

# Terms and Conditions

Terms & Conditions for the Carriage of Persons by Gosport Ferry Limited

Gosport Ferry Limited (company number 02254382) South Street, Gosport, Hampshire PO12 1EP

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## **1 Interpretation**

**1.1** In these terms and conditions when we use any of the terms "we", "us" or "our", we are referring to Gosport Ferry Limited, together with, where applicable, all employees of that company. For the avoidance of doubt, Gosport Ferry Limited is not a common carrier and in these terms and conditions does not contract as such.

**1.2** When we use either of the terms "you" or "your", we are referring to you and all of the people who will travel on a ferry operated by Gosport Ferry Limited. These terms apply to all such persons.

**1.3** When we use the term "ferry", we are referring to any ship operated by us to provide a ferry service.

**1.4** References to the "Athens Convention" relate to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. Athens Convention.

## **2 Your Acceptance of these Terms and Conditions**

**2.1** These terms and conditions apply to customers travelling on any passenger service operated by Gosport Ferry Limited, including without limitation its regular operation across Portsmouth Harbour between Gosport and Portsea and any other services operated from time to time. Please read them carefully. If you have any query relating to them, please contact Gosport Ferry Limited on telephone 023 9252 4551.

**2.2** These terms and conditions supersede all previous editions issued by us and may be modified or amended at any time by us. We reserve the right to amend these terms and conditions from time to time without prior notice.

**2.3** These terms and conditions will apply to the use of all tickets we issue and your acceptance will be on behalf of yourself, your executors, administrators and assignors and also on behalf of and as agents for the persons travelling with you (including children) and also on behalf of the owner of any luggage brought with you or them. You should therefore read them carefully.

**2.4** If you have purchased a ticket pursuant to a special offer or other promotion, other terms particular to that offer or promotion may apply to your booking and journey. Please refer to the relevant promotional materials and, if you have any questions, contact our main office on the number set out in paragraph 2.1 above.

**2.5** While we try and ensure that all prices, times and dates quoted by our website or publications are accurate, errors may occur.

## **3 Timetables**

**3.1** While every reasonable effort is made to avoid early departures, delays, diversions and cancellations, we do not undertake that services will depart or arrive at the scheduled times.

**3.2** For operating reasons, the ferry may have to sail before or after advertised times.

**3.3** We may vary timetables from time to time without giving you notice.

## **4 Fitness for Travel**

**4.1** We reserve the right to refuse to allow any person to travel who, in our reasonable opinion, is or are unfit to be carried on a ferry for any reason.

**4.2** We reserve the right to refuse to allow you to take on board any motor cycles, bicycle, disabled carriage, luggage, goods or other property which, in our reasonable opinion, are unfit to be carried on a ferry for any reason.

## **5.0 Children and animals**

**5.1** Children under the age of 4 travel free of charge. Children under the age of 10 must be accompanied by an adult. **5.2** Dogs and other domestic pets accompanying passengers travel free of charge. However, we reserve the right at all times to refuse to carry or to delay the carriage of live animals, which are carried in any event at the risk of their owner, or if the owner is not the person bringing them aboard a ferry, at the risk of the person who does. Such person(s) shall be responsible for any loss or damage caused by the animal(s) to the ferry, our equipment and furnishings or the person or property of other passengers and all expenses arising there from or of our agents, employees and sub-contractors.

## **6 Fares & Tickets**

**6.1** Only the person for whom a ticket was purchased may use the ticket. It cannot be resold or passed on to any other person.

**6.2** Where a photo card is required to purchase a season ticket, that ticket will not be valid unless it is produced together with the photo card to which it relates, (bearing a true likeness of the holder and a serial number corresponding with the one on the ticket) at the request of ticket collecting staff.

**6.3** Any season ticket remains valid for travel for the validity period of that fare purchased.

**6.4** Tickets and season tickets remain our property and must be given up for inspection or collection on demand by our employees or nominated agents.

**6.5** All fares appearing in our brochures or otherwise advertised are subject to availability. We also reserve the right to apply a surcharge to any of our fares on the date you pay for your ticket, for example a fuel or insurance surcharge. We will notify you of any such surcharges before you purchase any ticket.

**6.6** Season tickets can be purchased with cash payments from the ticket office or for payment by other means from the Gosport Ferry Limited main office during normal working hours.

**6.7** Senior citizen tickets are not valid before 09.00hrs Monday to Friday.

## **7 Refund Procedure**

**7.1** Three Month Season tickets will be refunded to the value of complete unused weeks, less three weeks provided that claims are submitted in advance of the end of the period for which the ticket is valid. No refunds will be given on daily, weekly, promotional or bus/ferry combined tickets.

**7.2** All requests for refunds must be made in writing to Gosport Ferry Ltd, South Street, Gosport, Hampshire, PO12 1EP.

**7.3** We will not be responsible for any lost, stolen or destroyed tickets and no refunds will be made in respect of these. You are advised to contact your insurance company to check whether any policy you hold will cover lost, stolen or destroyed tickets, and if not to make provision to include them.

## **8 Carriage on other Carriers**

**8.1** In the event that you purchase a ticket from us for, or to the extent your journey incorporates, travel on another mode of transport, such travel will be subject to the regulations and conditions of carriage of the carrier or carriers involved. We shall issue any ticket issued for or used on such other transport as agents only for the carrier or carriers concerned.

