity to accept the surcharge or cancel without liability.

Vehicles exceeding 6.5m in length which are not specifically constructed or adapted for the carriage of passengers are subject to freight tariffs, as are vehicles of lesser dimensions but which are carrying merchandise and/or being used for hire and reward. For further information and rates, contact our Freight Sales Team on 08712 440 900. Please note that if you arrive at your designated port and should have under the above definition booked under a freight contract, then this transport contract is invalid. Travel will only be permitted on the ability to secure a freight contract and payment of any additional cost. Your carriage cannot be guaranteed.

Onboard facilities vary depending on route, vessel, dates and time of travel.

Please note that smoking (including electronic cigarettes) is only permitted on designated outside decks with the exception of the Normandie Express which is completely non-smoking.

To monitor customer service and for training purposes, we record telephone calls.

CONFIRMATION AND PAYMENT

Booking Option (not available on line)

If you contact us by telephone a booking option and price quote (where a booking reference has been given) may be held for 24 hours pending receipt of deposit/balance; at this point it will cancel if the deposit/balance is not paid. Booking options are not available within 5 days of the outward travel date.

Confirmed Booking

A £35 deposit is required to secure a booking. When you secure a booking we will issue a document that sets out the details of your reservation and provides other information. This will be sent to you by post unless you have given instructions for us to use an email address or have booked on-line. On issuing this document the contract will take effect; so you should check before booking to ensure that you are happy with our General Ferry Booking Terms and Conditions. The contract is between Brittany Ferries, the carrier, and the lead passenger named on the document, and all persons travelling with that passenger on the same document.

Full payment for a ferry booking is required at least 46 days before the day of outward travel date. If payment is not received the booking will be cancelled which invalidates all related documents. Reservations made within 46 days of outward travel date must be paid in full at the time of booking. If you are booking a promotional fare (including Spanish Mini Cruises and 24 hour returns) then special payment terms and other conditions will apply. These are available on request.

A charge is made for the use of all cards except UK debit cards

AMENDMENTS

An amendment fee of £15 is payable for any change to your booking made between the time of booking and before 5 days of your outward travel date, if made through the call centre or at the port in addition to any price increase that may apply. During this period amendments made via the internet will not attract an amendment fee. All amendments made within 5 days of your outward travel date until your booking is completed, including those made via the internet will attract an amendment fee of £25. Promotional fares (including Spanish mini cruises and 24 hour returns) attract specific amendment fees detailed in the promotion.

Changes and interruptions to sailings and services

All departure/arrival times are local - please refer to your travel documents. It may be necessary to use alternative ships on any sailing or to change/withdraw the facilities/services available for various operational, technical or scheduling reasons.

CHECK IN

The latest arrival time at the port for each journey will be shown on your documents. This may vary depending on whether you have any special requirements, are travelling as part of a group or for other reasons. If you do not meet latest check in requirements, then your space cannot be guaranteed.

SPECIAL REQUIREMENTS

Limited medical services may be available on board. Where they are, there may be a charge for their use. It is your responsibility to ensure if you have a disability or restricted mobility that your needs are known and understood at the time of booking. 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.

We are unable to transport anyone who is **32 weeks (28 weeks for the High Speed Service)** or more pregnant at the time of travel or those with pregnancy complications.

For information and advice on health matters while travelling abroad, the Department of Health leaflet "Health Advice for Travellers" is available from Post Offices. Alternatively call 0845 606 2030 or visit the website <http://www.ehic.org.uk/>. We also recommend you visit www.gov.uk/fco prior to travel.

You are strongly advised to have adequate travel and health insurance, as cover under national schemes is not always comprehensive.

CANCELLATIONS AND REFUNDS

Application for any refund must be made within 4 weeks of the return travel date. Promotional fares (Including Spanish mini cruises and 24 hour returns) fares are non-refundable.

<i>Refunds are based on the following scale</i>		
Period of notice given before first scheduled departure	Cancellation Charge	Refund of balance
Over 46 days	Deposit + amendment fees	By method of payment
6 - 46 days	Deposit + amendment fees	As a travel voucher
0 - 5 days	100% booking value	N/A

The travel voucher is valid for a limited time and cannot be converted into cash. The voucher, which is non-transferable, will be issued in the Lead passenger name on the booking. Please see additional terms and conditions on the voucher.

Insurance premiums are non-refundable and non-transferable.

