



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

Definitions

- 1 In these conditions (save where the context otherwise requires)
- (a) **The Athens Convention** means the Convention relating to the Carriage of Passengers and their Luggage by Sea signed at Athens in 1974 as modified by the Protocol signed at London on 19th November 1976.
 - (b) the Carrier means Irish Ferries Limited whose registered office is at Ferryport, Alexandra Road, Dublin 1.
 - (c) "passenger" has the same meaning as set out in the Athens Convention.
 - (d) "luggage" (save where the term appears in Clause 41 of these conditions) means "luggage" "Vehicles" and "cabin luggage" as defined in the Athens Convention.
 - (e) "vehicle" means any passenger or private vehicle of any description whatsoever (whether or not self-propelled) accompanying a passenger including (without prejudice to the generality of the foregoing) any car coach mini-bus caravan dormobile trailer motor cycle scooter or bicycle.
 - (f) "valuables" means such valuable articles as are described in Article 5 of the Athens Convention.
 - (g) "domestic animal" means any domestic animal kept as a pet accompanying a passenger.
 - (h) "berth" includes a bed in a cabin or a Club Class seat.
 - (i) "injury loss or damage" includes any physical injury death sickness mental suffering distress upset financial or consequential loss nuisance delay or inconvenience of whatsoever nature the same may be.
 - (j) "fault" includes any act omission neglect default negligence breach of contract or breach of duty of whatsoever nature the same may be.
 - (k) "servants agents and independent contractors of the Carrier" includes the owners charterers and operators of any vessel means of transport or facility who may at the request of or by agreement with the Carrier (whether express or implied) perform the whole or any part of the carriage of passengers and or luggage or other service which the Carrier has agreed to undertake and also includes the servants agents and independent contractors of such owners charters or operators.
 - (l) "person" includes any firm partnership association corporation or government department and also includes any infant or child.
 - (m) the singular includes the plural and vice versa.
 - (n) the masculine includes the feminine and vice versa.
- 2 The headings to paragraphs in these conditions are inserted for convenience only and have no binding effect.

General conditions

- 3 The Carrier is not and does not hold itself out as a common carrier. Passengers and luggage are accepted and carried only upon and subject to these conditions which shall form part of the contract between the Carrier and the passenger.
- 4 Every person making a booking for or on behalf of a passenger or group of passengers warrants and confirms that he has the authority of each such passenger to accept these conditions as agent for and on behalf of that passenger and that each such passenger agrees to be bound by these conditions which may include amendment and cancellation fees (see articles 47 & 48).
- 5 No passenger shall embark on a voyage or avail himself of any services the subject of any contract with the Carrier unless he has accepted these conditions or (where the contract with the Carrier was entered into by some other person on his behalf) has ratified such contract on the terms of these conditions which may include amendment and cancellation fees (see articles 47 & 48).
- 6 No person other than a director of the Carrier 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 such director.
- 7 If and in so far as any of these conditions or any of the provisions of any of these conditions is repugnant to inconsistent with or invalid under any law convention or protocol which is compulsorily applicable to the contract between the Carrier and the passenger or which it has been agreed shall apply to or be incorporated into the said contract such condition or provision shall (to that extent but no further) be null and void. Any such condition or provision which is repugnant inconsistent or invalid as aforesaid shall nevertheless remain in full force and effect as regards any part of the subject matter of the said contract to which such law convention or protocol does not apply as aforesaid. Further the remainder of these conditions and the provisions thereof shall so far as possible be construed so as to comply and be consistent with all such laws conventions and protocols as aforesaid.
- 8 Any dispute between the passenger and the carrier shall be brought before the Irish Courts and shall be determined in accordance with the laws of the Republic of Ireland irrespective of jurisdiction where booking was made.
- 9 It shall be a condition of the contract of travel entered into between the Carrier and the passenger, that the passenger has the required immigration documentation necessary for entry into the country of destination prior to travel. Prior to boarding, the Carrier (or his agent) shall be entitled to check that all passengers have in their possession valid documentation to comply with the immigration laws of the country of destination. The Carrier may (notwithstanding any booking previously made) refuse to carry any passenger who fails to produce satisfactory documentation when requested. In such circumstances, the Carrier shall be entitled to deduct a cancellation fee prior to refunding to the passenger any fares paid. The passenger shall not be entitled to any other compensation from the Carrier where permission to travel has been refused. The Carrier shall be entitled to re-claim from the passenger all fines or other costs levied on it by reason of the passenger's failure to produce immigration documentation satisfactory to the relevant authorities upon reaching the port of destination. In addition any passenger who for any reason refuses to disembark or is refused entry to the relevant country at the port of destination shall be required to reimburse the Carrier for any costs incurred by the Carrier as a result of such action

