

Conditions of Carriage – CONDOR FERRIES

These Conditions of Carriage (the “**Conditions**”) are governed by Regulation (EU) 392/2009 on the liability of carriers of passengers by sea in the event of an accident. This Regulation incorporates the Athens Convention of 1974 on the carriage by sea of passengers and their luggage as amended by the Protocol of 2002.

The Conditions apply to the purchase of sea transport provided by Condor Limited, with a trade name “Condor Ferries Limited”, a company registered under the number 738 at Guernsey, with its registered office at New Jetty Offices, White Rock, St Peter Port, Guernsey, GY1 (hereinafter the “**Carrier**”).

The Conditions 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.

1. DEFINITIONS

The following terms are understood within these Conditions of Carriage as follows:

The terms “**you**”, “**your**” and “**passenger**” define or refer to any person carried on board the vessel (with the exception of the crew and officers and members of our staff). When a ticket is issued in the name of a legal person, the identity of the natural persons in question will be requested at the time of booking and the ticket will be valid for the transport of these named natural persons.

The term “**your luggage**” means goods, luggage, vehicles in your possession, custody or control, as well as all unaccompanied goods and vehicles unless they have been the subject of a separate transport contract.

The terms “**we**”, “**us**” and “**our**” designate or refer to Condor Ferries.

The term “**maritime event**” means the shipwreck, capsizing, collision or grounding of the vessel, an explosion or fire on board the vessel or a defect in the vessel. All other events during transport are “**non-maritime events**”.

2. REGULATION (EU) 392/2009 AND THE ATHENS CONVENTION OF 1974

Regulation (EU) 392/2009 and the Athens Convention cover the liability of the Carrier with regard to passengers, their luggage and vehicles, as well as mobility equipment, in the event of an accident, in particular in the event of death, injury, loss or damage to luggage.

The Regulation does not affect the right of carriers to limit their liability in the event of an accident, in accordance with the 1976 International Convention on the Limitation of Liability in Respect of Maritime Claims, as amended by the 1996 Protocol in its updated form.

Accidents covered by the regulations include both "maritime events" and "non-maritime events" during carriage.

Right to compensation for death or personal injury

Maritime Event: the passenger is entitled to compensation from the Carrier or the Carrier's insurer, up to a maximum of SDR 250,000, in all cases except in circumstances beyond the Carrier's control (i.e. force majeure or deliberate third party act). Compensation may be up to SDR 400,000 unless the Carrier can prove that the event occurred without fault or negligence on its part.

Non-maritime event: the passenger is entitled to compensation from the Carrier or the Carrier's insurer, up to SDR 400,000, if it can prove that the event was the result of the Carrier's fault or negligence.

Right to compensation for loss or damage to cabin baggage

Maritime Event: the passenger is entitled to compensation from the Carrier of up to SDR 2,250 unless the Carrier can prove that the event occurred without fault or negligence on its part.

Non-maritime event: the passenger is entitled to compensation from the Carrier or the Carrier's insurer, of up to SDR 2,250, if it can prove that the event was the result of the Carrier's fault or negligence.

Right to compensation for loss or damage to luggage other than cabin baggage

The passenger is entitled to compensation from the Carrier of up to SDR 12,700 (vehicles, including baggage carried in or on the vehicle) or SDR 3,375 (other luggage), unless the Carrier can prove that the incident occurred without fault or negligence on its part.

Right to compensation for loss or damage to valuables

The passenger is entitled to compensation from the Carrier up to SDR 3,375 for loss or damage relating to cash, negotiable securities, gold, silverware, jewellery, ornaments and works of art, only when they have been deposited with the Carrier who has agreed to keep them safe.

Right of a passenger with reduced mobility to compensation for loss or damage to mobility equipment or other specific equipment

Maritime Event: the passenger is entitled to compensation from the Carrier corresponding to the replacement value or repair cost of the equipment concerned, unless the Carrier can prove that the event occurred without fault or negligence on its part.

