

# **Isle of Man Steam Packet Company**

## Terms and Conditions

If you require any further information which is not available on this website, please contact our Reservations Team

Please note: Bookings made for the Wednesday before Practice Week to the Wednesday after Senior Race Day are subject to the Terms and Conditions for the TT. Please refer to the TT section for full Terms and Conditions relating to this period.

## 1. CHECK IN TIMES

Foot Passengers: Please check in a minimum of 25 minutes prior to departure. Vehicle Passengers: Please check in a minimum of 45 minutes prior to departure. Minimum check in times may vary and passengers should ask at the time of booking. Please note that services may depart up to 15 minutes before scheduled departure.

## 2. VEHICLE MEASUREMENT LIMITATIONS

Please ensure that your vehicle adheres to the maximum limitations detailed. If not, you may not be permitted onboard the vessel.

Manxman: Height: 4 metres. Length Single vehicle: 18 metres. Width: 2.5 metres. Manxman can accommodate larger vehicles, contact must be made with our Reservations Team on +44 1624 661661 to confirm requirements prior to booking. Manannan: Liverpool route restrictions – Height: 3.4 metres. Length: Single Vehicle 8 metres / Vehicle towing trailer: 13 metres. Width: 2.5 metres. Weight: 7.5 tonnes. Manannan can accommodate larger vehicles on the Heysham, Belfast and Dublin routes, although a 4 tonne weight limit is in force on the Belfast route. In these circumstances contact must be made with our Reservations Team to confirm requirements prior to booking.

Vehicle dimensions include any attachments which alter the size of the vehicle such as roof boxes, luggage on roof racks, antennae, aerials and bike carriers, etc.

#### 3. OTHER VEHICLE LIMITATIONS

Drivers of some high performance vehicles, overloaded vehicles, or vehicles with low ground clearance may not be able to travel on some sailings due to tidal conditions and shore facilities. Please ensure that you check with the Steam Packet Company ("The Company") before booking. The Company recommends travel on Manxman for such vehicles.

## 4. VEHICLES ON BOARD

Petrol tanks should not be so full as to create a possibility of spillage. Spare cans of petrol must not be carried. On the vehicle deck, cars must be parked in gear, with the handbrake on. Following loading passengers must vacate their vehicles and return only when instructed by personnel. Access to vehicles will not be permitted during passage.

#### 5. PERSONAL AND TRAVEL INSURANCE

Passengers are reminded that it is their own responsibility to ensure that they have appropriate insurances which cover any costs, and/or loss of earnings, which may arise and are not already covered under Regulation (EU) NO. 1177/2010.

Passengers are also advised to ensure that they, their vehicles and luggage are insured when on our vessels or ashore. Save as provided in the Company's <u>Conditions of Booking and Carriage</u> the Company does not accept liability for damage to or loss of passenger's vehicles or luggage.

## 6. TT DEPOSIT BOOKING SCHEME

The TT Deposit booking scheme is designed to assist genuine TT fans by holding space on our sailings 12 months in advance. A deposit of £90/€110 for ANY vehicle type and £45/€55 for a foot passenger will be charged at the time of booking. The deposit is non-refundable and non-transferable. You will be notified of your total fare by the end of January in the year of travel. You should contact us if you have not received your final booking confirmation by mid February.

Your remaining balance must be received by the end of February in the year of travel. If payment is not received, then your booking will be cancelled and you will lose your non-refundable and non-transferable deposit.

Please note that all provisional sailings are indicative only of actual sailing times, dates and departure ports, as we cannot guarantee that this will be the actual sailing time or date due to vessel availability and port slot restrictions, but we will do our utmost to minimise disruption.

TT non-refundable and non-transferable deposit bookings are also subject to the Company's general Terms and Conditions and also Conditions of Carriage. In the event of a conflict between the Company's general Terms and Conditions and the TT Deposit Booking Scheme Terms and Conditions, the TT Deposit Booking Terms and Conditions will apply.