Liability of the Carrier

- 10** The provisions of the Athens Convention shall be incorporated into the contract between the Carrier and the passenger in respect of any carriage by sea which the Carrier has agreed to undertake and the said provisions shall apply to passengers and luggage throughout the periods of carriage set forth in Paragraph 8 of Article 1 of the said Convention. In so far as any passenger or luggage may before or after any such period be affected by or suffer any injury loss or damage by reason of any fault on the part of the Carrier its servants agents or independent contractors or on the part of any other person for whom the Carrier is or may be responsible the Carrier shall (provided it is lawful to do so) be entitled to rely upon Articles 5 to 16 inclusive of the said Convention notwithstanding that the relevant event occurred outside any such period as aforesaid.
- 11** The Athens Convention (amongst other provisions) limits the Carrier's liability for death of or personal injury to a passenger and or for loss of or damage to luggage (including a vehicle) to incidents which are due to the fault or neglect of the Carrier or of its servants or agents acting within the scope of their employment. The said Convention also makes special provision for valuables for which the Carrier accepts no responsibility save where such valuables have been deposited with the Carrier for the agreed purpose of safe keeping in which event the Carrier shall be liable in accordance with the terms of the said Convention. The said Convention also presumes that luggage has been delivered undamaged unless written notice has been given to the carrier (i) in the case of apparent damage before or at the time of disembarkation or re-delivery or (ii) in the case of damage which is not apparent or of loss within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place. Any liability on the part of the Carrier shall be subject to all exemptions and exonerations from and limitations of liability provided by the said Convention and shall in particular be subject (in the case of damage to a vehicle or loss or damage or other luggage) to the deduction of the full amount permitted under Paragraph 4 of Article 8 thereof.
- 12** Subject always to any express provision elsewhere in these conditions and to any compulsory applicable statutory provision the Carrier shall not in any circumstances whatsoever be liable for any injury loss or damage of or to any passenger luggage or other property howsoever whensoever and wheresoever the same may have been caused and notwithstanding that such injury loss or damage may have been caused or contributed to by any fault on the part of the Carrier its servants agents or independent contractors or on the part of any other person from whom the Carrier is or may be responsible or by the seaworthiness of any vessel whether at the time of embarkation or sailing or at any other time whatsoever. Without in any way limiting the generality of the foregoing the above provisions shall apply whether or not the passenger luggage or property was in or on any vessel means of transport place or premises within the control of or occupied by the Carrier and whether or not the luggage or property was in the charge of the Carrier its servants agents or independent contractors.
- 13** Nothing in these conditions shall be in any way construed as restricting or removing the right of the Carrier or of any other carrier or of the servants agents or independent contractors of either of them to any exemption from or limitation of liability accorded to shipowners or other persons by any statute or rule of law for the time being in force. Further the Carrier (if not the owner or demise charterer of a vessel performing any part of the carriage which the Carrier has agreed to undertake) shall have in respect of any passenger or luggage carried on such vessel the same rights of limitation of liability as are given to owners and demise charterers by any statute or rule of law in addition to the rights exemptions from and limitations of liability defenses and immunities conferred by these conditions.

