

## General ferry booking terms and conditions

These booking terms and conditions (the "Booking Conditions"), and the Conditions of Carriage which are set out below, apply to all ferry bookings with Brittany Ferries. Please read them carefully before making a booking.

By making a booking, you will be entering into a contract for ferry travel with BAI SA, which acts through its appointed sales agent BAI UK Limited, a company registered in England and Wales under company number 01080495, and whose registered office is at Millbay, Plymouth, PL1 3EW. We shall refer to BAI SA in these Booking Conditions as 'Brittany Ferries', "we", "our", or "us"; and we shall use "you" to mean the person making the booking and any person included in the booking and travelling on the ferry.

If you have booked a ferry trip and accommodation with us, these Booking Conditions will not apply. Please instead see our Holiday Terms and Conditions.

These Booking Conditions and any dispute or claim in connection with your booking will be governed by the law of England. You and we both agree that the courts of England will have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Booking Conditions and your booking.

## **FARES AND GENERAL INFORMATION**

Fares are based on specific travel dates and times and may require you to return to the UK within a specified period.

Fares are subject to availability at the time of booking and may change at any time before your booking is confirmed. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.

We reserve the right to make a surcharge after the date of booking but before the outward travel date if there is an increase in taxes, fees or charges (e.g. government action, fuel charges etc). No surcharges will be made within 30 days of the outward travel date. You will be given the opportunity to accept the surcharge or to cancel with a full refund and without liability.

Fares are only valid for the sailing dates/times indicated. Open return tickets are not available. The maximum validity of our tickets is 12 months from the date of the outward leg.

We will not carry passengers under the age of 16 unless an adult of 18 years or over accompanies them. Children travelling with an adult other than their parents or legal guardians must have a letter of consent.

If you vary sailing dates and times, or misuse the terms of the ticket or any promotion, then the difference between the cost of your original ticket and the appropriate current fare will be charged. Any additional charges are payable prior to boarding.

The lead name on the booking will be the person responsible for the booking (the "Lead Name"). The Lead Name must be at least 18 years old at the time of booking. The Lead Name confirms that all passengers agree to be bound by these Booking Conditions and that the Lead Name has the authority to accept and does accept these Booking Conditions on behalf of all passengers.

The Lead Name shall be responsible for paying the deposit, and the full price, for making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking.

At the time of booking, the following information will be required where applicable: vehicle registration number, passengers' first names, surnames, dates of birth, gender and nationality. The Lead Name must ensure and hereby confirms that the details provided for all passengers to the booking are full and accurate. The Lead Name must also check all descriptions on the travel documentation received after booking and inform us immediately of any errors or instances where personal details do not correspond with those shown on the passports of those travelling under the booking. A service charge may apply for bookings made through our call centre.

For overnight crossings to France and on our Spanish service, a cabin or reclining seat must be pre-booked whilst availability remains. Bookings without on board accommodation may only be accepted on our French routes after all such accommodation has been reserved.

Vehicle and passenger space plus on-board accommodation are subject to allocations and therefore may not always be available with certain types of fare. Motorised vehicles must arrive at the designated port of departure for both outbound and return sailings under their own power. Failure to do so will invalidate this transport contract and will be treated as a no-show. Vehicles not specifically constructed or adapted for the carriage of passengers are subject to freight tariffs. For further information and rates, contact our Freight Sales Team on 0330 159 5000. Please note that if you arrive at your designated port with a passenger booking, in circumstances where you should instead have made a

freight booking, then this transport contract is invalid and will be treated as a no-show. Travel will only be permitted if it is possible to make (and you do make) a freight booking and payment of any additional cost is made in full. In these circumstances, your carriage cannot be guaranteed and we will have no liability to you when you are denied travel because you should have made a freight booking but failed to do so. For more details about making freight bookings, please visit our [Freight website](#).

Luggage sizes in public areas on our high speed services are limited to 45cm (equivalent to hand luggage at airports), all other luggage will be stored remotely for the duration of the crossing.

