

***Argyll*Ferries**

# Conditions of Carriage

[www.argyllferries.co.uk](http://www.argyllferries.co.uk)

# Conditions of Carriage

## ARGYLL FERRIES LIMITED

### IMPORTANT NOTICE

**YOUR ATTENTION IS BROUGHT TO THIS NOTICE AND TO THE CONDITIONS OF CARRIAGE OF THE COMPANY WHICH ARE SET OUT IMMEDIATELY BELOW THE "SPECIAL NOTICE IN RESPECT OF INSURANCE" THAT FOLLOWS THIS NOTICE. YOU SHOULD READ THIS NOTICE AND THE CONDITIONS OF CARRIAGE OF THE COMPANY PRIOR TO THE PURCHASE OF ANY TICKET FROM OR THE ENTRY INTO ANY CONTRACT WITH THE COMPANY.**

You are advised to familiarise yourself with the Conditions of Carriage of the Company and with the provisions of the Athens Convention which are incorporated within and form part of the Conditions of Carriage of the Company. The Athens Convention, in most circumstances, limits the liability of a carrier for the death of or personal injury to a Passenger and/or the loss of or damage to the luggage of such Passenger and makes special provision for valuables. The salient provisions of the Athens Convention are summarised immediately below paragraph 11 of the following Conditions of Carriage of the Company and a copy of the Athens Convention is available from the Group Insurance Manager, David MacBrayne Limited, The Ferry Terminal, Gourock, PA19 1QP.

Your attention is also drawn to the Regulations applicable to the carriage of dangerous goods and substances by sea, as contained in the Dangerous Substances in Harbour Areas Regulations 1987, the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 and, additionally, to the Company's own Regulations applicable to the conveyance of petrol, fuel oil and cylinders of liquefied hydrocarbon gas, all of which Regulations are incorporated within and form part of the Conditions of Carriage of the Company. A list of the items/materials constituting dangerous goods and substances is set out immediately below paragraph 19 of the Conditions of Carriage of the Company. A copy of each of the foregoing Regulations is also available on request at any of the Company's offices.

You should note that the Conditions of Carriage of the Company are themselves incorporated within and form part of any and all contracts of carriage entered into by you with the Company.

Every reasonable effort has been made to ensure that the Conditions of Carriage of the Company are as clear and easy to understand as possible. If, however, there is any word, phrase or matter contained within the Conditions of Carriage of the Company that you do not understand, you should contact, prior to the purchase of any ticket from or the entry into any contract with the Company, a member of staff of the Company who will either provide you with the requisite explanation or, if unable to do so, will guide you to another member of staff of the Company capable of providing such explanation. You may also write to the customer services department of the Company at the address set out at the end of the Conditions of Carriage of the Company. In undertaking any of these acts you will not affect your rights under law.

### SPECIAL NOTICE IN RESPECT OF INSURANCE

You are advised to consider and purchase insurance as appropriate taking into account the following Conditions of Carriage of the Company.

## CONDITIONS OF CARRIAGE OF ARGYLL FERRIES LIMITED

### PREAMBLE

These Conditions of Carriage (the "**Conditions**") of Argyll Ferries Limited (the "**Company**") are incorporated within and form part of any and all contracts of carriage entered into by Passengers, Shippers and Users (as defined below) with the Company.

The Conditions are set out for ease of reference in 5 sections as follows:-

- A Preliminary**
- B Conditions in respect of the Vessels/Services**
- C Liability etc**
- D Regulations in respect of Dangerous Goods and Substances**
- E General Matters**

### A PRELIMINARY

#### Definitions

1. In these Conditions, the following terms and expressions shall have the meaning set below them respectively:-

**"Additional Loss or Damage"** means loss of profits, loss of business and/or any other indirect or consequential loss or damage (that is, loss or damage which does not flow naturally or directly as a result of or from the relevant breach by the Company of its contractual or other duties to Passengers, Shippers and Users);

**"the Athens Convention"** means the Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens in 1974 and the 1976 Protocol to such Convention, all as incorporated into the law of the United Kingdom of Great Britain and Northern Ireland ("**the United Kingdom**") under sections 183 and 184 of and schedule 6 to the Merchant Shipping Act 1995;

**"cabin luggage"** means luggage which a Passenger has in his possession, custody or control including, but not being limited to, goods which the Passenger has (brought onto the Vessel on an accompanied basis by the Passenger) and which, subject to such reasonable restrictions as to size and substance as may from time to time be published by the Company, a list of which restrictions shall be available to a Passenger at his request from any of the Company's offices;

