



Conditions *of* Carriage

Prepared for

ATLANTIC FERRIES LIMITED

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: AXH.ATL9.1

TABLE OF CONTENTS

1	SPECIAL NOTICES/WARNINGS	1
2	PRELIMINARY	2
2.1	definitions	2
2.2	Interpretation	3
2.3	carriage undertaken	3
2.4	forms of contract of carriage	3
2.5	group passengers - agency	4
2.6	deemed ticketing or deemed consignment	4
3	CONDITIONS IN RESPECT OF VESSELS/SERVICES	4
3.1	discretion as to carriage	4
3.2	no guaranteed sailing/variations in route/ports	4
3.3	impediments to loading, carriage, etc	4
3.4	compliance with orders	5
4	LIABILITY ETC	5
4.1	liability under the Athens Convention	5
4.2	liability in other situations: death/personal injury	6
4.3	livestock	6
4.4	dogs and other domesticated animals	6
4.5	time limit for claims	6
4.6	breach/defect/failure of any services	6
4.7	additional loss or damage	6
4.8	benefit of all rights and exemptions	6
4.9	Company acting as agent	6
4.10	medical attention	7
4.11	refrigerated trailers	7
4.12	lighterage expense/ livestock consignment	7
4.13	no undertaking as to notice of arrival of goods, etc	7
4.14	no responsibility for safe custody of valuables	7
4.15	lien	7
4.16	damage caused by customers	8
4.17	maximum protection allowed by law	8

5	REGULATIONS IN RESPECT OF DANGEROUS GOODS AND SUBSTANCES	8
5.1	dangerous goods and substances	8
5.2	conveyance of petrol, fuel oil and cylinders and cartridges of liquefied hydrocarbon gas in vehicles	8
5.3	breach of regulations	8
6	GENERAL	9
6.1	luggage entitlement	9
6.2	Third party terms and conditions	9
6.3	amendment/variation	9
6.4	storekeepers/ warehousemen	9
6.5	instructions and searches	9
6.6	Ticketing conditions	9
6.7	commercial vehicles and coaches	10
6.8	latest check-in time	10
6.9	reservations	10
6.10	sleeping berths	10
6.11	disabled passengers	10
6.12	roof-racks	10
6.13	dogs	11
6.14	safety on board	11
6.15	governing law	11
	Explanatory Note relating to the Athens Convention and the Hague Visby Rules	11
	Explanatory Note relating to the shipment of Dangerous Goods and Substances	11

ATLANTIC FERRIES LIMITED (Company Number SC270990) (the “Company”) CONDITIONS OF CARRIAGE – PASSENGER/GOODS TRANSPORT

1 SPECIAL NOTICES/WARNINGS

All **customers** are advised to read this notice and the conditions of carriage of the Company below (these “Conditions of Carriage”) before buying any ticket from or otherwise entering into any contracts of carriage with the Company. These Conditions of Carriage and all rules and regulations referred to therein are deemed incorporated in and form part of all contracts of carriage between any **customer** and the Company. A contract of carriage can be entered into between a **customer** and the Company in many ways but for the avoidance of doubt includes the purchase of any ticket. You will be deemed to have accepted these Conditions of Carriage at that point in time.

Customers are deemed to be familiar with these Conditions of Carriage and with the provisions of the **Athens Convention** which are incorporated in and form part of these Conditions of Carriage. The Company’s liability for the death of or personal injury to a **passenger** and/or the loss of or damage to the **luggage** of a **passenger** is limited by the **Athens Convention** which also makes special provision for valuables. Reference to the **Athens Convention** is made at Clause 4 below and an explanatory note summarising the main provisions of the **Athens Convention** is set out at the end of these Conditions of Carriage.

Also applicable are regulations relating to the carriage of dangerous goods and substances by sea, as contained in the Dangerous Substances in Harbour Areas Regulations 1987, the Merchant Shipping (Dangerous or Noxious Liquid Substances in Bulk) Regulations 1996, the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 and, additionally, to the Company’s own regulations applicable to the transport of petrol, fuel oil and cylinders of liquefied hydrocarbon gas in commercial and **private vehicles** and other **vehicles** carried on the **vessels** or employed in the context of the **services**, all of which regulations are incorporated in and form part of these Conditions of Carriage. A list of the items/materials constituting dangerous goods and substances is set out in the explanatory note at the end of these Conditions of Carriage. A copy of each of the foregoing regulations is also available on request from the Company.

