Isle of Man Steam Packet Company

Conditions of Booking and Carriage of Passengers and their Luggage by Sea

THE ATTENTION OF PASSENGERS IS DRAWN TO THE RESTRICTIONS OF THEIR RIGHTS AND TO THE LIMITATIONS AND EXCLUSIONS OF THE COMPANY'S LIABILITY BY THESE CONDITIONS AND BY THE ATHENS CONVENTION WHICH ALSO COVER PERIODS PRECEDING AND FOLLOWING THE PERIOD OF CARRIAGE BY SEA AND TO THE PROVISIONS OF PASSENGER RIGHTS REGULATION 1177/2010 CONCERNING CANCELLATIONS AND DELAYS.

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 including any modifications revisions or protocols thereto or to the text thereof where they have (at the date of the Passenger's embarkation upon the voyage for which the Company is responsible as carrier) force of law in the United Kingdom and are extended to have such force of law in the Isle of Man.

(b) "the Convention on Limitation of Liability for Maritime Claims" means the Convention on Limitation of Liability for Maritime Claims Act 1976 including any modifications revisions or protocols thereto or to the text thereof where they have (at the date of the Passenger's embarkation upon the voyage for which the Company is responsible as carrier) force of law in the United Kingdom and are extended to have such force of law in the Isle of Man.

(c) "Passenger Rights Regulation 1177/2010" means Passenger Rights Regulation 1177/2010of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway, including any modifications revisions or protocols thereto or to the text thereof where they have (at the date of the Passenger's embarkation upon the voyage for which the Company is responsible as carrier) force of law in the United Kingdom and are extended to have such force of law in the Isle of Man.

(d) "the Company" means The Isle of Man Steam Packet Company Limited whose registered office is at Imperial Buildings Douglas Isle of Man IM1 2BY

(e) "the Contract" means the Contract as defined in General Condition 3

(f) "domestic animal" means any domestic animal kept as a pet and accompanied by a Passenger but shall not include any animal which is considered by the Company its Servants Agents or Independent Contractors to be dangerous and/or endangered
(g) "disabled person" and "persons with reduced mobility" have the same meaning as set out in Passenger Rights Regulation 1177/2010
(h) "fault" includes any wrongful act omission neglect default negligence breach of contract or breach of duty of whatsoever nature the same may be
(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) "Luggage" means "luggage" and "cabin luggage" as defined in the Athens Convention accompanied by a Passenger including (without limitation) any Private Vehicle as hereinafter defined unless the contrary is expressed
(k) "Passenger" has the same meaning as set out in the Athens Convention
(l) "Person" includes any firm partnership association corporation or government department and also includes any infant or child
(m) "Private Vehicle" means any private non commercial vehicle of any description whatsoever accompanied by a Passenger but excludes any vehicle carried pursuant to a non-negotiable consignment note or other contract primarily concerned with the carriage of goods or any van lorry or similar vehicle commonly used for carriage of goods save where the vehicle has been issued with a commercial exemption certificate.
(n) "Servants Agents or Independent Contractors" of the Company includes the owners charterers and operators of any vessel or other means of transport or facility who may at the request of or by agreement with the Company (whether express or implied) perform the whole or any part of the carriage of Passengers and/or Luggage or other service which the Company has agreed to undertake and also includes the servants agents and independent contractors of such owners charterers or operators
(o) "Valuables" means such valuable articles as are described in Article 5 of the Athens Convention
(p) the singular includes the plural and vice versa
(q) the masculine includes the feminine and the neuter 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 Company 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 Company and the Passenger (the "Contract"). The Contract and these conditions apply to the booking made for travel and the carriage of Passengers their Luggage, effects and vehicles by the Company. The Contract and these conditions do not apply to the carriage or shipment of goods including livestock, unaccompanied Passengers' Luggage and goods (such carriage being expressly governed by the Company's conditions of carriage of goods). The Company shall be under no duties or liability and the Passenger shall not be entitled to any rights by reason of the Supply of Goods and Services Act 1982 of the United Kingdom Parliament or by reason of the supply of Goods and Services Act 1996 of the Isle of Man Tynwald or any statutory modification or re-enactment thereof for the time being in force.