Non-maritime event: the passenger is entitled to compensation from the Carrier corresponding to the replacement value or repair cost of the equipment concerned, if it can prove that the event is the result of a fault or negligence on the part of the Carrier.

Right to advance payment in the case of a maritime event

In the event of death or personal injury, the passenger or any other person entitled to compensation may claim an advance to cover any immediate economic needs. Payment, calculated on the basis of the damage suffered, is made within a period of fifteen days, and may not amount to less than SDR 21,000 in the event of death.

Losses or damages incurred as a result of an accident are calculated on the basis of "units of account", which are "special drawing rights" (SDRs) for Member States that are parties to the International Monetary Fund (i.e. all EU Member States). Information and SDR conversion rates can be found on the following page: <https://www.imf.org/en/About/Factsheets/Sheets/2023/special-drawing-rights-sdr>.

Written Notice

In the event of damage to cabin baggage or other luggage, the passenger must notify the Carrier in writing:

a) in the case of apparent damage to luggage:

- for cabin baggage, before or at the time of disembarkation;
- for all other luggage, before or at the time of delivery;

b) in the case of concealed damage to baggage or of loss of baggage, within fifteen days of the date of disembarkation or delivery or the date on which delivery should have taken place.

If the passenger fails to do so, they lose the right to compensation, unless the baggage is seen or inspected by both parties upon receipt.

Limitation periods and applicable law

Any action for damages must be brought before a competent court within two years. The start of this limitation period may vary depending on the nature of the loss.

The limitation period runs:

a) in the case of bodily injury, from the date of disembarkation of the passenger;

b) in the case of death occurring during carriage, from the date on which the passenger should have disembarked and, in the case of bodily injury occurring during carriage where this results in the death of the passenger after disembarkation, from the date of death; the period shall not, however, exceed three years from the date of disembarkation;

c) in the case of loss of or damage to baggage, from the date of disembarkation or the date on which disembarkation should have taken place, whichever is later.

The law of the court having jurisdiction shall govern the causes of suspension and interruption of limitation periods, but in no case may proceedings pursuant to the Athens Convention be instituted after the expiry of a period of three years from the date of disembarkation of the passenger or from the date on which disembarkation should have taken place, whichever is the later.

Notwithstanding the provisions of paragraphs a, b and c of this Article, the limitation period may be extended by declaration of the Carrier or by agreement between the parties made after the damage occurred. Declaration and agreement must be recorded in writing.

3. OBLIGATIONS OF THE CARRIER

3.1. TRANSPORT

Our aim is to provide you with the transport service as it appears on your ticket. The destinations and departure and arrival times indicated on your ticket, or which may have been brought to your attention, may, however, be modified for reasons beyond our control. If the departure time or arrival time is changed or a sea crossing is cancelled, the provisions of Regulation (EU) 1177/2010 concerning the rights of passengers travelling by sea will apply.

3.2. MODIFICATION OF OUR INFORMATION

The published timetables and the ships named on our brochures, website, tickets etc. are particularly subject to change in view of weather and sea conditions, or exceptional circumstances that may affect forecast departure and arrival times. If necessary, we may transport you with another of our ships and/or we may be obliged to divert the ship to another destination.

In the event of delays in relation to published timetables, diversions or cancellations, you have the rights set out in Regulation (EU) 1177/2010 on the rights of passengers when travelling by sea.

3.3. EU REGULATION 1177/2010 CONCERNING THE RIGHTS OF PASSENGERS TRAVELLING BY SEA

Our obligations in the event of interruption of your travel and more specifically our obligation to inform passengers in the event of delay or cancellation, diversion; and all reimbursements and compensation to which passengers are entitled, are defined by this aforementioned Regulation.

a) Obligation to provide information in the event of interruption of travel

We will inform you about the situation as soon as possible, and in any event as soon as this information is available.

b) Assistance in the event of cancelled or delayed departures

(i) When a sailing is cancelled or delayed in departure from a port terminal by more than 90 minutes from the scheduled departure time, refreshments, snacks or meals will be provided free of charge and in sufficient time given the waiting period, provided that they are available or can be reasonably delivered.

