

# **SHANNONFERRY GROUP LTD.**

## **Terms of Business**

**Our Terms of Business will apply to your booking. We believe that our Terms of Business are fair and clear. Please read them carefully.**

These Terms of Business include certain limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence. If you have any query or other concern, please contact our Head Office (Telephone: 065 9053124).

### **1. Your contract with us**

#### **1.1 Terms of business**

You will be accepting that our Terms of Business apply on behalf also of all persons using our services pursuant to a booking made by you and must inform them accordingly.

#### **1.2 Travel only**

You will be contracting with Shannonferry Group Ltd for travel-only bookings.

#### **1.3 Travel by coach**

Travel by coach is subject to the relevant terms and conditions of the particular supplier and all applicable international conventions. Details of such terms and conditions are available on request from the relevant company.

#### **1.4 Variation in services and/or prices**

We reserve the right, before you book, to vary the services described on our website and in our brochures, including prices and departure dates and times, and to designate a different ferry for a particular journey.

#### **1.5 Variation in terms of business**

Our employees and agents are not allowed to vary, waive or make any representation in respect of any of these Terms of Business.

#### **1.6 Special offers and promotions**

Special offers and promotions may be subject to certain terms and conditions, e.g. as to payment, which vary from those set out in these Terms of Business.

#### **1.7 Availability of space**

All products featured on our website or in our brochures are offered subject to availability of allocated space, which may be limited.

#### **1.8 Law and jurisdiction**

Irish law shall apply to the arrangements made with you and the Irish courts shall have non-exclusive jurisdiction.

## **2. Complaint procedure**

If you have any complaint in respect of services provided by us please bring it immediately to the attention of the management on the spot. If it is not then resolved to your satisfaction you should contact our Head Office promptly giving full details and if possible a daytime telephone number or e-mail address, so that we can make a timely and thorough investigation. You may e-mail us, contact us by telephone on 065 9053124, or write to us at Shannonferry Group Limited, Killimer, Co. Clare.

## **3. Booking and paying**

### **3.1 When payment is due**

Payment for all bookings is due at the time of booking, unless we state otherwise. If payment is not made when it is due, we will be entitled to cancel the booking without notice.

### **3.2 How to pay**

Payment may be made by major credit or debit card – a handling charge may apply to all card transactions. Payment may be made by cash or cheque, supported by a valid cheque guarantee card. All payments are made on board.

### **3.3 Prices applicable**

The prices shown in Euro on our website or in our brochures are applicable only for bookings made in the Republic of Ireland.

### **3.4 Fuel surcharge**

We reserve the right to levy a fuel surcharge in the event of increases in fuel cost prices. This would result in an additional charge to the prices shown on our website or in our brochures.

## **4. Insurance**

We recommend you take out Breakdown Assistance and Personal Travel Insurance which can cover you in the event that you have to cancel your trip or compensate you for delays and provide assistance following vehicle breakdown.

## **5. Travel by Shannonferry Group Limited**

### **5.1 Children**

Children under the age of 16 must be accompanied by a responsible adult. Children under the age of 14 on the upper decks must be accompanied by an associated adult.

### **5.2 Validity of bookings**

Your booking is valid only for the departure dates and times stated unless otherwise expressly stated. If you travel on a booking purchased at a lower price than that properly chargeable for the particular journey, we will be entitled to require payment of a surcharge prior to embarkation.

## **6. Transport, timings and routes**

We will seek to provide you, your luggage and vehicle with the journey shown on your ticket, though ferries, sailing times/dates and destinations may be affected by weather conditions or port closures, or may be changed (at our discretion) by operational requirements. We will try to arrange a suitable alternative ferry crossing if by reason of operational requirements we cannot provide the anticipated service within a reasonable time of the scheduled sailing. We will refund the fare if we cannot arrange a suitable alternative journey or if you do not wish to take any alternative journey offered by us.

## **7. Your responsibility**

### **7.1 Refunds & Cancellations**

Refunds for lost or stolen tickets are solely at the discretion of management. You must contact the office during normal working hours at Killimer, Co. Clare to make such a claim.

