

TERMS OF BUSINESS

THESE TERMS OF BUSINESS WILL APPLY TO YOUR BOOKING

WE BELIEVE THAT THESE TERMS OF BUSINESS ARE FAIR, CLEAR AND COMPLIANT WITH APPLICABLE LAWS BUT IF YOU DISAGREE THEN PLEASE CONTACT OUR CUSTOMER CARE DEPARTMENT.

PLEASE READ THESE TERMS OF BUSINESS CAREFULLY BEFORE MAKING YOUR BOOKING. THESE TERMS OF BUSINESS INCLUDE CERTAIN LIMITATIONS AND EXCLUSIONS IN RESPECT OF OUR LIABILITY TO YOU. YOUR ATTENTION IS DRAWN IN PARTICULAR TO SECTION 7.6 (LOSS/DAMAGE TO LUGGAGE AND SECTION 9 (OUR LIABILITY)).

Last Updated: January 2023

1. YOUR CONTRACT WITH US

- 1.1 **Terms of business:** By making a booking with us, you accept that these Terms of Business apply to both you and to all persons on whose behalf you are booking and you thereby confirm that you have the necessary authority of such persons to do so on their behalf.
- 1.2 **Definitions:**
- 1.2.1 Any reference to **"we"** **"us"** **"our"** or **"Stena Line"** is to Stena Line Limited, Stena Line BV, and/or Stena Line Scandinavia AB and includes their respective employees and agents (as applicable).
 - 1.2.2 Any reference to **"you"** or **"your"** means you as a passenger or any passenger on whose behalf your booking is also made, which in the case of ferry travel shall mean a person carried in a ship under a contract of carriage, or who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by the Convention.
 - 1.2.3 The **"Convention"** means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea signed at Athens in 1974 as has been (or as may be) modified or re-enacted, the text of which can be accessed here: www.gov.uk/government/publications/protocol-of-2002-to-the-athens-convention-relating-to-the-carriage-of-passengers-and-their-luggage-by-sea-1974.
 - 1.2.4 **"cabin luggage"** means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control.
 - 1.2.5 **"carriage"** covers the following periods:
 - 1.2.5.1 with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;
 - 1.2.5.2 with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger; and
 - 1.2.5.3 with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;
 - 1.2.6 **"contract of carriage"** means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be.
 - 1.2.7 The **"EU Passenger Regulation 2010"** means Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway which was adopted into UK law by the UK Withdrawal Act 2018. The text of which can be accessed here: <https://www.legislation.gov.uk/eur/2010/1177/body>
 - 1.2.8 **"journey"** means the travel arranged and/or operated by us required to fulfil the terms of the booking.
 - 1.2.9 **"luggage"** means any article or vehicle carried by the carrier under a contract of carriage, excluding:
 - 1.2.9.1 articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and
 - 1.2.9.2 live animals;

- 1.2.10 **"PLR"** means Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the Liability of Carriers of Passengers by sea in the event of accidents, the text of which can be accessed here: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=URISERV:tr0018>.
- 1.2.11 **"SDR"** means Special Drawing Rights, the daily conversion rates for which can be found on the International Monetary Fund website at http://www.imf.org/external/np/fin/data/param_rms_mth.aspx.

1.3 **Your contract:** Your contract is with:

- 1.3.1 Stena Line BV, if you are sailing on the route between Harwich and the Hook of Holland and any other routes that may be operated by us across the North Sea ("the Dutch Route"). Stena Line Limited is acting as agent in this case. Stena Line BV is registered in the Netherlands under company number 24072680 and with registered office at Postbus 2, 3150AA Hoek Van Holland. Stena Line BV's main trading address is Stationsweg 10, 3151 HS Hoek van Holland. Stena Line BV's VAT number is NL00828511B01.
- 1.3.2 Stena Line Scandinavia AB, if you are sailing on any Scandinavian or Baltic Sea routes. Stena Line Limited is acting as agent in this case. Stena Line Scandinavia AB is registered in Sweden under company number 556231-7825 and with registered office at SE-405 19 Goteborg Stena Line Scandinavia AB's main trading address is Masthuggskajen, SE-413 03 Göteborg Stena Line Scandinavia AB's VAT number is SE556231782501; and
- 1.3.3 Stena Line Limited, if you are sailing on the route between Cairnryan and Belfast ("the Cairnryan Route"), the route between Belfast and Liverpool (Birkenhead) (the "Liverpool Route"), the routes between Holyhead and Dublin and Fishguard and Rosslare and any other routes that may be operated by us from Great Britain to the Republic of Ireland (the "ROI Routes") and the route between Rosslare and Cherbourg ("the Continental Route"). Stena Line Limited is registered in England and Wales under company number 01402237 and with registered office at First Floor, 6 Arlington Street, London, SW1A 1RE. Stena Line Limited's main trading address is Stena House, Station Approach, Holyhead, Anglesey LL65 1DQ. Stena Line Limited's VAT number is GB404517186.

1.4 **Rail and coach travel:** Rail and coach travel booked through us will be subject to the relevant terms and conditions of the particular rail or coach company and to applicable international conventions. Further details can be obtained on request from the relevant railway or coach undertaking.

1.5 **Variation in services and/or prices before you book:** We reserve the right, before you book, to vary the services described on our website and in our brochures, including prices and departure dates and times, and to designate a different ferry for a particular journey. This will not affect any bookings which have been accepted by us.

1.6 **Variation of Terms of Business:** We amend these Terms of Business from time to time. Please look at the top of this page to see when these Terms of Business were last updated. Every time you book with us, the Terms of Business in force at the time of your booking will apply to your booking.

We may revise these Terms of Business as they apply to your booking from time to time to reflect the following circumstances:

- 1.6.1 changes in relevant laws and regulatory requirement; and
- 1.6.2 changes to our processes and procedures.