Liability of servants agents and independent contractors

- 14** All rights exemptions from and limitations of liability defenses and immunities of whatsoever nature referred to in any of these conditions shall in all respects ensure also for the benefit of all servants agents and independent contractors of the Carrier while acting in the course of or in connection with their employment or other contract so that in no circumstances whatsoever shall any such servant agent or independent contractor while so acting be under any liability greater than or different from that of the Carrier. For the purposes of the foregoing the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who have been or may become its servants agents or independent contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the contract of which these conditions form part. The performance or prospective performance by such persons of any duties or services in any way directly or indirectly related to or connected with any passenger or luggage and or his or its conveyance or means of conveyance shall be deemed to be good consideration moving from such persons to the passenger. The passenger undertakes and agrees with the Carrier that in no circumstances whatsoever will he sue such servants agents or independent contractors in respect of any fault on their part while acting in the course of or in connection with their employment or other contract as aforesaid.

Liability of the passenger

- 15** The passenger shall at all times comply with any lawful order given by or on behalf of any of the vessel's officers or by any other servant or agent of the Carrier.
- 16** The passenger undertakes that neither he nor his luggage (including any vehicle and any luggage to which Clause 38 of these conditions applies) nor any child or domestic animal accompanying him will cause any danger injury loss or damage of or to the Carrier or its property or any other person or property whatsoever. Further should any such danger injury loss or damage be so caused in circumstances which give rise to any claim against or any liability on the part of the Carrier its servants agents or independent contractors of any of them in respect thereof then the passenger shall indemnify them and each of them against all the consequences of any such claim and any such liability of whatsoever nature the same may be and to whomsoever incurred notwithstanding that such danger injury loss or damage may have been contributed to by some fault on the part of the Carrier its servants agents or independent contractors or by some un-seaworthiness of a vessel.
- 17** To the extent that the Carrier may be liable (whether by contract or at common law) to indemnify any other person in respect of such person's liability for any injury loss or damage of or to any passenger or luggage the passenger concerned shall reimburse to the Carrier any sums paid or payable by the Carrier by way of such indemnity but without prejudice to the Carrier's liability (if any) under these conditions to the passenger concerned.

- 18** In the event of the Carrier providing or obtaining medical assistance of any kind whatsoever for any passenger (which the Carrier shall in its sole discretion be entitled but not obliged to provide or obtain) the passenger shall reimburse to the Carrier upon demand the cost of such medical assistance.

Through carriage

- 19** In so far as any contract or booking relates or gives rise to carriage otherwise than on any vessel or other means of transport owned or operated by the Carrier (whether or not the cost thereof has been included in any fare or other sums paid to the Carrier) the Carrier undertakes only to arrange the same as agent for and on behalf of the passenger with the party or parties providing such carriage and the Carrier shall not be liable for such carriage. In particular and without prejudice to the generality of the foregoing the Carrier shall not be liable for any injury loss or damage of or to any passenger or luggage arising directly or indirectly in relation to or as a result of such carriage howsoever whensoever and wheresoever the same may have been caused and whether or not caused or contributed to by any fault on the part of any party or parties in any way directly or indirectly engaged in providing such carriage nor shall the Carrier be liable for or bound by any statement description information warranty or representation of whatsoever nature made directly or indirectly by or on behalf of any such party or parties engaged in providing such carriage. The passenger hereby authorises the Carrier to contract as his agent with the party or parties providing such carriage on any terms and conditions currently used by such party or parties.