If you do not understand any part of these Conditions of Carriage, you should contact the Company for clarification prior to purchasing a ticket or otherwise entering into a contract of carriage with the Company as you will be deemed to have accepted these Conditions of Carriage at that point in time. This does not affect your statutory rights.

All **customers** are advised to consider and purchase insurance as appropriate taking into account the following Conditions of Carriage.

2 PRELIMINARY

2.1 definitions

In addition to the terms already defined above, the following terms shall have the meanings given to them below:-

"additional loss or damage" means loss of profits, loss of business and/or any other indirect or consequential loss or damage not directly resulting of or from a by the Company of its contractual or other duties to **customers**; **"Athens Convention"** means the Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens in 1974 and the 1976 Protocol to such Convention, all as incorporated into the law of the United Kingdom under sections 183 and 184 of and schedule 6 to the Merchant Shipping Act 1995; **"cabin luggage"** means **luggage** which a **passenger** has in his cabin or which is otherwise in his possession, custody or control including, but not being limited to, **goods** and which is/are taken into that **passenger's** cabin; **"commercial vehicle"** means, if accompanied by a driver in each instance, any **vehicle** primarily concerned with the carriage of **goods** or with the carriage of fare paying customers and any **vehicle** being used in the course of business if accompanied by a driver, which term **"commercial vehicle"** also includes, but is not limited to, any **goods** carried in or on same; **"consignor" and "consignee"** means the sender and the recipient respectively of **goods, unaccompanied vehicles** and/or **livestock** in respect of which a contract of carriage is made or deemed to be made with the Company in terms of Clause 2.4.1.4; **"customer"** means a **passenger, shipper** or any other party entering into a contract of carriage with the Company; **"goods"** means all articles, items and substances except **luggage, commercial vehicles, unaccompanied vehicles, other vehicles** and/or **livestock**; **"Hague Visby Rules"** means the Rules contained in the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924, as amended by the Protocol to amend the said Convention signed at Brussels on 23rd February 1968; **"livestock"** means all live animals, excluding dogs and other domesticated animals; **"luggage"** means any item of **goods, dog** or other domesticated animal and/or **private vehicle** accompanied by a **passenger** and carried by the Company under a contract of carriage with the Company, excluding:-

(a) any **commercial vehicle** carried upon a commercial vehicle ticket issued for carriage on any of the **vessels** and/or in the context of any of the **services**;

(b) any item of **goods** and/or **unaccompanied vehicle** (whether a **commercial vehicle** or a **private vehicle**) carried under a consignment note issued by the Company; and/or

(c) **livestock**; **"owner"** means the person who holds himself out to be the person (whether as a **passenger, shipper, user, consignor** or **consignee** or in any other capacity whatsoever) for whom the relevant contract for the carriage of **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock** is carried out by the Company including any employee, representative, agent or contractor (or sub-contractor of such contractor) of any such person; **"passenger"** means any person travelling on a ticket or any person who requires to travel on a ticket issued or to be issued by or on behalf of the Company, including but not limited to, any person in charge of **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock** whether or not a ticket is issued to that person and any person who is entitled to use the **services** without charge whether or not a complimentary ticket or free pass is issued to such person; **"private vehicle"** means any **vehicle** accompanied by a driver other than a **commercial vehicle**, including but not limited to, any **goods** carried in or on such **private vehicle**; **"services"** means the services offered from time to time by the Company; **"shipper"** means a shipper of **luggage, goods, vehicles** and/or **livestock** on or in respect of any **vessel**; **"ticket"** means a valid boarding ticket or pass (being a private vehicle ticket, a commercial vehicle ticket or otherwise) which shows that the holder is entitled to use the **services**; **"unaccompanied vehicle"** means any **vehicle** (whether commercial or private) which is unaccompanied by a person and is carried under a consignment note or ticket in the form adopted from time to time by the Company; **"vehicle"** means any vehicle (whether self propelled or not), including but not limited to, any bus, motor coach, trailer, motor car, motor cycle, cycle, baggage trailer, boat trailer, boat, caravan, motorhome and/or all other traffic on wheels or tracks; **"vessel"** means any ship, vessel or ferryboat owned by or chartered to or hired or used by the Company in respect of the **services**.

