



IRISH FERRIES

Conditions of Travel by Sea of Passengers, their luggage and accompanying vehicles between the Republic of Ireland & Great Britain.

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We want you to know that you will be dealt with in a fair and equitable manner when you book an Irish Ferries inclusive holiday. Accordingly, we ask that before making a booking you read carefully the conditions set out in this Charter, which will form part of your contract with the Company. In particular, please note that some of the conditions restrict your rights and/or limit or exclude the Company's liability. Our personal advisors and website always aim to quote you accurate information and prices, we can't guarantee the validity of this sort of information except where's it's been confirmed in writing.

Basis of Contract

- 1.** Irish Ferries inclusive holidays are supplied by Irish Ferries Limited ('the Company'), whose registered office is at Alexandra Road, Dublin 1, Ireland. The name and address of the travel agent or other retailer (if any) through whom any booking is made are as set out in the Company's written confirmation of booking.
- 2.** Irish Ferries inclusive holidays are only supplied upon and subject to these conditions, which shall form part of the contract between the Company and each customer. The Company shall be under no duties or liabilities and the customer shall not be entitled to any rights by reason of the Supply of Goods and Services Act 1982 or any statutory modification or re-enactment thereof for the time being in force.
- 3.** Every person making a booking for or on behalf of a customer or group of customers warrants and confirms that he has the authority of each such customer to accept these conditions as agent for and on behalf of that customer, and that each such customer agrees to be bound by these conditions.
- 4.** No customer shall avail himself of any services to which the contract with the Company relates unless he has accepted these conditions or (where the contract with the Company was entered into by some other person on his behalf) has ratified such contract on the terms of these conditions.
- 5.** No person other than the Company's Holidays Manager has authority to alter or waive any of these conditions and no such alteration or waiver shall be of any effect unless it is in writing and signed by the Company's Holidays Manager.
- 6.** If and in so far as any term of these conditions is invalid under any statutory provision which is compulsorily applicable to the contract between the Company and the customer, such term shall to that extent but no further be null and void. The remainder of these conditions shall at all times remain in full force and effect.
- 7.** Any contract with the Company on the terms of these conditions shall be governed by and construed in accordance with English law. The parties to any such contract submit to the jurisdiction of the English court.
- 8.** A contract shall only come into existence:
 - (a) upon the issue of the Company's written confirmation of booking unless the booking has been made within ten days prior to the scheduled departure date,
 - or
 - (b) seven days after the issue of the Company's written confirmation of booking in any other case. The Company reserves the right to refuse to accept any booking for any reason whatsoever in its absolute discretion. Bookings are only accepted subject to availability of the holiday selected by the customer. Accommodation only incurs an additional fee of £10 per adult. All information is correct at the time of being published, but maybe subject to change, notification of any will be advised.

Description of Irish Ferries package holidays

- 9.** Particulars of Irish Ferries package holidays [meaning ferry crossing and accommodation] are as set out in the Company publications including our website offering – Packaged Holidays by Sea. Every effort is made to ensure that the particulars in the Company's publications are accurate at the time of being published - print, website, advertising, social media or other method of communication, but the Company reserves the right to make changes in such particulars (including without limitation a change in the price of the holiday) at any time before a contract comes into existence. Further particulars of each individual holiday are as set out in the Company's written confirmation of booking and in the holiday information sheet which accompanies it.
- 10.** Unless otherwise stated in the Company's written confirmation of booking, transport by land or sea provided as part of Irish Ferries package holidays is in standard, tourist or economy class accommodation on scheduled services, and does not include cabins, berths or sleeping accommodation.
- 11.** In so far as Irish Ferries package holidays involve the carriage of customers and their accompanied luggage (including vehicles) on ferry services operated by the Company, such carriage is subject to the Company's Conditions of Carriage of Passengers and Passengers' Accompanied Property, copies of which are available on application to any of the Company's offices or online at <https://www.irishferries.com/ie-en/terms-and-conditions/>. The said Conditions incorporate in respect of any carriage by sea which the Company has agreed to undertake the 1974 Athens Convention relating to the Carriage of Passengers and their luggage by sea which in most cases limits the carrier's liability for death or personal injury and/or for loss of or damage to luggage (including a vehicle).
- 12.** In so far as Irish Ferries package holidays involve the provision of carriage accommodation or other services of whatsoever nature by any party or parties other than the Company, the customer hereby authorises the Company to contract as his agent with the party or parties providing such carriage, accommodation or other services on the basis of any conditions or terms of business from time to time adopted by such other party or parties. In certain circumstances the provision of carriage, accommodation or other services by any party or parties other than the Company may be governed by international, conventions, which in most cases limit liability for death or personal injury and/or for loss of or damage to luggage (including a vehicle).
- 13.** All accommodation and other services in Ireland provided as part of Irish Ferries package holidays have been inspected and approved by the Irish Tourist Board. The classification of accommodation shown in the Company's publications is in accordance with the grades allocated by the Irish Tourist Board. Special requirements (such as cots) are only guaranteed if

specifically included in the Company's written confirmation of booking. The accommodation provided may only be used by the customers named in the booking form. Assignment, subletting or sharing of accommodation is not allowed.