Cancellation or variation of the voyage

- 20** The Carrier does not undertake that vessels will start or arrive on or at the advertised or any particular date or time and all sailings and schedules are (notwithstanding any bookings previously made) subject to cancellation or variation without notice for any cause which the Carrier or the Master reasonably considers to be justified having regard to the prevailing circumstances. In the event of any sailing being cancelled no passenger shall be entitled to any compensation or payment whatsoever save that unless the Carrier and the passenger agree to alternative arrangements for the conveyance of the passenger in accordance with Clause 21 of these conditions the Carrier shall refund to the passenger any fare or other charges paid to the Carrier in respect of that sailing.
- 21** Notwithstanding that a booking may have been made for a particular vessel or route and or for a sailing on or at a particular date or time the Carrier reserves the right to offer to any passenger in substitution for such original booking alternative arrangements of a reasonably similar nature. If the passenger accepts such offer these conditions shall continue to apply as they did to the original booking save that if and in so far as such alternative arrangements involve or give rise to the provision of carriage by some person other than the Carrier the provisions of Clause 18 of these conditions shall apply and the Carrier shall act solely as the agent of the passenger to arrange such carriage and this shall be the case whether or not the passenger is issued with a fresh ticket. Further if the passenger accepts such offer the Carrier shall refund to the passenger the amounts (if any) by which any fare or other charges paid in respect of the original booking exceed those applicable to such alternative arrangements. If the passenger rejects such offer the Carrier shall refund to the passenger any fare or other charges paid to the Carrier in respect of any unperformed part or parts of the carriage or other services the subject matter of the original booking which the Carrier has agreed to undertake. Whether the passenger accepts or rejects such offer the Carrier shall save as aforesaid be under no further liability in respect of the original booking.
- 22** The Carrier or the Master may (notwithstanding any booking previously made) refuse to carry any passenger or luggage on any sailing for any cause relating to the safety of the vessel or any property on board the vessel or to the safety comfort or convenience of any other passenger or any servant agent or independent contractor of the Carrier directly or indirectly involved with the carriage in question. In such circumstances the passenger shall not be entitled to any compensation or payment whatsoever save that the Carrier shall refund to the passenger any fare or other charges paid to the Carrier in respect of that sailing.
- 23** The Carrier and the vessel shall have liberty to carry the luggage or any part thereof on deck or in or on any other part of the vessel to sail with or without the full complement of passengers and luggage booked to sail with or without a pilot to make trial trips to adjust compasses to carry goods or any kind whatsoever dangerous or otherwise to dry dock with or without the luggage or any part thereof on board to tow and assist vessels or be towed in all situations and to proceed on one or more occasions to or from and use any port or ports in any order or rotation for any purpose whatsoever whether in or out of or short of or beyond the route between the termini for the carriage of any passenger or luggage or the customary or advertised route provided that the said liberty shall at all times be exercised reasonably having regard to the prevailing circumstances.
- 24** The Carrier and the vessel shall have liberty for any purpose to carry any passenger or luggage to any port beyond the port of destination notwithstanding that the vessel may have called at such port of destination and/or discharged other passengers or luggage there to carry any passenger or luggage back to the port of destination or to the port of embarkation to tranship any passenger or luggage into (or in the case of luggage onto the deck of) any vessel to land any passenger or luggage to store luggage at any port or place and to forward any passenger or luggage to the port of destination by any route in or on any vessel or other means of transport (to whomsoever belonging) provided that the said liberty shall at all times be exercised reasonably having regard to the prevailing circumstances. None of the foregoing shall entitle any passenger to any payment or compensation whatsoever whether by way of refund of any fare or other charges paid to the Carrier or otherwise.
- 25** If from any cause whatsoever the carriage of any passenger or luggage to the port of destination in the vessel on which the passenger has embarked or the luggage has been loaded or the disembarkation or unloading of any passenger or luggage from such vessel is prevented or hindered for an unreasonable time or is (in the opinion of the Carrier or the Master) likely to be so prevented or hindered or if the continuation of the voyage to the port of destination is (in the opinion of the Carrier or the Master) likely to expose the vessel or her crew or any passenger or luggage to any danger whatsoever the Carrier may at any time cancel the contract and abandon the voyage and thereupon the contract shall be deemed to have been frustrated in law and the passenger shall not be entitled to any payment or compensation whatsoever whether by way of refund of any fare or other charges paid to the Carrier or otherwise.

- 26 Without prejudice to the generality of any other provision of these conditions the Carrier and the vessel shall have liberty to comply with any other directions or advises as to departure arrival routes ports of loading call or discharge stoppages transshipment discharge or destination or otherwise howsoever given by any Government or any department thereof or by any person acting or purporting to act with the authority of any Government or any department thereof or by any Committee or person having under the terms of the war risks insurance on the vessel the right to give such orders directions or advices. The vessel shall have liberty to carry contraband explosives munitions and warlike stores and to sail armed or unarmed.
- 27 The exercise in accordance with these conditions of any liberty or other right provided herein shall not constitute a deviation or a breach of contract as between the Carrier and the passenger but shall form part of and be within the scope of the contract voyage. Any passenger or luggage affected by the exercise of any such liberty or other right shall at all times remain subject to these conditions.