(ii) Except in the event that a cancellation or delay is due to weather conditions that compromise the safe operation of the vessel, if a stay of one night or more becomes necessary, accommodation on board or ashore will be offered free of charge to passengers up to a value of 80 euros (£70) per night for a maximum of three nights (not including transport in both directions between the port terminal and the place of accommodation).

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

Where a transportation service is at risk of being cancelled or a departure is at risk of being delayed by more than 90 minutes, we will offer you the choice between (a) re-routing to the final destination, under comparable conditions, as set out in the transport contract, at the earliest opportunity and at no additional cost or (b) reimbursement of the ticket price within 7 days by method of payment. Alternatively, if the passenger agrees, the full refund can also be paid in the form of vouchers for an amount equivalent to the ticket price.

d) In the event of delayed arrival

Unless weather conditions compromise the safe operation of the vessel or extraordinary circumstances (*) prevent the performance of the passenger transport service, you may request compensation equivalent to 25% of the price paid for the delayed service, in the event of a delay of at least:

(i) One hour in the case of a trip whose scheduled duration is less than or equal to four hours;

(ii) Two hours in the case of a trip with a planned duration of more than four hours but less than or equal to eight hours;

(iii) Three hours in the case of a trip whose scheduled duration is more than eight hours but does not exceed twenty-four hours or

(iv) Six hours in the case of a trip scheduled to last more than twenty-four hours.

If the delay is more than double the stated values, the compensation is equal to 50% of the price paid for the delayed service.

(*) Extraordinary circumstances include, but are not limited to: natural disasters such as fires; earthquakes; terrorist attacks, wars and military or civil armed conflicts; insurrections, military or illegal confiscations; social conflicts; disembarkation of sick, injured or deceased

persons; search and rescue operations at sea or on inland waterways; measures necessary for the protection of the environment; decisions taken by traffic management bodies or by port authorities or decisions taken by public order and public safety authorities, as well as decisions taken to meet urgent transport needs.

3.4. ALTERNATIVE CARRIER

If for reasons set out in point 3.3 you and/or your luggage are handled by a shipping carrier other than Condor Ferries, these conditions of carriage will continue to apply.

3.5. ACCESS

Condor Ferries may refuse customers boarding and/or any new reservation on its vessels, in the following cases:

- (a) failure to comply with Condor Ferries' ferry terms and conditions/conditions of carriage;
- (b) circumstance or behaviour that poses a risk to you and/or us, our customers, our employees, third parties and the property of the above-mentioned persons;
- (c) carriage, access refused by the national authorities of the country of departure and/or arrival;
- (d) inappropriate behaviour likely to disrupt embarkation, transport or disembarkation;
- e) offensive behaviour towards Condor Ferries staff or other passengers.

3.6. DISABLED PASSENGERS AND PASSENGERS WITH REDUCED MOBILITY

If you are a person with a disability or reduced mobility, even if temporary, you must inform us of any particular needs you may have regarding the cabin, seating, or services you require, or of any need to bring medical equipment, when you make your booking request, and at least 48 hours in advance of the scheduled departure, so that we can provide you with the necessary assistance when boarding and disembarking and assess our ability to transport you in the best possible conditions.

Your reservation request will be accepted in principle, at no extra charge, except in the following cases:

- compliance with the safety requirements laid down by international, Union or national law or by the competent authorities,
- constraints arising from the design of the ship or port equipment preventing the embarkation, disembarkation or transport of the person concerned under safe or operationally feasible conditions.

In such cases, we will inform you and offer you an alternative travel solution, when available, or a full refund.

Free assistance in ports and on board ships is provided to people who have notified us of their need for assistance no later than 48 hours in advance, including by electronic means, and who present themselves for embarkation no later than the time indicated on their ticket.