**"Consignor"** and **"Consignee"** means the sender and the recipient respectively of goods, in respect of which a contract of carriage is made with the Company by consignment note or is deemed to be so made in terms of Condition 4(d);

**"goods"** means, subject to such reasonable restrictions as to size and substance as may from time to time be published by the Company (a list of which restrictions shall be available to an Owner at his request from any of the Company's offices), all articles, items and substances except luggage;

**"Hague Visby Rules"** means the Rules contained in the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25<sup>th</sup> August 1924, as amended by the Protocol to amend the said Convention signed at Brussels on 23<sup>rd</sup> February 1968;

**"luggage"** means, subject to such reasonable restrictions as to size and substance as may from time to time be published by the Company (a list of which restrictions shall be available to a Passenger at his request from any of the Company's offices), any item of goods, dog or other pet animal carried by the Company under a contract of carriage with the Company;

**"Owner"** means the person who holds himself out to be the person (whether as a Passenger, Shipper, User, Consignor or Consignee or in any other capacity whatsoever) for whom the relevant contract for the carriage of luggage, goods, is carried out by the Company and shall include any employee, representative, agent or contractor (or sub-contractor of such contractor) of any such person;

**"Passenger"** means any person travelling on a ticket or any person who requires to travel on a ticket issued or (where the practice of the Company is to issue tickets on board its Vessels) to be issued by or on behalf of the Company, including, but not being limited to, any person in charge of luggage or goods, whether or not a ticket is issued to that person and any person who is entitled to use the Services without charge whether or not a complimentary ticket or free pass is issued to such person;

**"Services"** means the services offered from time to time by the Company;

**"Shipper"** means a shipper of luggage or goods on or in respect of any Vessel;

**"Ticket"** means a valid boarding voucher which shows that the holder is entitled to use the Company's services;

**"User"** means any person utilising the facilities offered by or on a Vessel;

**"Vessel"** means any ship, vessel or ferryboat owned by or chartered to or hired or used by the Company in respect of the Services.

## **Interpretation**

2. (a) The headings in these Conditions are for convenience only and shall not affect their interpretation.
- (b) In these Conditions, a general Condition shall not be restricted in its application by express special Conditions and the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or being followed by particular examples.
- (c) In these Conditions, words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; words importing natural persons shall include corporations and vice versa; and words importing the whole shall be treated as including a reference to any part thereof.
- (d) Any reference to a statute, convention, protocol, code, regulation, publication or order in these Conditions shall be construed as a reference to that statute, convention, protocol, code, regulation, publication or order as amended, re-enacted, modified or extended by other provisions at the relevant time and from time to time; shall be construed as including references to any provision of which they are re-enactments (whether with or without modification); and shall be construed as including references to any order, instrument, regulation or other subordinate legislation made pursuant to or as a result of them.
- (e) Any reference to a Condition shall be to the appropriate provision of these Conditions.

(f) If any provision of these Conditions shall to any extent be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not consequently in any way be affected or impaired and each of the provisions of these Conditions shall be valid, legal and enforceable to the fullest extent permitted by law.

(g) Any concession or latitude allowed by the Company to Passengers, Shippers, and Users at any time shall not affect the Company's rights under the provisions of these Conditions or release Passengers, Shippers and Users from liability in respect of such provisions.

### **Carriage Undertaken**

3. (a) Passengers, luggage, and goods, shall be accepted for carriage and shall be carried by the Company under these Conditions which, subject to the Athens Convention and other provisions of the law of Scotland, subject to the Athens Convention and other provisions of the law of Scotland, restrict the liability of the Company for the death of or injury to such Passengers and/or restrict and in certain circumstances exclude the liability of the Company for the loss of or damage to such luggage or goods occurring on the Vessels and/or in the context of the Services.

(b) These Conditions shall apply at all times when the Vessels and/or vehicles owned or hired by or chartered to the Company are used in the context of the Services and/or during all loading and unloading operations at assembly areas, roll-on/roll-off terminals, piers and slipways whether or not these are owned, managed or used by the Company and during trans-shipment between vessels generally and into and from ferryboats whether or not these are owned, managed or used by the Company.

