

**GENERAL BOOKING TERMS & CONDITIONS  
AND CONDITIONS OF CARRIAGE**

## INTRODUCTORY EXPLANATION

These booking conditions apply to all bookings made through DFDS Seaways Limited ('us'). Please note that they vary depending on whether you book a 'package, or 'other travel arrangements'.

A 'package' is any booking for any form of transport and overnight accommodation on land (or any combination of either transport or accommodation and another 'tourist service', such as a tour or car hire) provided those components are booked at the same time and full payment for them is made to us (for example, all Brochure Holidays are Packages). Bookings of any other kind, including bookings for Ferry Service transport only, or for components, which are booked at different times, constitute 'Other Arrangements'.

Operating a ferry service (whether part of a package holiday or not) is a complex business. Our paramount concern must always be the safety and comfort of our passengers and crew. In many respects we rely on third parties and on circumstances beyond our control including the weather. In this context we emphasise three things: -

- a. We recommend that wherever possible, you contact our sailing information enquiry line 0871 882 1777 or website [www.dfds.co.uk/delays](http://www.dfds.co.uk/delays) at least two (2) days before your sailing date to ascertain that no circumstances have arisen which will affect or might affect your journey.
- b. Circumstances Beyond our Control (which are called 'force majeure' in these General Booking Terms & Conditions and Conditions of Carriage) include (but are not limited to) war, threat of war, terrorist activity, threat of terrorist activity, regulatory control or advice, bad weather, level of water, fire, civil strife, industrial disputes, natural disaster, nuclear disaster, technical problems, changes of schedule or operational decisions of transport provider or the Master of the vessel, passenger conduct or similar circumstances.
- c. It is an overriding condition of any booking that whatever the fare and whether the booking is for a package or otherwise-the maximum number of passengers occupying any cabin may not exceed the number of cabin berths plus 1 child under 4 years of age.  
We act as an agent for DFDS A/S and the other surface carriers whose transport services are featured in our literature. As between you and DFDS A/S and any shipping/rail company, the relevant shipping/rail company's conditions of carriage will apply (see paragraph 12 below).

### 1. Booking and Paying

- (a) Full payment is due at the time of booking for all our products. However, this does not apply for group bookings of 20 or more people and bookings through credit agents, who must pay a 25% deposit with full payment at least 56 days before departure.
- (b) You can book direct with us or via a travel agent. "Credit Agents" are travel agents who have a special credit arrangement with us. Both we and/or your travel agent can confirm if they are a "Credit Agent". You can pay by Mastercard, Visa, Delta, Switch, Diners Club, American Express or cheque. Payments by cheque via the post will be accepted for telephone bookings only and must be received within 5 days of making the booking or 10 days prior to sailing if this is sooner. Cheques should be made payable to DFDS Seaways Ltd. A fee of 2.5% of the transaction value, minimum charge £4.00 maximum charge of £25 will be levied on all credit card transactions over £20 in value. Products which can be booked via our website may also be booked through our Call Centre. Please note that a telephone booking fee will apply to any Sea Crossing (Ferry Service transport) or Short Cruise Break bookings made via the telephone. The fee will be £10 for Short Cruise Breaks, £30 for tailor made and touring holidays, and £20 for all other bookings. DFDS Seaways Ltd reserves the right to charge an appropriate, fully refundable good behaviour bond particularly where parties are concerned.

### 2. (a) Confirmation/Travel document

Bookings will only be accepted subject to these terms and conditions. Once you have booked, we will provide you with a booking reference and at that stage a binding contract exists. We will then issue, by post or email, a confirmation advice setting out the details of your booking. You must check all the details carefully and, in particular, check that you have sufficient personal and vehicle insurance to cover the journey. You must let us know at once if anything is incorrect. The confirmation advice is your travel document which you should take with you to the port. No separate ticket will be issued. All vouchers will be issued at the port of departure.