3.7. ONBOARD INSTALLATIONS

If you have booked onboard facilities (for example cabins or reserved seats) and, for any reason we can neither make these facilities available to you, nor provide facilities of equivalent standard, the price paid for the facilities not provided will be reimbursed to you.

In the event that cabins or reserved seats of lower standard than those reserved are made available to you, the price difference between these facilities will be reimbursed to you.

For safety reasons, no electrical connections for vehicles (camper vans, vehicle refrigerators, etc.) are permitted on our vessels.

3.8. OTHER SERVICES

If you book services with us that are complementary to sea transport, such as hotel accommodation, you are purchasing a package holiday. Our package holiday terms and conditions will apply to this booking.

4. YOUR OBLIGATIONS

4.1 CONDITIONS OF CARRIAGE

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

4.2. ARRIVAL AT PORT

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

Embarkation will not be guaranteed if you do not meet the latest check-in requirements.

4.3. DANGEROUS GOODS AND FIREARMS

4.3.1. Rules concerning goods carried in private non-commercial vehicles

Please read the dangerous goods regulations detailed below. If you have any questions about a particular item, please contact us as soon as possible. We can refuse loading of dangerous goods, without being held responsible or liable.

On arrival at the port, you must be declared on arrival and follow the instructions given to you concerning dangerous goods and firearms.

Type of dangerous goods	RULES FOR DANGEROUS GOODS AUTHORIZED FOR TRANSPORT WITH REFERENCE TO THE IMDG CODE
Weapons & munitions	In accordance with the applicable regulations, the transport on board of a category B, C or D weapon is subject to declaration to Condor Ferries. The weapon/ammunition is transported in accordance with Condor Ferries's procedure approved by the authorities. A maximum of 1,000 UN0012 and UN0014 class 1.4S cartridges may be transported per vehicle. These cartridges are stored in their original boxes. These cartridges must not include ammunition containing explosive or incendiary projectiles.
Butane/propane Gas	Only caravan, mobile home or motor home vehicles are authorized to carry a maximum of 3 butane/propane gas cylinders. The total weight of these cylinders must not exceed 47 kg. These cylinders are intended solely for use in the vehicle's lighting, heating and kitchen equipment.
Propane/helium for aerostat use	Transport of this type of equipment includes a maximum of 3 propane/helium cylinders weighing no more than 47kg. Empty cylinders must be certified.
Liquefied petroleum gas	Only a manufacturer's vehicle is authorized to transit on a ship.
Gasoline & Diesel	One approved jerry can not exceeding 5 litres in good condition is allowed per vehicle. Empty and non-degassed jerry cans are not allowed.
Fire extinguishers	The weight of extinguishers transported by vehicle must not exceed 5kg.
Diving equipment	The carriage of diving cylinders is subject to declaration to Condor Ferries. No class 2.1, class 3 related transport is authorized with a scuba tank. A maximum of 2 spare cylinders and one diving

	cylinder per seat in the vehicle is authorized (e.g. a 5-seater vehicle is authorized to carry a maximum of 7 cylinders). Cylinder size corresponds to an internal water volume of 10 litres containing a gas type UN1002, UN1072, UN3156.
Medical oxygen	The transport of oxygen cylinders for medical use is authorized under cover of a doctor's prescription.
Fireworks	The carriage of fireworks on board ship is subject to declaration to Condor Ferries. This type of merchandise must be in its manufacturer's packaging and must not exceed 5kg.
Pyrotechnics and floating vests	The transport of this type of equipment is authorized as follows per vehicle : 6 flotation jackets, 6 hand-held lights, 4 parachute rockets, 2 smoke bombs. This equipment is in addition to the standard equipment carried on board a vessel towed on a trailer.
Animal feed	No more than 3 standard-sized forage bales may be transported on an animal trailer.
Aerosol or flammable liquid containers	Each passenger in the vehicle is authorized to carry everyday hygiene products in his or her luggage. The total net quantity of these flammable products must not exceed 2kg or 2 litres maximum (example: 4 aerosols of 500 ml each). This includes products such as hairsprays, deodorants, perfumes, colognes, hairsprays/nail varnishes, etc.
DIY Products	The DIY products that can be carried are gas refills (from a flashlight/ <u>torch</u> or other tool) with a maximum capacity of 1 litre and paints with a maximum capacity of 10 litres.