### **Principal forms of Contract of Carriage**

4. The following shall comprise the principal forms of contract of carriage which the Company undertakes and to which these Conditions apply:-

(a) The carriage of a Passenger.

(b) The carriage of an item of goods which when accompanied by a Passenger is carried as luggage.

(d) The shipment and carriage of any item of goods under a consignment note in the form adopted from time to time by the Company.

### **Agency in respect of Passengers**

5. Where a single ticket is issued in respect of a number of Passengers travelling in a group, the person to whom the ticket is issued shall be held to have contracted with the Company as agent for and on behalf of all the Passengers in the group travelling on that ticket, such that all such Passengers shall be deemed to have entered into a contract of carriage with the Company subject to these Conditions and the person to whom the ticket is issued shall be deemed to have warranted that he has authority so to contract on behalf of all of the Passengers travelling on such ticket.

### **Deemed Ticketing or Deemed Consignment**

6. If, owing to any cause whatsoever, any item of goods is carried without a consignment note as appropriate being issued, the Company shall only be liable to and shall only carry and/or deliver the same subject to these Conditions just as if a

consignment note containing reference to these Conditions had been issued by the Company to the relevant Owner.

## **B CONDITIONS IN RESPECT OF THE VESSELS/SERVICES**

### **Discretion as to Carriage**

7. The Company shall be entitled acting reasonably to refuse to carry any Passenger and/or his luggage and/or to receive or ship any item of goods,(or, where appropriate, any part thereof) notwithstanding that it may previously have agreed to carry, receive or ship the same.

### **Variations with regard to Sailing**

8. (a) Although the Company will make every reasonable effort to carry Passengers and/or their luggage in a particular Vessel or carry or ship any item of goods, in the first available or on a particular Vessel or on a particular day or on a particular route or at a specific time, the Company does not guarantee that it will do so. The Company additionally may, acting reasonably, trans-ship Passengers and/or their luggage or any item of goods, from one Vessel to another.

(b) Although the Company will make every reasonable effort to avoid such an outcome, Vessels shall not be obliged to sail according to any advertisement, sailing bill and/or notice and, accordingly, notwithstanding such advertisement or notice, may sail on any other day or at any other hour not specified in such advertisement, sailing bill and/or notice. Vessels may:-

(i) sail with or without pilots;

(ii) tow and assist other vessels or be towed;

(iii) call at various ports in any order on either the outward or the return voyage; and/or

(iv) call at, or off, or may stay at, any intermediate port, whether on or off the customary route, for any reasonable purpose whatsoever and whether such calling is or is not mentioned in any advertisement, sailing bill and/or notice.

(c) In the event of a delay or cancellation to a sailing, the Company shall make all reasonable efforts to ensure the comfort of its Passengers. Depending on the circumstances, and always at the Company's discretion, this may include reasonable refreshments, meals and accommodation at the Company's expense, subject at all times to facilities and services being available locally.

### **Impediments to Loading, Carriage etc**

9. If, in the reasonable opinion of the Company, the loading, carriage, trans-shipment, unloading or delivery (as appropriate) of any Passenger, their luggage, or item of goods, is impeded directly or indirectly by:-

(a) the imminence, outbreak or existence of war or by any exercise of control over the use or movements of the Vessels or their cargo by any government or other authority (which expression throughout these Conditions shall be deemed to include, but is not limited to, any international or other body or organisation capable of exercising and so doing as a matter of fact the powers of a government or authority or any department of such government or authority);

(b) the prohibition, restriction or control of commercial or other transportation by any government or other authority or by the taking of any measures by any government or other authority in consequence of or connected with any of the matters set out in Condition 9(a) or otherwise;

(c) fire, natural and other disasters, Acts of God, terrorist activities, quarantine, sanitary, customs or labour regulations, lock-outs, strikes or disturbances (whether or not the Company is party to them), ice, surf, bad weather, congestion or closure of ports, perils of the sea, rivers and navigation, defects in or break down of machinery and/or any of the Vessels, absence from any cause whatsoever of full facilities for loading, trans-shipment, unloading or delivery or by any danger or delay howsoever caused to any of the Vessels and/or the Passengers and cargo carried in or on such Vessels; and/or

(d) any other matter beyond the control of the Company

then the Company shall have the right at any time before or after the commencement of the voyage to cancel the engagement, abandon or suspend the voyage, alter, vary or depart from the proposed or advertised or agreed or customary route and/or delay or detain the Vessel so affected or any of the Vessels at or off any port or place and/or disembark, trans-ship and forward such Passenger, luggage, or item of goods, at any port or place.