### **7.2 Safety and security**

We require you to accept that we are entitled at our discretion (subject only to refund of the fare) to refuse to provide transport for any person, luggage or vehicle for any reason related to safety or security or in the interests of other passengers or to ensure compliance with immigration, customs, health or other applicable regulations. You must comply with all safety and security regulations and notices and any instructions given to you by our employees or agents.

### **7.3 Firearms, dangerous goods**

You must not bring with you dangerous goods, firearms or animals without our prior permission, compliance with all applicable regulations and the obtaining of any relevant licences.

### **7.4 Searches**

We require you to accept that we and any relevant port authority are entitled to carry out searches of passengers and vehicles pursuant to any statutory or other legal requirements.

### **7.5 Animals**

All animals including dogs must remain within the vehicle they are being transported in at all times.

### **7.6 Loss/damage to luggage/vehicle**

We require you to notify us before or at the time of disembarkation in respect of damage to or loss of luggage and/or vehicle. If you do not notify us, you will be presumed to have received your luggage and vehicle undamaged. We shall have no liability in respect of loss of or damage to cash, negotiable securities, gold, silverware, jewellery, ornaments, works of art, electronic equipment or other valuables.

### **7.7 Luggage left with us**

If luggage is left with us after your journey, we may furnish same to An Garda Siochana or after a reasonable period sell it and need only account to you for the proceeds (less storage charges and costs of sale) if you make a claim within 12 months of the journey.

### **7.8 Failure to disembark**

If for any reason (unless the cause is a fault on our part) you, your luggage and/or your vehicle do not disembark at the end of the journey you and/or they may be returned at our discretion to the port of departure or taken to another port with you being charged the appropriate fare in each case.

### **7.9 Documentation**

We require you to reimburse us in full for any fines, repatriation or other removal costs, detention costs and other related expenses which we bear or incur by reason of your failure to possess all the documentation required by immigration, customs, health or other applicable regulations.

## **8. Instructions for Traffic**

Park on arrival at terminal behind other vehicles in traffic queue. Loading of ferry boat will normally be in the following order: Left Hand Lane, Right Hand Lane, Heavy Commercial Vehicles will be loaded on the centre lanes. Drive slowly on the slipway and on the ferry boat. Put on hand-brake and turn off engine after parking. Do not open car doors until all traffic has been loaded. Remain in car until fare has been collected. Have exact fare ready and ensure you obtain printed ticket.

## **9. Restrictions on Traffic**

Commercial vehicles: maximum 8 tons total weight per axle.

## **10. General**

Passengers, vehicles, merchandise, livestock and goods of any description are carried entirely at owners' risk. The company does not hold itself responsible for any loss or damage either personal or to vehicles, merchandise, livestock or goods, or for loss arising from delay or cancellation of sailings. Traffic is accepted only in accordance with the above and the conditions of carriage as detailed on the notices displayed at the terminals and on the Ferry Boat and herein.

## **11. Our liability**

### **11.1 Limitations and exclusions**

Our liability in respect of death or personal injury shall in no case exceed the appropriate limit under the [Athens Convention](#). Our liability for loss of or damage to property (regardless of where the loss or damage may occur) shall in no case exceed an amount equal to the respective limits under the Athens Convention. Please see clause 7.6 for further restrictions on our liability for certain items; we shall be under no liability to you (or other people travelling pursuant to a booking made by you) for any loss which does not arise naturally in the ordinary course unless you have notified us in writing prior to or upon making the booking of special facts or circumstances relevant to any such claim and we have knowingly accepted the additional risk; we shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- (a) your own fault or the fault of anybody else included in your booking; or
- (b) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or
- (c) (i) any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or  
(ii) an event which we or any supplier of services, even with all due care, could not foresee or forestall.

### **11.2 Athens Convention**

The Athens Convention relating to the Carriage of Passengers and their Luggage by Sea of 1974, as modified or re-enacted, will apply in respect of each booking and journey by sea. Particulars of the Athens Convention are available from our Head Office. June 2011.

**ShannonFerry Group Limited**  
**Killimer, Co. Clare**  
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