Tickets and fares

- 28 The Carrier is a ticketless operator. Every passenger must whenever so required by a servant of the Carrier quote a valid booking reference number or produce a valid printed e-ticket booking confirmation. If a passenger fails to quote a valid booking reference number or produce a valid printed e-ticket booking confirmation on demand of a servant of the Carrier he shall be liable to pay and shall forthwith pay to the Carrier the fare for the particular sailing or sailings on which the passenger wishes to travel. The Carrier cannot be held responsible if the passenger cannot quote his valid booking reference number or produce a valid e-ticket booking confirmation. Replacements must be paid for at the fare available on the day.
- 29 Accommodation on board vessels for passengers and vehicles is limited and is subject to availability on their chosen date and route. This is the case notwithstanding any information published by the Carrier as to the latest check-in times before departure for any sailings on any of its services.
- 30 Save as otherwise provided in this Clause or in Clause 32 , fares and all other charges must be paid in accordance with the terms of the booking. Charges in respect of berths must be paid at the time of booking.
- 31 The Carrier reserves the right to publish fares and charges in such currency or currencies as it may from time to time determine and to vary the fares and charges so published without notice. If any fare or charge is not paid at the time of booking then the fare or charge to be paid shall be that current at the time of payment. If any fare or charge has been paid three months or more before the earliest sailing date to which the booking relates the Carrier reserves the right to require the passenger to pay prior to embarkation a supplement in respect of any fluctuation in relevant exchange rates or any increase in the Carrier's operating costs notwithstanding that the amount paid by the passenger represented the full fare or charge current at the date of payment.
- 32 Any fares or charges at less than the Carrier's full standard rate are subject to such special terms and conditions as to availability or otherwise as may from time to time be advertised in the Carrier's notices and publications. Fares and charges published by the Carrier (even if in relation to through carriage) do not include the conveyance of passengers and their luggage from ferry terminals to railway or coach stations (or vice versa) which must be arranged by passengers at their own expense.
- 33 The fare for an adult passenger includes any infant passenger under four years of age accompanying that passenger. Save by special arrangement with the Carrier children under sixteen years of age must be accompanied by a responsible adult passenger.
- 34 Berths/Cabin/Club Class reservations are valid only if the passenger has a valid booking reference or valid e-ticket booking confirmation for the same sailing. Berths/Cabins/Club Class must be claimed not later than the advertised sailing time failing which the right to a Berth/Cabin/Club Class will be forfeited without the right to any compensation whether by way of a refund of charges or otherwise and the Carrier shall be entitled to re-allocate the Berth/Cabin/Club Class seat reserved.
- 35 The Carrier shall consider applications for refunds in respect of cancelled bookings and unused tickets subject to the deduction of a cancellation fee from the amount to be refunded. Any refund of any fare shall be at the sole discretion of the Carrier.
- 36 Passengers must be through check in as advised. In the event of passengers failing to check in as advised the Carrier shall be entitled to treat reservations as cancelled without the right to any compensation. **Check-in times.**
- 37 The Carrier shall have a general lien on luggage for all charges due from the passenger. The said lien shall extend to all charges whether or not the amount thereof has been ascertained in money at the time such lien is exercised. The expression "charges" shall include all monies due on any account whatsoever from the passenger to the Carrier any unpaid passage money whether or not a contract was made by the passenger with the Carrier all monies which the Carrier may be or become liable to pay on behalf of the passenger and the costs and expenses of exercising such lien. The said lien shall be exercisable by sale without notice to the passenger at such time and in such manner as the Carrier may desire and the Carrier may deduct from the proceeds of sale the costs and expenses of and incidental to such sale.