Price and payment

14. The prices are either per person or per home as described for each Irish Ferries package holiday and all other charges are as set out in the Company's publications, but are subject to revision in accordance with paragraphs 16 and 17 of these conditions. The price of the holiday includes all transport, accommodation and other services described in the particulars of the holiday referred to in paragraph 9 of these conditions. In respect of the personal travel insurance plan this is not included in the package holiday and we advise this is purchased and assume it has been at the time of booking. The price of the holiday to which an individual booking relates and all other charges in relation to that booking shall be as set out in the Company's written confirmation of booking, but shall be subject to revision in accordance with paragraphs 16 and 17 of these conditions.

15. Unless otherwise stated in the Company's publications online or other a deposit of £100 per booking is required at the time of booking. Exception being

The balance of the price of the holiday and all other charge must be paid at least six weeks before the scheduled departure date or if the booking is made within that period must be paid immediately. If the price of the holiday and all other charges are not paid in full by the due date, the Company shall be entitled (but not obliged) to treat the booking as cancelled without the customer having any right to compensation whether by way of a refund of any deposit paid or otherwise. Any monies paid by a customer to his travel agent are held at all times on behalf of the Company.

16. The price of the holiday and all other charges set out in the Company's publications and/or the Company's written confirmation of booking are based upon projections of known costs as at 5th December 2019 and upon an exchange rate of £1GBP = EUR1.1091. The price of the holiday and all other charges shall be increased to reflect any variation on or prior to the date upon which the balance of the price of the holiday and all other charges falls due for payment in transportation costs (including the cost of fuel) and/or in embarkation or disembarkation fees at sea and/or in any exchange rate applied in calculating the price of the holiday and/or any other charges.

Any such increase in the price of the holiday and/or any other charges shall be calculated by applying the amount of any such variation (expressed as a percentage increase) to such part of the price of the holiday and/or any other charges as relates to the item(s) in respect of which such variation has occurred. If the amount of any increase reflecting all such variations would not otherwise exceed 2% of the price of the holiday and all other charges, then no such increase shall be made. If the amount of any increase reflecting all such variations would otherwise exceed 2% of the price of the holiday and all other charges, the increase shall be limited to the amount by which the same exceeds 2% of the price of the holiday and all other charges. The company shall not less than 30 days before the scheduled departure date notify the customer of any such increase in the price of the holiday and/or any other charges, which shall be immediately paid by the customer to the Company.

17. The price of the package holiday and all other charges set out in the Company's publications and/or the Company's written confirmation of booking is inclusive of all taxes (as defined in paragraph 38 of these conditions) to the extent that the same were applicable as at 5th December 2019. The price of the holiday and all other charges shall be increased or reduced to reflect any change on or prior to the date upon which the balance of the price and all other charges falls due for payment in the rate of any tax and/or any change on or prior to such date in the extent to which any tax is applicable and/or any change on or prior to such date of any other tax. The Company shall not less than 30 days before the scheduled departure date notify the customer of any such increase or reduction in the price of the holiday and/or any other charges. The amount of any such increase shall be immediately paid by the customer to the Company. The amount of any such reduction shall be credited by the Company against any outstanding sums due from the customer or (where the price of the holiday and all other charges have been paid in full) reimbursed to the customer.

Cancellations and alterations by customers

18. Once a contract has come into existence the Company will only allow cancellation of a booking by a customer upon the return of any tickets or other travel documents issued by the Company and upon payment of a cancellation charge determined by reference to the date upon which written notice of cancellation is received by the Company in accordance with the following table:

Date notice of cancellation received

Cancellation charge More than 42 days before departure date Loss of deposit

Between 42 and 29 days before departure date Loss of deposit or 50% of holiday price (whichever is the greater)

Between 28 and 15 days before departure date Loss of deposit or 75% of holiday price (whichever is the greater)

Less than 15 days before departure date 100% of holiday price

On or after departure date 100% of holiday price

Any deposit or other sums previously paid by the customer shall be retained by the Company as part payment of any cancellation charge due. [See paragraph 33 of these conditions in relation to cancellation insurance.]