### **Compliance with Orders**

10. (a) The Company and/or the master of a relevant Vessel shall have the liberty, acting reasonably, to comply with any orders, directions and/or advice as to departure, arrival, routes, ports of call or unloading, stoppages, trans-shipment or destination or otherwise howsoever given by any government or other authority or by any committee or persons having under the terms of any insurance taken out by the Company in respect of a relevant Vessel the right to give such orders, directions and/or advice.

(b) If by reason of and/or in compliance with any such orders, directions and/or advice an act is undertaken or omitted to be undertaken, such action or omission shall not be deemed a deviation from or of the Services and delivery in accordance with such orders, directions and/or advice or, in the case of Passengers, arrival at the appropriate port shall be a fulfilment of the contract of voyage and the freight or the Passenger fare, as the case may be, shall be payable accordingly (or, if already paid, shall not be refunded).

### **C LIABILITY ETC**

#### **Liability under the Athens Convention and the Hague Visby Rules**

11. (a) The provisions of the Athens Convention are incorporated within and form part of these Conditions and shall apply in every situation involving the death of or personal injury to a Passenger or the loss of or damage to the luggage of such Passenger occurring on board a Vessel.

(b) The incorporation of the Athens Convention in these Conditions shall not be construed so as to restrict or remove the right of the Company to any limitation of or exemption from liability accorded to shipowners or other persons by any statute, convention, protocol, code, regulation, publication or order for the time being in force in the United Kingdom. Any exemption or limitation from liability afforded to the Company whether under the Athens Convention or otherwise under the law of Scotland shall extend to its employees and agents acting within the course and scope of their respective employment/agency.

(c) Any liability of the Company under the Athens Convention shall be subject to a deductible, to be applied at the discretion of the Company, of the maximum numbers of units of account referred to in Article 8 of the Athens Convention in respect of loss of or damage to luggage.

(d) Goods are carried by the Company in accordance with the provisions of the Hague Visby Rules save that Article III Rule 8 of the said Rules shall not apply. Should provisions in these Conditions restrict the Company's liability to an extent greater than provisions of the Rules, the provisions in these Conditions shall prevail over the provisions in the Rules.

### **Explanatory Note relating to the Athens Convention**

It is brought to the attention of Passengers, Shippers and Users that the Athens Convention in most circumstances limits the liability of a carrier for the death of or personal injury to a Passenger and/or the loss of or damage to the luggage of such Passenger and makes special provision for valuables.

The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the relevant carrier (a) in the case of apparent damage, before or at the time of disembarkation or redelivery or (b) 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.

Under the Athens Convention, any action for damages arising out of the death of or personal injury to a Passenger and/or for the loss of or damage to luggage shall be time-barred after a period of 2 years calculated (a) in the case of personal injury, from the date of disembarkation of the Passenger or (b) in the case of death occurring during carriage, from the date when the Passenger should have disembarked or (c) 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 3 years from the date of disembarkation or (d) 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.

Any damages payable by the Company under the Athens Convention are reduced in proportion to any contributory negligence (fault) of the Passenger and by the maximum limits specified in the Athens Convention.

Passengers should note that the Company cannot benefit from the limitations set out in the Athens Convention where the Company is shown to have intent to damage or where it exhibits reckless behaviour.

### **Explanatory Note Relating To The Hague Visby Rules**

The Hague Visby Rules impose duties upon the carriers of goods by sea relating to the care of those goods, and in return allow those carriers to limit their liability in respect of any loss or damage to the goods.

### **Liability in other situations**

#### **12. (a) Death/Personal Injury**

In situations not covered by the Athens Convention, the Company shall be liable for the death of or personal injury to Passengers, Shippers and Users caused by the negligence of the Company and/or its employees or agents acting within the course and scope of their respective employment/agency.



(b) **Time Limit for Claims**

Any claim which is not covered by the Athens Convention or by the Hague Visby Rules must be notified in writing on the Company within 28 days of disembarkation or of the date when the claimant first had knowledge of the material facts giving rise to the claim, whichever date is the later, and any action thereon must be commenced within two years of such date. Unless these time limits are complied with the Company shall be under no liability to the Passenger whatsoever

(c) **Dogs and other Pet Animals**

The Company shall not be liable for the loss of or injury to dogs and other pet animals, even if caused by negligence on the part of the Company and/or its servants and/or its employees and/or its agents and/or its independent contractors and/or their sub-contractors.