#### (b) Customers with special needs - Disabled Policy

If you or someone you are booking for has limited mobility or some other physical characteristic which makes travel more difficult than it is for others, it may be that some aspects of our services will pose problems. We welcome such customers and will offer whatever help we can. Often the problems can be overcome. However, please note the following conditions: -

- (i) We need to know about your requirements before you book. We cannot make special arrangements on the day you travel for requirements we do not know about beforehand. If you have not given us full details of any special needs, please contact us immediately.
- (ii) If it is possible, in our view, to adjust the service you have booked to accommodate your requirements at no extra cost, we will do so.
- (iii) If it is possible, in our view, to adjust the service you have booked, but at some extra cost, the price of your booking will be increased accordingly. Extra costs may be necessary if we need, for example, to upgrade your cabin so that you can access it by wheelchair or if we need to arrange a taxi instead of a coach.

#### (c) Customers acting as Group Organisers

If you are organising a group of individuals and booking on their behalf, then the following additional obligations apply to you, whether or not you yourself are part of the Group: -

- (i) You are deemed to act as agent (in law) for all the individuals in the Group. Accordingly, you are saying to us that you have authority to commit each individual to the obligations contained in these Booking Conditions as if they had themselves booked with us individually.
- (ii) You accept personal responsibility to check that each individual (1) has the necessary valid documents to permit travel and (2) has, where relevant, noted and complied with 2(b) above in relation to 'Customers with Special Needs'.
- (iii) You accept the duty (whether or not you travel personally) to ensure that you identify, by name and address, at the time of booking the Party Leader who will be responsible to us and to the Master (on board) for the marshalling and conduct of the individuals.
- (iv) You promise to ensure that all individuals are fully aware of the Booking Conditions and to bring these to the attention of each individual.
- (v) You (personally) indemnify us against any breach (including non-payment) by any individuals within the Group (whether they travel or not) of the Booking Conditions or of any failure by such individuals (whether adult or child) to maintain proper standards of conduct.
- (vi) You accept, on behalf of each individual, the duty to provide such deposit, good behaviour bond and, where relevant, full up-front payment before embarking on any journey with us or before accepting any service from us.
- (vii) You confirm that you act as a Group Organiser only and that you have no direct or indirect connection with the business of supplying travel services.

### 3. (a) Ferry Service Only Conditions

Ferry service bookings can only be accepted from UK residents and travel documents can only be sent to an address in the UK.

- (i) We operate a flexible pricing fare structure. Prices are dependent upon demand, day of departure and how far in advance the booking is made. Prices will also vary according to the grade of cabin chosen. Supplements may apply and may vary between routes and from time to time. Please see our website [www.dfds.co.uk](http://www.dfds.co.uk) for details.
- (b) **Payment rules: flexible price fares for routes: Harwich to Esbjerg, Newcastle (North Shields) to Amsterdam (Ijmuiden), Copenhagen to Oslo:**  
All bookings must be paid for in full at time of booking; cash on departure is not permitted. It is possible to change your ticket for another date and the value of the existing ticket can be used against the new ticket and a premium paid where due. However, refunds will not be given where the new cost is lower.

### 4. Ferry Service Fares - Alterations and Cancellations by you on any route.

It is possible to alter certain bookings via our website [www.dfds.co.uk](http://www.dfds.co.uk) free of charge.

All Ferry Service bookings may also be altered by telephoning us direct. The following charges will then apply:

- |                                                                                                                                                                                                                                |   |                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------------------------------------------------------------------------|
| (a) Name changes: per request per booking                                                                                                                                                                                      | : | £10                                                                            |
| (b) Departure date, cabin or route changes<br>each occasion, per booking                                                                                                                                                       | : | The greater value of any<br>each occasion, per booking fare<br>increase or £20 |
| (c) (i) Cancellation of Ferry Service Bookings by Groups of 20 or more people and of Ferry Service Bookings made through credit agents will be charged at 25% of the total fare if cancelled 57 days or more before departure. |   |                                                                                |
| (ii) All other cancellations of ferry service bookings will be charged at 100% of the total fare.                                                                                                                              |   |                                                                                |
| (iii) Cancellations must be notified in writing and cannot be accepted by telephone                                                                                                                                            |   |                                                                                |

### 5. Accompanied Vehicles

#### Passenger Vehicle Fares

The prices advertised only apply to private passenger accompanied vehicles and trailers containing personal items as normally required for holidays or personal visits. Carriage of gas bottles and petrol: a maximum of 2 x 11 kg gas bottles (disconnected and turned off) and only 1 purpose-made petrol-can per motor vehicle (max 23 litres / 5 gallons) is allowed.