Onboard facilities vary depending on route, vessel, dates and time of travel.

Please note that smoking (including electronic cigarettes) is only permitted on designated outside decks with the exception of high speed services which may be completely non-smoking (please check at time of booking).

To monitor customer service and for training purposes, we record telephone calls.

## **CONFIRMATION AND PAYMENT**

### **Booking Option (not available online)**

If you contact us by telephone, a booking option and price quote (where a booking reference has been given) may be held for 24 hours pending receipt of deposit/balance; after this point it will be cancelled if the deposit/balance is not paid. Booking options are not available within 5 days of the outward travel date.

### **Confirmed Booking**

We require payment to secure a booking, the amount of which will either be a percentage of the full booking value (with the balance to be paid 60 days before travel) or the full booking value. This is dependent on the type of ticket purchased, which will be advised at the time of booking and which is summarised in the table below:

<b>Ticket type</b>	<b>Payment requirements</b>
Economy*	No deposit option. Full payment is required at the time of booking.
Standard	A deposit of 50% of the total booking value is payable upon booking, with the balance 30 days before outward travel.
Flexi*	A deposit of 25% of the total booking value is payable upon booking with the balance 30 days before outward travel.
Special offers	No deposit option. Full payment is required at the time of booking.

In cases where the booking is made less than 60 days before the date of the outward journey, the full price will have to be paid at the time of booking for all ticket types.

From time to time there may be exceptions to the rules described above. If this is the case, we will advise you of such exceptions prior to booking and the relevant information will be printed on your invoice and booking confirmation document.

If payment is not received by the relevant time, we may cancel your booking. In this case, your travel documents will be invalidated, you will be treated as having cancelled your booking and you will only be entitled to a refund in accordance with the rules set out in the cancellation section below. We shall have no further liability to you in this regard.

Upon acceptance of your booking, we will issue a confirmation document by email, or if requested, by post. It is at this stage that a contract is formed between you (including all persons travelling and named in the booking confirmation) and us. By entering into the contract, you confirm that you are satisfied with the details of travel offered by us and that you have accepted these Booking Conditions.

We shall be under no obligation to issue a booking confirmation to you after you have placed a booking with us. We will not issue such a confirmation if we

discover an error in the pricing of the ticket or if the ticket is no longer available. If, for any reason, we are not able to accept your booking, we will inform you of this and will not process your booking further. We will then arrange for you to be refunded any part of the ticket you have already paid, unless you decide to use it towards making a different booking.

## AMENDMENTS BY YOU

We understand that your plans may change and so we provide you with a range of different ticket options so that you can choose the one which is most suitable for your needs.

If you wish to make a change to your booking after we have issued the booking confirmation, please ask the Lead Name to contact us. We do not have a legal obligation to make any changes to your booking, but we may, at our sole discretion, try to accommodate your request. If we agree to make a change, you agree to pay us an amendment fee in accordance with the terms set out in the table below.

<b>Ticket type</b>	<b>Amendment fee "Per Booking"</b>	<b>Decrease in the ticket price caused by amendment</b>
Economy	£20/€20 fee per amendment	No refund
Standard	Free amendments up to 2 weeks prior to outward sailing. £20/€20 per amendment within 2 weeks and after outward sailing	Refund by voucher up to 2 weeks prior to outward sailing. No refund within 2 weeks and after outward sailing
Flexi	Free amendments up to 4 hours prior to outward sailing. £20/€20 per amendment within 4 hours and after outward sailing	Refund by method of payment up to 4 hours prior to outward sailing. No refund within 4 hours and after outward sailing
Special offers	Amendments are not permitted	Amendments are not permitted

Additional conditions:

You will also be liable to pay for any increase in the ticket price caused by the amendment . Amendments are not permitted for no shows (after scheduled departure time). When travel dates are amended and the booking is subsequently cancelled, the cancellation fee will be based on the time between the date the first amendment was made and the original date of outward travel. The deposit is always non-refundable in case of amendment and/or cancellation . The name of the Lead Passenger cannot be amended.