Luggage

- 38 An allowance for luggage is made for each passenger. Car Passengers may bring as much as they can fit into or onto their vehicle. Foot Passengers may only bring as much as they can comfortably carry themselves. Day Trip foot-passengers may only take hand luggage (similar to airlines). Luggage in excess of that made for car passengers is subject to availability of height and width space on the car deck. All luggage whether or not within the allowance is subject to these conditions which shall continue to apply during any period when luggage is in any baggage room, locker room, cabin, car deck or public area whether or not manned or supervised by a servant or agent of the Carrier. The passenger must arrange for himself as to the placing on board and removal of luggage.

- 39** Subject to any statute rule order or regulation whatsoever applicable at any relevant port domestic animals are carried at such fares as are from time to time advertised in the Carrier's notices and publications. Domestic animals (except registered guide dogs) are not permitted in passenger accommodation and must be left in vehicles or by special arrangement with the Carrier and subject to availability of space placed in kennels on board. Domestic animals are carried at the entire risk of the passenger and on the express understanding that no liability shall attach to the Carrier its servants agents or independent contractors for any injury loss or damage of or to any domestic animal howsoever whensoever and wheresoever the same may have been caused. All animals travelling on the Ireland /France route need a **Pet Passport**. It is the pet owners responsibility to ensure that all the entry conditions are met otherwise the animal will not be allowed to travel. Further the passenger undertakes that he will comply with all statutes, rules, orders and regulations applicable to domestic animals at any relevant port and that he will indemnify the Carrier its servants agents and independent contractors and each of them against all consequences whatsoever of any failure so to comply. Save as aforesaid domestic animals are carried subject to these conditions.
- 40** No passenger shall bring or cause or permit to be brought on board any luggage of a dangerous explosive or inflammable nature or the carriage of which is prohibited by any statute rule order or regulation whatsoever. Any such luggage which is notwithstanding the foregoing brought on board may at the discretion of the Carrier or the Master be landed at any place destroyed rendered innocuous or otherwise disposed of at any time without notice or compensation to the passenger. Save as aforesaid such luggage is carried subject to these conditions. Passengers travelling with motorhomes, caravans or dormobiles that contain domestic appliances must ensure that the gas supply to these appliances is fully shut off while on board the vessel.
- 41** The Carrier reserves the right for security purposes or otherwise to search any passenger or luggage (including a vehicle). The passenger agrees to submit to such search upon the request of any servant agent or independent contractor of the Carrier.
- 42** All goods other than accompanied luggage vehicles and domestic animals are accepted and carried only on the Carrier's Standard Conditions of Carriage of Goods for the time being in force as set out in the Carrier's notices and publications. Without prejudice to the generality of the foregoing goods to which this clause applies include all unaccompanied luggage and vehicles luggage in advance animals (other than domestic animals) and goods vehicles (whether or not laden and whether or not accompanied). Consignors of all such goods must apply for and obtain a consignment note prior to shipment.

Vehicles

- 43** During the passage vehicles must be locked the handbrake applied and first or lock gear engaged. Access to vehicles is not permitted during the passage. A reasonable amount of petrol may remain in the tanks during the passage but tanks must not be filled to capacity. The flow from the tank to carburetor must be shut off where this is not automatic. Fuel in cans or other containers is not permitted. On disembarkation vehicle engines must not be started until instructed. Passengers are responsible for driving vehicles onto and from the vessel.
- 44** The Carrier reserves the right (at the risk and expense of the passenger) to move vehicles at any time and by any means which it considers necessary. Vehicles with luggage loaded on the roof in excess of six feet (1.82 metres) from ground level or protruding beyond the length of the vehicle are subject to availability of space carried only by special arrangement with the Carrier and at such additional charge as may from time to time be determined by the Carrier. The Carrier reserves the right (at the risk and expense of the passenger) to remove any such luggage loaded on the roof of a vehicle at any time and by any means which it considers necessary.

Insurance

- 45** Passengers are advised to arrange travel insurance. Insurance may be effected through the Carrier - details available on application to any office of the Carrier or its agents.

Pets - Ireland/France Routes

- 46** Irish Ferries participate in the Government controlled Pet Travel Scheme which allows the movement of dogs, cats and ferrets within the EU member states without quarantine restrictions. All animals travelling under this scheme need a **Pet Passport**. It is the pet owners responsibility to ensure that all the entry conditions are met otherwise the animal will not be allowed to travel.