If we have to revise these Terms of Business as they apply to your booking, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the booking if you are not happy with the changes. If you cancel your booking, we will provide you with a full refund.

1.7 **Special offers and promotions:** Special offers and promotions may be subject to certain terms and conditions, e.g. as to payment, which vary from those set out in these Terms of Business. In the event of any inconsistency between any special offers and promotions and these Terms of Business, the terms and conditions of the special offers and promotions prevail.

1.8 **Availability of space:** All products featured on our website or in our brochures are offered subject to availability of allocated space, which may be limited.

1.9 **Applicable Legislation:**

- 1.9.1 Various legislation apply to the services we provide to you, including the Convention, the PLR, and the EU Passenger Regulation 2010.
- 1.9.2 Where there is any inconsistency between these Terms of Business and any applicable legislation, the terms of such legislation will prevail.
- 1.9.3 Where there is any inconsistency between the applicable legislations, the most favourable legislation to you will prevail.

- 1.9.4 Full particulars of the Convention, the PLR and the EU Passenger Regulation 2010 are available from our Customer Care Department, Stena Line, Stena House Station Approach, Holyhead, Anglesey, LL65 1DQ

A summary of the Convention as amended by the PLR as adopted into UK law can be found via the following link: <https://www.legislation.gov.uk/eur/2009/392/contents>

A summary of the EU Passenger Regulation 2010 as adopted into UK law can be found via the following link: <https://www.legislation.gov.uk/eur/2010/1177/body>

Guidance, key facts and videos, including a British Sign Language version, relating to the Passenger Rights Regulation can be found via the following link: <https://www.gov.uk/government/publications/draft-guidance-notes-relating-to-regulation-eu-no-1177-2010>

- 1.10 **Contacting our Customer Care Department:** If you have any query or other concern, please contact our Customer Care Department:

1.10.1 by e-mail: at feedback@stenaline.com;

1.10.2 by telephone: 03447 707 070 for general reservations & enquiries or 08445 762 762 for Rail & Sail or 03448 470 008 for complaints; or

1.10.3 by post: Customer Care Department, Stena House, Station Approach, Holyhead, Anglesey LL65 1DQ.

2. COMPLAINT PROCEDURE

- 2.1 If you have any complaints about the services, either:
- 2.1.1 raise the complaint with management on the spot at the relevant location. Where appropriate, this is the recommended approach for a timely resolution of any complaints; or
 - 2.1.2 contact our Customer Care Department using the relevant number at section 1.10.
- 2.2 When you contact our Customer Care Team, to enable them to conduct a thorough and timely investigation, please provide your booking reference number, full details of your complaint and, if possible, a daytime telephone number or e-mail address.
- 2.3 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the complaints handling bodies below.

England and Wales	Scotland
ABTA Limited	Transport Scotland
Tel: +44 203 117 0599	Tel: +44 141 272 7100
E-mail: consumer.affairs@abta.co.uk	E-mail: ferries@transportscotland.gsi.gov.uk
Northern Ireland	Republic of Ireland
Consumer Council	National Transport Authority
Tel: +44 28 9025 1600	Tel: +353 1 879 8300
E-mail: info@consumercouncil.org.uk	E-mail: info@nationaltransport.ie

- 2.4 You can also submit a complaint to the relevant complaint handling body listed via the following link: https://ec.europa.eu/transport/sites/default/files/2010_1177_national_enforcement_bodies.pdf
- 2.5 In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.

3. BOOKING AND PAYING

- 3.1 **Vehicles and trailers/caravans in excess of 6m long and/or 1.80m high:** These vehicles must be declared at the time of booking, including where appropriate the addition of roof racks, cycles etc. Supplements may apply to such

vehicles. For the avoidance of doubt, vans are defined as vehicles built for commercial purpose with either (part of) the rear panelled and/or a load carrying space. Vans should be declared as such at time of booking. Car-derived vans are defined as vans derived from passenger cars with part of the rear panelled and can be booked as cars according to their dimensions. Minibuses are defined as vehicles with between 9 to 16 seats in addition to the driver's seat. Refer to section 3.2, 3.3 and 3.4 below if commercial goods are being carried. Failure to advise Stena Line of accurate vehicle type and dimensions in advance of travel may affect our ability to carry your vehicle and may result in a supplement being charged or even refusal of travel.

3.2 **Vans/horseboxes carrying goods or equipment for personal non-commercial purposes:**

3.2.1 **ROI Routes:** Vans up to and including 12m in length must be declared at the time of booking. Vans over 12m in length, vans referred to in sections 3.3, 3.4 and 3.5 below and horseboxes of any length must be booked as freight. Further guidance can be found at the following websites:

<https://www.gov.uk/guidance/check-how-to-declare-personal-goods-you-bring-into-or-take-out-of-the-uk> and <https://www.revenue.ie/en/customs-traders-and-agents/customs-electronic-systems/customs-oro-service/examples-of-ferry-consignments-that-need-a-pbn.aspx>

3.2.2 **Liverpool and Cairnryan Routes:** Vans and horseboxes up to and including 12m in length must be declared at the time of booking. Vans and horseboxes over 12m in length and vans referred to sections 3.3 and 3.4 below must be booked as freight. Further guidance can be found at the following website:

<https://www.gov.uk/guidance/check-how-to-declare-personal-goods-you-bring-into-or-take-out-of-the-uk>

3.2.3 **Continental Routes:** Vans over 6m in length and vans referred to in section 3.5 below must be booked as freight through our freight system by calling 0845 070 4000.

