

## **PASSENGER CHARTER**

### **Incorporating EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea.**

Thank you for travelling with the Isle of Man Steam Packet Company Limited.

This Charter sets out our commitment to you as a passenger. It also sets out what we can reasonably expect from you, our passengers. It does not replace our Conditions of Carriage for passengers, vehicles, luggage or freight.

#### **Safety**

Your safety is our priority. We are committed to providing a safe and secure environment for our passengers and their belongings.

Our Vessels are maintained and meet or exceed all relevant shipping safety standards.

Our staff and crews are highly trained and are available to provide assistance.

We carry out all risk assessments taking into account relevant international and national laws applicable to ships to ensure full and fair implementation of current regulations.

Any decision to refuse to embark a passenger will be based on these and objective operational risk assessments taking into account whether the passenger can be carried in a safe and operationally feasible manner.

#### **Service**

We value our passengers and will treat you with courtesy and respect.

We are committed to maintaining our ships to a high standard of cleanliness. Regular inspections are carried out to ensure these standards are maintained.

#### **Disabled Passengers and Passengers with Reduced Mobility**

If you are a disabled passenger or passenger with reduced mobility you will be treated with the same degree of respect and courtesy as all other passengers. We need you to notify us at least 48 hours prior to travel should you require assistance.

We will provide you with any necessary assistance at the time of embarkation, during your journey and disembarkation in a safe and comfortable manner. Once we are in possession of all the details of your specific needs and assistance you require, we will assess if we are able to carry you safely throughout your journey.

If you need to bring any special medical equipment on board it is important that you inform us of this at the time of booking so that we can assess whether or not the equipment can be carried safely, including whether it is compatible with the ships electrical system.

We will require you to give as much detail as you can about your specific individual needs and requirements in order that we can make an informed decision complying with safety regulations. We will take into account any national laws, the design of the ship and port infrastructure as to whether we can carry you safely.

Upon acceptance of your booking we will write to confirm that we are able to cater for your individual needs.

In the unfortunate event that we cannot accept a booking for a disabled person or person with reduced mobility, we will immediately inform the person of our decision and will also confirm in writing within 5 working days. If there are any alternative options available at the time we will provide these to you as well.

Should we conclude after assessing your particular needs that we require you to be accompanied by an individual who can assist you during the course of your journey, then that accompanying person will not be charged. We will also ensure as far as reasonably possible that you are both seated together during your crossing.

If your booking was accepted by us but at the time of embarkation it transpires that unfortunately we will not be able to carry you in a safe and operationally feasible manner, we will offer you full reimbursement of your ticket and arrange your repatriation.

#### Assistance Dogs

If you need to travel with an assistance dog on board our vessels, we would ask that you notify us in advance, as there are limits to the number of dogs we can carry.

#### Mobility Equipment

If damage is caused to mobility or other specific equipment used by a disabled person or person of reduced mobility as a result of our fault or neglect we will pay for the cost of repair or replacement. We will also make a reasonable effort to provide a temporary suitable replacement.

### **Access to information and our obligations in the event of interrupted travel**

Information on our sailings is available 24hours a day, 7 days a week on our website [www.steam-packet.com](http://www.steam-packet.com)

Sailing updates are also available by telephoning 01624 645745.

We are committed to providing a service that is both reliable and punctual. Information regarding our reliability and punctuality is available on our website.

In the event of a cancellation or delay in departure we will inform passengers of the situation as soon as we are able and not later than 30 minutes after the scheduled time of departure. We will advise of the revised estimated departure and arrival time as soon as information is available to us.

We will do our utmost to ensure that any inconvenience experienced by the passenger due to cancellation or delay of our service will be kept to a minimum.

Should a delay or cancellation of our service cause a passenger to miss an onward connection, we shall make every effort to advise you of alternative travel arrangements. We will not be responsible for any additional onward transport costs incurred by the delay.

### **Things Beyond our Control**

We will endeavour to enable you to complete your sailing as soon as possible.

The weather or prevailing tidal conditions which can effect sailing schedules are beyond our control. In the event of a delay or cancellation our staff will assist you to re-book your crossing. We recommend passengers have appropriate travel insurance for their needs.

We will attempt to contact you to advise of any changes to the sailing schedule, if you provide us with your contact details. **A mobile telephone number is the most useful.**

If a sailing on which you are booked is cancelled, you will be entitled to a full refund or alternatively our staff will assist you to book an alternative sailing.

**Our obligations to passengers for Delays and Cancellations not caused by weather conditions or extraordinary circumstances**

In the event of a cancellation or departure delay in excess of 90 minutes we will make every reasonable effort to ensure passengers are adequately looked after or, where appropriate, are able to cancel the leg of their journey. In the event that a passenger chooses to cancel their journey we will fully refund the unused portion of the ticket within 7 days.