(d) **Defect/Failure of any Services**

The Company shall not be liable for loss or damage arising from a defect in or failure of any of the Services where such defect or failure is caused by:-

- (i) the fault of a Passenger;
- (ii) the fault of a third party (that is, a party other than an employee or agent of the Company acting within the course and scope of his respective employment/agency);
- (iii) unusual and unforeseeable circumstances beyond the control of the Company; and/or
- (iv) the matters set out in Conditions 8, 9 and 10.

(e) **Additional loss or damage**

The Company shall not be liable under any circumstances for any Additional Loss or Damage whatsoever suffered or incurred by any Passenger, Shipper and/or User howsoever caused, and even if caused by negligence on the part of the Company and/or its servants and/or its employees and/or its agents and/or its independent contractors and/or their sub-contractors.

(f) **Benefit of all rights and exemptions**

The passenger agrees that the Vessel, its owner, master and crew and any employee or servant or agent or independent contractor or sub-contractor of independent contractor of the Company shall have the benefit of all rights and exemptions under these conditions. For this purpose the Company is or shall be deemed to be acting as agent or trustee of all persons who are, were or might be at any time such an owner, master, member of the crew, employee or servant or agent or independent contractor.

(g) **Company acting as agent**

In making arrangements for any accommodation, tours, shore excursions, transportation, and service of any description whatsoever, the Company acts only as the agent of the Passenger and does so on the express condition that no liability of any kind howsoever caused shall attach to the Company in connection with or arising out of such arrangements, even in circumstances where there has been negligence

on the part of the Company and/or its servants and/or its employees and/or its agents and/or its independent contractors and/or their sub-contractors.

(h) **Medical attention**

In the event that medical attention of any kind or ambulance assistance (shore, sea or air) may be necessary and is provided or ordered by the Company or the Vessel's Owners, Master or crew, the Passenger (or personal representative of the Passenger) for whom the services was obtained shall be liable for the full costs thereof.

**Lighterage Expense**

13. (a) Unless otherwise agreed, all lighterage, cartage or other haulage whether before, during or after shipment in or on a Vessel shall be entirely at the Owner's expense.

**No Undertaking as to Notice of Arrival of Goods etc**

14. (a) The Company does not undertake to send any notice of the Company's receipt of any goods or luggage for the purpose of carriage and the Company does not undertake to send any notice of the arrival of any goods or luggage subsequent to carriage.

(b) The Company shall have no liability whatsoever for loss of or damage to any goods or luggage given into the custody of the Company more than two hours before the departure time of the Vessel upon which the carriage of the goods or luggage is intended to take place, and the Company shall have no liability whatsoever for loss of or damage to any goods or luggage left in the custody of the Company more than one hour after discharge, save where the party bringing a claim in respect of such loss or damage can show that the loss or damage occurred within a period beginning two hours before the relevant sailing time and ending one hour after the relevant discharge, in which case the other exclusions of liability set out in these conditions shall apply. The exclusion of liability set out in this clause shall apply even in circumstances where there has been negligence on the part of the Company and/or its servants and/or its employees and/or its agents and/or its independent contractors and/or their sub-contractors.

**No undertaking as to safe custody of jewellery etc**

15. The Company undertakes no responsibility for the safe custody or delivery of nor will it be accountable for any loss which may occur to any bullion, bank notes, other negotiable securities, title deeds, clocks, watches, jewellery, precious stones, paintings, prints, statuary, silk, lace, furs, gold or silver of any kind and/or any other articles of value, either before or at shipment, during transit, in landing or afterwards.

**The Company's right to hold Goods etc**

16. (a) The Company shall be entitled to hold any luggage or goods until all the charges and costs due to the Company in respect of them are paid, and/or until all other amounts due to the Company from any Owner of the relevant luggage or goods in respect of any other matter whatsoever, are paid
- (b) The Company shall be entitled further to sell such luggage or goods upon reasonable notice at such time and in such manner as the Company may decide, to satisfy any amounts owed to the Company by any Owners of the relevant luggage or goods and the company may deduct from the proceeds of sale the costs and expenses of and incidental to such sale

### **Damage Caused by Passengers, Shippers and Users**

17. All Passengers, Shippers and Users shall be liable to the Company for any damage occasioned by them or any of them to any Vessel and its fittings, furnishings and equipment or any other property of the Company through their or his negligence or wilful act or omission or breach of these Conditions and shall indemnify the Company, its employees and agents in respect of all liability such as the Company, its employees and/or agents may incur through such negligence, wilful act or omission or breach.