3.2.4 **Dutch Route:** Further details about booking vans over 6m and up to and including 8m in length and the applicable surcharges can be obtained by calling 03447 707 070. Vans over 8m in length and vans referred to sections 3.3 and 3.4 below must be booked as freight. Further guidance can be found at the following website: <https://www.gov.uk/guidance/check-how-to-declare-personal-goods-you-bring-into-or-take-out-of-the-uk>

All freight bookings for the ROI and Liverpool and Cairnryan Routes and the Dutch Route must be made via our freight reservation office by calling +44 (0)1772 368195 or email stenaline@freightlink.co.uk

3.3 **Vans, horseboxes and/or vehicles towing a trailer/caravan carrying commercial or chargeable goods:** Vans, horseboxes and/or vehicles towing a trailer/caravan of any length carrying commercial goods or chargeable goods (goods which are subject to customs duty) which are subject to import and export declarations must be booked via our freight reservation office by calling +44(0)1772 368195 or email stenaline@freightlink.co.uk. In the event of an incorrect disclosure, Stena Line reserves the right to make an additional charge for VAT, if applicable, on the price paid.

3.4 **Vans/horseboxes which require either or both a UK Goods Movement Reference (GMR) or an Irish Pre-Boarding Notification (PBN)** must be booked via our freight reservation office by calling +44(0)1772 368195 or email stenaline@freightlink.co.uk

3.4.1 **ROI Routes:** GMRs are required for all commercial/chargeable movements from GB to ROI, but will not be required for these movements from ROI to GB until a later date (to be confirmed). PBNs are required for all commercial / chargeable movements, from ROI to GB and GB to ROI.

3.4.2 **Liverpool and Cairnryan Routes:** GMRs are required for all commercial/ chargeable movements from GB to NI and in a very few cases from NI to GB.

3.4.3 **Dutch Route:** GMRs are required for all driver accompanied commercial/ chargeable movements from NL to GB.

3.5 **Vans registered in the Republic of Ireland, and classified and taxed for Irish Motor Tax purposes as a Commercial Goods Vehicle:** If you are travelling from the Republic of Ireland and your vehicle is registered in the Republic of Ireland, and classified and taxed for Irish Motor Tax purposes as a Commercial Goods Vehicle you need to book via our freight reservation office by calling +44(0)1772 368195 or email stenaline@freightlink.co.uk. In the event of an incorrect disclosure, Stena Line reserves the right to make an additional charge for VAT, if applicable, on the price paid.

3.6 **The following vehicles are excluded from Tourist fares and are subject to Freight rates, and the Freight Terms of Business.**

3.6.1 All vehicles carrying commercial goods or involved in a commercial venture not mentioned under sections 3.3 and 3.4 and 3.5.

3.6.2 Vehicles carrying hazardous goods.

- 3.6.3 All vehicles constructed for the carriage of commercial goods over 12m long on the ROI, Liverpool and Cairnryan Routes, over 6m long on the Continental Routes and over 8m long on the Dutch Route.
- 3.6.4 All vehicles constructed for commercial use towing a trailer where the combined length exceeds 12m.
- 3.6.5 All vehicles constructed for commercial use transporting vehicles for sporting events.

Please call 0845 070 4000 for further information regarding Freight rates and how to book.

- 3.7 **Service when you have initiated but not completed your booking or payment:** As part of our service, we may contact you within 48 hours in case you for any reason have initiated but not completed your booking, or, if your booking has been completed but we have not yet received your payment. In such case, you will receive a maximum of two reminders to the email address you have provided us with. This service is provided by us in order to make it easier for you to complete your booking.
- 3.8 **Acceptance of your booking and formation of your contract:** Acceptance by us of any payment made by you in connection with any booking does not constitute acceptance of your booking. Your contract for your booking shall take effect when we accept your booking by issuing a booking reference.
- 3.9 **When payment is due:**
 - 3.9.1 Unless otherwise advised, payment for all bookings is due at the time of booking.
 - 3.9.2 If you book a flexi or premium ticket more than 7 days in advance of travel on the Liverpool Route, the Dutch Route, the Cairnryan Route or the ROI Routes a non- refundable charge of £4 will guarantee your reservation and the booking price at the time of reservation. If you take advantage of this offer you must pay the full booking price within 2 days of making your reservation. If you have not paid the full amount due before the specified date indicated at the time of booking we shall be entitled to cancel your booking without notice, the charge of £4 will not be refunded, and we shall have no further obligation or liability towards you. You will be liable for any re-price or charges for amendments or cancellations in your booking in accordance with section 8.3.2. This offer is not available if you book an economy ticket.
 - 3.9.3 If you book an economy or flexi ticket more than 42 days in advance of travel on the Continental Route a non-refundable deposit of £100 or 10% (whichever is the greatest) of the booking price will guarantee your reservation and the booking price at the time of reservation. If you take advantage of our £100 or 10% non-refundable deposit you must pay the balance of the booking price at least 42 days before departure or your deposit will be lost and we shall have no further obligation or liability towards you. You will be liable for any re-price or charges for amendments or cancellations in your booking in accordance with section 8.3.2.
- 3.10 **How to pay:** Payment may be made by major credit or debit card or gift vouchers. Payment may be made by cash if making the booking in one of our travel centres.
- 3.11 **Prices applicable:**
 - 3.11.1 The prices (which include all applicable taxes, fees and charges) shown in Pounds Sterling on our website or in our brochures are applicable only for bookings made in the United Kingdom.
 - 3.11.2 For all non-web bookings a £10 service fee applies for vehicle bookings and a £4 service fee for foot passenger bookings. These service fees are charged per booking unless expressly stated. Foreign currency prices for bookings made abroad are shown in separate publications.
 - 3.11.3 A £3.50 charge will be made to passengers who require written confirmation of their journey sent by post. A £1 charge will be made to passengers who require written confirmation of their journey by SMS. There is no charge for notification by e-mail.
- 3.12 **We will pass on changes in certain charges to you:** If there is a change in any applicable taxes or any fees or charges imposed on us by a third party (e.g. government action, fuel charges, environmental charges, port dues etc) between your booking date and outward travel date, we reserve the right to adjust the rate of the taxes, fees and/or charges (as applicable) that you pay. You will be given the opportunity to accept the change or cancel the booking without liability.