All amendments are subject to the following amendment terms:

Where an amendment fee is applicable, it is payable prior to making the change, and it is non-refundable.

All amendments are subject to availability and any applicable fare increases which may be caused by the amendment.

Amendments are not permitted for no shows and cannot be made in a way which will alter the sequence of the ticket(s).

Once a confirmation document is issued, the ticket type cannot be changed.

Any exceptions to these terms (e.g. special offers, mini cruises) will be advised to you, prior to accepting the booking.

## **CHECK IN**

All departure/arrival times are local – please refer to your travel documents for confirmation of the exact times.

The latest arrival time at the port for each journey will be shown on your travel documents. This may vary depending on whether you have any special requirements, or you are travelling as part of a group, or for other reasons. If you do not meet latest check in requirements, your space will not be guaranteed.

## **SPECIAL REQUIREMENTS**

Limited medical services may be available on board. Where they are, there may be a charge for their use. It is your responsibility to ensure that if you have a disability or reduced mobility, your needs are communicated to us at the time of booking. If you travel with a pre-diagnosed condition then travel is entirely at your own risk. Please ensure that you obtain advice from your own doctor before travelling.

We are unable to transport anyone who is 32 weeks (or 28 weeks for the High Speed Service) or more pregnant at the time of travel or travellers with pregnancy complications.

For information and advice on health matters while travelling abroad, visit <https://www.gov.uk/guidance/uk-residents-visiting-the-eueeea-and-switzerland-healthcare> We also recommend you visit <https://www.gov.uk/foreign-travel-advice> prior to travel.

It is important you ensure that, ahead of your journey, you arrange and have in place adequate travel and health insurance. It is a condition of your booking that you have suitable insurance in place.

## CANCELLATIONS BY YOU AND REFUNDS

We know things don't always go to plan, and there will be occasions when you may need to cancel your booking. We therefore offer a range of ticket types which have different cancellation rules so that you can choose the best option for your requirements. The table below sets out the cancellation fees which will apply per person, together with the refund arrangements, depending on the type of ticket you have purchased. Unless a refund is stated to be made by way of vouchers, all refunds shall be made using the payment method used to make the booking.

<b>Days until first scheduled outbound travel date</b>	<b>Economy</b>	<b>Standard</b>	<b>Flexi</b>
60 or more	Non-refundable	Cancellation Fee: 50% of price of ticket or deposit if greater	Cancellation Fee: 25% of price of ticket or deposit if greater
15-59	Non-refundable	Cancellation Fee: 50% of price of ticket or deposit if greater. Refund: 50% by voucher	Cancellation Fee: 25% of price of ticket or deposit if greater. Refund: 75% by method of payment

**Days until first  
scheduled  
outbound travel  
date**

**Economy**

**Standard**

**Flexi**

Less than 15

Non-  
refundable

Non-refundable

Cancellation Fee: 25% of price  
of ticket or deposit if greater.  
Refund: 75% by method of  
payment

Less than 4 hours

Non-  
refundable

Non-refundable

Non-refundable

Regardless of this ticket choice, we strongly recommend you take out a suitable travel insurance policy to cover unexpected eventualities. If you need assistance with this visit [www.brittanyferries.com/insurance](http://www.brittanyferries.com/insurance).

Any variation to these standard cancellation terms will be advised at the time of booking.

All cancellations and refunds are subject to the following terms:

## **Vouchers**

Any refund voucher issued to you will be valid for two years from its date of issue (for a journey starting before its expiry) and cannot be converted into cash. The voucher, which is non-transferable, will be issued in the name of the Lead Name. Please see additional terms and conditions on the voucher itself.

## **Method and timing of cancellation and refund requests**

If you would like to cancel your booking, please ask the Lead Name to contact us.

You must cancel your booking before the date of your outward journey. Failure to do so will be considered a no show and any refund amount will be forfeited.