CONDITIONS OF CARRIAGE

These conditions, including the Athens Convention (as amended by the 2002 Protocol), form the agreement between you and BAI (SA), the performing carrier. They apply to all persons and luggage (including any vehicle) carried on our ships whether or not a ticket has been issued to such persons. In these Conditions the word "luggage" includes any vehicle, if you are travelling with one.

THE ATHENS CONVENTION

Passengers are advised that the provisions of the convention relating to the Carriage of Passengers and their luggage by Sea 1974 as amended by the 2002 Protocol ("the Athens Convention" which includes orders made in relation to the Athens Convention) are applicable.

The Athens Convention in most cases limits our liability for death, personal injury, or loss of, or damage to luggage and makes special provision for valuables. The limits of liability are laid down by Orders issued from time to time under the Merchant Shipping Act 1995 and the Merchant Shipping Regulations 2012.

The Athens Convention presumes that luggage is delivered undamaged by us to you unless written notice is given to us:-

(a) In the case of apparent damage, before or at the time of disembarkation or redelivery; a damage report is available from the ship's officer, this report does not constitute an acceptance of liability.

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

It is a term of these Conditions that the Athens Convention also applies to all people travelling on the ship, and to their luggage, and vehicles even if they are not defined as passengers under the Athens Convention. If for any other reason that Convention would not otherwise apply, the Terms of the Athens Convention will apply at all times whether or not you or your luggage or vehicle are on the ship concerned or on any land based facilities for which we are responsible.

We can provide you with a copy of the Athens Convention and details of the current liability limits on request.

1. DEFINITIONS

In these Conditions reference to "you" and "your" means any person travelling on the Ship (except our crew). Where the ticket is issued to a person or company, which is not travelling on the Ship, it includes that person or company or any employee or other person acting under its direction. "Your luggage" means any property, luggage, and vehicles in the possession, custody, or control of you or any other person travelling on the Ship and will include any unaccompanied goods or vehicles unless they are the subject of a separate bill of lading or contract of affreightment. "Us", "we" or "our" means BAI (SA) registered in France under number 927 250 217 00027 with its registered office at Port du Bloscon 29680 Roscoff.

2. OBLIGATIONS OF BAI (SA) - THE PERFORMING CARRIER

Our obligations and liabilities as the carrier are limited by those set out in EU regulation No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterways. Full details of the regulation are available on request but they are summarised below in sections i, ii, iii, iv, and vi:

(i) Travel

It is our objective to provide you, and where appropriate your luggage with the journey(s) shown on your tickets, but sailing times and destinations, whether shown on your tickets or otherwise notified to you, could be affected by industrial action, weather conditions, mechanical breakdown, government requirements or other factors extraordinary or otherwise that are outside of our control.

(ii) If Cancellation or Delay of more than 90 minutes from the scheduled departure time

In this event, where you are at the port of departure and where we can reasonably do so, we will supply refreshments or snacks in relation to the waiting time. Should the delay or cancellation, (other than those caused by weather conditions endangering the safe operation of the ship) necessitate additional overnight stay(s), adequate accommodation will be offered to each passenger, where physically possible to do so, this could be on board or ashore. The cost of accommodation will be limited to €80 per night (excluding transportation to and from the port) and a maximum of 3 nights.

(iii) Re-routing and reimbursement in the event of cancelled or delayed departures

Where a sailing is delayed for more than 90 minutes or cancelled we will provide you the choice of either, a specific re-routing option to your final destination as set out in your transport contract at the earliest opportunity at no additional charge; or re-imburement of the price that was paid for transport contract within 7 days.

(iv) In the event of a delay in scheduled arrival time

Excluding adverse weather condition endangering the safe operation of the ship or extraordinary circumstances which are unavoidable, delays in the arrival time passengers may request compensation of 25% of the price paid for the delayed service if: a 1 hour delay on a 4 hour journey, 2 hour delay on a 4 to 8 hour journey, 3 hour delay on a 8 to 24 hour journey and a 6 hour delay a journey of more than 24 hours. The compensation shall be 50% if the delays are twice the above.

(v) Alternative carrier

If for any reason defined in paragraph (iii) you or your luggage is transferred to another carrier, you and your luggage will travel on the other carrier's Conditions of Travel but we will still be entitled to the protection given to us by those Conditions.

