

TERMS AND CONDITIONS OF CARRIAGE FOR PASSENGERS AND PROPERTY

It is mutually agreed that the ticket issued by or on behalf of Mevagissey Ferries (hereinafter referred to as "the Carrier") is accepted by the Passenger (the word Passenger shall include all persons including infants, whether or not named in the ticket, and unborn children travelling under the Ticket and all such persons shall be deemed to be parties to it) on the following terms and conditions:-

CONDITIONS OF CARRIAGE

1. All carriage is offered solely in accordance with the Conditions of Carriage of Mevagissey Ferries as set out herein.

LIABILITY UNDER THE ATHENS CONVENTION

2. Passengers are advised that the provisions of the Convention relating to the Carriage of Passengers by Sea 1974 (The Athens Convention) are applicable.

The Athens Convention in most cases limits the Carrier's liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables.

The Athens Convention presumes that luggage has been delivered undamaged unless notice is given to the Carrier:- (i) in the case of apparent damage, before or at the time of disembarkation or redelivery, or (ii) 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.

The terms of the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 (which convention is hereinafter referred to as The Athens Convention) shall be deemed to be incorporated into and to form part of these terms and conditions. For the purposes of articles 7, 8 and 9 of the Athens Convention the official value of sterling of the amounts by reference to which liability is thereby limited shall be:

A. Such amounts as are specified in or determined in accordance with an order from time to time in force made by the Secretary of State by statutory instrument for the purposes of paragraph 5 of Part II of Schedule 3 to the Merchant Shipping Act 1979 or, where no such order is in force;

B. Such amounts as are applicable in accordance with the protocol to the Athens Convention at London on November 19 1976.

LIABILITY IN OTHER SITUATIONS

3. In the event of any inconsistency between the terms and conditions and those of the Athens Convention then the terms of the Athens Convention shall prevail.

4. Except as the Convention or other applicable law may require, the Carrier shall not be liable for any death, wounding or bodily injury other than death, wounding or bodily injury arising from the negligence of the Carrier, its servants and agents arising out of or in connection with the Carrier and the Passenger hereby agrees for himself, his personal representative/s and dependant/s to waive all rights of claim against the Carrier and discharges the carrier, its servants and agents from any such claim.

5. Where one ticket is issued in respect of a number of passengers the person to whom the ticket is issued contracts with the Carrier as agent for all the passengers in respect of whom the Ticket is issued with the intent and so that all such passengers are bound by these terms and conditions; and the person to whom the Ticket is issued warrants that he or she has authority so to contract on behalf of all such passengers and to bind them as aforesaid.

6. The Carrier does not accept liability for any loss suffered by the passenger in respect of any loss or damage to the passenger's property whilst in the vicinity of the ship. In these

terms and conditions the expression 'Property' includes baggage, money, valuables, motor or pedal cycles and any property whatsoever of the Passenger.

7. Although every effort will be made by the Carrier to prevent or minimise any delay or inconvenience, the Carrier shall not be liable for any delay or inconvenience or for any loss resulting therefrom suffered by any Passenger whether or not such delay or inconvenience or resulting loss, expense or damage arises from negligence or fault of the Carrier, its servants, agents or independent contractors and whether on land or at sea.

8. Any exclusion or limitation of liability of the carrier shall apply to and be for the benefit of agents, servants and representatives of the Carrier and any person whose Vessel is used by the Carrier for carriage and its agents, servants and representatives.

VARIATION IN RESPECT OF SAILINGS

9. The Carrier will make every reasonable effort to undertake the advertised and any other agreed and offered sailings but no sailings are guaranteed and Sailings may be altered, delayed, amended or cancelled subject to circumstances. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier is likely to be hindered or prevented) by war, hostilities, blockade, weather condition, ice, labour conflicts, breakdown of the vessel, congestion, docking difficulties or any other cause whatsoever or if the Carrier considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the vessel to risk of loss or damage or to be likely to delay her, the Passenger and his property may be landed at the place of embarkation or at any place which the Carrier or Master in his or her discretion may reasonably decide on when the responsibility of the Carrier shall cease and this contract shall be deemed to have been fully performed or if the Passenger has not embarked the Carrier may cancel the proposed voyage and shall refund Passengers money or fares paid in advance.

10. The Carrier shall have liberty to comply with any orders, recommendations or directions whatsoever given by the Government or by any Department there or any persons acting or purporting to act with the authority of Government or by any committee or person having under the terms of the War Risks Insurance on the vessel the right to give such orders, recommendations or directions and if by reason of and compliance with any such orders, recommendations anything is done or not done the same shall not be deemed deviation or a breach of this contract. Disembarkation of a Passenger or discharge of his property in accordance with any such orders, recommendations or directions shall constitute due and proper fulfilment of the obligations of the Carrier under this contract.

DISCRETION AS TO CARRIAGE

11. The Carrier may, where reasonable, refuse to allow any Passenger to embark and may cancel the contract with such Passenger at any time before sailing and shall in that case return the passage money paid for such Passenger and such Passenger shall have no claim whatsoever against the Carrier in respect of such refusal or cancellation. In the event of a return passage being so cancelled after performance of the first part of the double voyage the passage money to be refunded shall be the difference between the single and return fare for such Passenger.

12. Under no circumstances shall any Passenger bring any alcohol, drugs, illegal substances or dangerous goods aboard the Vessel.

13. The Carrier does not accept unaccompanied children under the age of sixteen for travel. All children travelling with their parents or other adults remain the responsibility of their accompanying parents or other adults who should take steps to supervise the children in their charge and make sure that their behaviour does not endanger their own safety or the safety of other Passengers.

DAMAGE CAUSED BY PASSENGERS

14. The Passenger shall be liable to reimburse the Carrier for all damage to the vessel and its furnishing and equipment or any property of the Carrier caused by directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger and the Passenger shall further indemnify the Carrier and each and all of its agents and servants against all liability whatsoever which the Carrier or such agents or servants may incur towards any person or company or Government for any personal injury or death, loss or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Passenger.

SAFETY

15. For the comfort and safety of all passengers, the Carrier requires the Passenger to take note of all safety notices, instructions and advice made available aboard the Vessel, whether issued verbally by any servant of the Carrier, broadcast over the public address system or disseminated on posters and other signs. The Carrier shall be entitled to any limitation of liability for any accident, injury or loss where such may be due under any applicable Law or Statute, where such may be due to disregard on the part of the Passenger of such safety notice, instruction or advice.

GOVERNING LAW

16. This contract shall be governed by English law and any disputes thereunder shall be determined in England to the exclusion (subject to Clause 3) of the jurisdiction of any other country.