2.2 Interpretation

Headings are for convenience only and shall not affect the interpretation of these Conditions of Carriage;

Any reference to a condition shall be to the appropriate provision of these Conditions of Carriage;

A general condition shall not be restricted in its application by any express special conditions and the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or being followed by particular examples;

Words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; words importing natural persons shall include corporations and vice versa; and words importing the whole shall be treated as including a reference to any part thereof;

Any reference to a statute, convention, protocol, code, regulation, publication or order in these Conditions of Carriage shall be construed as a reference to same as amended, re-enacted, modified or extended from time to time; shall be construed as including references to any provision of which they are re-enactments (whether with or without modification); and shall be construed as including references to any order, instrument, regulation or other subordinate legislation made pursuant to or as a result of them;

If any provision of these Conditions of Carriage shall to any extent be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and each of the provisions of these Conditions of Carriage shall be valid, legal and enforceable to the fullest extent permitted by law; Further any provision which is held to be invalid, illegal or unenforceable but which, if amended, would be valid, legal or enforceable shall be deemed amended but only to the extent required to be valid, legal or enforceable.

2.3 carriage undertaken

Passengers, luggage, goods, vehicles, unaccompanied vehicles and/or **livestock** shall be carried by the Company under these Conditions of Carriage which, subject to the **Athens Convention** and other provisions of Scots law and subject to the **Hague Visby Rules**, restrict the liability of the Company for the death of or injury to such **passengers** and/or restrict and, in certain circumstances, exclude the liability of the Company for the loss of or damage to such **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock** occurring on the **vessels** and/or in the context of the **services**.

These Conditions of Carriage shall apply at all times when the **vessels** and/or **vehicles** owned or hired by or chartered to the Company are used in the context of the **services** and/or during all loading and unloading operations at assembly areas, roll-on/roll-off terminals, piers and slipways whether or not these are owned, managed or used by the Company and during trans-shipment between vessels generally and into and from ferryboats whether or not these are owned, managed or used by the Company.

2.4 forms of contract of carriage

The following comprise the principal forms of contract of carriage which the Company undertakes and to which these Conditions of Carriage apply:-

The carriage of a **passenger**;

The carriage of a **private vehicle** and/or an item of **goods** which when accompanied by a **passenger** is carried as **luggage** or **cabin luggage**.

The carriage of a **commercial vehicle**.

The shipment and carriage of any item of **goods, unaccompanied vehicle** and/or **livestock** under a consignment note in the form used from time to time by the Company.

2.5 group passengers - agency

Where a single ticket is issued in respect of a number of **passengers** travelling in a group, the person to whom the ticket is issued shall be held to have contracted with the Company as agent for and on behalf of all the **passengers** in the group and all such **passengers** shall be deemed to have entered into a contract of carriage with the Company subject to these Conditions of Carriage and the person to whom the ticket is issued shall be deemed to have warranted that he has authority to contract on behalf of all of the **passengers** in the group travelling on such ticket.

2.6 deemed ticketing or deemed consignment

If, for any reason whatsoever, any **goods, vehicle** and/or **livestock** is/are carried without a **ticket** or a consignment note as appropriate being issued, the Company shall only be liable to and shall only carry and/or deliver the same subject to these Conditions of Carriage just as if a **ticket** or consignment note containing reference to these Conditions of Carriage had been issued by the Company to the relevant **owner**.

3 CONDITIONS IN RESPECT OF VESSELS/SERVICES

3.1 discretion as to carriage

The Company may refuse to carry any **passenger** and/or his **luggage** and/or to receive or ship any **goods, vehicle** and/or **livestock** (or, where appropriate, any part thereof) notwithstanding that it may previously have agreed to carry, receive or ship the same provided its refusal to do so is reasonable.

3.2 no guaranteed sailing/variations in route/ports

Although the Company will use all reasonable endeavours to carry **passengers** and/or their **luggage** in a particular **vessel** or carry or ship any **goods, vehicle** and/or **livestock** in the first available or on a particular **vessel** or on a particular day or on a particular route or at a specific time, the Company does not guarantee that it will do so. In addition, the Company may trans-ship **passengers** and/or their **luggage** or any **goods, vehicle** and/or **livestock** from one **vessel** to another if necessary.

Although the Company will endeavour to avoid such an outcome, **vessels** shall not be obliged to sail according to any advertisement, sailing bill and/or notice and, accordingly, may sail on any other day or at any other hour not specified in such advertisement, sailing bill and/or notice. Furthermore, **vessels** may:

sail with or without pilots;

tow and assist other vessels or be towed;

call at various ports in any order on either the outward or the return voyage; and/or

call at, or off, or may stay at, any intermediate port, whether on or off the usual route, for any reasonable purpose whatsoever and whether or not such calling is mentioned in any advertisement, sailing bill and/or notice.