When travel dates are amended and the booking is subsequently cancelled, the cancellation fee will be based on the time between the date the first amendment was made and the original date of outward travel.



Applications for any refunds must be made within 4 weeks of the return travel date.

### **Bookings which cannot be cancelled or where it is not possible to receive a refund**

Promotional fares (Including Spanish mini cruises and 24 hour returns) fares are non-refundable.

Amendment fees are non-refundable.

Refunds are not applicable on:

- Unused legs of bookings, this includes, but is not limited to: partially used tickets, tickets that are not used in sequence; and
- Add-ons such as Wi-Fi, meals, cabin upgrades that were booked for the said unused legs

## **COOLING OFF PERIOD**

We allow a 24 hour cooling off period in which you can decide that you no longer want to continue the booking. If you contact us to cancel your booking within 24 hours of your receipt of the booking confirmation, we will provide you with a full refund.

## **CHANGES AND CANCELLATION BY US**

The scheduled departure and arrival times advertised by us, the identity of the ships and the facilities and services available on the ships, are liable to change owing to operational, technical or scheduling reasons. We reserve the right to do so. They may also change due to unavoidable and extraordinary circumstances, by which we mean a situation which is beyond our control and the consequences of which could not have been avoided even if we had taken reasonable measures to do so. By way of example, this may include strikes and other industrial disputes, port closures, weather conditions which make it impossible to travel safely to the destination as agreed in the booking, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural disasters or Government regulations, orders or advice.

If we change or cancel your booking, you may be entitled to certain legal rights as described in sections 2(ii), (iii) and (iv) in the Conditions of Carriage below. Other than as described in these sections, we shall not be liable to compensate

you for any loss or costs you incur as a result of changes or cancellations made by us.

## **CONDITIONS OF CARRIAGE**

These conditions, including the Athens Convention (as amended by the 2002 Protocol), form the agreement between you and BAI (SA), the performing carrier. They apply to all persons and luggage (including any vehicle) carried on our ships whether or not a ticket has been issued to such persons. In these Conditions the word "luggage" includes any vehicle, if you are travelling with one.

## **THE ATHENS CONVENTION**

Passengers are advised that the provisions of the convention relating to the Carriage of Passengers and their luggage by Sea 1974 as amended by the 2002 Protocol ("the Athens Convention" which includes orders made in relation to the Athens Convention) are applicable.

The Athens Convention in most cases limits our liability for death, personal injury, or loss of, or damage to luggage and makes special provision for valuables. The limits of liability are laid down by Orders issued from time to time under the Merchant Shipping Act 1995 and the Merchant Shipping Regulations 2012.

The Athens Convention presumes that luggage is delivered undamaged by us to you unless written notice is given to us:-

(a) In the case of apparent damage, before or at the time of disembarkation or redelivery; a damage report is available from the ship's officer, this report does not constitute an acceptance of liability.

(b) In the case of damage which is not apparent, or of loss, within 15 days from the date of disembarkation or redelivery, or from the time when such redelivery should have taken place.

It is a term of these Conditions that the Athens Convention also applies to all people travelling on the ship, and to their luggage, and vehicles even if they are not defined as passengers under the Athens Convention. If for any other reason that Convention would not otherwise apply, the Terms of the Athens Convention will apply at all times whether or not you or your luggage or vehicle are on the ship concerned or on any land based facilities for which we are responsible.

We can provide you with a copy of the Athens Convention and details of the current liability limits on request. You may also find a summary of these on our website.

## **1. DEFINITIONS**

In these Conditions reference to "you" and "your" means any person travelling on the Ship (except our crew). Where the ticket is issued to a person or company, which is not travelling on the Ship, it includes that person or company or any employee or other person acting under its direction. "Your luggage" means any property, luggage, and vehicles in the possession, custody, or control of you or any other person travelling on the Ship and will include any unaccompanied goods or vehicles unless they are the subject of a separate bill of lading or contract of affreightment. "Us", "we" or "our" means BAI (SA) registered in France under number 927 250 217 00027 with its registered office at Port du Bloscon 29680 Roscoff.