## 7. TICKET CHANGES

Alterations to Flexi Fare tickets or journeys may be made subject to availability. Changes to a higher tariff or any amendment fees incurred must be paid for at the time of alteration. Alterations to booked Special Offer Fares are subject to an online amendment fee of £5/ $\le 7$  per person (must be registered to amend online), or offline amendment fee of £10/ $\le 14$  per person. You must also pay any increase in the fare applicable. No refunds or credits will be allowed.

#### 8. CANCELLATIONS

Passengers who cannot travel must let The Company know as soon as possible by writing to the Reservations Office enclosing the unused ticket or web confirmation. The cancellation charges detailed in the box below will apply. Please note that unused Special Offers will be cancelled immediately following their scheduled departure time. No refunds or credits will be allowed against these tickets. Some Special Offers may be amended prior to the sailing date, subject to the conditions of the offer, space availability and additional charges as applicable.

Notice of Cancellation	Cancellation Charge	Minimum Charge
More than 20 days before departure	10%	£10 / €13
More than 10 days before departure	20%	£20 / €25
Less than 10 days before departure	30%	£30 / €38

Notice of TT Cancellation*	Cancellation Charge	Minimum Charge
More than 20 days before departure	10%	£90 / €110
More than 10 days before departure	50%	£90 / €110
Less than 10 days before departure	100%	N/A

<sup>\*</sup> TT period (Wednesday before Practice Week to the Wednesday after Senior Race Day)

Travel Lead Time - Travel must commence within 13 months of the booking date and any return travel must be within 12 months of the outward travel date.

Passengers are also referred to the provisions of <u>EU Regulation 1177 of 2010</u> which applies to the contract of carriage and contains provisions in the event of cancelled or delayed sailings.

Passengers will be informed as soon as possible and in any event not later than 48 (forty-eight) hours prior to the scheduled departure time of any required alterations or cancellations to future scheduled services. In such circumstances passengers who have booked in advance to travel will be offered the choice between (a) re-routing to the final destination under comparable conditions as set out in these Conditions at the earliest opportunity and at no additional cost, or (b) reimbursement of the ticket price should you choose to cancel your booking. Such reimbursement of the ticket price at the full cost as purchased shall be made within 7 days in cash, by electronic bank transfer, bank order or bank cheque. Alternatively, if the passenger agrees, the full reimbursement may also be paid in the form of vouchers and/or other flexible services in an amount equivalent to the price for which the ticket was purchased. Passengers will otherwise be informed of any cancellations or delays to departure as soon as possible and in any event not later than 30 minutes after the scheduled departure time. For such delayed sailings passengers will be informed of the new estimated departure and arrival times as soon as that information is available.

If such a cancelled or delayed sailing will cause a passenger to miss a connecting transport service, the Company shall make reasonable efforts to inform the affected passengers of alternative connections. Such information on cancelled or delayed sailings or alternative connections where required shall be provided in accessible formats to any disabled persons and persons with reduced mobility.

In the event of a cancelled sailing or delayed sailing likely to exceed 90 minutes after the scheduled departure time, passengers waiting to travel on the affected sailing will be offered free of charge snacks, meals or refreshments in reasonable relation to the waiting time provided they are available or can reasonably be supplied. Unless such cancellation or delay is caused by weather conditions endangering the safe operation of the ship, where and when physically possible, such passengers will also be offered free of charge adequate accommodation on board the vessel or ashore, including any transport required from the port terminal to such accommodation where the cancellation or delay makes it necessary for a passenger to stay one or more nights beyond that originally intended by the passenger. Where provided ashore, the total cost of such accommodation shall not exceed a maximum of EUR 80 per night per passenger, for a maximum of three nights.

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

## **Refunds**

All Special Offers: Unused portions of Special Offers are non-refundable and non-transferable. Day Trip Fares: Unused portions of Day Trip Fares are non-refundable and non-transferable. Save as provided in Regulation 1177 of 2010, all refunds are made at the Company's sole discretion.

To apply for a refund of Flexi fares only please contact our Reservations Team.

#### 9. SERVICE FEES AND FARES

All special offers shown online or in the Company brochure are online fares, which may only be booked at <a href="www.steam-packet.com">www.steam-packet.com</a>. Special Offer bookings made in person, through a travel agent, or over the telephone are subject to a Service Fee. Flexi fares will be discounted by 2% when booked online at <a href="www.steam-packet.com">www.steam-packet.com</a>.