In the event of a delay or cancellation to a sailing, the Company shall endeavour to ensure the comfort of its **passengers**. Notwithstanding the foregoing, the Company shall not be liable for delays unless caused by its own wilful act or gross negligence. The only remedy available to **customers** for cancellation shall be a full refund of the **ticket** price. Any other actions taken by or alternative services or compensatory arrangements offered or arranged by the Company shall be at its sole discretion and subject at all times to facilities and services being available locally.

3.3 impediments to loading, carriage, etc

If, in the opinion of the Company, the loading, carriage, trans-shipment, unloading or delivery (as appropriate) of any **passenger, luggage, goods, vehicle** and/or **livestock** is impeded directly or indirectly by:-

war or the threat of war or by any exercise of control over the use or movements of the **vessels** or their cargo by any government or other authority (which expression shall be deemed to include, but is not limited to, any international or other body or organisation capable of exercising such control and so doing as a matter of fact the powers of a government or authority or any department of such government or authority);

the prohibition, restriction or control of any form of transportation by any government or other authority or by the taking of any measures by any government or other authority in consequence of or connected with any of the matters set out in Clause 3.3.1.1 or otherwise;

force majeure including but not limited to Acts of God, bad weather, congestion or closure of ports, customs or labour regulations, defects in or break down of machinery and/or any of the **vessels**, fire, ice, natural and other disasters, lockouts, strikes or disturbances (whether or not the Company is party to them), quarantine, rivers and navigation, sanitary, surf, perils of the sea, terrorist activities, absence from any cause whatsoever of full facilities for loading, trans-shipment, unloading or delivery or by any danger or delay howsoever caused to any of the **vessels** and/or the **passengers** and cargo carried in or on such **vessels**; and/or;

any other matter beyond the control of the Company

then the Company shall have the right at any time before or after the commencement of the voyage to cancel the engagement, abandon or suspend the voyage, alter, vary or depart from the proposed or advertised or agreed or usual route and/or delay or detain the **vessel** so affected or any of the **vessels** at or off any port or place and/or disembark, trans-ship and forward or put into lighter or craft or land or store or otherwise account for (as appropriate) such **passenger, luggage, goods, vehicle** and/or **livestock** at any port or place.

3.4 compliance with orders

The Company and/or the master of a relevant **vessel** shall be entitled to comply with any orders, directions and/or advice as to departure, arrival, routes, ports of call or unloading, stoppages, trans-shipment or destination or otherwise howsoever given by any government or other authority or by any committee or persons having, under the terms of any insurance taken out by the Company in respect of a relevant **vessel**, the right to give such orders, directions and/or advice.

If, by reason of any such orders, directions and/or advice an act is undertaken or omitted, such action or omission shall not be deemed a deviation from or of the **services** and delivery in accordance with such orders, directions and/or advice or, in the case of **passengers**, arrival at the appropriate port shall be a fulfilment of the contract of voyage and the freight or the **passenger** fare, as the case may be, shall be payable accordingly (or, if already paid, shall not be refunded).

4 LIABILITY ETC

4.1 liability under the Athens Convention

The provisions of the **Athens Convention** are incorporated within and the **Hague Visby Rules** form part of these Conditions of Carriage and shall apply in every situation involving the death of or personal injury to a **passenger** or the loss of or damage to the **luggage** of such **passenger** occurring on board a **vessel**.

The incorporation of the **Athens Convention** in these Conditions of Carriage shall not be construed so as to restrict or remove the right of the Company to any limitation of or exemption from liability afforded or otherwise available to shipowners or other persons by any statute, convention, protocol, code, regulation, publication or order for the time being in force in the United Kingdom. Any exemption or limitation from liability afforded to the Company whether under the **Athens Convention** or otherwise under Scots law shall extend to its employees and agents acting within the course and scope of their respective employment/agency.

Any liability of the Company under the **Athens Convention** shall be subject to a deductible, to be applied at the discretion of the Company, of the maximum numbers of units of account referred to in Article 8 of the **Athens Convention** in respect of damage to a **vehicle** and/or loss of or damage to other **luggage**.

Commercial vehicles, goods, and unaccompanied vehicles are carried by the Company in accordance with the provisions of the **Hague Visby Rules** except that Article III Rule 8 of the said Rules shall not apply. Should provisions in these Conditions of Carriage restrict the Company's liability to an extent greater than would otherwise be the case under the said Rules, the provisions in these Conditions of Carriage shall prevail so far as permitted by law.