4.3.2. Rules concerning goods carried by foot passengers

Type of dangerous goods	RULES FOR FOOT PASSENGERS RELATING TO DANGEROUS GOODS AUTHORIZED FOR CARRIAGE WITH REFERENCE TO THE IMDG CODE	
Weapons & munitions		
	Weapons and munitions are prohibited on board as well as knives and <u>kitchen knives.</u>	
Medical oxygen	Carriage of oxygen cylinders for medical use is authorized with a doctor's prescription.	

Butane/propane Gas	Pedestrian passengers are authorized to carry gas cartridges up to a maximum of 2 x 450g cartridges.
Pyrotechnics and floating vests	Transport of this type of equipment is authorized as follows: 6 floating vests, 6 hand-held lights, 4 parachute rockets, 2 smoke bombs.
Aerosol or flammable liquid containers	A pedestrian passenger is authorized to carry everyday hygiene products in his/her baggage. The total net quantity of these flammable products must not exceed 2 kg or 2 litres maximum (example: 4 aerosols of 500 ml each). This includes products such as hairsprays, perfumes, colognes, nail varnishes, etc.

4.4. ANIMALS

Certain pets are permitted to travel, provided that the conditions set out in the relevant article of Terms and Conditions – Ferry-only are met and that all necessary administrative authorisations have been obtained.

In accordance with article 11.5 of EU Regulation n°1177/2010 of 24 November 2010, disabled persons or persons with reduced mobility accompanied by a recognised assistance dog must inform Condor Ferries or the travel agent or tour operator (at least 48 hours before travel), in compliance with the regulations applicable to the carriage of recognised assistance dogs on board ships.

4.5. IDENTITY AND TRAVEL DOCUMENTS

All passengers, including minors, must be in possession of all the necessary travel documents such as valid passports, inoculation certificates and visas and ensure that you meet all applicable entry requirements, to enter the countries which you intend to visit and for re-entry into the UK. Failure to produce the necessary documentation will result in boarding being denied and, if fines are applied by Statutory Authorities, we have the right to recover these from you. Condor Ferries accepts no responsibility for passengers refused entry to any country by the relevant authority for whatever reason.

For further details: Please also refer to the General Terms and Conditions of Sale.

4.6. INSTRUCTIONS GIVEN TO YOU

You must read and comply with the safety rules which apply on board our ships. You must also follow the instructions given to you whether they appear on your ticket, on any other document or are given to you by our staff whilst on board.

4.7. CONNECTIONS

It is your responsibility to ensure you allow sufficient time between the arrival of your sailing and connections by bus, train or other means of transport. It is important to take into consideration operational factors and border control checks that may delay your exit from the port.

4.8. 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 a 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.

5. GENERAL PROVISIONS

5.1. LUGGAGE

It is your responsibility to take care of your belongings (personal belongings, luggage, etc.). Subject to the provisions of the Athens Convention, we are not responsible for any luggage lost or left with us after the journey.

Any luggage which is found shall be stored temporarily by us. Provided that you can prove your rights to a piece of luggage or personal effects, you must pay our reasonable storage or postal charges.

5.2. INABILITY TO DISEMBARK

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.

5.3. APPLICABLE LAW AND JURISDICTION

The existing contract between you and Condor Ferries is subject to the law of the country in which the ticket was issued; the competent jurisdiction will be that of that country, subject to the rules of jurisdiction most favourable to you pursuant to the Athens Convention.

5.4 VARIATIONS OF TERMS

These terms and conditions may be amended, in which case you will be notified in writing. If an amendment is made following a change in legislation (national, international, community), this amendment shall apply immediately or in the manner stipulated in said legislation.

Our staff are in no way empowered to amend or cancel the terms of these conditions.

Last update July 2025