Amendment Fees

- 47** Current **amendment fees** are available on our website www.irishferries.com. Promotional and sale fares may attract special terms and conditions relating to amendment charges. These charges will be listed on the relevant fare pages at www.irishferries.com over the course of the offer booking period.

Cancellation Fees

- 48** Current **cancellation fees** on all routes are available on our website www.irishferries.com. Promotional and sale fares may attract special terms and conditions relating to cancellation charges. These charges will be listed on the relevant fare pages at www.irishferries.com over the course of the offer booking period.

Refunds

- 49** Current **refund policy** for all routes is available on our website www.irishferries.com.

Discounts

- 50** Valid discounts which have been allocated to your customer account must be applied to your booking before outward travel commences as they cannot be applied retrospectively. All discounts are subject to these conditions.

ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974

Article 1 *Definitions*

- 1 In this Convention the following expressions have the meaning hereby assigned to them:
 - (a) "carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing carrier;
 - (b) "performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage;
- 2 "**contract of carriage**" means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;
- 3 "**ship**" means only a seagoing vessel, excluding an air-cushion vehicle;
- 4 "**passenger**" means any person carried in a ship
 - (a) under a contract of carriage, or
 - (b) who, with the consent of the carrier is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;
- 5 "**luggage**" means any article or vehicle carried by the carrier under a contract of carriage, excluding:
 - (a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and
 - (b) live animals;
- 6 "**cabin luggage**" means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle;
- 7 "**loss of or damage to luggage**" includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labour disputes;
- 8 "**carriage**" covers the following periods:
 - (a) with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;
 - (b) with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;
 - (c) with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;
- 9 "**international carriage**" means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.
- 10 "**Organisation**" means the International Maritime Organisation (IMO).

Article 2 *Application*

- 1 This Convention shall apply to any carriage if:
 - (a) it is international carriage and the contract of carriage is made in the United Kingdom; or
 - (b) it is international carriage and, under the contract of carriage, a place in the United Kingdom is the place of departure or destination; or
 - (c) under the contract of carriage, the places of departure and destination are in the area consisting of the United Kingdom, the Channel Islands and the Isle of Man and there is no intermediate port of call outside the area.
- 2 Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport, to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

Article 3 *Liability of the carrier*

- 1 The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or his servants or agents acting within the scope of their employment.
- 2 The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.
- 3 Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss or damage to cabin luggage arose from or in connection with the shipwreck, collision, stranding, explosion or fire, or defect in the ship. In respect of loss of or damage to other luggage, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage. In all other cases the burden of proving fault or neglect shall lie with the claimant.

Article 4 *Performing carrier*

- 1 If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.
- 2 The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.
- 3 Any special arrangement under which the carrier assumes obligations not imposed by this Convention or any waiver of rights conferred by this Convention shall effect the performing carrier only if agreed by him expressly and in writing.
- 4 Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.
- 5 Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

Article 5 *Valuables*

The carrier shall not be liable for the loss or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a higher limit is agreed upon in accordance with paragraph 1 of Article 10.

Article 6 *Contributory fault*

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court.

Article 7 *Limit of liability for personal injury*

The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 700,000 francs (for carriers other than UK carriers) and 100,000 special drawing rights (for UK carriers) per carriage. Where in accordance with the law of the court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.

Article 8 *Limit of liability for loss of or damage to luggage*

- 1 The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 833 special drawing rights per passenger, per carriage.
- 2 The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 3,333 special drawing rights per vehicle, per carriage.
- 3 The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 of this Article shall in no case exceed 1,200 special drawing rights per passenger, per carriage.
- 4 The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 117 special drawing rights in the case of damage to a vehicle and not exceeding 13 special drawing rights per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

Article 9 *Monetary unit and conversion***Unit of Account or Monetary Unit and conversion**