### **Maximum Protection Allowed by Law / Time Limits**

18. Notwithstanding the terms of these Conditions, the Company shall in any event be entitled to the maximum protection allowed by law in respect of the liability of or any limitation on damages recoverable from shipowners and the Company's rights to such protection shall also apply where the Company is not the owner or hirer of any Vessel operating on or in respect of any part of the Services.

## **D REGULATIONS IN RESPECT OF DANGEROUS GOODS AND SUBSTANCES**

### **Dangerous Goods and Substances**

19. (a) No dangerous goods or substances as classified in any of the Dangerous Substances in Harbour Areas Regulations 1987, or the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 will be loaded upon or unloaded from the Vessels at slipways, piers or ferry terminals used by the Vessels or any of them, nor will any such dangerous goods or substances be accepted for shipment on board any of the Vessels.
- (b) Additionally, Passengers and other Owners are advised that firearms (which, whether loaded or unloaded, are classified as dangerous goods for the purposes of these Conditions) will require to have a licence exhibited in respect of them to the master of a Vessel and will also require to be deposited with the master of a Vessel at the commencement of a voyage, such firearms to be returned at the end of such voyage to the relevant Passenger or other Owner. The Company will not ship unlicensed firearms.
- (c) All regulations, terms and conditions applicable to the shipment of dangerous goods and substances on board the Vessels shall be strictly adhered to by Passengers and other Owners of such goods and substances.

### **Explanatory Note relating to the shipment of Dangerous Goods and Substances**

The following items/materials are classified under these Conditions as being or comprising dangerous goods and substances:-

firearms; explosives; non-flammable compressed liquefied or dissolved gas; toxic gas; flammable gas; flammable liquid; flammable solids; spontaneously combustible substances; substances which in contact with water are liable to become spontaneously combustible or to give off a flammable gas; oxidising substances; organic peroxides; toxic substances; infectious substances, radioactive substances; corrosive substances and other substances as specified in the International Maritime Dangerous Goods Code (a copy of which Code is available on request at any of the Company's offices) or any other publication from time to time of a similar nature.

## **Regulations for the conveyance of petrol, fuel oil and cylinders and cartridges of liquefied hydrocarbon gas on board the Vessels**

20. (a) The following, which shall be deemed to include "M" Notice 1433 (a copy of which Notice is available on request at any of the Company's offices) or any publication from time to time of a similar nature, comprise the Company's Regulations with which all Passengers, Shippers and Users must comply in relation to the conveyance of petrol, fuel oil and cylinders and cartridges of hydrocarbon gas (such as Calor Gas, Bottogas and Camping Gaz) carried on the Vessels:-
- (b) With regard to gas cylinders where the gas is used solely in connection with their operation or business, steps shall be taken by Passengers, Shippers and Users to ensure that all cylinders are declared by such Passengers, Shippers and Users to the Vessel's officer in charge of loading and the following conditions shall apply:-
- (i) the maximum number of cylinders carried shall be 3, except in the case of small expendable cartridges hermetically sealed and packed in an outer container, when up to 12 may be carried;
  - (ii) all cylinders shall be adequately secured against movement of the ship;
  - (iii) the supply shall be shut off at the cylinders during the entire voyage;
  - (iv) leaking and inadequately secured or connected cylinders should not be offered for shipment; and
  - (v) no pierced expendable cartridge shall be carried and any such cartridge shall be safely disposed of prior to shipment.
21. Any breach of the Regulations referred to or contained in Conditions 19 and 20, as to which breach the Company, its employees and/or agents acting reasonably shall be the sole judge, shall entitle the Company to refuse shipment and to take such other reasonable action as may be deemed necessary to ensure the safety of its Vessels, Passengers, crew and cargo. The Owner who is in breach shall be liable for any loss, damage and/or injury arising from such breach sustained by the Company, its employees and/or agents and all payments made to the Company for the intended shipment and carriage such as are frustrated by such breach shall be forfeited by such Owner to the Company (and credited by the Company towards the amount of such loss, damage and/or injury).