## **2. OBLIGATIONS OF BAI (SA) – THE PERFORMING CARRIER**

Our obligations and liabilities as the carrier are limited by those set out in EU regulation No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterways. Full details of the regulation are available on request (and on our website) but they are summarised below in sections i, ii, iii, iv, and vi. Where there is any inconsistency between our summary below and the terms of the regulation, the terms of the regulation shall prevail:

(i) Travel It is our objective to provide you, and where appropriate your luggage, with the journey(s) shown on your tickets, but sailing times and destinations, whether shown on your tickets or otherwise notified to you, could be affected by industrial action, weather conditions, mechanical breakdown, government requirements or other factors extraordinary or otherwise that are outside of our control.

(ii) If Cancellation or Delay of more than 90 minutes from the scheduled departure time In this event, where you are at the port of departure and where we can reasonably do so, we will supply refreshments or snacks in relation to the waiting time. Should the delay or cancellation, other than those caused by weather conditions endangering the safe operation of the ship, necessitate additional overnight stay(s), adequate accommodation will be offered to each passenger, where physically possible to do so. This could be on board or ashore. The cost of accommodation will be limited to €80 per night (excluding transportation to and from the port) and a maximum of 3 nights.

(iii) Re-routing and reimbursement in the event of cancelled or delayed departures Where a sailing is delayed for more than 90 minutes or cancelled we will provide you the choice of either a specific re-routing option to your final destination as set out in your transport contract, at the earliest opportunity and at no additional charge; or re-imbusement of the price that was paid for transport contract within 7 days.

(iv) In the event of a delay in scheduled arrival time Excluding delays caused by adverse weather conditions endangering the safe operation of the ship or extraordinary circumstances which are unavoidable, delays in the arrival time means that passengers may request compensation of 25% of the price paid for the delayed service if one of the following criteria is satisfied: a 1 hour delay on a 4 hour journey, 2 hour delay on a 4 to 8 hour journey, 3 hour delay on a 8 to 24 hour journey and a 6 hour delay a journey of more than 24 hours. The compensation shall be 50% if the delays are twice the above.

(v) Alternative carrier If for any reason defined in paragraph (iii) you or your luggage is transferred to another carrier, you and your luggage will travel on the other carrier's Conditions of Travel but we will still be entitled to the protection given to us by those Conditions.

(vi) Access BAI (SA) reserves the right to refuse customers boarding and/or any new reservations on its vessels, in particular in the following cases:

- a) failure to comply with BAI (SA)'s conditions of passenger transport;
- b) circumstance or behavior that poses a risk to you and/or us, our customers, our employees, third parties and the property of the above-mentioned persons;
- c) carriage, access refused by the national authorities of the country of departure and/or arrival;
- d) inappropriate behavior likely to disrupt embarkation, transport or disembarkation;
- e) offensive behavior towards BAI (SA) staff or other passengers.

(vii) Passengers with a disability or reduced mobility Any passenger who has a disability or reduced mobility, even if temporary, is required to inform us at least 48 hours in advance of the scheduled departure, so that we can look to provide adequate assistance in embarkation and disembarkation of the vessel and to assess our ability to carry you and any medical equipment safely throughout your journey. The same may apply for any illness or condition that may require additional intervention from us. Should we not be able to carry you in a safe,

operationally feasible manner throughout the journey we will inform you immediately and you will be given alternatives or provided with written details on the reasons we cannot do so. (viii) Ship's Accommodation Accommodation will be provided for you if it is shown on your ticket. However, if for any reason we are unable to provide you with that accommodation or equivalent, we will either refund that part of your fare relating to the accommodation not provided or, if lower cost accommodation is taken by you, we will refund the difference in cost. That will be the limit of our liability to you.