4. INSURANCE

It is recommended that you take out Breakdown Assistance and Personal Travel Insurance which can cover you in the event that you have to cancel your trip or compensate you for delays and provide assistance following vehicle breakdown.

5. TRAVEL BY STENA LINE

- 5.1 **Check-in:** You must check-in no later than the time specified on your e-ticket and reservation advice for the particular booking; otherwise your space cannot be guaranteed and you may not be permitted to board. Travelling at a different time and/or date may result in a surcharge.
- 5.2 **Children:** Children under 16 must be accompanied by a responsible adult, whilst children aged 16 but under 18 must have written authority from a parent or guardian to travel unaccompanied. Children from 0 years up to and including 3 years travel free but must be included in the number of passengers for booking purposes.
- 5.3 **Validity of bookings:** Your booking is valid only for the departure dates and times stated unless otherwise expressly stated. If you travel on a booking purchased at a lower price than that properly chargeable for the particular journey, we will be entitled to require payment of a surcharge prior to embarkation. If, at your request, you travel on a lower-priced sailing than booked we will refund the difference in fare less any applicable amendment fees, unless you have purchased an Economy ticket when no refund will be due.
- 5.4 **Groups of 10 or more:** Vehicles with 10 or more passengers (including drivers and children of any age) must be booked as a Group. Please call our Group Travel Team on 08445 764 764.
- 5.5 **Day trips, sightseeing tours, cruises and other travel arrangements:**
- 5.5.1 We reserve the right to vary or withdraw day trips, sightseeing tours and cruises up until 36 hours before the departure time/date. They are offered subject to availability of allocated space, which may be limited.
- 5.5.2 You will be given the opportunity to accept any variation to the trip, sightseeing tour or cruise or cancel the booking without any liability. If you or we cancel a trip, sightseeing tour or cruise in accordance with this section 5.5, we will provide you with a refund of any amount paid.
- 5.5.3 **No-shows:** If all passengers on a booking fail to show for the outward sailing, the booking will be cancelled in full. If one or more passengers on a booking check-in for the outward sailing, then it will not be cancelled.
- The value and availability of any inclusive meals will be as stated on the applicable voucher. Bookings are only valid for return travel on the same day, unless otherwise expressly stated. Only one item of hand luggage is permitted.
- 5.6 **Pets:** Pets may be transported in accordance with the rules for the carriage of pets on the respective Stena Line routes.
- 5.6.1 For health and safety reasons your pet is not allowed onboard on the passenger decks or in cabins and must remain in your vehicle or in a Stena Line kennel subject to availability, except for:
- 5.6.1.1 assistance dogs, other than emotional support dogs, which are recognised as an assistance dog or where the assistance dog is not recognised but has passed an assistance dog public access certification test; emotional support dogs that are not recognised as an assistance dog will not be allowed to travel in the public areas; or
- 5.6.1.2 vessels on the Cairnryan route which have a dedicated pet area (see section 5.6.8 below); or
- 5.6.1.3 vessels on the Dutch routes which have pet cabins (see section 5.6.10 below)
- 5.6.1.4 vessels on the Continental, Scandinavia and Baltic Sea Routes (see section 5.6.11)
- 5.6.2 If you are travelling with a pet this must be declared in advance of travel at the time of booking.
- 5.6.3 Our onboard kennels are suitable for domestic pets such as cats and dogs.
- 5.6.4 If you plan to carry livestock, exotic, dangerous or larger animals you must contact Customer Services in advance of booking to determine the suitability of the facilities onboard for the safe carriage of the animal/pet.
- 5.6.5 We do not accept any responsibility for any liability or damage caused by your pet while on board. You accept that if an injury or incident occurs which was caused by your pet, you may be reported to the relevant authorities, and in some cases, it could give rise to criminal or other legal liability.
- Local rules apply:
- 5.6.6 **Car passengers on the ROI Routes:** Cats and dogs may travel in your car free of charge under the Pet Travel Scheme. Your pet is not allowed onto the passenger decks onboard.
- 5.6.7 **Foot passengers on the ROI Routes:** Foot passengers must pre-book one or more of the onboard kennels as no animals are permitted in the passenger areas onboard.
- 5.6.8 **The Cairnryan Route:** When the Stena Superfast VII or Stena Superfast VIII is operating on the route we have a dedicated pet area where small cats and dogs are permitted to travel when accompanied by their owners if they are secured in a small carrier case (maximum size of 80cm x 52cm x 52cm) for the duration of

the crossing. Passengers must pre-book their cat or dog into the dedicated pet area. Any cat or dog that has not been pre booked in or does not fit within the designated small carrier case will not be allowed in the dedicated pet area onboard. When another ship is operating the route no pets will be allowed in the passenger areas. For car passengers cats and dogs may travel in your car free of charge. Foot passengers not utilising the dedicated pet area can book a kennel.