4.2 liability in other situations: death/personal injury

In situations not covered by the **Athens Convention**, the Company shall be liable for the death of or personal injury to **passengers, shippers** and **users** caused by the negligence of the Company and/or its employees or agents acting within the course and scope of their respective employment/agency.

4.3 livestock

The Company shall not be liable for injury, illness, loss or death of any **livestock** whatsoever, howsoever or wheresoever arising or occurring, even if arising or occurring as a result of negligence on the part of the Company, its servants, its employees, its agents, its independent contractors and/or their sub-contractors.

4.4 dogs and other domesticated animals

The Company shall not be liable for the loss of or injury to dogs and other domesticated animals, even if caused by negligence on the part of the Company, its servants, its employees, its agents its independent contractors and/or their sub-contractors.

4.5 time limit for claims

Any claim which is not covered by the **Athens Convention** or by the **Hague Visby Rules** must be notified in writing to the Company within 28 days of disembarkation or of the date when the claimant first had knowledge of the material facts giving rise to the claim, whichever date is the later, and any action thereon must be commenced within two years of such date failing which the Company shall have no liability whatsoever.

4.6 breach/defect/failure of any services

The Company shall not be liable for loss or damage arising from a breach, defect in or failure to deliver or perform any of the **services** where such breach, defect or failure is caused by:-

the fault of a passenger;

the fault of a third party (other than an employee or agent of the Company acting within the course and scope of his respective employment/agency);

unusual and unforeseeable circumstances beyond the control of the Company; and/or;

the matters set out in Clauses 3.2, 3.3 and 3.4.

4.7 additional loss or damage

The Company shall not be liable under any circumstances for any **additional loss or damage** whatsoever suffered or incurred by any **customer** howsoever caused, and even if caused by negligence on the part of the Company its servants, its employees, its agents, its independent contractors and/or their sub-contractors.

4.8 benefit of all rights and exemptions

The **passenger** agrees that the **vessel**, its owner, master and crew and any employee or servant or agent or independent contractor (or sub-contractor) of the Company shall have the benefit of all rights and exemptions under these Conditions of Carriage. For this purpose the Company is or shall be deemed to be acting as agent or trustee of all such persons.

4.9 Company acting as agent

If making arrangements for any accommodation, tours, shore excursions, transportation, and service of any description whatsoever for or for the benefit of a **customer**, the Company acts only as the agent of the **customer** and does so on the express condition that no liability of any kind howsoever caused shall attach to the Company in connection therewith even in circumstances where there has been negligence on the part of the Company, its servants, its employees, its agents, its independent contractors and/or their sub-contractors.

4.10 medical attention

If a **passenger** requires medical attention of any kind or ambulance assistance (shore, sea or air) and same is provided or ordered by or on behalf of the Company or the **vessel's** owners, master or crew, the **passenger** (or personal representative of the **passenger**) for whom the services were obtained shall be liable for the full costs thereof.

4.11 refrigerated trailers

If the **vessel** is built for and capable of carrying refrigerated trailers, the company shall endeavour to provide an electricity supply to refrigerated trailers during their carriage on **vessels** but shall not be liable for any loss or damage of any kind whatsoever caused by the non-provision or inadequacy or interruption or failure of any such supply, even if such non-provision, inadequacy, interruption or failure is a result of negligence on the part of the Company, its servants, employees, agents, independent contractors and/or their sub-contractors.

4.12 lighterage expense/ livestock consignment

Unless otherwise agreed, all lighterage, cartage or other haulage whether before, during or after shipment in or on a **vessel** shall be entirely at the **owner's** expense.

The Company shall not be accountable for the number of **livestock** stated on any consignment note (such number being taken on the representation of the **owner** of such **livestock**) nor for the correct selection of **livestock** of any **owner** on landing.

consignors of **livestock** should note that in order to comply with its obligations under The Welfare of Animals (Transport) Order 1997, the Company may at its discretion require such **consignors** to provide that **livestock** transported on the **vessels** are accompanied by at least one person who has specific training or equivalent practical experience qualifying him to handle and transport such livestock (and to administer, if necessary, appropriate care to same).

4.13 no undertaking as to notice of arrival of goods, etc

The Company will not send any notice of receipt of any **vehicle, goods, livestock, or luggage** for the purpose of carriage and the Company will not send any notice of the arrival of any **vehicle, goods, livestock or luggage** subsequent to carriage.