(ix) Other Services (a) Where we have arranged other services for you, such as other transport or accommodation on land, we are acting as your agent in booking such services and the terms of that carrier or supplier will apply to you and we will not be liable to you in this matter. (b) The exclusion in paragraph (a) above does not apply where other services are included as part of a Package Holiday offered by us. We would refer you to our Holiday Booking Conditions contained in our brochures, for further details.

(x) Package Holidays Where the contract you have with us is for a Package Holiday, sections 2(ii), 2(iii) and 2(iv) do not apply as these pertain to transport contracts only and are instead governed by the Package Travel and Linked Travel Arrangement Regulations 2018. Please refer to our Holiday Terms and Conditions.

(xi) Re-routing Where passengers are entitled to mileage allowances, as in 2(ii) transfers to and from the port, 2(iii) re-routing and any other occasion that may arise, the mileage rate will be limited to a maximum of 25p per mile.

### **3. PRICE**

After written confirmation of your booking, prices will not be increased, except in exceptional circumstances such as due to government action, fuel price increases, currency fluctuations or a change in port charges. Details of these are contained in the Booking Conditions or can be found in the Holiday Booking Conditions for Package Holidays contained in on our website. In any event there will be no increase within 30 days prior to departure. If an increase is unacceptable to you, you have the right to cancel your booking and a receive a refund of the fare paid.

### **4. YOUR OBLIGATIONS**

(i) Conditions of Travel In accepting a ticket to travel on our ship you agree to be bound by these Conditions. In booking any journey you also act as agent on behalf of any person travelling with you on your ticket, and you undertake on behalf of all such persons that they are and shall be bound by these Conditions.

(ii) Arrival at Port Present yourself at the port of departure no later than the arrival time specified on the travel document.

(iii) Dangerous Goods and Firearms You must not bring dangerous goods, firearms or knives on board, on your person, or in your luggage unless you have obtained written permission from us and possess legal authorisation. Dangerous goods must be declared at the time of booking and can only be transported in a vehicle, therefore are not permitted in the case of a foot passenger. Explosive ordnance and neutralised explosive ordnance of military origin (shells, projectiles, grenades, etc) are prohibited. If you are unsure about whether or not goods are dangerous then you must contact us in advance otherwise we may refuse you entry to the ship, without any liability on our part. The transport of petrol/diesel cans is strictly limited to a maximum of 5 litres per vehicle providing it is in a sealed container designed specifically to carry fuel. There is a limit to the quantity of gas cylinders that may be carried, (including medical gas), for confirmation and authority to carry any gas cylinders please contact passenger services prior to travel.

On arrival at the port you must report to the Duty Terminal Manager and follow his/her instructions regarding loading and necessary storage of these goods.

(iv) Animals Animals will not be allowed on board unless you have our prior permission and you have obtained the necessary licences and complied with all relevant regulations. This includes assistance dogs. Please seek advice from your vet. It is a requirement that dogs (excluding assistance dogs) must wear a muzzle at all times when in the terminal, if exercised on board or transferred to a kennel or a pet friendly cabin. Pets must remain under the control of owners and be kept on a lead at all times. We ask customers to respect these animals and not to pet them. It is the responsibility of the animal's escort to obtain and comply with current regulations for the transport of animals. If any problem arises with the transportation of a pet which requires the use of quarantine facilities upon arrival in the UK, then the pet's owner/escort will be fully responsible for these expenses.

(v) Travel Documents All passengers whether adult or minor must obtain and bring with you all necessary travel documents, such as valid passports, inoculation certificates and visas, to enable you to enter the countries which you intend to visit and for re-entry into the UK or Ireland. Failing to produce the necessary documentation will result in boarding being denied or if fines are applied by Statutory Authorities, we have the right to recover these from you. Brittany Ferries accepts no responsibility for passengers refused entry to any country by the relevant authority for whatever reason.

(vi) Instructions Given to You You must familiarise yourself and comply with all the ship's safety regulations and notices and follow any instructions given to you on your ticket and other travel documentation or by our staff during the journey.