- 5.6.9 **The Liverpool Route:** Cats and dogs may travel in your car free of charge. Your pet is not permitted in cabins or other passenger areas onboard but you can book a dog kennel allowing access to your pet throughout the crossing. A £15 charge per sailing applies.
- 5.6.10 **The Dutch Routes:** Pets are charged £14 each way and can travel in your car or in kennels that are available onboard the ship under the Pet Travel Scheme. TV monitoring of the kennel is available in all cabins and normally arrangements can be made to visit any vehicle containing pets during the crossing.
- 5.6.11 **Continental, Scandinavian and Baltic Sea Routes:** Pets are permitted to travel either in their owner's vehicle or in onboard kennels or in pet cabin subject to availability. You must advise us that you intend to bring a pet at the time of booking and in advance of travel. Pets will not be allowed in the passenger areas of the ship. Access to the car deck during the crossing is not permitted unless accompanied by a member of staff and is at staff discretion. Unaccompanied pets will not be permitted to travel. There is a maximum of 5 pets per person travelling.
- 5.6.12 Please note it is your responsibility to ensure that all the entry conditions for the country you are visiting are met otherwise your pet will not be allowed to travel. Also you must obtain and provide all necessary documents and make all arrangements including, where necessary, quarantine, to satisfy all legal requirements. Full details of the requirements for the country you are travelling is set out below.

For ROI Routes: <https://www.gov.uk/guidance/pet-travel-to-europe-from-1-january-2021> and <https://www.gov.ie/en/publication/b76e9-brexite-movement-of-pets/>

For Cairnryan and Liverpool Routes: <https://www.gov.uk/guidance/pet-travel-to-europe-from-1-january-2021> and <https://www.nidirect.gov.uk/articles/taking-your-pets-abroad>

For the Dutch routes: <https://www.gov.uk/guidance/pet-travel-to-europe-from-1-january-2021> and <https://www.government.nl/topics/brexit/question-and-answer/can-i-take-my-pet-from-the-uk-to-the-netherlands-after-brexit>

For Continental Route: <https://www.gov.ie/en/service/28ae66-pet-travel/?referrer=http://www.agriculture.gov.ie/pets/> and <https://www.douane.gouv.fr/fiche/travel-coming-france-your-pet>

6. TRANSPORT, TIMINGS, ROUTES

- 6.1 We will seek to provide you and your luggage with the journey shown on your e-ticket and reservation advice, although please note that ferries, sailing times/dates and destinations may be affected by weather conditions or port closures, or may be changed (at our discretion) due to operational requirements.
- 6.2 In the case of a cancellation or delay in departure we will inform you of the situation as soon as possible and in any event not later than 30 minutes after the scheduled time of departure. We will also inform you of the estimated departure and arrival times of your sailing as soon as this information is available.
- 6.3 If you miss a connecting transport service due to a cancellation or delay, we shall make reasonable efforts to inform you of alternative connections in accessible formats.
- 6.4 Where we reasonably expect the departure of a ferry to be cancelled or delayed for more than 90 minutes beyond its scheduled time of departure:
- 6.4.1 we may offer you refreshments, snacks or meals, in reasonable relation to the waiting time, when they are available and can be reasonably supplied. Alternatively (at our discretion) we shall provide you with a voucher for redemption at any Stena Line port or on-board outlet, the value of which shall depend on the waiting time; and
- 6.4.2 we will try to arrange a suitable alternative ferry crossing to your final destination as set out in your e-ticket and reservation advice, provided that alternative arrangements are available and can be reasonably supplied.

If we are unable to provide alternative arrangements, or you do not wish to take the alternative arrangements offered, you shall be entitled to reimbursement of the ticket price for that leg of the journey and, where relevant, a return service free of charge to the first point of departure, as set out in your e-ticket and reservation advice, at the earliest possible opportunity.

6.5

- 6.5.1 Where the delay in departure requires a stay of one or more nights we shall offer you and, unless otherwise agreed, arrange, at our cost, the provision of adequate accommodation on board, or ashore, and transport to and from the port terminal and place of accommodation. The total cost of such accommodation ashore, not including transport to and from the port terminal and place of accommodation, shall be limited to EUR 80 (where the port of departure is in the EU) or GBP 70 (where the port of departure is in the UK) per person per night for a maximum of 3 nights. We will also provide transportation to and from the port terminal and the place of accommodation, reimbursing your reasonable costs on submission of receipts (as applicable) or, if using your own vehicle, in accordance with the current Stena Line mileage policy.
- 6.5.2 Where the cancellation or delay in departure necessitates additional expenditure between your home and the port terminal we may limit our expenditure and will only compensate you for reasonable costs on submission of applicable receipts or, if using your own vehicle, in accordance with the current Stena Line mileage policy.
- 6.5.3 For the avoidance of doubt, if an offer of a reasonable alternative route is declined and you choose instead to wait at the terminal, no accommodation will be provided or funded.
- 6.6 Without losing the right to transport, you may request compensation from us if you are facing a delay in arrival at your destination port as set out in your e-ticket and reservation advice. The minimum level of compensation shall be 25% of the ticket price paid for that leg of the journey for a delay of at least:
- 6.6.1 one hour in case of a scheduled journey of up to four hours;
- 6.6.2 two hours in case of a scheduled journey of more than four hours, but not exceeding eight hours;
- 6.6.3 three hours in case of a scheduled journey of more than eight hours, but not exceeding twenty four hours; or
- 6.6.4 six hours in case of a scheduled journey of more than 24 hours.
- 6.7 If the delay exceeds double the time set out in section 6.6 above the compensation shall be 50% of the ticket price for that leg of your journey.
- 6.8 Where you hold a combined ticket for an outward and return journey compensation under sections 6.6 and 6.7 above shall be calculated in relation to 50% of price paid for the combined ticket.
- 6.9 The compensation payable in sections 6.6 to 6.8 above shall be paid in the form of vouchers unless you request payment in cash.
- 6.10 Assistance in the event of cancelled or delayed departure, re-routing and reimbursement and compensation off the ticket price in the event of delay in arrival will not apply if you have an open ticket as long as the time of departure is not specified or where you were informed of the cancellation or delay before purchase of your ticket or if the cancellation or delay is caused by your fault.
- 6.11
- 6.11.1 You shall not be entitled to compensation under sections 6.6, 6.7 and 6.9 or the provision of accommodation at no charge to you under section 6.5 where the cancellation or delay is caused by weather conditions endangering the safe operation of the ship or by extraordinary circumstances hindering the performance of the passenger service which could not have been avoided even if all reasonable measures had been taken.
- 6.11.2 Weather conditions include strong winds, heavy seas, strong currents, difficult ice conditions, extremely high or low water levels, hurricanes, tornados and floods. Extraordinary circumstances include, but are not limited to, natural disasters including fires and earthquakes, terrorist attacks, wars and military or civil armed conflicts, uprisings, military or illegal confiscations, labour conflicts, landing any sick, injured or dead person, search and rescue operations at sea or on inland waterways, measures necessary to protect the environment, decisions taken by traffic management bodies or port authorities, or decisions by the competent authorities with regard to public order and safety as well as to cover urgent transport needs.