19. Subject to availability and subject to such adjustment (if any) in the price of the holiday as may be appropriate the Company will allow an alteration to a booking by a customer upon the return of any tickets or other travel documents issued by the Company (where appropriate) and upon payment of a charge of £20 per alteration to cover the cost of administration together with such cancellation or amendment charges (if any) as are payable to any party by whom any carriage, accommodation or other services were to have been provided pursuant to the original booking. If the Company is unable to comply with a request by a customer for an alteration to a booking and the customer does not wish to proceed with the original booking, the customer shall be deemed to have given notice of cancellation on the date upon which the written request was received by the Company and a cancellation charge shall become due in accordance with paragraph 18 of these conditions.

20. The Company and any other party providing any carriage, accommodation or other services of whatsoever nature shall be entitled to refuse to carry or accept any customer or luggage (including a vehicle) for any reason relating to the safety of any vessel, or other property or relating to the safety, comfort or convenience of the customer or any other person (including any other passenger or guest and any servant, agent or independent contractor of the Company or of such other party). In any such event the customer shall be deemed to have given notice of cancellation on the scheduled departure date and a cancellation charge shall become due in accordance with paragraph 18 of these conditions. Subject always to any compulsorily applicable statutory provision the Company shall be under no further liability whatsoever in respect of the holiday to which the booking relates.

Cancellations and alterations by the company

21. The Company reserves the right to cancel any booking for any reason whatsoever at any time up to and including the day prior to the scheduled departure date. If this should become necessary, the Company shall as soon as possible notify the customer (or his travel agent) of such cancellation, whereupon the provisions of paragraph 23 of these conditions shall apply.

22. The Company reserves the right to make alterations to any booking for any reason whatsoever at any time up to and including the day prior to the scheduled departure date. If this should become necessary the Company shall as soon as possible notify the customer (or his travel agent) of such alteration and of its impact (if any) upon the price of the holiday. In the event of a significant alteration to an essential term of the booking the customer shall be entitled within 14 days after the date of the Company's notification (but in no event later than the day prior to the scheduled departure date) to notify the Company that he is not prepared to accept the alteration, whereupon the provisions of paragraph 23 of these conditions shall apply. In all other circumstances the customer shall be deemed to have accepted the alteration and its impact (if any) upon the price of the holiday, in which event the contract between the Company and the customer shall be amended accordingly and the provisions of paragraph 23 of these conditions shall apply.

23. If the Company cancels a booking in accordance with paragraph 21 of these conditions or if the customer notifies the Company that he is not prepared to accept a significant alteration to an essential term of a booking in accordance with paragraph 22 of these conditions, the Company shall as soon as possible notify the customer (or his travel agent) of the arrangements (if any) which the Company is able to offer for an alternative holiday including the impact (if any) upon the price of the holiday. The customer shall as soon as possible (and in any event within 14 days after the date of the Company's notification) notify the Company whether or not he accepts the alternative arrangements offered by the Company. If the customer accepts such alternative arrangements, the contract between the Company and the passenger shall be amended accordingly and the provisions of paragraph 24 of these conditions shall apply. If the customer does not accept such alternative arrangements or the Company is not able to offer any such alternative arrangements, the contract between the Company and the customer shall be cancelled and the provisions of paragraph 25 of these conditions shall apply.

24. If the contract between the Company and the customer is amended in accordance with paragraphs 22 or 23 of these conditions, the Company shall refund to the customer such proportion (if any) of any deposit or other sums previously paid by the customer to the Company as shall have been stipulated in the notification by the Company giving rise to the amendment of the contract between the Company and the customer. Save in circumstances of force majeure (as defined in paragraph 38 of these conditions) the Company shall in addition pay compensation to the customer in accordance with paragraph 26 of these conditions in cases where the amendment to the contract results from cancellation by the Company of the original booking within six weeks before the scheduled departure date or from a significant alteration by the Company to an essential term of the original booking within that period. Subject always to any compulsorily applicable statutory provision the Company shall save as aforesaid be under no further liability whatsoever in respect of the matters giving rise to the amendment of the contract between the Company and the customer in accordance with paragraphs 22 or 23 of these conditions.