Vehicle fares advertised do not apply to vehicles over 10 metres in length or to those carrying commercial goods subject to customs documentation. Commercial cargo carried in cars, luggage trailers etc. will be charged according to freight tariff. Details of charges for such vehicles are available on request. For vehicles with a seating capacity of 12 or more persons, coach rates apply regardless of the vehicle's dimensions - details available upon request. Bicycles must be booked in advance.

#### Commercial Vehicles

Vehicles which are carrying commercial goods but which have not been declared as such will be requested to pay additional charges prior to embarkation. Such vehicles must check in at least two hours prior to embarkation. Vehicles carrying IMO rated hazardous goods cannot be carried on passenger ships, but only on freight-only vessels.

- (a) Your Promise to Provide Accurate Information
  - (i) By making a booking you acknowledge that (for reasons of safety and security and the comfort of other passengers, the Master (together with his crew and DFDS Seaways embarkation staff) has the right and duty to exercise strict controls so to ensure that the information you give us at the time of booking is fully accurate.
  - (ii) If such information turns out to be inaccurate (or appears to be inaccurate) then you further accept that it is reasonable for us to apply sanctions (see Paragraph 6: "Non-Compliance Sanctions").
- (b) Without in any way limiting DFDS Seaways' discretion (to require additional accurate information of any relevant nature) under (a) above, the following are examples of situations/circumstances where DFDS Seaways can apply sanctions before or at the point of departure: -
  - (i) Where you break these promises (or any of them) about the condition of your vehicle
    1. that the vehicle is roadworthy;
    2. that the vehicle is insured for use on the public highway (and that you can show evidence of insurance if required);
    3. that the vehicle is covered by M.O.T. or other certificate on fitness for use (and you can show such evidence if requested).
  - (ii) Where you break these promises (or any of them) about the type of your vehicle or your use of the vehicle: -
    1. that your trip is for a private, non-business purpose;
    2. that the vehicle is within the permitted dimensions as set out in the current private vehicle tariff;
    3. that you are not carrying commercial goods or goods designed for a commercial purpose;
    4. that the vehicle itself is of a type normally (in our opinion) used as a passenger vehicle for private and personal use. In this respect, the following (without limitation) are deemed by us to be commercial vehicles: i.e. any vehicle of light-goods-vehicle revenue weight or above whether or not actually carrying commercial goods and/or whether or not being used for a commercial purpose and including in any event (a) any tipper, drop-side and flat-bed trucks of any size or weight; (b) any panel or box vans; (c) any motor home used as part or in association with a business on tour or in any fixed location; and (d) any trailer attached to or towed by any such vehicles;
    5. that you are not carrying hazardous goods (whether rated as hazardous by the International Maritime Organisation or not). Such goods may only be carried (with prior consent) on freight-only ships;
    6. that the vehicle is not a conveyance for hire; in particular, a coach with seating capacity of more than 12 passengers for which a separate coach tariff always applies.

### 6. Non-compliance Sanctions

- (a) The sanctions which (you accept) we may reasonably apply in respect of any non-compliance by you of your obligations (under paragraph 5: "Accompanied Vehicles") include DFDS Seaways' right(s):
  - (i) to refuse to allow the vehicle(s) to be loaded on board except on payment of additional charges;
  - (ii) to refuse to allow the vehicle(s) to be loaded on board except on the conditions -

e.g. the removal of commercial goods from the vehicles;

- (iii) to refuse absolutely the vehicle(s) to be loaded on board in any circumstances, where it is apparent to us that your non-compliance cannot be remedied either at all or without risking delay to the vessel. Furthermore, you accept in these circumstances that we are under no obligation whatever to refund the monies you have paid since you have blocked a space on the vessel which we might otherwise have sold to another party.