7. YOUR RESPONSIBILITY

- 7.1 **Refunds:** You agree that you will not be entitled to a refund if you change or cancel the travel arrangements for your booking other than as expressly set out in section 8.
- 7.2 **Safety and security:** You agree that we are entitled at our discretion (subject only to refund of the fare) to refuse to provide transport for any person, luggage or vehicle for any reason related to safety or security or in the interests of other passengers or to ensure compliance with immigration, customs, health or other applicable regulations. You must comply with all safety and security regulations and notices and any instructions given to you by our employees or agents.

7.3 **Your behaviour:**

- 7.3.1 You are expected at all times to conduct yourself in a manner, which respects the health, comfort and safety of all other persons whilst on board the ship and ashore in the terminals and comply with any reasonable request made by a member of our staff.
- 7.3.2 If in our reasonable opinion your conduct or that of any other person for whom you are responsible
- 7.3.2.1 poses a threat to the safety and security of a sailing; and/or
 - 7.3.2.2 prejudices the health of, or causes distress, discomfort or unnecessary inconvenience to, other passengers or to our staff or crew; and/or
 - 7.3.2.3 endangers, threatens, injures, assaults, abuses or insults other passengers or to our staff or crew; and/or
 - 7.3.2.4 leads to the theft, loss or damage to our property onboard a ship or ashore in the terminals including fittings, furnishings and equipment or the property of any other persons; and/or
 - 7.3.2.5 leaves any ship's cabin including its fittings, furnishings and equipment in an unsatisfactory and unusable state or condition

We reserve the right to decline your booking and any future bookings or refuse to allow you to embark or require that you disembark and/or leave the terminal facilities and we may also report the matter to any relevant police or other enforcement authority. We also reserve the right to refuse to carry you on your return journey or at any time in the future. Under such circumstances we shall not refund any money that you have paid for the relevant journey, we shall have no liability to you as a result of the cancellation of your travel, and you will reimburse us any costs we incur in order to clean repair or replace property including fittings, furnishings and equipment, lost, damaged, destroyed or left in an unsatisfactory and unusable state or condition by you and compensate any passenger or crew member affected by your actions.

- 7.4 **Firearms, dangerous goods and animals:** You must not be in possession of, or transport with you dangerous goods (including but not limited to gas cylinders), firearms or animals on your journey without our prior written permission, and without compliance with all applicable regulations and the obtaining of any relevant licences.

- 7.5 **Searches:** You agree that we and any relevant port authority are entitled to carry out searches of passengers and vehicles pursuant to any statutory or other legal requirements.

- 7.6 **Travel with another carrier:** You agree that if for any reason you travel instead with another sea carrier (or are travelling on our ferry instead of with another carrier) these Terms of Business will apply.

- 7.7 **Loss/damage to luggage:** Should there be apparent damage to your luggage, we shall not be liable for any loss unless you provide us with notice in writing:

- 7.7.1 before or at the time of disembarkation for cabin luggage, and
- 7.7.2 before or at the time of its redelivery, for all other luggage.

In the case of damage to luggage which is not apparent; notice in writing is required within fifteen days from the time of disembarkation or re-delivery or from the time when such re-delivery should have taken place. You will be presumed to have received your luggage undamaged if you fail to notify us within the prescribed periods, as stipulated, unless the luggage has at the time of receipt been the subject of joint survey or inspection in which case no notice in writing need be given. We shall have no liability in respect of loss of or damage to cash, negotiable securities, gold, silverware, jewellery, ornaments, works of art, electronic equipment or other valuables unless they have been identified to and deposited with us for the agreed purpose of safekeeping. Our liability, if any, shall otherwise be determined in accordance with the Convention, subject always to a deductible of 149 SDR applying to any claim in respect of luggage and a deductible of 330 SDR applying in the case of damage to a vehicle, such sum(s) to be deducted from the loss or damage due to you.

- 7.8 **Luggage left with us:** If luggage is left with us after completion of your journey, we may after a reasonable period sell it and need only account to you for the proceeds (less storage charges and costs of sale) if you make a claim within 3 months of the completion of your journey.

- 7.9 **Failure to disembark:** If for any reason (unless the cause is a fault on our part) you and/or your luggage do not disembark at the end of the journey you and/or they may be returned at our discretion to the port of departure or taken to another port with you being charged the appropriate fare in each case.

- 7.10 **Documentation:** It is your responsibility to ensure that you have all the necessary travel documentation to comply with the requirements of immigration, customs, health and other relevant regulations. We reserve the right to check and record details of such documentation and to refuse you permission to board if such documentation is not produced to our satisfaction. You agree to reimburse us in full for any fines, repatriation or other removal costs,

detention costs and other related expenses which we bear or incur by reason of your failure to possess all the documentation required by immigration, customs, health or other applicable regulations.