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.

5. Every Person embarking on a voyage with the Company or availing himself of services which are the subject of the Contract is deemed to have accepted these conditions or where the Contract with the Company was entered into by some other on his behalf, is deemed to have ratified the Contract and to have accepted these conditions.

6. The Company reserves the right to alter or modify the conditions set out herein. No Person other than a director of the Company has authority to alter or waive any of these conditions or their application to any particular contract 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 statute convention or protocol which is compulsorily applicable to the Contract or which it has been agreed shall apply to or be incorporated into the 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 Contract to which such statute convention or protocol does not apply as aforesaid.

8. The remainder of these conditions and the provisions thereof shall at all times remain in full force and effect. Each of these conditions and the provisions thereof shall so far as possible be construed so as to comply and be consistent with all such statutes conventions and protocols as aforesaid.

DISABLED PERSONS OR PERSONS WITH REDUCED MOBILITY

9. Disabled persons or persons with reduced mobility shall notify the Company at the time a booking for travel is made, and in any event not later than 48 hours before the scheduled time of departure, that their mobility when using transport is reduced by any physical disability and of any specific needs they have concerning accommodation seating or services required or of their need to bring medical equipment (provided the need is known at the time). The Company shall also be notified as provided above if it is intended that such persons shall be accompanied by a recognised assistance dog. Such notification can be made by any means available including email or other electronic means.

10. The Company may refuse to accept a booking from or to embark a disabled person or person with reduced mobility (i) in order to comply with any applicable safety requirements established by international, Union or national law or by the competent authorities or (ii) where it is not possible to carry out the embarkation, disembarkation or carriage of such persons in a safe or operationally feasible manner due to the design of the ship or infrastructure or equipment of the port or terminal. Where such apply the Company may alternatively require that such persons be accompanied by another person who is capable of providing the assistance required by the disabled person or person with reduced mobility.

11. The Company shall be liable for the loss of or damage to mobility equipment or other special equipment used by disabled persons or persons of reduced mobility if such damage or loss was due to the fault of the Company its Servants Agents or Independent Contractors.

LIABILITY OF THE COMPANY

12. The provisions of the Athens Convention (in so far as it is not otherwise compulsorily applicable) shall be incorporated into the Contract 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 Company its Servants Agents or Independent Contractors or on the part of any other Person for whom the Company is or may be responsible the Company 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.

13. The Athens Convention (amongst other provisions) limits the Company's liability for death of or personal injury to a Passenger and/or for loss of or damage to Luggage (including a Private Vehicle) to incidents which are due to the fault of the Company or of its servants or agents acting within the scope of their employment. The said Convention also makes special provision for Valuables. The Company accepts no responsibility save where such Valuables have been specifically deposited with the Company for safekeeping. The said Convention also presumes that Luggage has been delivered undamaged unless written notice is 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 Company 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 Private Vehicle or loss of or damage to other Luggage) to the deduction of the full amount permitted under Paragraph 4 of Article 8 thereof.

14. The provisions of the Convention on Limitation of Liability for Maritime Claims (in so far as it is not otherwise compulsorily applicable) shall be incorporated into the Contract. The Convention entitles ship owners to limit their liability for certain general maritime claims.

15. Subject always to any express provision elsewhere in these conditions and to any compulsorily applicable statutory provision the Company 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. Without prejudice to the generality of the foregoing the Company shall not be liable to the Passenger for any loss damage or expense of any nature caused by the act or omission of the Passenger or any third party (excluding the Company its Servants Agents or Independent Contractors). Without 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 Company and whether or not the Luggage or property was in the charge of the Company its Servants Agents or Independent Contractors.

16. Nothing in these conditions shall be in any way construed as restricting or removing the right of the Company 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 Company (if not the owner or demise charterer of a vessel performing any part of the carriage which the Company 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 defences and immunities conferred by these conditions.