- 1 The Unit of Account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Articles 7 and 8 shall be converted into the national currency of the State of the Court seized of the case on the basis of the value of that currency on the date the judgement or the date agreed upon by the parties. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect as the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner by that State.
- 2 Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of ratification or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:
 - (a) in respect of Article 7, paragraph 1, 700,000 monetary units
 - (b) in respect of Article 8, paragraph 1, 12,500 monetary units
 - (c) in respect of Article 8, paragraph 2, 50,000 monetary units
 - (d) in respect of Article 8, paragraph 3, 18,000 monetary units
 - (e) in respect of Article 8, paragraph 4, the deductible shall not exceed 1,750 monetary units in the case of damage to a vehicle and shall not exceed 200 monetary units per passenger in the case of loss of or damage to other luggage.

Article 10 *Supplementary provisions on limit of liability*

- 1 The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.
- 2 Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

Article 11 *Defenses and limits for carriers' servants*

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, such servant or agent, if he proves that he acted within the scope of his employment shall be entitled to avail himself of the defenses and limits of liability which the carrier or the performing carrier is entitled to invoke under this Convention.

Article 12 *Aggregation of claims*

- 1 Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.
- 2 In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.
- 3 In any case where a servant or agent of the carrier or of the performing carrier is entitled under Article 11 of this Convention to avail himself of the limits of liability prescribed in Articles 7 and 8, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits.

Article 13 *Loss of right to limit liability*

- 1 The carrier shall not be entitled to the benefit of the limits of liability prescribed in Articles 7 and 8 and paragraph 1 of Article 10, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.
- 2 The servant or agent of the carrier or of the performing carrier shall not be entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

Article 14 *Basis for claims*

No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Convention.

Article 15 *Notice of loss or damage to luggage*

- 1 The passenger shall give written notice to the carrier or his agent:
 - (a) in the case of apparent damage to luggage:
 - (i) for cabin luggage, before or at the time of disembarkation of the passenger;
 - (ii) for all other luggage, before or at the time of its re-delivery;
 - (b) in the case of damage to luggage which is not apparent, or loss of luggage, within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.
- 2 If the passenger fails to comply with this Article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.
- 3 The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

Article 16 *Time-bar for actions*

- 1 Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years.
- 2 The limitation period shall be calculated as follows:
 - (a) in the case of personal injury, from the date of disembarkation of the passenger;
 - (b) in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation.;
 - (c) in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.
- 3 The law of the court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation should have taken place, whichever is later.
- 4 Notwithstanding paragraph 1, 2 and 3 of this Article, the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen. The declaration or agreement shall be in writing.

Article 17 *Competent jurisdiction*

- 1 An action arising under this Convention shall, at the option of the claimant, be brought before one of the courts listed below:
 - (a) the court of the place of permanent residence or principal place of business of the defendant, or
 - (b) the court of the place of departure or that of the destination according to the contract of carriage, or
 - (c) a court of the State of the domicile or permanent residence of the claimant; if the defendant has a place of business and is subject to jurisdiction in that State, or
 - (d) a court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.

- 2 After the occurrence of the incident which caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

Article 18 *Invalidity of contractual provisions*

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to his luggage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in paragraph 4 of Article 8, and any such provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option specified in paragraph 1 of Article 17, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.

Article 19 *Other conventions on limitation of liability*

This Convention shall not modify the rights or duties of the carrier, the performing carrier, and their servants or agents provided for in international conventions relating to the limitation of liability of owners of seagoing ships.

Article 20 *Nuclear damage*

No liability shall arise under this Convention for damage caused by nuclear incident:

- (a) if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29th July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28th January 1964¹ or the Vienna Convention of 21st May 1963 on Civil Liability for Nuclear Damage², or
- (b) if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions.

Article 21 *Commercial carriage by public authorities*

This Convention shall apply to commercial carriage undertaken by States or Public Authorities under contracts of carriage within the meaning of Article 1.

¹ Treaty Series No. 69 (1968), Cmnd 3755.

² Miscellaneous No. 9 (1964), Cmnd 2333.

(Articles 22 - 28 relate to declaration of non-application, signature, ratification, accession, entry into force, denunciation, revision, amendment, depositary, languages and are not reproduced here.)