- 7.11 **Alcohol:** No alcohol may be brought on board for consumption on your crossing. We reserve the right, at our discretion, to confiscate without compensation any alcohol believed to be for this purpose. Alcohol may only be consumed on board that has been purchased from the onboard bars or restaurants. We reserve the right to confiscate any other alcohol being consumed on board (including alcohol purchased from the onboard shops), without compensation and in the event of any breach of this condition we reserve the right to refuse to carry you in the future for a minimum period of 3 months.

8. CHANGES/CANCELLATION

- 8.1 You may cancel a travel-only booking at any time prior to departure subject to the cancellation charges shown in section 8.3.2 of our Terms of Business.
- 8.2 **How to cancel:** You may cancel a travel-only booking over the telephone, via our website, or by informing us in writing.
- 8.3 **Amendment/cancellation charges (Port-to-Port Fares):**
- 8.3.1 Changes in the route, date or time of your sailing, and/or changes in the passenger numbers or vehicle, and/or extra items added to your booking (subject to availability) may result in an increase in the price payable ("a Re-price").
- 8.3.2 Charges for amendments or cancellations, along with other charges, payable by you are set out below:

	Economy	Flexi	Premium
What will I be charged for changing my booking in advance of travel:	£20 for car bookings per single trip plus a Re-price. £5 for foot passenger bookings per single trip plus a Re-price.	Re-price but no amendment fee.	Re-price but no amendment fee.
What will I be charged if I cancel prior to my outward journey:			
Up to 24 hours before travel	100% of the booking price	£3 cancellation fee only	£3 cancellation fee only
Up to 2 hours before travel	100%	50%, minimum £3 cancellation fee	£3 cancellation fee only
Within 2 hours of departure	100% of the booking price	100% of the booking price	100% of the booking price
What will I be charged if I cancel after my outward journey or do not show:	100% of the booking price	100% of the booking price	100% of the booking price
Are there any extras included:	None	None	Express boarding on Dublin - Holyhead, Rosslare - Fishguard and Belfast - Cairnryan Routes. Free breakfast on overnight sailings on Dutch Routes. Free access to Stena Plus lounge on all routes except Continental Route.
Is there a charge for paying by debit or credit card:	No.	No	No

Is there a booking charge:	A £10 service fee applies for vehicle and a £4 service fee for foot passenger non-web bookings. No charge for web bookings.	A £10 service fee applies for vehicle and a £4 service fee for foot passenger non-web bookings. No charge for web bookings.	A £10 service fee applies for vehicle and a £4 service fee for foot passenger non-web bookings. No charge for web bookings.
Is there a charge if I wish to defer payment	Not applicable on the Liverpool, Dutch, Cairnryan and ROI Routes. A non-refundable deposit of £100 or 10% of the booking price (whichever is the greater) is payable on bookings on the Continental Route in accordance with paragraph 3.6.3 above.	A non refundable charge of £4 applies for bookings on the Liverpool, Dutch, Cairnryan and ROI Routes in accordance with paragraph 3.6.2 above. A non-refundable deposit of £100 or 10% of the booking price is payable on bookings on the Continental Route in accordance with paragraph 3.6.3 above.	A non refundable charge of £4 applies for bookings on the Liverpool, Dutch, Cairnryan and ROI Routes in accordance with paragraph 3.6.2 above. Not applicable on the Continental Route.
Is there a charge for carriage of pets:	A £18 charge applies on the Dutch Routes. A £15 charge applies on the Liverpool Route for the use of a dog kennel.	A £18 charge applies on the Dutch Routes. A £15 charge applies on the Liverpool Route for the use of a dog kennel.	A £18 charge applies on the Dutch Routes. A £15 charge applies on the Liverpool Route for the use of a dog kennel.

8.3.3 No refunds are payable to you for cancellation of day trip, sightseeing tours or cruise bookings where you cancel the booking, save where section. 5.5 applies.

8.3.4 Separate cancellation charges vary on a Rail & Sail booking depending on ticket type – please call 08445 762 762 for further details or see the online conditions via the following link:
<https://www.stenaline.co.uk/ferries-to-ireland/rail-sail>.

8.4 **Refunds:** Payment of the reimbursement provided for in paragraph 6.4.1 will be made within 7 days. The payment of compensation (by voucher or otherwise) referred to in sections 6.6 to 6.9 shall be paid within one month after the submission of the request for compensation less any cancellation charges and subject to any particular conditions of the product purchased, provided that a claim is made within 12 months of the intended departure date. Refunds will not be made in respect of:

8.4.1 the cancellation of pre-booked train seats.

8.4.2 unused elements of your booking.

8.5 **Tickets and Booking References:** Please ensure that you have your ticket or booking reference available for provision to the service operator at the time you wish to use the booked service.

8.6 **Bad weather:** Bad weather or sea conditions may lead to the cancellation of services. We will do our best to assist passengers when this is the case, but cannot accept liability for any costs or inconvenience incurred.

9. OUR LIABILITY

9.1 Subject to section 7.6 and the remainder of this section 9, we shall be liable for the damage suffered as a result of the death of or personal injury to you and loss of or damage to your luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.

9.2 **Limitations and exclusions:**

9.2.1 Our liability in respect of death or personal injury which is not caused by our negligence shall in no case exceed the appropriate limit under the Convention and/or the PLR, whichever is applicable. Our liability for loss of or damage to property (regardless of where the loss or damage may occur) shall in no case exceed an amount equal to the respective limits under the Convention or the PLR, whichever is applicable.

9.2.2 Please see section 7.6 for further restrictions on our liability for certain items. We shall be under no liability to you (or other passengers travelling pursuant to a booking made by you) for any loss which does not arise naturally in the ordinary course unless you have notified us in writing prior to or upon making the booking of

special facts or circumstances relevant to any such claim and we have knowingly accepted the additional risk.

- 9.2.3 Stena Line cannot be held responsible for lost or stolen property. All passengers are advised to keep their valuables safely locked in their vehicle. Passengers shall never leave their belongings unattended in public areas.