- (b) You further accept that it is reasonable for DFDS to apply such sanctions to you without notice at the point of embarkation.

## 7. Alteration by you of a Package

It is possible to alter certain Package bookings, free of charge, via [www.dfds.co.uk](http://www.dfds.co.uk). All Package bookings may also be altered by telephoning us direct. The following charges will then apply:

- (a) Name changes: per request per booking : £10
- (b) Departure date, cabin or route changes : The greater value of any each occasion, per booking : fare increase or £20

Other alterations to firm bookings for Packages can be made subject to availability and to payment of an administration fee in addition to the fees above. The fee does not apply if the value of your amended booking exceeds the value of your original booking. Alterations requested 8 weeks or less before departure, which involves the cancellation of any accommodation overseas, will be treated as a cancellation by you (see paragraph 8 below).

Once issued, travel documents, vouchers for transfers and vouchers for accommodation are valid only for the dates/periods shown. Travel documents and vouchers cannot be altered after your holiday has commenced. If you fail to use any pre-booked accommodation, any North Sea return ferry journey will be cancelled automatically.

## 8. Cancellation of all Other Products which are not Ferry Service Bookings

Cancellations must be notified in writing and cannot be accepted by telephone. Alternatively, you can cancel some types of booking via [www.dfds.co.uk](http://www.dfds.co.uk). If you cancel a firm booking you will forfeit your personal travel insurance premium and have to pay the following charges, calculated from the date we receive your notification and by reference to the total invoice price of the holiday, including supplements: -

### (a) Cancellations of

- (i) our Holiday Collections (that is holidays sold as Activity, Cottages, Villas, River Cruises, Touring and Tailor Made Holidays) made by anyone; or
- (ii) our Mini & City Breaks made by Groups of 20 or more people or which have been booked through credit agents.

are charged as follows:

57 days or more before departure	:	25% of total fare
56-36 days before departure	:	50% of total fare
35-22 days before departure	:	70% of total fare
21-11 days before departure	:	90% of total fare
10 days or less before departure	:	100% of total fare

- (b) Cancellations for all other products will be charged at 100% of the total fare.

No refunds are allowed on lost or unused travel documents, vouchers or hotel coupons. Please note that no refunds can be given on pre-paid meals unless cancelled at least 48 hours before departure.

## 9. Alteration by Us

### (a) Ferry Timings and Routes

All departure and arrival times and the identity of vessels shown in our literature and on any travel document or voucher are estimates only and cannot be guaranteed. They are subject to force majeure as defined in the Introductory Explanation. Timetables, routes and vessels may be changed without notice. Except as detailed for Packages in paragraph (b) below, neither we nor the shipping companies are liable to compensate you or reimburse you for any loss as a result of any delay, cancellation, change of timetable, change of route or substitution of one vessel by another.

### (b) Packages Only

We make every effort to ensure the accuracy of our literature. However, changes can occur despite our best endeavours and we reserve the right to change any price or other particulars before you book (in which case we will tell you before your booking becomes binding).

If there is a major change to a confirmed Package booking before departure (i.e. a change of a scheduled sailing or other departure time by more than 12 hours, a change to a less convenient port, a change to a lower standard of accommodation, a change of resort or a radical change of itinerary) we will inform you as soon as practicable and offer you the choice of accepting the change, receiving a full refund (excluding amendment fees/insurance premiums) or transferring to another available holiday (if it is more expensive you must pay the difference, but if it is cheaper you will receive a pro-rata refund). If you choose to cancel a Package because of a major change caused by anything other than force majeure or low bookings, we will pay you reasonable compensation, if appropriate, having regard to the nature of the change and the length of notice you receive. If there is a minor change to a Package (i.e. any change other than a major change), or any change to a booking for Other Arrangements we will notify you in advance wherever practicable.