FORCE MAJEURE

17. Save in circumstances where Passenger Rights Regulation 1177/2010 has application to the Contract, the Company is not liable and shall not be held in breach of any Contract for any delay or failure to perform its obligations under any Contract to the extent that the delay has been caused or fulfilment of its obligations to the Passenger have been prevented hindered or delayed by force majeure as defined below.

18. For the purposes of this condition force majeure means any circumstance beyond the control of the Company and includes without prejudice to the generality of the foregoing:

18.1 acts of God, perils of the sea or air, riots, civil commotion, war, rebellion, national or international emergency, strikes, lockouts, work to rule, overtime ban or other labour disputes;
18.2 destruction or damage due to natural causes, floods, fire, explosions, breakdown of machinery, sabotage or embargo;
18.3 any order of a local, national or international authority;
18.4 any actual or anticipated severe weather conditions;
18.5 shortage of labour, equipment, materials or supplies; and
18.6 piracy or acts of terrorism.

LIABILITY OF SERVANTS AGENTS AND INDEPENDENT CONTRACTORS

19. All rights exemptions from and limitations of liability defences and immunities of whatsoever nature referred to in any of these conditions shall in all respects endure also for the benefit of all Servants Agents or Independent Contractors of the Company 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 Company. For the purposes of the foregoing the Company 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 are 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. The performance or prospective performance by such Persons of any duties of 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 Company 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

20. The Passenger shall at all times comply with any lawful order or request given or made by or on behalf of any of the vessel's officers or by any Servant Agent or Independent Contractor of the Company. Without prejudice to the generality of the foregoing the Passenger shall provide such information in relation to his

Luggage (including any Private Vehicle) and any identity document as may be required pursuant to the Aviation and Maritime Security Act 1990 of the United Kingdom Parliament or any statutory modification of re-enactment thereof for the time being in force or pursuant to any equivalent legislation anywhere in the World. Further the Passenger agrees to submit to such search of his Person as may be required for security purposes of otherwise.

21. The Passenger undertakes that neither he nor his Luggage (including any Private Vehicle and any Luggage to which Clause 46 of these conditions applies) nor any child or domestic animal accompanied by him will cause any danger injury loss or damage of or to the Company 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 Company its Servants Agents or Independent Contractors or any of them in respect thereof then the Passenger shall indemnity then 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 Company its Servants Agents or Independent Contractors or by some unseaworthiness of a vessel.

22. To the extent that the Company 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 Company any sums paid or payable by the Company by way of such indemnity but without prejudice to the Company's liability (if any) under these conditions to the Passenger concerned.

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

24. In the event of a Passenger being refused permission to land at any port of call the Passenger shall indemnify the Company against all costs expenses and liabilities of whatsoever nature incurred by the Company by reason of the Passenger being refused permission to land. In particular and without prejudice to

the generality of the foregoing the Passenger shall indemnify the Company against any liability incurred pursuant to the Immigration (Carriers' Liability) Act 1987 of the United Kingdom Parliament or any statutory modification or re-enactment thereof for the time being in force or pursuant to any equivalent legislation anywhere in the World. If he remains on board the vessel the Passenger shall forthwith pay to the Company the fare from the port of call at which he was refused permission to land to the next port of call at which he is permitted to land.

25. Any Passenger finding abandoned/lost chattels or other objects of value affixed to or upon premises or vessels belonging to or occupied by the Company shall hand over the item to an employee of the Company forthwith. The Company asserts its rights as occupiers of the said premises/vessels over and above any rights the finder may claim and only permits entry onto the said premises/vessels subject to such rights.