## **10. FUEL SURCHARGES**

We reserve the right to levy a fuel surcharge to reflect the changing costs of marine fuel. The level of fuel surcharges may be subject to change.

## 11. PASSENGERS REQUIRING ASSISTANCE

Manxman: There is lift access to the passenger accommodation deck from the car deck for passengers boarding in a vehicle. For passengers boarding without a vehicle, there is a gangway to access the craft. If you require assistance, please advise us prior to travel of your requirements, either online (page 3 of the booking process entitled "passenger details" under the section "assistance") or via our Reservations Team

Manannan: The fast craft Manannan has access to passenger lounges via a ramp forward and a lift at the stern door to the main passenger area. The main lounge has two tables designated for wheel chair users. There is a second lift to the reserved seating lounges from the main passenger deck.

Passengers are referred to the Company's <u>Conditions of Booking and Carriage</u> and <u>Regulation 1177 of 2010</u> which contain provisions applying to the carriage of disabled persons or persons with reduced mobility.

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

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

## 12. CHILDREN ON BOARD

Children are classed as aged between 4 and 15 years inclusive.

Children under the age of 16 years old must be accompanied by an Adult (over 18 years old). 16 or 17 year olds may travel unaccompanied, but may be required to provide proof of age.

## **13. PETS**

Full details of our Pets Policy can be found <u>here</u>. Pets may travel in your vehicle on Manxman or Manannan, free of charge.

Dogs and cats may travel with passengers who wish to use the pet facilities available on board Manxman and a charge of £15 per pet per journey will apply. We advise passengers that cats should be carried in an appropriate carrier and all other types of domestic pet will only be permitted at the discretion of the Company and will be charged accordingly.

Our dog kennels are available to book on both of our fast craft and conventional vessel. Dog kennels are located on the car decks of Manannan and on deck six (green & red stairwells) of Manxman and charged at £10 per kennel.

Please note: You are required to provide your pet's own bedding and water bowl, however we will provide water if requested once on board. It is the pet owners responsibility to clean the kennel after use, making use of the cleaning equipment and receptacle provided.

Specially trained assistance/guide dogs are permitted in all passenger areas on board our vessels and travel free of charge. Assistance/guide dogs are those which have been trained through a recognised UK/IOM/International charity or organisation. The trained dog should either be wearing the organisation's branded vest when travelling with us, or, the dog handler should carry a certificate or similar documentation which provides evidence that their assistance/guide dog has passed an assistance dog public access assessment.

Please note: A pet is classed as a domestic animal such as a cat or dog. Animals raised in an agricultural environment will be classed as livestock and would need to be booked with our Reservations Team.

## 14. SECURITY AND PROHIBITED ARTICLES

Under international security legislation, passengers, their luggage, effects and vehicles are subject to searches for and seizure of prohibited articles (a full copy is available on request), illegal substances or alcohol. Passengers refusing to be searched will not be permitted to travel. It is not permitted to travel with firearms, regulated weapons, sporting weapons or ammunition without our prior written permission. These items must be declared to the Company at least 24 hours prior to the intended travel date and again at the check-in booth / desk on arrival at the departure port. Compliance with all applicable regulations, and any appropriate or relevant licences, need to be adhered to by the person responsible for the vehicle containing the items. It is not permitted to travel with Dangerous Goods (which include explosives, gases, including compressed air in diving bottles, flammable liquids or solids or corrosive or toxic goods, etc, or containers that have previously carried these substances) without our prior written permission which must be obtained at least 24 hours prior to travel. For further information regarding security, prohibited articles, firearms or dangerous goods please contact our Reservations Team.

Aside from general restrictions highlighted in section 14 above, there is no current restriction on contents of hand luggage. Passengers must be able to comfortably carry their own hand luggage on board without assistance and must be able to stow luggage on their lap at the request of on board customer service staff. The Company reserves the right to insist on hand luggage being checked in at its discretion. Checked in luggage must weigh under 23kg. The Company strictly reserves the right not to carry luggage heavier than 23kg due to Health and Safety guidelines. As legislation can change we reserve the right to amend our Terms and Conditions of Bookings and Carriage accordingly at short notice.