In the event of a cancellation or delay to a service in excess of 90 minutes beyond the scheduled departure, whereby the delay or cancellation voids the reason for travel (day trips etc), we will fully refund the unused portion of the ticket within 7 days and, where appropriate provide a return service to the first point of departure.

Where there is a delay in excess of 90 minutes, we will provide (if such facilities are reasonably available) free of charge snacks, meals or refreshments in consideration of and in relation to the waiting time. These would be typically:

WAITING TIME	SNACKS, MEAL OR REFRESHMENTS
90 minutes and every 90 minutes thereafter	Light refreshment (water, tea or coffee)
4 hours or more	Light snack or meal such as a sandwich
8 hours or more	The equivalent of a hot evening meal

Where any delay or cancellation, not caused by weather conditions endangering the safe operation of the ship, requires the passenger to stay an extra night or longer to those originally planned, we shall offer adequate accommodation free of charge. The total cost of accommodation (excluding transport) will be limited to Euro 80 per night (or sterling equivalent) for a maximum of 3 nights.

**Our obligations to passengers for Delayed Arrivals not caused by weather conditions or extraordinary Circumstances**

Without the passenger losing their right to transport, we will provide compensation in compliance EU Regulation 1177/2010 if there is a delay in arrival to the final destination of the service and as set out in the transport contract. The Regulation specifies the minimum level of compensation we will provide is 25% of the ticket price (for that leg of the journey) when requested and if delays in accordance with the table below:

SCHEDULED JOURNEY TIME	LENGTH OF DELAY
Up to 4 hours	At least 1 hour
Over 4 hours but not more than 8 hours	At least 2 hours

If the delay exceeds double the time set out in the table above then the compensation provided will be 50% of the ticket price (for that leg of the journey).

Unfortunately we are not able to provide the assistance or re-routing, reimbursement and compensation outlined above for stand-by passengers or those with open tickets where the sailing departure time has not been reserved.

### **Consideration for other passengers**

We are committed to making travel on our vessels enjoyable for all passengers.

In return we ask you to:

- Show consideration to the needs of other passengers
- Not use offensive language or behaviour
- Not travel under the influence of alcohol or illegal drugs

In order to provide a safe and comfortable environment for passengers we operate a Zero Tolerance Policy towards Anti Social / Disruptive behaviour on board all of our vessels.

### **Emergency alterations to your travel plans**

We recognise that there may be occasions when you need to alter travel plans quickly and at short notice for medical or other domestic emergencies. Our staff will be pleased to assist you make the necessary travel arrangements, but may not be able to agree to any concession to the fare quoted at that time. We will however consider fairly any written application you wish to make to us at a later date to establish if we can reimburse any portion of your fare, provided it is substantiated by appropriate evidence.

### **We value your feedback**

We welcome constructive feedback from our passengers. Please bring any issues to the attention of our staff on board or ashore so that they can be quickly addressed.

If you wish to bring feedback about our service please e-mail us at [passenger.services@steam-packet.com](mailto:passenger.services@steam-packet.com) or write to us at Passenger Services, Isle of Man Steam Packet Company Limited, Imperial Buildings, Douglas, Isle of Man, IM1 2BY. You can also complete one of our passenger feedback forms which are available onboard our vessels.

### **Complaints**

We have in place a fully accessible in house complaint handling service to deal with any complaints. Complaints should be made in writing and addressed to Passenger Services, Isle of Man Steam Packet Company Limited, Imperial Buildings, Douglas, Isle of Man, IM1 2BY.

We will acknowledge your correspondence within 3 working days of receipt and we will respond fully to your complaint within 28 days and if further time is required we will keep you fully informed. However we will not take longer than two months from the date of your initial complaint letter to give you our final response on your complaint.

For issues concerning EU Regulation 1177/2010, if you are not happy with our final decision on your complaint, you can refer the matter to the nominated complaint handling body whose contact details can be found on their websites:

Isle of Man to Heysham/Liverpool/Birkenhead/Belfast/Dublin Services –  
Isle of Man Office of Fair Trading ([www.gov.im/oft](http://www.gov.im/oft))

Heysham/Liverpool/Birkenhead to Isle of Man Services –  
ABTA Limited ([www.abta.com](http://www.abta.com))

Belfast to the Isle of Man Services –  
The Northern Ireland Consumer Council ([www.consumercouncil.org.uk](http://www.consumercouncil.org.uk))

Dublin to the Isle of Man Services –  
National Transport Authority ([www.nationaltransport.ie](http://www.nationaltransport.ie))

Version 3.