THROUGH CARRIAGE

26. In so far as the Contract or any booking relates or gives rise to carriage otherwise than on any vessel or other means of transport owned or operated by the Company or to the provision of accommodation or other services of whatsoever nature (whether or not the cost thereof has been included in any fare or other sums paid to the Company) the Company undertakes only to arrange the same as agent for and on behalf of the Passenger with the party or parties providing such carriage accommodation or services and the Company shall not be liable for such carriage accommodation or services. In particular and without prejudice to the generality of the foregoing the Company 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 accommodation or services 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 accommodation or services nor shall the Company 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 accommodation or services. The Passenger hereby authorises the Company to contract as his agent with the party or parties providing such carriage accommodation or services on any terms and conditions currently used by such party or parties.

CANCELLED OR DELAYED SAILINGS OR VARIATION OF THE VOYAGE

27. Passengers are referred to the provisions of Passenger Rights Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

28. The Company will inform Passengers as soon as possible of a cancelled or delayed sailing, and in any event no later than 30 minutes after the scheduled departure time. For delayed sailings, Passengers will also be informed of the new estimated departure and arrival times as soon as that information is available. If a cancelled or delayed sailing will cause a Passenger to miss a connecting transport service, the Company shall make reasonable efforts to inform the affected Passengers of alternative connections. Such information on cancelled or delayed sailings or alternative connections where required shall be provided in accessible formats to any disabled persons and persons with reduced mobility.

29. In the event of a cancelled sailing or delayed sailing likely to exceed 90 minutes after the scheduled departure time Passengers waiting to travel on the affected sailing will be offered free of charge snacks, meals or refreshments in reasonable relation to the waiting time provided they are available or can reasonably be supplied. Unless such cancellation or delay is caused by weather conditions endangering the safe operation of the ship, where and when physically possible Passengers will also be offered free of charge adequate accommodation on board the vessel or ashore, including any transport required from the port terminal to such accommodation where the cancellation or delay makes it necessary for a Passenger to stay one or more nights beyond that originally intended by the Passenger. Where provided ashore, the total cost of such accommodation shall not exceed a maximum of £70 per night per Passenger, for a maximum of three nights.

30. In the event of a cancelled sailing or delayed sailing likely to exceed 90 minutes after the scheduled departure time Passengers will also be offered the choice between (a) re-routing to the final destination under comparable conditions as set out in these Conditions at the earliest opportunity and at no additional cost or (b) reimbursement of the ticket price. Such reimbursement of the ticket price at the full cost as purchased shall be made within 7 days in cash by electronic bank transfer bank order or bank cheque. Alternatively, if the Passenger

agrees the full reimbursement may also be paid in the form of vouchers and/or other flexible services in an amount equivalent to the price for which the ticket was purchased.

31. Unless any cancellation or delay is caused by weather conditions endangering the safe operation of the ship Passengers without losing the right to transport may request compensation from the Company if facing a delay in arrival at the final destination. The minimum level of compensation shall be Passenger Rights Regulation 1177/2010 25% of the ticket price paid for a delay of a least: [(i) one hour in case of a scheduled journey of up to four hours; (ii) two hours in case of a scheduled journey of more than four hours, but not exceeding 8 hours; (iii) three hours in case of a scheduled journey of more than eight hours, but not exceeding 24 hours; or (iv) six hours in case of a scheduled journey of more than 24 hours.] If the delay exceeds double the time set out above the compensation shall be 50% of the ticket price. In the case of return journeys, compensation for delay in arrival on either the outward or the return leg shall be calculated in relation to 50% of the price paid for the return journey.

32. 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 Company 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 provisions of carriage accommodation or services by some Person other than the Company the provision of Clause 26 of these conditions shall apply and the Company shall act solely as the agent of the Passenger to arrange such carriage accommodation or services 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 Company 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 Company shall refund to the Passenger any fare or other charges paid to the Company in respect of any unperformed part or parts of the carriage or other services the subject matter of the original booking which the Company has agreed to undertake. Whether the Passenger accepts or rejects such offer the Company

shall save as aforesaid be under no further liability in respect of the original booking.

33. The Company 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 of any Servant Agent or Independent Contractor of the Company 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 Company shall refund to the Passenger any fare or other charges paid to the Company in respect of that sailing after deduction of reasonable administrative charges (including for the avoidance of doubt any charges incurred by the Company resulting from enforcing such refusal).