The Company shall have no liability whatsoever for loss of or damage to any **vehicle, goods or luggage** given into the custody of the Company more than two hours before the departure time of the **vessel** upon which the carriage of the **vehicle, goods or luggage** is intended to take place, and the Company shall have no liability whatsoever for loss of or damage to any **vehicle, goods or luggage** left in the custody of the Company more than one hour after discharge, save where the party bringing a claim in respect of such loss or damage can show that the loss or damage occurred within a period beginning two hours before the relevant sailing time and ending one hour after the relevant discharge, in which case the other exclusions of liability set out in these Conditions of Carriage shall apply. The exclusion of liability set out in this clause shall apply even in circumstances where there has been negligence on the part of the Company, or any of its servants, employees, agents, independent contractors or their sub-contractors.

4.14 no responsibility for safe custody of valuables

The Company shall bear no responsibility for the safe custody or delivery of, nor will it be accountable for any loss which may occur to, any bullion, bank notes, other negotiable securities, title deeds, clocks, watches, jewellery, precious stones, paintings, prints, statuary, silk, lace, furs, gold or silver of any kind and/or any other articles of value or antiquity, either before or at shipment, during transit, in landing or afterwards, except where such valuables have been deposited with the Company for the agreed purpose of safe-keeping in which case the provisions of the **Athens Convention** shall apply.

4.15 lien

The Company shall be entitled to hold or otherwise exercise a lien on any **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock** until all the charges and costs due to the Company in respect of them are paid, and/or until all other amounts due to the Company from any **owner** thereof, in respect of any other matter whatsoever, are paid.

If payment, as referred to in Clause 4.15.1, is not made within a reasonable time (of which the Company shall be the judge) the Company shall be entitled to sell such **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock** upon reasonable notice at such time and in such manner as the it may decide, to satisfy any amounts owed to the Company by any **owners** of the relevant **luggage, goods, vehicles, unaccompanied vehicles** and/or **livestock**, and the Company may deduct from the proceeds of sale the costs and expenses of and incidental to such sale.

4.16 damage caused by customers

All **customers** shall be liable to the Company for any damage occasioned by them or any of them to any **vessel** and her fittings, furnishings and equipment or any other property of the Company through their or his negligence or wilful act or omission or breach of these Conditions of Carriage and shall indemnify the Company, its employees and agents in respect of all liability such as the Company, its employees and/or agents may incur through such negligence, wilful act or omission or breach.

4.17 maximum protection allowed by law

Notwithstanding the terms of these Conditions of Carriage, the Company shall at all times and in any event be entitled to the maximum protection allowed by law in respect of liability of, or any limitation on damages recoverable from, ship owners and the Company's rights to such protection shall also apply where the Company is not the owner or hirer of any **vessel** operating on or in respect of any part of the **services**.

5 REGULATIONS IN RESPECT OF DANGEROUS GOODS AND SUBSTANCES

5.1 dangerous goods and substances

No dangerous goods or substances as classified in any of the Dangerous Substances in Harbour Areas Regulations 1987, the Merchant Shipping (Dangerous or Noxious Liquid Substances in Bulk) Regulations 1996 and/or the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 will be loaded upon or unloaded from the **vessels** at slipways, piers or ferry terminals used by the **vessels** or any of them, nor will any such dangerous goods or substances be accepted for shipment on board any of the **vessels** unless prior application in the manner prescribed by the Company from time to time has been made.

In addition, **customers** are advised that firearms (which, whether loaded or unloaded, are classified as dangerous goods for the purposes of these Conditions of Carriage) will require to have a licence exhibited in respect of them to the master of a **vessel** and will also require to be deposited with the master of a **vessel** at the commencement of a voyage, such firearms to be returned at the end of such voyage to the relevant **customer**. The Company will not ship, store or otherwise hold or receive unlicensed firearms.

All regulations, terms and conditions applicable to the shipment of dangerous goods and substances on board the **vessels** shall be strictly adhered to by **customers**.

5.2 conveyance of petrol, fuel oil and cylinders and cartridges of liquefied hydrocarbon gas in vehicles

All **vehicles** carrying petrol or fuel oil in their main fuel tank shall be fitted with means whereby the fuel supply shall be shut off either (i) in the case of gravity feed by closing the valve or (ii) in the case of a pump feed by stopping the engine. Fuel tanks must not be filled to such a degree as will allow any spillage during loading or unloading or throughout the voyage when the motion of the **vessel** (in good and bad weather) must be taken into account.