If, after you depart, we become unable to provide a major proportion of a Package you have booked with us, we will make alternative arrangements for you at no extra charge and, where appropriate, give you a pro-rata refund for services not received. We are under no other obligation in respect of alterations to booked arrangements after departure.

## 10. Cancellation by Us

We try never to cancel a confirmed booking before departure but reserve the right to do so. If we cancel a confirmed booking before you depart, we will offer you the choice of a full refund (excluding insurance premiums) or transferring to such alternative arrangements/holiday as may be available (with a pro-rata refund/price increase as appropriate). In addition, if your booking was for a Package and the cancellation was caused by anything other than force majeure (as defined in the Introductory Explanation) or low bookings (see below), we will pay you reasonable compensation, if appropriate, having regard to the length of notice you receive.

Low bookings are where insufficient people book a holiday to make its operation viable. At

the time of publication of these conditions, the only holidays subject to a requirement for a minimum number of bookings, are all Group Departures (including those by coach) and our Christmas & New Year holidays. Cancellation of any of these holidays because of low bookings will never be notified to you less than 4 weeks before departure.

In the event of cancellation, you will be offered either a suitable alternative or, where none is available, a full refund of all monies paid.

## 11. Prices

### (a) Packages Only

We operate a flexible pricing structure. Prices are dependent upon demand, day of departure and how far in advance the booking is made. Prices will also vary according to the number of people travelling and grades of accommodation chosen. After your booking becomes binding, we will not change the price of your Package except to reflect government action, fluctuation in exchange rates, increases in transport costs (e.g. published fares and the cost of fuel) and changes in dues, taxes or fees payable for services (including VAT, landing taxes or embarkation/disembarkation fees at ports and airports). Even then we will absorb an amount equivalent to 2% of your basic holiday price (excluding insurance premiums and amendments charges) before passing on the balance of any surcharge to you.

We will never notify you of a surcharge to a Package less than 30 days before departure. If a surcharge represents an increase of 10% or more of the total price of your Package you will be entitled to cancel your booking without penalty and receive a full refund, excluding insurance premiums. If you choose to cancel you must tell us in writing within 10 days of receiving notification of the surcharge.

### (b) Special Offers

If not already included within the Special Offer itself, meal packages may be added, but at full price.

### (c) Other Arrangements

We reserve the right on behalf of all shipping companies and other suppliers, and on our own behalf, to change any fare or price before you book. After you book, the price will not change except to reflect the increase imposed by a shipping company or other supplier, such as a fuel surcharge caused by an increase in oil prices.

## 12. Suppliers Conditions

The ferry services featured in our literature and website are operated by DFDS A/S or such other shipping company as may be indicated. Other transport is operated by the rail/coach carrier indicated. As between you and any such supplier of transport or other services the suppliers' conditions of carriage and standard terms will apply. These contain certain exclusions and limitations of liability. Conditions of carriage incorporate the provisions of relevant international conventions, namely the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974, the Warsaw Convention 1929 as amended by the Hague Protocol 1955 and the Berne Convention 1962, as amended or superseded.

A copy of DFDS A/S conditions of carriage is overleaf. Copies of other conditions of carriage, standard terms and relevant international conventions are available on request - please allow 28 days.

DFDS A/S conditions of carriage are also incorporated into your contract with us except in so far as any term in those conditions of carriage conflicts with any term in these booking conditions, in which case the term in these booking conditions will prevail. Please note all cabins and certain public areas of the ships are designated non-smoking.

## 13. Our Liability to You

Generally, we shall be under no liability to you at all if failure to perform or improper performance of any contractual obligation is caused by:

- (a) your own fault or the fault of anybody else included in your booking; or
- (b) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or
- (c) (i) 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
- (ii) an event, which we or any supplier of services, even with all due care, could not foresee or forestall.