34. Subject to the application of Passenger Rights Regulation 1177/2010, the Company and the vessel shall have liberty to carry any Luggage 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 of any kind whatsoever dangerous or otherwise to dry-dock with or without any Luggage 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 terminal 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.

35. The Company and the vessel shall have liberty to comply with any orders directions or advices as to departure arrival routes ports of loading call or discharge stoppages transhipment 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 of war explosives munitions and warlike stores and to sail armed or unarmed.

36. 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 Company 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.

FARES AND TICKETS

37. The Company 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 Company reserves the right to require the Passenger to pay prior to embarkation a supplement in respect of fluctuation in relevant exchange rates or any increase in the Company's operating costs notwithstanding that the amount paid by the Passenger represented the full fare or charge current at the date of payment.

38. Any fares or charges at less than the Company's full standard rate are subject to such special terms and conditions as to availability validity of tickets or otherwise as may from time to time be set out in the Company's notices and publications. Without prejudice to the generality of the foregoing the Company reserves the right to limit the number of tickets available on any sailings at fares or charges less than the Company's full standard rate notwithstanding that accommodation for Passengers or Private Vehicles remains available on that sailing.

39. Children under the age of 16 years old must be accompanied by an Adult (over 18 years old). 16 or 17 year olds may travel unaccompanied, but may be required to provide proof of age. The fare for an adult Passenger includes any infant Passenger under four years of age accompanying that Passenger. Children of four years of age or more but under sixteen years of age travel at such reduced fares as may from time to time be set out in the Company's notices and publications.

40. Fares and charges published by the Company (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.

41. Save by special arrangement with the Company fares and all other charges must be paid by such time prior to the earliest sailing date to which the booking relates as may from time to time be set out in the Company's notices and publications.

42. The Company will only allow cancellation or amendment of bookings upon payment of such charge as may from time to time be set out in the Company's notices and publications. Any amendment of a booking is in addition subject to availability of accommodation and in the case of fares or charges at less than the Company's full standard rate to such special terms and conditions as to availability validity of tickets or otherwise as may from time to time be set out in the Company's notices and publications. Save as aforesaid the Company will not allow any refund on unused tickets.

43. Passengers must check in at the point of embarkation not later than the time stipulated on the ticket or in the Company's notices and publications from time to time failing which the Company shall be entitled to treat bookings as cancelled without the right to any compensation whether by way of a refund or charges or otherwise and to re-allocate the accommodation reserved.

44. Accommodation for Passengers and Private Vehicles on vessels is limited and is subject to availability. Save by special arrangement with the Company a ticket is only valid for the sailing stipulated.

45. Every Passenger must whenever so required produce a valid unmutilated and undefaced travelling ticket in respect of himself and his Private Vehicle (if any). If a Passenger fails to produce such a ticket he shall be liable to pay to the Company the fare from the place at which the vessel originally started on the particular voyage to the next port of call or (if the Passenger wishes to travel beyond such port of call) to the port to which he wishes to travel. The Company cannot be held responsible for loss or tickets and replacements must be paid for at the full standard fare. Tickets are not transferable.

46. Berth tickets are issued subject to these conditions and are only valid in conjunction with travel tickets for the same sailing. Berth tickets must be presented to the information bureau on board the vessel before departure failing which the Company shall be entitled to treat bookings as cancelled without the right to any compensation whether by way of a refund of charges or otherwise and to re-allocate the berths reserved.

47. The Company shall have a general lien on any Luggage (including a Private Vehicle) 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 Company any unpaid passage money whether or not a contract was made by the Passenger with the Company all monies which the Company 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 Company may desire and the Company may deduct from the proceeds of sale the costs and expenses of and incidental to such sale.