With regard to gas cylinders in boats, caravans and in other **vehicles** where the gas is used solely in connection with its operation or business, steps shall be taken by **customers** to ensure that all cylinders are declared by them to the **vessel's** officer in charge of loading and the following conditions shall apply:-

the number of cylinders carried shall not exceed three, except in the case of small expendable cartridges hermetically sealed and packed in an outer container, in which case up to twelve may be carried;

all cylinders shall be properly and adequately secured against movement of the ship;

the supply shall be shut off at the cylinders during the entire voyage;

leaking and inadequately secured or connected cylinders should not be offered for shipment; and

no pierced expendable cartridge shall be carried in any **vehicle** and any such cartridge shall be safely disposed of prior to shipment of the **vehicle**.

Customers shall not be allowed access to any **vehicle** after loading except in the presence of a ship's officer or member of the crew of any **vessel**.

5.3 breach of regulations

Any breach of the Clauses 5.1 or 5.2 (or any of the regulations referred to therein) as to which breach the Company, its employees and/or agents shall be the sole judge, shall entitle the Company to refuse shipment and to take such other action as may be deemed necessary to ensure the safety of its **vessels, passengers, crew and cargo**. The party in breach shall be liable for any loss, damage and/or injury arising from such breach sustained by the Company, its employees and/or agents and, where the party in breach is an **owner**, all payments made to the Company for the intended shipment and carriage shall be forfeited by such **owner** to the Company (and credited by the Company towards the amount of such loss, damage and/or injury).

6 GENERAL

6.1 luggage entitlement

Each **passenger** shall be allowed, free of charge, 50kg of **luggage** (which expression is as defined in Clause 2.1 but which, in the context of this Clause only, does not include a **private vehicle**). All **luggage** in excess of 50kg shall only be taken by special arrangement with the Company.

6.2 Third party terms and conditions

All **tickets** and consignment notes issued by the Company or its agents are issued subject to these Conditions of Carriage and shall be similarly issued subject to the regulations referred to in the terms, conditions, timetables, bills and/or notices of the authorities, companies or owners on whose railways, airways, coaches or vessels they are required for the purposes of a particular voyage or facility for whom the Company shall be deemed to be acting as agent. **Customers** are responsible for acquainting themselves with such terms, conditions, timetables, bills and/or notices.

6.3 amendment/variation

All contracts of carriage entered into with the Company are subject to these Conditions of Carriage. These Conditions of Carriage may only be varied in writing, any such variation to be duly executed by the Company. Any purported variation not made in this way shall be void and of no effect.

6.4 storekeepers/warehousemen

The Company and its agents are not, and shall not be deemed to be, storekeepers or warehousemen unless a specific agreement to act as such has been entered into in writing and duly executed by the Company.

6.5 instructions and searches

Customers shall comply with all safety instructions given by the Company, its employees and/or agents. The Company, its employees and/or agents shall be entitled to undertake reasonable searches of **passengers, luggage, goods, vehicles** and/or **unaccompanied vehicles** carried or to be carried on their **vessels** to ensure the safety and welfare generally of its **vessels, passengers, crew and cargo**.

6.6 Ticketing conditions

The following, which are subject to such reasonable restrictions and changes as may from time to time be published by the Company, represent the Company's principal ticketing conditions:-

Valid ticket - All **passengers** must be in possession of a valid ticket at the time of travel and shall exhibit such ticket when requested. Where a ticket is issued in respect of a number of **passengers** travelling in a group, the person to whom the ticket is issued shall exhibit such ticket when requested.

The validity of single, return and multiple tickets shall be as prescribed by the Company from time to time and passengers shall be advised of same on issue;

Defaced or damaged tickets - Any ticket which has become illegible or mutilated shall be invalid;

Lost/Mislaidd/Stolen tickets - The Company is not obliged to replace lost tickets or make any refund to passengers in respect of lost, mislaidd, or stolen tickets or of any fares which may be charged in consequence of the passenger's failure to produce a ticket when required.

Refunds - Subject to such administration or cancellation charge as is prescribed from time to time by the Company, consideration shall be given to applications for refunds in respect of unused tickets which are returned to the Company's head office, details of which are set out at the end of these Conditions of Carriage.

Receipts - receipts can be issued only at time of ticket purchase and it is the customer's responsibility to request one if desired.

Non-transferability - tickets are not transferable.

Vehicle Lengths and Rates - Details in respect of **vehicle** lengths and rates shall be available on request from the Company.

Pier Dues - All **passenger** and **vehicle** fares include pier and harbour authority dues.