25. If the contract between the Company and the customer is cancelled in accordance with paragraph 23 of these conditions, the Company shall refund to the customer in full any deposit or other sums previously paid by the customer to the Company. Save in circumstances of force majeure (as defined in paragraph 38 of these conditions) the Company shall in addition pay compensation to the customer in accordance with paragraph 26 of these conditions in cases where the cancellation of the contract results from cancellation by the Company of the original booking within six weeks before the scheduled departure date or from a significant alteration by the Company to an essential term of the original booking within that period. Subject always to any compulsorily applicable statutory provision the Company shall save as aforesaid be under no further liability whatsoever in respect of the matters giving rise to the cancellation of the contract between the Company and the customer in accordance with paragraph 23 of these conditions.

26. In those cases where compensation is payable by the Company to the customer in accordance with paragraphs 24 or 25 of these conditions, such compensation shall be determined by reference to the date upon which the original booking was cancelled or altered in accordance with the following table:

| Date of cancellation or alteration | Compensation |
|--|---------------|
| Between 42 and 29 days before departure date | £10 per adult |
| Between 28 and 15 days before departure date | £20 per adult |
| Less than 15 days before departure date | £30 per adult |

27. If on or after the scheduled departure date the Company is unable to supply a significant proportion of the services to which the booking relates, the Company shall use reasonable endeavours to make suitable alternative arrangements for the continuation of the holiday. If the Company is unable to make suitable alternative arrangements for the continuation of the holiday or if for good reason the customer is not prepared to accept such alternative arrangements, then the Company shall provide the customer with equivalent transport back to the place of departure and shall in addition (subject always to the provisions of paragraphs 28 to 32 of these conditions inclusive) pay reasonable compensation to the customer. Subject always to any compulsorily applicable statutory provision the Company shall save as aforesaid be under no further liability whatsoever in respect of any failure to provide any part of the services to which the booking relates.

Complaints and Liability

28. If the customer has any complaint about any services forming part of the holiday to which the booking relates, he should communicate that complaint at the earliest opportunity (and in any event within 24 hours) at the place where the services in question are supplied to the party providing those services. If the complaint is not promptly resolved to the customer's satisfaction, he should immediately repeat the complaint in writing to the party providing the services in question and should keep a copy of that written complaint and contact our Liverpool office email holidays@irishferries.co.uk, tele: [+44] 08717 300 400. Unless the customer is able to establish that this procedure has been followed exactly, the Company shall be under no liability whatsoever in respect of the matters giving rise to the complaint.

29. If the customer wishes to pursue any unresolved complaint on his return from holiday, he should at the earliest opportunity (and in any event within 28 days after the scheduled date of return) communicate that complaint in writing to the Customer Services, Irish Ferries Holidays, The Plaza, Suite D – 4th Floor, 100 Old Hall Street, Liverpool. L3 9QJ, quoting the booking reference number and enclosing a copy of the written complaint made to the party providing the services in question. Any such written complaint will be promptly investigated by the Company.

Unless a written complaint is made to the Company within 28 days after the scheduled date of return, the Company shall be under no liability whatsoever in respect of the matters giving rise to the complaint.

30. Subject always to any compulsorily applicable statutory provision the Company shall not in circumstances of force majeure (as defined in paragraph 38 of these conditions) be under any liability whatsoever in respect of any injury, loss or damage (as defined in paragraph 38 of these conditions) of or to any customer, luggage, vehicle or other property and/or in respect of the non-performance or improper performance of the services to which the booking relates.

31. Subject always to any compulsorily applicable statutory provision any liability on the part of the Company (whether to pay compensation or damages or otherwise) in respect of any injury, loss or damage (as defined in paragraph 38 of these conditions) of or to any customer, luggage, vehicle or other property and/or in respect of the non-performance or improper performance of the services to which the booking relates shall:

(a) be subject to all exemptions and exonerations from and limitations of liability provided by any international convention which governs the provision of the services in question and shall in particular be subject (in the case of damage to a vehicle or loss of or damage to other luggage) to the deduction of the maximum amount permitted under Paragraph 4 of Article 8 of the Athens Convention), and

(b) be limited to the amount of the customer's proved loss, and

(c) (save in respect of personal injury) be limited to the price of the holiday paid by or on behalf of the individual customer in question (excluding any premium in respect of the personal travel insurance plan or the car breakdown protection plan arranged by the client).

32. Nothing in these conditions shall be in any way construed as restricting or removing the right of the Company or of any other party providing any carriage, accommodation or other services of whatsoever nature to which the booking relates or of the servants, agents or independent contractors of the Company or any such other party to any exemption from or limitation of liability accorded by any statute or rule of law for the time being in force.