Subject always to the above, our liability is specifically as follows: -

### (a) Packages only

If any part of your Package is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by us of the obligations we owe you under this contract and/or statutory obligations, we will pay you reasonable compensation taking into account all relevant factors including the invoice price of your holiday, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the holiday. This acceptance of liability is subject to three qualifications: -

- (i) We are not liable to pay compensation if the deficiency, personal injury, illness or death does not result from any fault on the part of us or our suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of our suppliers) or by circumstances which neither we nor our supplier could have anticipated or avoided even exercising all due care.
- (ii) Our liability to compensate you and the amount of compensation payable is limited in accordance with certain international conventions including the Warsaw Convention, the Berne Convention, the Athens Convention and the Paris Convention (see paragraph 12). Copies are available on written request - allow 28 days for delivery.
- (iii) It is essential for the payment of compensation that you notify us of any complaint or claim strictly in accordance with paragraph 17 below and, further, assign to us any rights you may have against any third party in connection with your claim.

If you suffer illness, injury or death during a Package arising out of an activity, which does not form part of your booking with us, we will offer general advice and assistance where appropriate. If you wish to take legal action against a third party in connection with such misadventure, we will provide, in our absolute discretion and provided you request it within 90 days from the date of your misadventure, financial assistance with legal fees up to £5000 per booking, provided such monies are repaid to us out of any award of damages or payment under any insurance policy held.

### (b) Other Arrangements including Ferry Transport only

We are agents for the shipping companies and do not ourselves operate the services illustrated in our literature and website (see No. 12). In any event, our liability or that of any such shipping company is always subject to the limits in No.10. Additional liability is only ever undertaken by us in writing and then only where the special circumstances (e.g. arrival on time for a special event) have been fully explained to us (and in writing) before you make the booking. This procedure allows us knowingly to consider - in advance - whether we can undertake such risk and, if so, on what terms. And, as a matter of record, we never undertake to offer a connecting service with any other vessel or other form of transport, whether on land, sea or by air.

- (c) We cannot accept liability for any loss or damage you suffer (including any personal injury or death) unless such loss or damage is caused by our

own negligence or breach of statutory duty, or breach of contract, or by the negligence of our employees or agents acting in the scope of their authority, in both of which cases our liability to you and the amount or compensation to which you may be entitled will be limited to the liability we would owe you and the compensation which would be payable if we were a Carrier under the Athens Convention (see paragraph 12 above). In the case of loss or damage to money, securities or other items of value, neither we nor the shipping company have any liability whatsoever unless such items were deposited with the Hotel Manager onboard for safekeeping.

#### 14. Your Behaviour and Responsibility

- a. At check-in, we will not tolerate abusive behaviour, in any form, towards our staff. The carriage of dangerous or offensive weapons is not permitted and passengers doing so will be refused boarding; in that event, no refund of the booking will be paid.
- b. It is important for the safety and comfort of all on board the vessel that you behave properly at all times and also that you exercise control over any other person for whom you are responsible.
- c. The Master and other officers on board may make and enforce such reasonable regulations as they see fit in order to preserve the safety, comfort and enjoyment of the passengers and crew. Such regulations may vary from time to time and may be applied differently in different parts of the vessel (or to different passengers or groups of passengers in different ways). For example, there are restrictions on the consumption of personal food and drink onboard and the playing of loud music.
- d. All DFDS Seaways' employees, crew members and third-party suppliers are under instructions to report any infringement of any regulation by any person.
- e. In any of the circumstances described above, DFDS Seaways reserves the right to decline your booking, refuse you boarding and/or (where necessary) restrain you or remove you from the vessel.
- f. DFDS Seaways will owe you no liability in such circumstances and you will be solely responsible for any costs you or DFDS Seaways incur.

#### 15. Passports (or ID Cards), Visas, Health, Vehicle Formalities, Insurance and Carriage of Pets

You must comply with all passport (or ID card), visa and health formalities which apply to your booking. If you are refused entry at any port for whatever reason, you will be liable to pay your return passage to your point of departure and to reimburse us and/or any carrier for any costs incurred. A full British passport (and/or, for British Citizens, a UK National Identity Card) is required for all our overseas holidays - please note it can take up to 12 weeks or more to obtain a new one. For countries featured in our brochures and website, full British passport holders (and/or, British Citizens carrying UK National Identity Cards) travelling from the UK do not require any visas or inoculations. Requirements can change, though, and you should check before travelling. Holders of non-British passports may need a visa and people travelling from some countries other than the UK may require inoculations please check before travelling. You must comply with all requests for personal information as required under national security legislation.

