



IRISH FERRIES

Irish Ferries Scheme

relating to

the Cancellation of Certain Sailings of the W.B. YEATS in 2018



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Introduction

Irish Ferries has devised this scheme with the agreement of the National Transport Authority to provide compensation to qualifying passengers in accordance with Article 18 and Article 19 of Regulation 1177/2010 because of the cancellation of certain sailings on the W.B. YEATS in 2018. The sailings were cancelled because the vessel was delivered late to Irish Ferries by the shipyard building the vessel.

If a passenger makes a claim or is compensated under this scheme, then the passenger is warranting and confirming to Irish Ferries that: the claim is made in good faith and is accurate and truthful in all respects; all claims must be supported by the necessary written evidence substantiating that particular claim; and no claim may be made which would result in overcompensation or multiple claims being made on the same basis or trip. A single claim is to be made in respect of each booking (i.e., one passenger named on the booking makes a claim on behalf of all the persons named on the booking). If multiple claims are made in respect of the same booking then the claim made by the passenger earliest named on the booking is deemed to be the only valid claim under the scheme provided that such a claim covers all passengers in that booking.

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Glossary of Terms (in alphabetical order)

Closing Date of the Scheme	The date on which the Scheme closes for additional <i>applications</i> for payment under the Scheme (i.e., 31 May 2022 at 23:59 Dublin time).
Duration of the Scheme	The Scheme will be open for applications for payment from 01 March 2022 (i.e., the "Opening Date of the Scheme") and remain open until 31 May 2022 at 23:59 Dublin time (i.e., "Closing Date of the Scheme").
Final Destination	The place set out in the transport contract, that is to say, the port of disembarkation indicated in that transport contract.
Opening Date of the Scheme	The date on which the Scheme opens for additional applications for payment under the Scheme (i.e., 01 March 2022).
Payment Window	Payments will be made by Irish Ferries and will be made to the lead passenger named in the Transport Contract: (a) within 2 months of the Opening Date of the Scheme; or (b) within 2 months of the passenger providing all the required journey evidence; or (c) within 2 months of the passenger agreeing the payment method and providing all the required information for receiving such payments (whichever of (a), (b) or (c) is the latest). Any other scenario, which has not been contemplated by (a), (b) or (c) will be dealt with in good faith by Irish Ferries.
Qualifying Article 18 Passenger	An individual who had a Transport Contract to sail as a passenger on the W.B. YEATS on a Relevant Sailing and is entitled to reimbursement under Article 18 of Regulation 1177/2010.
Qualifying Article 19 Passenger	An individual who had a Transport Contract to sail as a passenger on the W.B. YEATS on a Relevant Sailing and is entitled to compensation under Article 19 of Regulation 1177/2010.
Regulation 1177/2010	Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004.



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Relevant Sailing

A cancellation of one or more of the following sailings on the W.B. YEATS in 2018:

Booked Leg	Originating	Outbound Leg Cancelled	Return Leg Cancelled
Single	Ireland	Yes	N/A
Return	Ireland	Yes	Yes
Return	Ireland	Yes	No
Return	France	No	Yes

Scheme

This scheme document and the scheme operated in accordance with this document. The Scheme applies only to passengers making a claim under Article 18 and/or Article 19 of Regulation 1177/2010 and under this Scheme. The Scheme does not apply to any other claim.

Kilometre Rate

11c per kilometre (based on the range of Automobile Association ("AA") rates for 2018 for petrol cars – the rate will apply to all types of car, including diesel cars even though the kilometre rate for diesel cars would be lower).

Scope of the Scheme

The Scheme applies to Qualifying Article 18 Passengers and/or Qualifying Article 19 Passengers booked on one or more Relevant Sailings in 2018 on the vessel W.B. YEATS.

Ticket Price

The price actually paid includes the costs relating to the additional optional services chosen by the passenger, such as the booking of a cabin or a kennel, or access to premium lounges.

Transport Contract

The contract of carriage between Irish Ferries and a passenger for the provision of one or more passenger services or cruises.