General Information

33. British citizens do not require passports or visas for travel to Ireland on Irish Ferries package holidays, but should carry some means of identification. There are no health formalities required for travel to Ireland on Irish Ferries package holidays. Customers intending to drive their own or hired vehicles while in Ireland will require a current British driving licence or international permit (a provisional licence is not acceptable). Customers intending to drive their own vehicles while in Ireland will in addition require the vehicle registration book and an insurance certificate providing third party and passenger liability cover. An international insurance card is not essential, but holders of comprehensive policies should check with their insurance company or broker if they wish to maintain comprehensive cover.

34. It is a condition of booking that customers effect personal travel insurance (including cancellation insurance) on terms which meet the needs of the client in case of claim.

35. Customers taking their own cars to Ireland are strongly recommended to effect car breakdown protection insurance in accordance with the plan arranged by the AA European Breakdown Cover, contact number 0800 0857246.

36. The Company does not have representatives in the various locations where Irish Ferries package holidays are based. In the event of any difficulty or problem arising during a holiday, the customer should in the first instance seek assistance from the party by whom the accommodation is provided (whose name, address and telephone number are set out on the holiday information sheet accompanying the Company's travel documents for the booking) or alternatively from the local office of the Irish Tourist Board. If the difficulty or problem cannot be resolved locally, the customer should contact Irish Ferries Holidays in Liverpool by telephone during normal office hours on [+44] 08717 300 400 or via email holidays@irishferries.co.uk . Customers can be contacted while on holiday by telephoning the party by whom the accommodation is provided on the number shown on the holiday information sheet.

36a A refundable security deposit [breakages and damages] is required for all self catering holidays payable at the time of arrival by debit card or credit card, the amount varies according to the location €150 to €200 this deposit which is given back at the end of the stay providing there are not breakages, damage to the property or utility charges owed.

Utility charges are either meter read, flat fee or by Top Up Voucher[s] which can be purchased via local store or by calling the dedicated Top Up telephone line, utility is payable direct at time of stay.

Clients staying in cottage accommodation with one well behaved dog where allowed are required to pay a fee of EUR25.00 per home direct to the local Supervisor to cover additional cleaning charges. At all times guests are responsible for the good behaviour of their dog.

37. The following arrangements have been made to secure monies paid by or on behalf of customers and (if applicable) the repatriation of customers in the event of the Company's insolvency before holidays have been completed. In all cases Allied Irish Banks plc. has entered into a bond to make payments to the ABTA The Travel Association, 30 Park Street, London, SE1 9EQ Tel: 0203 1170500 www.abta.com

38. For the purposes of these conditions:

(a) "Force majeure" includes any circumstances which are attributable to the customer and/or any unforeseeable and unavoidable circumstances which are attributable to a third party unconnected with the provision of the services to which the booking relates and/or any unusual and unforeseeable circumstances beyond the control of the Company or any other party by whom any services to which the booking relates are to be provided, the consequences of which would not have been avoided even if all due care had been exercised and/or any circumstances which the Company or any other party by whom any services to which the booking relates are to be provided could not even with all due care foresee or forestall and/or any circumstances in which a holiday for which the Company's publications indicates a minimum number of persons is required is cancelled prior to the deadline set out in the Company's publications by reason of the demand for the holiday failing to reach or subsequently falling below the minimum number of persons required:

(b) "Injury, loss or damage" includes any physical injury, death, sickness, mental suffering, distress, upset, financial or consequential loss, nuisance, delay or inconvenience whatsoever; and

(c) "Taxes" includes any tax, levy, duty or impost of whatsoever nature (other than tax on profits or chargeable gains) which may be chargeable in respect of any goods or services supplied to the customer in connection with the holiday and/or other services to which the booking relates.

39. Privacy policy summary: We are committed to protecting and respecting your privacy, whilst striving to provide the very best guest experience. We work very hard to keep your information safe and we want our services to be safe and enjoyable for everyone. We follow strict security procedures on how personal information is stored and used and who sees it to help stop any unauthorised person getting hold of it. We have a legal duty to protect personal information that we collect under Privacy Legislation such as, the Data Protection Act 2018 (the "DPA") and the Privacy and Electronic Communications Regulations 2003, (PECR).

Price Match Guarantee:

If you find the same holiday at a lower price (inclusive of same accommodation and sailing date and time), we will endeavour to match this price.

05 December 2019

Irish Ferries Limited, Alexandra Road, Dublin 1, Ireland.

UK Registered Office: Irish Ferries, The Plaza, Suite D 4th Floor, 100 Old Hall Street, Liverpool. L3 9QJ

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