## **E GENERAL MATTERS**

### **Luggage Entitlement**

22. Each Passenger shall be allowed, free of charge, 50kg of luggage (which expression is as defined in Condition 1, but which, in the context of this Condition only, does not include a private vehicle). All luggage in excess of 50kg shall only be taken by special arrangement with the Company.

### **Miscellaneous**

23. All tickets and consignment notes issued by the Company or its agents shall be issued subject to these Conditions where the same are required for the use of the Services and shall be similarly issued subject to the regulations referred to in the

terms, conditions, timetables, bills and/or notices of the authorities, companies or owners on whose railways, airways, coaches or vessels they are required for the purposes of a particular voyage or facility and in the latter case such tickets shall be issued by the Company as agents for and on behalf of such other authorities, companies or owners. It shall be the responsibility of Passengers and Owners as appropriate to familiarise themselves with such terms, conditions, timetables, bills and/or notices.

24. It is the intention of the Company that all the terms of any contract of carriage entered into by Passengers, Shippers and Users with the Company are as set out in these Conditions. The Company is not and does not hold itself out as a common carrier. The Contract is governed by and is subject to these conditions. No person other than a director of the Company has authority to vary these Conditions and no such variation shall be of any effect unless it is in writing signed by such director.

#### **Storekeepers / warehousemen**

25. The Company and its agents are neither storekeepers nor warehousemen

#### **Instructions and searches**

26. All reasonable instructions given by the Company, its employees and/or agents to ensure safety shall be complied with by all Passengers, Shippers and Users. The Company, its employees and/or agents shall be entitled to undertake reasonable searches of Passengers, luggage, or goods carried or to be carried on their Vessels to ensure the safety and welfare generally of its Vessels, Passengers, crew or cargo.

#### **Ticketing Conditions etc**

27. The following, which are subject to such reasonable restrictions and changes as may from time to time be published by the Company (a list of which restrictions and changes is available on request from any of the Company's offices), represent the Company's principal ticketing conditions:-

- (a) **Valid ticket** - All Passengers must be in possession of a valid ticket at the time of travel and shall exhibit such ticket to a Company employee if so requested. Where a ticket is issued in respect of a number of Passengers travelling in a group, the person to whom the ticket is issued shall exhibit such ticket to a Company employee if so requested.
- (b) **Cost and Validity of Tickets and Other Ticketing Conditions** - These shall be determined as follows:-
- (i) The validity of single, return and multiple tickets shall be as prescribed by the Company from time to time, subject always to a Passenger being advised at the time of issue of such tickets of such validity.
- (ii) **Defaced or Damaged Tickets** - Any ticket which has become illegible or mutilated shall not be valid.
- (iii) **Lost/Mislaid/Stolen Tickets** - The Company does not undertake to replace lost tickets or make any refund to Passengers in respect of lost, mislaid, or stolen tickets or of any fares which may be charged in consequence of the Passenger's failure to produce a ticket when required.

(iv) Refunds - Subject to such administration or cancellation charge as is prescribed from time to time by the Company, consideration shall be given to applications for refunds in respect of unused tickets which are returned to the Company's head office, the current location of which is set out at the end of these Conditions.

(v) Receipts - Customers should note that receipts can be issued only at time of ticket purchase.

(vi) Non-transferability - Tickets shall not be transferable.

(c) **Pier Dues** - All Passenger fares include dues raised by various pier and harbour authorities.

(d) **Disabled Passengers** - Certain Vessels have facilities for disabled Passengers, who are requested to make known any special needs at the time of booking and when checking in at terminals. Any discounts which the Company may from time to time allow in respect of the carriage of disabled persons will only be given on presentation of such documentation as the Company, acting reasonably, may require.

(e) **Safety on Board** - Passengers are requested to pay attention to safety announcements and/or notices. While smoking is prohibited within enclosed areas, smoking will be permitted on external deck areas within marked zones.

#### **Governing Law**

28. These Conditions and any contracts of carriage entered into by Passengers, Shippers and Users with the Company shall be governed by the law of Scotland (including, but not being limited to, any international convention, protocol, code or order incorporated into the law of Scotland) and the Scottish courts shall have exclusive jurisdiction in respect of any dispute arising from such Conditions and/or contracts of carriage.

#### **NOTICE OF ALL OF WHICH IS HEREBY GIVEN.**

Argyll Ferries Limited  
Head and Registered Office:  
The Ferry Terminal  
Gourock PA19 1QP  
Scotland