#### **15. LIVESTOCK**

Transport of livestock (including horses, cattle, sheep, pigs and goats) is controlled by legislation. All bookings involving livestock must be made through our <u>Reservations</u> Team.

## 16. VANS/COMMERCIAL VEHICLES

All commercial vehicles are subject to the prevailing commercial rate. However the Company can offer a concession to those passengers travelling in a commercial vehicle if travelling for a non-commercial purpose. This must be agreed in advance with the Company. For further details, please contact our <u>Reservations Team</u>.

PLEASE NOTE: Safety and stability are our paramount concern, which is why we cannot always load the vessel on a first come first served basis. If you require assistance however, or need to position your vehicle near the lift, please let us know in advance and when you arrive at the port. Fares, fees, vessels, ports and sailing times quoted may be subject to alteration/cancellation without prior notice.

## SPECIAL OFFER CONDITIONS

All Special Offers must be paid for in full at the time of booking. Offers are subject to availability and restrictions apply. Fare quotes can only be guaranteed if paid for at the time of quotation.

## **Vehicle Special Offers:**

All Special Offers are subject to availability.

Alterations to booked Special Offer fares are subject to an online amendment fee of £5/ $\le 6$  per person, or offline amendment fee of £10/ $\le 12$  per person. You must also pay any increase in the fare applicable. No refunds or credits will be allowed.

## Day Trip:

Outward and return journeys must be completed on the same day (or the following day's 02:15hrs sailing from Heysham).

## **Short Break Return:**

Journeys must be completed within 5 days – Day of outward sailing counts as day 1, return sailing must commence on or before day 5.

Starlight Offer: To qualify for the Starlight Offer, both your outward and return journeys must be scheduled to depart between 18:00hrs and 03:00hrs.

## **Student Foot Passenger Offer:**

Terms and conditions apply. Subject to availability. Student = Must be undertaking full time Further or Higher Education at a recognised university or institution. Valid photographic identification from a recognised university or institute must be presented at the check in point or full standard fare will apply on the day of travel.

## **Each Way Special Offer Fares:**

Must be used as part of a return booking and vehicles must travel in both directions to obtain this fare. If your outward and return sailings fall within two different Special Offer date periods (e.g. Summer & Autumn), add the relevant each way fares together to calculate the amount payable.

All Special Offers are subject to availability. Each Special Offer is subject to specific terms and also the general Conditions of Carriage. In the event of a conflict between these conditions and the Special Offer Conditions, the Special Offer Conditions shall prevail.

## **SMOKING POLICY**

Smoking is not permitted in the internal accommodation on our vessels. Smoking is permitted on specific designated outside deck areas on Manannan and Manxman.

## ZERO TOLERANCE ON ANTISOCIAL/DISRUPTIVE BEHAVIOUR

The Company's primary concern is the safety and security of its passengers, crew and staff. Occasionally, the antisocial or disruptive behaviour of some of our passengers can make others feel very uncomfortable. In extreme cases this may pose a threat to the safety of others. Our Zero Tolerance policy involves tackling any signs of a potential problem as soon as they arise. To minimise the possibility that antisocial or disruptive passengers are allowed on board our vessels, staff at ports will warn people whose behaviour is unacceptable, and if necessary refuse travel. Unacceptable behaviour may include drunkenness, smoking, using abusive language or behaving in an aggressive or insulting way towards other passengers, crewmembers or staff. Our crew and staff have been fully trained to deal with incidents of this nature. Anyone who disobeys the lawful command of a crewmember or security officer is committing a criminal offence under the Maritime Security Act 1995. A Warning Notice may then be served on any passenger(s) and if the offender persists the police will be called to the port or to meet the vessel on arrival. The passenger may face arrest, a fine of up to £5,000, imprisonment for up to two years, or both. They will also be banned from any future travel with the Company. If the vessel has to divert, the offender will be liable for the costs incurred and will be pursued vigorously by the Company through the Judicial System.

Although such behaviour is rare our belief is that by treating such incidents as seriously as we do, we can eradicate them altogether.

We ask for your assistance in ensuring a safe travelling environment for all.