6.7 commercial vehicles and coaches

All **commercial vehicles** presented for shipment must be fitted with lashing points in compliance with the Ro-Ro Ships - Storage and Securing of Vehicles - Code of Practice. Vehicles not complying with such Code of Practice may be refused shipment.

6.8 latest check-in time

On all **services**, **passengers** and **vehicle** drivers must be in possession of tickets before boarding (where applicable) and shall be required to check-in no later than the check-in times published by the Company from time to time in respect of each route. The Company reserves the right to refuse carriage of any **passenger** or **vehicle** checking in late.

6.9 reservations

Where a **vehicle** is booked for a return journey and fails to show for the outward sailing, the booking in respect of the return sailing shall be cancelled. Only 1 reservation per **vehicle** per direction per day shall be accepted.

6.10 sleeping berths

Only **passengers** holding sleeping berth reservations shall be allowed on board **vessels** overnight, except in respect of overnight journeys when all **passengers** holding valid tickets shall be allowed on board **vessels** on an overnight basis.

6.11 disabled passengers

Certain **vessels** have facilities for disabled **passengers**. However, **passengers** are requested to advise the Company of any special needs both when booking and when checking-in. Any discounts which the Company may from time to time allow in respect of the carriage of disabled persons will only be given on presentation of such documentation as the Company, acting reasonably, may require.

6.12 roof-racks

Drivers carrying items of **luggage** on roof-racks must be prepared to remove such items of **luggage** and/or roof-racks at the time of shipment if requested to do so by the Company.

6.13 dogs

No accompanied dogs, except guide dogs, shall be allowed in cabins or public rooms on board **vessels**. It may be possible on short journeys to leave dogs in **vehicles**, but **passengers** are advised to confirm same with the Company prior to travel and **passengers** are also advised that are not allowed unaccompanied on car decks while certain **vessels** are at sea.

6.14 safety on board

Passengers are requested to pay attention to safety announcements and/or notices. **Passengers** shall not be allowed on the **vehicle** decks of certain **vessels** while such **vessels** are at sea. Vehicle occupants must leave their **vehicles** as soon as such **vehicles** are parked on board. Smoking is not permitted in or on any part of a **vessel**.

6.15 governing law

These Conditions of Carriage and any contracts of carriage entered into with the Company shall be governed by Scots law (including, but not being limited to, any international convention, protocol, code or order incorporated into Scots law) and the Scottish courts shall have exclusive jurisdiction in respect of any dispute arising therefrom or in respect thereof.

Explanatory Note relating to the Athens Convention and the Hague Visby Rules

In most circumstances, the Athens Convention limits the liability of a carrier for the death of or personal injury to a passenger and/or the loss of or damage to the luggage of such passenger and makes special provision for valuables.

The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the relevant carrier (a) in the case of apparent damage, before or at the time of disembarkation or redelivery or (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.

Under the Athens Convention, any action for damages arising out of the death of or personal injury to a passenger and/or for the loss of or damage to luggage shall be time-barred after a period of 2 years calculated (a) in the case of personal injury, from the date of disembarkation of the passenger or (b) in the case of death occurring during carriage, from the date when the passenger should have disembarked or (c) in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed 3 years from the date of disembarkation or (d) in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

Any damages payable by the Company under the Athens Convention are reduced in proportion to any contributory negligence (fault) of the passenger and by the maximum limits specified in the Athens Convention.

Passengers should note that the Company cannot benefit from the limitations set out in the Athens Convention where the Company is shown to have intent to damage or where it exhibits reckless behaviour.

The Hague Visby Rules impose duties upon the carriers of goods by sea relating to the care of those goods, and in return allow those carriers to limit their liability in respect of any loss or damage to the goods.

Explanatory Note relating to the shipment of Dangerous Goods and Substances

The following items/materials are classified under these Conditions of Carriage as being or comprising dangerous goods and substances:- firearms; explosives; non-flammable compressed liquefied or dissolved gas; toxic gas; flammable gas; flammable liquid; flammable solids; spontaneously combustible substances; substances which in contact with water are liable to become spontaneously combustible or to give off a flammable gas; oxidising substances; organic peroxides; toxic substances; infectious substances, radioactive substances; corrosive substances and other substances as specified in the International Maritime Dangerous Goods Code (a copy of which Code is available on request at any of the Company's offices) or any other publication from time to time of a similar nature.

NOTICE OF ALL OF WHICH IS HEREBY GIVEN.

Atlantic Ferries Limited
(Company Number SC270990)
Registered Office: Gronnack, Whiteness,
Whiteness
Shetland ZE2 9LL

13 November 2006