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Article 18: Re-routing and reimbursement in the event of a cancelled or delayed departure

Qualifying Article 18 Passengers

For the purposes of Article 18 of Regulation 1177/2010, the Scheme applies to those passengers who:

1. did not receive reimbursement of the Ticket Price paid and were re-routed due to their booked leg or legs (as the case may be) being cancelled on a Relevant Sailing; and
2. have submitted before the Opening Date of the Scheme or during the Duration of the Scheme a valid claim, supported by written evidence, demonstrating that, **solely as a result of the re-routing**, they **reasonably and necessarily incurred** net **additional** motoring costs (i.e., fuel & tolls), net additional transport/travel costs (in the case of foot passengers) and/or other additional direct costs strictly conditional on such direct costs satisfying the criteria of being wholly, exclusively and necessarily incurred as a result of the re-routing.

Journey Evidence

It is for the Qualifying Article 18 Passenger to demonstrate, by way of written evidence which validates and substantiates the claim, the existence of the net *additional* motoring costs which were reasonable for the passenger to incur as a result of re-routing.

This may be demonstrated by providing evidence of where the passenger started and/or ended the journey(s). For example, in the case of a journey to, or from, a passenger's home country, the address on the booking is deemed to be the home address from where the journey commenced and/or where the journey ended. In effect, the net additional kilometre cost is calculated by the difference in kilometres in driving to or from Rosslare instead of Dublin, or Roscoff instead of Cherbourg. The claimant may provide any other evidence in respect of the journey. It is important to note that no more than the net *additional* motoring costs, net *additional* transport/travel costs (in the case of foot passengers) or other *additional* direct costs wholly, exclusively and necessarily incurred solely as a result of the re-routing will be considered for reimbursement.

Reimbursement Scheme

Qualifying Article 18 Passengers will be paid:

- In the case of a passenger who was driving, the net additional cost of the difference in costs paid in driving to or from Rosslare instead of Dublin, or Roscoff instead of Cherbourg, at cost.¹ These will include:
 - Road tolls; and
 - The net additional cost of the net difference in kilometres for driving from the place where the journey commenced for the *additional* element of the journey (e.g., the net additional cost of the difference in kilometres in driving to or from Rosslare instead of Dublin, or Roscoff instead of Cherbourg). The net additional cost shall be the product of the net difference in kilometres and the Kilometre Rate.²

The original intended journey is deducted from the length of the actual journey undertaken. So for example, compensation would be paid for the net journey (e.g., if a passenger's booking address was Drogheda in Ireland then it is calculated as "(the distance from Drogheda to Rosslare) minus (the distance from Drogheda to Dublin)"). If the additional journey is shorter than the original journey then no compensation is paid (e.g., a passenger living nearer to Rosslare or Roscoff than to Dublin or Cherbourg (respectively) would have incurred less expenditure than if the booked sailings on the WB YEATS had occurred so no compensation is payable as the passenger would have made a saving.

- In the case of a foot passenger, the net additional cost of the difference in transport/travel costs in travelling to or from Rosslare instead of Dublin, or Roscoff instead of Cherbourg.
- In the case of any passenger, other additional direct costs satisfying the criteria of being wholly, exclusively and necessarily incurred solely as a result of the re-routing.

¹ Calculated based on journey evidence supplied by the passenger and verified by www.viamichelin.ie and www.viamichelin.fr.

² Calculated based on valid journey evidence supplied by the passenger and in line with AA Cost of Motoring 2018, Operating Cost per Kilometre, Band C. See www.theaa.ie/aa/motoring-advice/cost-of-motoring.aspx The AA data set is used as a proxy for the cost of motoring for Ireland, the UK and France. It is being paid on the basis of all cars being petrol-driven even though the majority of cars at the time would have been diesel-driven.