(vii) Aviation and Maritime Security Act 1990 In a UK port under the Aviation and Maritime Security Act 1990, no suspicion of an individual is required for a recipient of a direction to arrange searching of a random sample or of all passengers, baggage and/or vehicles under Section 22.

Section 22(3) states that if there is cause to suspect that an article is in or may be brought into the harbour area or on board ship (as described in section 22(6)) a search can be carried out.

Those passengers who fail to cooperate with these directions may be removed from the harbour area, and prevented from travelling. No refund will be given under these circumstances for any unused portion of the ticket.

(viii) Breach of Your Obligations In the event of you deliberately or negligently causing damage to the vessel or her furnishings, or equipment, or any property of BAI (SA), or to any other party, you shall be fully liable for such damage and shall indemnify BAI (SA) against all costs or claims thereby arising.

If you do not comply with all the requirements of these Conditions you will be liable to us for any loss we suffer, and we shall have a general lien on all your luggage and property accompanying you, together with the right to sell it to compensate us for all losses you have caused. This includes the costs of enforcing the lien and the cost of the subsequent sale.

## **5. GENERAL**

(i) Care of Luggage It is your responsibility to take care of any luggage in your possession or under your control. Subject to the Athens Convention we accept no liability for any luggage lost on board or left with us after the journey. However, if such luggage is found, we will usually store it at the UK port for a period of time for you to reclaim. On reclaiming any such luggage, you must pay our reasonable storage or postal charges.

(ii) Inability to Leave If, for any reason, you and/or your luggage are unable or are prevented from leaving the ship when the journey ends, we will return you and/or your luggage to the place of departure, or the next Port which the ship visits, and may charge you the appropriate fare.

(iii) Law and Courts These Conditions of Carriage and any dispute or claim arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Conditions of Carriage or their subject matter or formation.

(iv) Variation of Terms We may vary any of these Conditions by giving you written notice. If a variation is necessary as a result of a change in the Law (national, European Community or international) this will be applied immediately or as directed. Our staff are not authorised to vary or waive the terms of these conditions.

(v) Extent of Protection We make these Conditions of Travel on our own behalf and also on behalf of each of our servants and agents and all of the protection provided to us shall also extend to such persons. In addition, you must indemnify us in respect or any claims made by any third parties for any loss or damage of any kind incurred in connection with you, your luggage or vehicle to the extent that such claims exceed the amount for which we would be liable to you under these Conditions of Travel.

(vi)The rights of passengers travelling by sea in the event of accidents These are specified by EC regulation 392/2009, the summary of this regulation is available on our website [www.brittanyferries.com](http://www.brittanyferries.com). This regulation does not affect the rights of the carrier to limit their liability for accidents in accordance with the international convention on limitation of liability for Maritime claims of 1976, as amended by the 1996 Protocol in its' latest version. Accidents under the regulation include both shipping and non-shipping incidents in the course of carriage.

## **BRITTANY FERRIES CUSTOMER SERVICE**

If you find cause for complaint whilst travelling with us, or in your dealings with our Company, please notify our staff, as we would wish to resolve the matter immediately. If we are unable to do so, then please write to Customer Services, Brittany Ferries, Millbay, Plymouth, PL1 3EW within 30 days of the problem occurring, quoting your booking reference.

You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us. It will not determine how your complaint should be resolved.



## **DATA PROTECTION**

Brittany Ferries takes its responsibilities regarding privacy and security of customer information very seriously. The data we obtain from you is required to process your booking or enquiry as requested and to comply with requirements under applicable law and regulation. We comply with the General Data Protection Regulation. The Data Controller is the Company Secretary, BAI (UK) Limited (Brittany Ferries), Millbay, Plymouth, PL1 3EW, company registration number 1080495. We may use certain data to inform you of future offers. If you do not wish to receive this information then please contact us. You are also entitled to a copy of your personal data which is held by us. For full details of our data and privacy policies, please refer to our [privacy policy](#) on the website.