- 9.3 Unless otherwise applicable under the Convention and/or the PLR or other applicable law we shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

9.3.1 your own fault or the fault of anybody else included in your booking; or

9.3.2 a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or

9.3.3

9.3.3.1 any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or

9.3.3.2 an event which we or any supplier of services, even with all due care, could not foresee or forestall.

- 9.4 **Time-bar for actions:** Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years, subject to any suspension and interruption that may be allowable pursuant to the Convention/PLR.

The limitation period shall be calculated as follows:

9.4.1 in the case of personal injury, from the date of disembarkation of the passenger;

9.4.2 in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation; and

9.4.3 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.

9.5 YOUR LEGAL RIGHTS

9.5.1 **We are under a legal duty to supply services that are in conformity with the contract and with reasonable skill and care.**

9.5.2 **Nothing in these Terms of Business will affect your legal rights and or your legal remedies.**

9.5.3 **For detailed information about your legal rights and remedies please contact the Citizens Advice Bureau.**

10. CUSTOMS REQUIREMENTS FOR TRAVEL FROM/TO GREAT BRITAIN TO/FROM THE EUROPEAN UNION AND FOR TRAVEL FROM/TO GREAT BRITAIN TO/FROM NORTHERN IRELAND WITH EFFECT FROM 1 JANUARY 2021

- 10.1 Merchandise in baggage: Merchandise in baggage are commercial goods for trade or business use. You may need to make a custom declaration if you carry merchandise in baggage. You must ensure that customs declarations are submitted, where required, and you hold the necessary documentary evidence required by government authorities. Stena Line shall have no responsibility or liability whatsoever for completing and submitting and/or verifying the required declarations and documentary evidence. Further information can be found at:

For bringing merchandise to the UK, including Northern Ireland, in your baggage:

<https://www.gov.uk/guidance/bringing-merchandise-to-the-uk-in-your-baggage>

For taking merchandise from the UK, including Northern Ireland, in your baggage:

<https://www.gov.uk/guidance/taking-merchandise-from-the-uk-in-your-baggage>

For importing and exporting merchandise in baggage into/out of the Republic of Ireland:

<https://www.revenue.ie/en/importing-vehicles-duty-free-allowances/customs-information-for-travelling-and-duty-free-allowances/commercial-goods-and-merchandise-in-baggage/index.aspx>

11. PASSENGERS WITH A DISABILITY

- 11.1 **General and Reservations:** If you have a disability and you require any special assistance with regard to on board facilities (including cabins where available), seating, required services or the need to bring your own medical equipment or an assistance dog, you should inform us at the time of booking, or at the very latest 48 hours before the special assistance is required by e-mail (assistance@stenaline.com) or telephone (03447 707070).

- 11.2 If you have a disability we will carry you where arrangements have been made to provide for your particular needs. If you do not inform us of your particular needs at the time of booking, or at the very latest 48 hours before the special assistance is required, we will nevertheless use reasonable efforts to accommodate your particular needs.
- 11.3 You should present yourself at the designated point at the port of departure at least 60 minutes before the published embarkation time or such other time specified in your e-ticket and reservation advice.
- 11.4 **Travel with an attendant:** We may require that you travel with an attendant if it is essential for safety reasons or you are unable to assist in your own evacuation from the ferry or you are unable to understand safety instructions. Any such attendant will be carried free of charge upon submission of appropriate evidence e.g. a doctor's note that such assistance is required.
- 11.5 We may limit the number of disabled persons or persons with reduced mobility travelling on any particular sailing:
- 11.5.1 in order to meet applicable safety requirements established by international, EU or national law or in order to meet the safety requirements established by the competent authorities;
 - 11.5.2 where the design of a ferry or port terminal infrastructure makes it impossible to carry out the embarkation, disembarkation or carriage of the person in a safe or operational feasible manner;
 - 11.5.3 in order to meet Stena Line's safety policy; or
 - 11.5.4 where insufficient suitable accommodation is available.
- As the number of disabled persons or persons with reduced mobility that we are able to carry may vary from ship to ship and port to port, it is important that you notify us of any disability and special assistance requirement in accordance with section 11.1 above.
- 11.6 Where we have been notified of your special requirements under section 11.1 and it is not possible to carry you for reasons set out in section 11.5 above we shall make all reasonable efforts to propose suitable alternative transport or offer reimbursement of the ticket price.
- 11.7 Where we cause loss or damage to your mobility equipment or other specific equipment due to our neglect or fault we shall pay compensation corresponding to the replacement value of the equipment concerned or reasonable repair costs, where it is possible to repair the equipment.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. Stena Line will use your personal information in accordance with its Privacy Policy. For details, please see Stena Line Limited's Privacy Policy via the following link: <https://www.stenaline.co.uk/legal/privacy-policy>. Please take the time to read these, as they include important terms which apply to you.

13. OTHER IMPORTANT TERMS

- 13.1 **We may transfer our rights and obligations under these Terms of Business to someone else.** We may transfer our rights and obligations under these Terms of Business to another organisation, but this will not affect your rights or our obligations under these terms.
- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms of Business to another person if we agree to this in writing.
- 13.3 **If a court finds part of these Terms of Business illegal, the rest will continue in force.** Each of the paragraphs of these Terms of Business operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 **Even if we delay in enforcing these Terms of Business, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms of Business, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.5 **Inconsistencies between these Terms of Business and any other applicable terms:** Where there is any inconsistency between these Terms of Business and any applicable terms, the terms with the most favourable provisions to you shall prevail.
- 13.6 **Law and jurisdiction:** English law shall apply to the arrangements made with you and the English courts shall have non-exclusive jurisdiction over any legal proceedings between us and you. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.