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Article 19: Compensation of the ticket price in the event of a delay in arrival

Qualifying Article 19 Passengers

The below compensation scheme will be applied to those passengers who:

1. did not receive reimbursement of the Ticket Price paid; and,
2. have submitted, either before the Opening Date of the Scheme or during the Duration of the Scheme, a claim for compensation for delayed arrival; and,
3. arrived at the originally scheduled Final Destination with a delay that exceeds the thresholds laid down in Article 19.1 of Regulation 1177/2010, or who never arrived at the originally scheduled Final Destination but who arrived in the country of the Final Destination with a delay that exceeds the thresholds laid down in Article 19.1 of Regulation 1177/2010; and,
4. were delayed due to their booked leg or legs being cancelled on a Relevant Sailing.

Compensation

Qualifying Article 19 Passengers will be paid:

- For a delay of 3 hours in the case of a scheduled journey of more than 8 hours, but not exceeding 24 hours: 25% of the Ticket Price paid; or
- For a delay of 6 hours in the case of a scheduled journey of more than 8 hours, but not exceeding 24 hours: 50% of the Ticket Price paid.

Where the transport is for a return journey, compensation for delay in arrival on either the outward or the return leg will be calculated in relation to half of the Ticket Price paid for the transport by that passenger service.



Application Process

To simplify the operation of the Scheme, the following process will apply:

- Any passenger who made a claim *before* the Opening Date of the Scheme: There is no need for such a passenger to make a fresh claim or to communicate with Irish Ferries. Irish Ferries will write to such passenger, at the email address previously provided by the passenger or, if no email address was provided, by post to the address provided on the booking, within two months of the Opening Date of the Scheme and advise the passenger of their entitlement or otherwise of a payment (and if entitled, the amount of such a payment) or whether they need to supply additional evidence to validate and substantiate the claim.
- Any passenger who has not made a claim before the Opening Date of the Scheme: such passenger should make a claim to the following email address: WBYeats2018@irishferries.com and will then receive a link to a simple web-based form to provide their journey evidence, account details for payment and any other details required. Irish Ferries will respond within 2 months indicating whether a payment is to be made or not and whether further evidence (and, if so, what type) is needed.
- If any passenger supplies outstanding information after the Closing Date of the Scheme, Irish Ferries will still honour the payment after all the outstanding information has been supplied notwithstanding that the Scheme has closed but such a passenger is encouraged to supply the outstanding information as soon as possible.
- A single claim is to be made in respect of each booking (i.e., one passenger named on the booking makes a claim on behalf of all the persons named on the booking).

All correspondence from passengers should be sent to Irish Ferries only and at WBYeats2018@irishferries.com. All such correspondence will be responded to by email only. In the event that passengers are unable to submit correspondence electronically, correspondence will be facilitated by post.

Pre-Existing Claims

Any claim made prior to the Opening Date of the Scheme will be deemed to have been an application for payment/claim for the purposes of the Scheme and to have been received by Irish Ferries on the Opening Date of the Scheme.



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Payments and Correspondence

For the avoidance of doubt and as mentioned above, all Qualifying Article 18 Passengers and/or Qualifying Article 19 Passengers (as appropriate) will be contacted by Irish Ferries only and they will be contacted and be advised of:

- The reimbursement and/or compensation that may be due to them; and
- In the case of reimbursement, the journey evidence required from the passenger, if any.

Payments will be made during the Payment Window. In line with current safe refund procedures and best practice, a payment will be made only by way of a transfer to the bank account of the claimant passenger for the benefit of that passenger and all other passengers named on that booking – this avoids the transmission of card details and is a system that has worked well in the past. The passenger receiving payment accepts such monies or money's worth from Irish Ferries in trust for the other passengers on the booking and is responsible for any necessary distribution of such monies or money's worth to the other passengers. The payment of the money or money's worth to the lead passenger discharges all liability for Irish Ferries to the passengers named in the relevant Transport Contract in respect of the cancellations under Regulation 1177/2010. Correspondence relating to this Scheme will only be entered into by Irish Ferries with the claimant/lead passenger and no other passenger. Payments will be made net of any payment previously paid, e.g. for change of cabin grade or optional services. If the claimant passenger agrees then the payment may be paid in vouchers and/or other services under conditions that are flexible, particularly regarding the period of validity and the destination. In the interests of the efficiency of the scheme, claims of less than EURO 6 are discouraged but may be made.