LUGGAGE, PRIVATE VEHICLES AND ANIMALS

48. Each Passenger shall be entitled to a free allowance in respect of Luggage (inclusive of any Luggage in or on any Private Vehicle) of such amount as is from time to time proscribed by the Company. Luggage in excess of the free allowance is subject to availability of space and carried only by special arrangement with the Company and at such additional charge as may from time to time be determined by the Company. No Passenger may bring more than one item of hand luggage into the Passenger accommodation. Other items of Luggage must be left in Private Vehicles or deposited by the Passenger in a baggage room on board the vessel or (where such facility is available) checked with the Company prior to embarkation. All Luggage whether or not within the free allowance is subject to these conditions which shall continue to apply during any period when Luggage is deposited in any baggage room or checked with the Company (whether or not supervised by a servant or agent of the Company).

49. No Passenger shall without the express written approval of the Company bring or cause or permit to be brought on board any Luggage of a dangerous explosive or inflammable nature or any contraband or any endangered species of animals

or any other Luggage the carriage of which is prohibited by any statute rule order or regulation whatsoever or by any notice published by the Company. Any such Luggage which is notwithstanding the foregoing brought on board may at the discretion of the Company 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 any such Luggage is carried subject to these conditions and (where applicable) to the terms of any written approval given by the Company.

50. The Company reserves the right for security purposes or otherwise to search any Luggage (including a Private Vehicle). The Passenger agrees to submit to such search upon the request of any servant agent or independent contractor of the Company. In the event such search or other investigation locates items or matter which the Company reasonably believes might cause danger or harm to any Passenger or vessel the Company at its own discretion shall confiscate (either permanently or for the duration of the voyage), destroy or dispose of the said item at the cost and expense of the Passenger.

51. During the passage Private Vehicles must be locked and handbrake applied and first or lock gear engaged. Access to Private Vehicles is not permitted during the passage. The Passenger is responsible for the management and operation of their Private Vehicles. The Company accepts no responsibility for any vehicular accidents which occur on or around the vessel howsoever caused. Fuel tanks must not be filled to a level which involves a risk of spillage. The flow from tank to carburettor must be shut off where this is not automatic. Fuel in cans or other containers over 5L per vehicle, save for properly secured and operated vehicular fuel tanks are prohibited. Vehicles powered by LPG or similar power source must switch tanks off during the crossing. On disembarkation Private Vehicles' engines must not be started until instructed. Passengers are responsible for driving Private Vehicles onto and from the vessel. The Company reserves the right (at the risk and expense of the Passenger) to move Private Vehicles at any time and by any means which it considers necessary.

52. The maximum permitted height of Private Vehicles shall be as stipulated on the ticket or in the Company's notices and publications from time to time. Private Vehicles with Luggage landed on the roof in excess of that height or protruding beyond the length of the Private Vehicle are subject to availability of space and

carried only by special arrangement with the Company and at such additional charge as may from time to time be determined by the Company. The Company reserves the right (at the risk and expense of the Passenger) to remove any such Luggage loaded on the roof of a Private Vehicle at any time and by any means which it considers necessary. In the event a replacement vessel undertakes a specific sailing (for whatever reason) which has the effect of reducing the permitted height of Private Vehicles for that sailing the relevant provisions of paragraph 26 shall apply.

53. Subject to any statute rule order or regulation whatsoever applying at any relevant port domestic animals are carried on such sailings and at such fares as are from time to time set out in the Company's notices and publications. Passengers shall at all times comply with any lawful order given by or on behalf of any of the vessel's officers in relation to domestic animals which must throughout the passage remain in Private Vehicles or in such parts of the vessel (if any) as may from time to time be designated for that purpose. In no circumstances are domestic animals (other than guide dogs) permitted in Passenger accommodation. Domestic animals are carried at the entire risk of the Passenger and on the express understanding that no liability shall attach to the company 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. 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 Company 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.

CAR PARKING

54. The Company may, subject to availability and by special arrangement permit Passengers to make use of any area from time to time so designated for the purpose of parking a Private Vehicle.

55. The provision of car parking facilities in accordance with Clause 55 shall only be made where the Passenger pays the additional charge for such facilities as is set out from time to time in the Company's notices and publications.