(vi) Access

We reserve the right to refuse passage to any person or their luggage, who in the opinion of the ship's officer or agent, is unfit or unable to travel, or deemed to risk the safety protocols, or operational feasibility, of the vessel. The Captain of the ship has absolute discretion whether or not to accept a passenger or their luggage on board. In such cases, the fare for that

part of the journey which has not been performed will be refunded (unless you have failed to perform your obligations). This is the limit of our liability to you.

(vii) Passengers with a disability or reduced mobility

Any passenger who has a disability or reduced mobility, even if temporary, is required to inform us **at least 48 hours in advance** of the scheduled departure, so that we can look to provide adequate assistance in embarkation and disembarkation of the vessel and to assess our ability to carry you and any medical equipment safely throughout your journey. Should we not be able to carry you in a safe, operationally feasible manner throughout the journey we will inform you immediately and you will be given alternatives or provided with written details on the reasons we cannot do so.

(viii) Ship's Accommodation

Accommodation will be provided for you if it is shown on your ticket. However, if for any reason we are unable to provide you with that accommodation or equivalent, we will either refund that part of your fare relating to the accommodation not provided or if lower cost accommodation is taken by you, we will refund the difference in cost. That will be the limit of our liability to you.

(ix) Other Services

(a) Where we have arranged other services for you, such as other transport or accommodation on land, we are acting as your agent in booking such services and the terms of that carrier or supplier will apply to you and we will not be liable to you in this matter.

(b) The exclusion in paragraph a. above does not apply where other services are included as part of our Inclusive Holiday package offered by us. We would refer you to our Holiday Booking Conditions contained in our brochures, for further details.

(x) Inclusive Holidays

Where the contract you have with us is for an inclusive holiday sections 2(ii), 2(iii) and 2(iv) do not apply as these pertain to transport contracts only and are instead governed by the Package Travel Regulations 1992. Please refer to our Holiday Terms and Conditions.

(xi) Re-routing

Where passengers are entitled to mileage allowances, as in 2(ii) transfers to and from the port, 2(iii) re-routing and any other occasion that may arise, the mileage rate will be limited to a maximum of 25p per mile.

3. PRICE

After written confirmation of your booking, prices will not be increased, except in exceptional circumstances such as due to government action, fuel price increases, currency fluctuations or a change in port charges. Details of these are contained in the Booking Conditions or can be found in the Holiday Booking Conditions for Inclusive Holidaymakers contained in on our website. In any event there will be no increase within 30 days prior to departure. If an increase

is unacceptable to you, you have the right to cancel your booking and receive a refund of the fare paid.

4. YOUR OBLIGATIONS

(i) Conditions of Travel

In accepting a ticket to travel on our ship you agree to be bound by these Conditions. In booking any journey you also act as agent on behalf of any person travelling with you on your ticket, and you undertake on behalf of all such persons that they are and shall be bound by these Conditions.

(ii) Arrival at Port

Present yourself at the port of departure no later than the arrival time specified on the travel document.

(iii) Dangerous Goods and Firearms

You must not bring dangerous goods, firearms or knives on board, on your person, or in your luggage unless you have obtained written permission from us and possess legal authorisation. Dangerous goods must be declared at the time of booking and can only be transported in a vehicle, therefore are not permitted in the case of a foot passenger. If you are unsure about whether or not goods are dangerous then you must contact us in advance otherwise we may refuse you entry to the ship, without any liability on our part. The transport of petrol cans is specifically forbidden. A maximum of 3 x 15kg gas cylinders may be carried, the cylinders must be switched off during the voyage.

On arrival at the port you must report to the Duty Terminal Manager and follow his/her instructions regarding loading and necessary storage of these goods.

(iv) Animals

Animals will not be allowed on board unless you have our prior permission and you have obtained the necessary licences and complied with all relevant regulations. This includes assistance dogs. Please seek advice from your vet. It is a requirement that dogs (excluding assistance dogs) must wear a muzzle at all times when in the terminal, if exercised on board or transferred to a kennel. It is the responsibility of the animal's escort to obtain and comply with current regulations for the transport of animals. If any problem arises with the transportation of a pet which requires the use of quarantine facilities upon arrival in the UK, then the pet's owner/escort will be fully responsible for these expenses.

(v) Travel Documents

All passengers whether adult or minor must obtain and bring with you all necessary travel documents, such as valid passports, inoculation certificates and visas, to enable to enter the countries which you intend to visit and for re-entry into the UK or Ireland. Failing to produce the necessary documentation will result in boarding being denied or if fines are applied by Statutory Authorities, we have the right to recover these from you. Brittany Ferries accepts no responsibility for passengers refused entry to any country by the relevant authority for whatever reason.