## **9 Security/Search**

**9.1** You and all motor cycles, bicycles, disabled carriages, goods and other property that you take or wish to take on board a ferry (before boarding and after you have boarded and both before and during carriage) may be subject to a search for, and seizure of, prohibited materials or substances. Passengers refusing to be searched will not be permitted to travel.

**9.2** If you intend to carry firearms and explosives as defined by Section 22(6) of the Aviation and Maritime Security Act 1990 you must declare to us at least 24 hours in advance of embarkation and provide details of such firearms and explosives; failure to declare in this manner may in our absolute discretion result in our refusing to allow shipment. For the avoidance of doubt, firearms include firearms for recreational purpose (including sporting guns) and should be accompanied by a current valid firearm; shotgun or Registered Firearms Dealer's (RFD) certificate and these should be available for inspection by either the ticket office staff or Captain of the ferry.

**9.3** Any firearms or explosives, which we, in our absolute discretion, permit to be carried on board the ferry, shall be entrusted to us prior to embarkation or loading, and only returned upon departure from our premises upon arrival.

## **10 On Board**

**10.1** You shall, for the safety of yourself and all other passengers and crew, comply with all reasonable instructions and directions given from time to time by our staff and crew, before, during and at the end of your journey.

**10.2** We operate a strict no smoking policy in the terminals and covered areas on the ferries.

## **11 Dangerous/Illegal Articles**

**11.1** Any person who takes or causes to have taken on board or stowed in their luggage any dangerous goods or any inflammable or dangerous matter or articles which do not conform with any regulations relating to the carriage of dangerous goods by sea or other relevant law or regulations shall indemnify us for all loss we suffer, both incidentally and directly caused by the taking on board or stowage of such dangerous goods or any inflammable or dangerous matter or articles in addition to any penalty imposed by law.

**11.2** We reserve the right to destroy or otherwise dispose of such goods or articles referred to in paragraph 11.1 above at the cost and expense of the person who took them on board the ferry.

## **12 Lost and Abandoned Property**

**12.1** We will not be liable for loss of or damage to or delay or misdelivery affecting any luggage, motor cycles or bicycles or goods left on our terminals, premises or ferries unless such loss, damage, delay or misdelivery is a result of our negligence.

**12.2** We reserve the right to make a reasonable charge for the restoration of such property to its owner unless such loss, damage, delay or misdelivery is as a result of our negligence.

**12.3** Any property not claimed within 3 months of being so left will be regarded as abandoned and may be sold or otherwise disposed of by us at our discretion and we shall have the right to retain any proceeds of sale. Any luggage or goods of a perishable nature or which in our opinion may cause injury or inconvenience may be disposed of earlier than three months at our absolute discretion.

## **13 Our Liability**

**13.1** The Athens Convention applies to your travel and that of any other passengers to whom your booking applies and operates to limit our liability to you and any such person(s) during a "period of carriage", which is defined by the Athens Convention (and which varies, depending on whether it is being applied to you, to other relevant passenger(s), or to luggage, vehicles or other property).

**13.2** Our liability to you and to any other passengers travelling under your booking in respect of any:

**13.2.1** death or personal injury; and

**13.2.2** loss of or damage to property which occurs during this period of carriage,

**13.3** shall in no event exceed the appropriate limits set out in the Athens Convention, as such limits may apply from time to time in England and Wales.

**13.4** Where the Athens Convention applies, any action arising out of the death of or personal injury to a passenger or for loss of or damage to luggage (including bicycles and motor-cycles) shall be time-barred after a period of two years. The limitation period shall be calculated in accordance with Article 16(2) of the Athens Convention.

**13.5** Our liability in respect of any loss, damage, delay or detention of or to you or any other passengers travelling under your booking, or to your or their property (including their luggage, motor cycles, bicycles or disabled carriage) which occurs outside this period of carriage shall also in no event exceed the limits set out in articles 7 and 8 of the Athens Convention, as such limits may apply from time to time in England and Wales. The limits of our liability set out in this paragraph 13.4 shall apply whether or not the loss, damage, delay or detention is a result of our negligence or the negligence of our servants, agents or sub-contractors.

**13.6** Our employees and our sub-contractors and their employees shall not be liable to you for any loss arising from any act, neglect or default by them while acting in the course of their employment or in providing services. They will benefit from all legal defences and protections available to us and we will act on their behalf in relation to this.

**13.7** These limits on our liability shall apply to any action against us whether the action is founded in contract or tort.



## **14 General**

**14.1** No failure by us to enforce or rely upon any of these terms and conditions shall be construed as a waiver or shall affect our right to enforce any other terms and conditions.

**14.2** If any of these terms and conditions shall become or be declared invalid or unenforceable by any tribunal or court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining terms and conditions all of which shall remain in full force and effect.

**14.3** Our employees and agents have no authority to waive or vary any of these terms and conditions.

**14.4** We may contract with any other person at our absolute discretion for the whole or any part of the carriage of you or your property pursuant to these terms and conditions.

## **15 Applicable laws and limits of liability**

**15.1** These terms and conditions shall be governed by and construed in accordance with the English law.

**15.2** Unless you are permitted by the Athens Convention to make a legal claim against us in the courts of another country, you agree that English courts shall have exclusive jurisdiction to hear all disputes or claims arising in connection with these terms and conditions.