56. Every Person parking a Private Vehicle on one of the site's owned or leased by the Company and designated for the purpose confirms that he has accepted these conditions or (where the contract to provide car parking facilities was entered into by another Person on his behalf) has ratified the contract for the provisions of car parking facilities and accepted these conditions and the term Passenger shall for the purposes of clauses 55 – 59 include any such Person.

57. The Company its Servants Agents and Independent Contractors accept no liability for any damage to or loss of any Private Vehicle or its contents of any of its designated car parking sites.

58. The Passenger shall indemnify the Company its Servants Agents and Independent Contractors or any of them against any damage or loss which the Company its Servants Agents or Independent Contractors suffer as a result of the Passenger's actions (whether or not negligent) on the designated car parking sites.

ON-BOARD SERVICES

59. The Company may by its Servants Agents or Independent Contractors offer services or goods on board its vessels during the duration of any journey.

60. Any contracts entered into for the purchase of goods or provision of services in respect of such others shall be subject to these conditions and the limitations of liability which are contained herein.

UPGRADES

61. The Company its Servants Agents or Independent Contractors may in its or their complete discretion offer to any Passenger an upgrade in the package of services which such Passenger will receive.

62. The offering of such upgraded services will be a gratuitous gesture by the Company which may be withdrawn at any time, before or after the offer has been accepted by the Passenger.

63. The advertisement of upgrade services shall merely be an advertisement of their availability and not any undertaking that the Company will offer upgraded services to any particular Passenger upon his meeting any advertised conditions.

SPECIAL OFFERS

64. The Company may from time to time advertise services fares or journeys which are outside the published timetables or notice of fares which are in force from time to time.

65. Any services fares or journeys advertised by the Company shall be invitations to treat and shall be subject to such limitations and conditions as the Company may set out in such advertisements or in any other Company notices or publications.

66. Where any person enters into a contract with the Company for services or carriage or both following the advertisement of such as a special service fare or journey these conditions shall apply as if the contract were formed without reference to such advertisements or their terms.

67. Where the specially advertised services fares or journeys are only offered on the basis of an alteration of these conditions (whether by imposing additional obligations on the Passenger or otherwise) then these conditions shall apply insofar as they are not expressly disapplied under the terms by which the special services fares or journeys are offered.

68. Where any Passenger enters into any contract with the Company for a journey or any services and that contract concerns a fare service or journey for which special terms have been advertised, unless those special terms are applied to the contract at the time at which the contract is entered to or waiving or altering these conditions shall apply.

APPLICABLE LAW

69. These conditions and all contracts to which they apply are to be construed and enforced according to and governed by the law of the Isle of Man.

70. In accepting these conditions the Passenger accepts the exclusive jurisdiction of the Isle of Man Courts to hear any and all disputes arising in respect of any contract to which these conditions apply.

IMPERIAL BUILDINGS, DOUGLAS, ISLE OF MAN - 2016

NOTICE

A. Passengers are reminded that it is their own responsibility to ensure that they have appropriate insurances which cover any costs, and/or loss of earnings, which may arise and are not already covered under Passenger Rights Regulation 1177/2010. Passengers are also advised to ensure that they, their vehicles and luggage are insured when on our vessels or ashore.

B. Vehicles and goods (other than Luggage Private Vehicles and domestic animals accompanied by Passengers) are only accepted for carriage by sea upon and subject to the Company's Conditions of Carriage of Goods by Sea for the time being in force as set out in the Company's notices and publications. Vehicles and goods to which the Company's Conditions of Carriage of Goods by Sea apply include (without limitation) all vehicles (commercial or private) and goods carried pursuant to non-negotiable consignment notes or other contracts primarily concerned with the carriage of goods (whether or not such vehicles or goods are accompanied) animals (other than domestic animals accompanied by Passengers) and unaccompanied Luggage or vehicles. Shippers of all such vehicles and goods must apply for and obtain non-negotiable consignment notes prior to shipment.