(vi) Instructions Given to You

You must familiarise yourself and comply with all the ship's safety regulations and notices and follow any instructions given to you on your ticket and other travel documentation or by our staff during the journey.

(vii) Aviation and Maritime Security Act 1990

In a UK port under the Aviation and Maritime Security Act 1990, no suspicion of an individual is required for a recipient of a direction to arrange searching of a random sample or of all passengers, baggage and/or vehicles under Section 22.

Section 22(3) states that if there is cause to suspect that an article is in or may be brought into the harbour area or on board ship (as described in section 22(6)) a search can be carried out.

Those passengers who fail to cooperate with these directions may be removed from the harbour area, and prevented from travelling. No refund will be given under these circumstances for any unused portion of the ticket.

(viii) Breach of Your Obligations

In the event of you deliberately or negligently causing damage to the vessel or her furnishings, or equipment, or any property of BAI (SA), or to any other party, you shall be fully liable for such damage and shall indemnify BAI (SA) against all costs or claims thereby arising.

If you do not comply with all the requirements of these Conditions you will be liable to us for any loss we suffer, and we shall have a general lien on all your luggage and property accompanying you, together with the right to sell it to compensate us for all losses you have caused. This includes the costs of enforcing the lien and the cost of the subsequent sale.

5. GENERAL

(i) Care of Luggage

It is your responsibility to take care of any luggage in your possession or under your control. Subject to the Athens Convention we accept no liability for any luggage lost on board or left with us after the journey. However, if such luggage is found, we will usually store it at the UK port for a period of time for you to reclaim. On reclaiming any such luggage, you must pay our reasonable storage or postal charges.

(ii) Inability to Leave

If, for any reason, you and/or your luggage are unable or are prevented from leaving the ship when the journey ends, we will return you and/or your luggage to the place of departure, or the next Port which the ship visits, and may charge you the appropriate fare.

(iii) Law and Courts

Relevant English law will apply to the Agreement and the relevant courts of England will have exclusive jurisdiction in relation to the Agreement. For bookings made in Ireland, your

contract will be construed in accordance with Irish law and is subject to the jurisdiction of the courts in Ireland, subject only to any rights you may have to bring proceedings elsewhere under the terms of the Athens Convention.

(iv) Variation of Terms

We may vary any of these Conditions by giving you written notice. If a variation is necessary as a result of a change in the Law (national, European Community or international) this will be applied immediately or as directed. Our staff are not authorised to vary or waive the terms of these conditions.

(v) Extent of Protection

We make these Conditions of Travel on our own behalf and also on behalf of each of our servants and agents and all of the protection provided to us shall also extend to such persons. In addition, you must indemnify us in respect of any claims made by any third parties for any loss or damage of any kind incurred in connection with you, your luggage or vehicle to the extent that such claims exceed the amount for which we would be liable to you under these Conditions of Travel.

(vi) The rights of passengers travelling by sea in the event of accidents

These are specified by EC regulation 392/2009, the summary of this regulation is available on our website www.brittanyferries.com. This regulation does not affect the rights of the carrier to limit their liability for accidents in accordance with the international convention on limitation of liability for Maritime claims of 1976, as amended by the 1996 Protocol in its' latest version. Accidents under the regulation include both shipping and non-shipping incidents in the course of carriage.

BRITTANY FERRIES CUSTOMER SERVICE

If you find cause for complaint whilst travelling with us, or in your dealings with our Company, please notify our staff, as we would wish to resolve the matter immediately. If we are unable to do so, then please write to Customer Services, Brittany Ferries, Millbay, Plymouth, PL1 3EW within 30 days of the problem occurring, quoting your booking reference.

DATA PROTECTION

Brittany Ferries takes its responsibilities regarding privacy and security of customer information very seriously. The data we obtain from you is required to process your booking or enquiry as requested and to comply with requirements under Government Legislation. We are registered and comply with the Data Protection Act 1998, the Data Controller is the Company Secretary, BAI (UK) Limited (Brittany Ferries), Millbay, Plymouth, PL1 3EW. Registration No 1080495. We may use certain data to inform you of future offers. If you do not wish to receive information then please contact us. You are entitled to a copy of your personal data held by us on payment of a fee. Please write to the Data Controller at the above address.

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