It is your responsibility to check and fully comply with all the necessary vehicle documentation and overseas driving regulations when taking your car abroad. Please note certain countries (e.g. Germany) may require the mandatory use of baby and/or children's seats.

It is a condition of booking with us that you take out travel insurance. If you do not accept our insurance you must be covered by other suitable insurance arrangements covering at least the cancellation of your booking, and providing medical cover for illness or injury and repatriation while overseas. You must provide us with the name of any alternative insurers when you book with us or as soon as possible thereafter. If you have purchased your personal or vehicle insurance from us you can view the policy terms again by visiting [www.dfds.co.uk/insurancepolicy](http://www.dfds.co.uk/insurancepolicy).

Pets may be carried on our Newcastle – Amsterdam (Ijmuiden) and Harwich – Esbjerg services only and are subject to separate terms & conditions, available on request or by visiting [www.dfds.co.uk/terms](http://www.dfds.co.uk/terms).

#### 16. Transport Timing and Routes

All departure and arrival times and the identity of vessels shown in our literature, website and on any travel documents or voucher are estimates only and cannot be guaranteed and are, in any event, subject to force majeure (as defined in the Introductory Explanation) in every case. Timetables, routes and vessels may be changed without notice. Except as stated at paragraph 13, neither we nor the shipping companies are liable to compensate you or reimburse you for any loss as a result of any delay, cancellation, change of timetable, change of route or substitution of one vessel by another. Because we do not operate transportation services ourselves, any arrangements in the event of a delay are in the sole discretion of the carrier concerned.

#### 17. Complaints

If there is a problem during your holiday or whilst travelling on one of our ships, you must report it to the representative of the relevant hotel, shipping company or other supplier immediately, and to us, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you feel you have a complaint against us, you must send us full written details within 28 days of your return. Please write your booking reference number on your letter and include your daytime and evening telephone numbers. Failure to take these steps will prejudice our ability to resolve your problem and/or investigate it fully and, therefore, other than in exceptional circumstances, any right to compensation you may otherwise have had against us or any supplier may be substantially reduced.

#### 18. Special Requests and Additional Services

Special requests (e.g. dietary etc) will be passed on to the relevant service supplier but cannot be guaranteed. An additional administration charge will be made for arranging or providing any tailor-made products.

#### 19. Data Protection Act 1998

We will hold any information you give us in connection with your booking in accordance with the Data Protection Act 1998. It will be used for reservations, travel document issue and marketing. If you would like a copy of the personal information we hold about you, please write to us - we reserve the right to make a charge (currently £25) for supplying such information. If, as a result of breaching these Terms and Conditions or otherwise, your name is placed on our banned customer list, we will hold such information as is required to enable us to prevent subsequent bookings, for as long as we consider appropriate.

#### 20. Financial Security

To ensure you would be refunded and/or repatriated in the unlikely event of our insolvency, our inclusive holiday programme is fully bonded under the Passenger Shipping Association's Consumer Protection Scheme.

#### 21. General

Where referred to in our literature and website DFDS Seaways Routes consist of the following: Harwich to Esbjerg, Newcastle to Amsterdam (Ijmuiden), and Copenhagen to Oslo. All sailings are subject to availability.

#### 22. Law and Jurisdiction

This contract is subject to English law and to the exclusive jurisdiction of the courts of England and Wales. These booking conditions are subject to English law and the jurisdiction of the English Courts. Publication Date: 12 January 2010

### CONDITIONS OF CARRIAGE

Passengers are requested to read these conditions, which constitute part of the conditions of carriage entered into with the carrier by the passenger acceptance of the booking.

#### 1. Law applicable and Governing liability provisions

- i This contract is to be governed by Danish Law.
- ii (a) Subject to (b) the provisions of the Danish Merchant Shipping Act 1974, in particular Chapter 6, shall be deemed to be incorporated into this contract.  
(b) The terms of the Athens Convention relating to the Carriage of Passengers and their luggage by Sea 1974 shall apply to this Contract and the value of the appropriate currency shall be determined in accordance with the sterling equivalent order published pursuant to that act.
- iii (a) The Carrier exempts himself from all liability in respect of passengers before embarkation and after disembarkation. The exemption also applies to cabin luggage before being brought aboard or after having been brought ashore. The exemption further applies to a voyage including other modes of transport and/or stays and arrangements ashore.  
(b) The Carrier does not accept any liability for loss of or damage to money, securities and other valuables, such as gold, silver, watches, jewels, jewellery and objects of art nor for live animals.

#### 2. Vehicles

Driving vehicles on board and ashore is done at the risk of the passenger himself and without any liability on the part of the Carrier. It is up to the passenger himself to see to it that the brakes of his vehicle are duly applied during the transport. The Carrier is entitled at his own option and without previous notice to transport vehicles on deck.

Any damage to vehicles onboard must be reported to a ship's officer before disembarkation.

Trucks, coaches and similar vehicles are considered as freight and are carried according to the provisions contained in Chapter 5 of the Danish Merchant Shipping Act.

#### 3. Exemptions for servants of the carrier and others

All provisions concerning defence to or limitation or exclusion of liability in favour of the Carrier shall also be applicable in favour of any person who is performing work in the service of the vessel including pilots.

#### 4. Deductibles (Own Risk)

It is especially agreed that of any loss, damage or expense for which the Carrier is responsible the passenger himself shall bear the following sums, which are to be deducted from the amount payable by way of damages:

1. 150 SDR (Special Drawing Rights) per vehicle in the case of
2. 20 SDR per passenger in the case of loss of damage to other luggage, and
3. 20 SDR per passenger in the case of delays, (or the sums mentioned in part 8 section 4 of the Athens Convention where that convention is applicable).

#### 5. Scope of contract and carriers liberties

The Carrier does not undertake that the advertised time of arrival and departure will be adhered to. Where necessary the Carrier reserves the right to perform the carriage with a substitute vessel and/or to deviate from the advertised route. Furthermore the Carrier shall be at liberty to comply with any order or recommendations given by a Government of any nation or by a person having under the terms of the War Risks insurance on the vessel the right to give such orders or recommendations and compliance with such orders or recommendations shall not be deemed to be a deviation or breach of this Contract.

#### 6. Dangerous luggage

Luggage, which might cause considerable inconvenience to or endanger the safety of the vessel, human beings or goods, must not be brought aboard. The Carrier shall with regard to the circumstances, without any obligation to indemnify the passenger, be entitled to bring the luggage ashore to render it harmless or to destroy it, if brought aboard without the Carrier's knowledge and consent.

#### 7. Venue (Jurisdiction)

Any action against the Carrier or any servant or agent of his shall at the option of the plaintiff be brought before

1. The court at the place where the defendant has his residence or his head office.
2. The court at the place of departure or place of destination according to the carriage contract, or
3. The court in the state where the plaintiff has his residence if the defendant has a place of business in that state and if it is all possible for the plaintiff to bring jurisdiction in that state.

#### STATUTORY NOTICE PURSUANT TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA (NOTICE) ORDER 1987 (SI 1987 NO. 703)

Passengers are advised that:

- (a) The provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea done in Athens on the 13th December 1974 (The Athens Convention as amended or superceded) may be applicable to this contract: and
- (b) The Athens Convention in most cases limits the Carrier's liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables: and
- (c) The Athens Convention presumes that luggage has been delivered undamaged unless written notice is given to the carrier:
  - (i) in the case of apparent damage before or at the time of disembarkation or re-delivery, or
  - (ii) in the case of damage which is not apparent or of loss within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.