

HIBERNIA LINE UNLIMITED COMPANY

PASSENGER BOOKING TERMS AND CONDITIONS AND CONDITIONS OF CARRIAGE

**Last Updated: April 2026**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE MAKING A BOOKING. THESE TERMS AND CONDITIONS INCLUDE CERTAIN LIMITATIONS AND EXCLUSIONS IN RESPECT OF OUR LIABILITY TO YOU. NOTHING IN THESE TERMS AND CONDITIONS AFFECTS YOUR STATUTORY LEGAL RIGHTS OR REMEDIES.**

1. **DEFINITIONS**

In these Terms and Conditions (save where the context otherwise requires):

“**Athens Convention**” means the Convention relating to the Carriage of Passengers and their Luggage by Sea signed at Athens in 1974, as may be modified from time to time, including by the Protocol of 2002 to the Convention. The version applicable at the time of travel shall prevail;

“**Berth**” includes a club class seat, a reserved seat, a pullman seat, or a bed in a cabin;

“**Carrier**” or “**Hibernia Line**” or “**we**”, “**us**” or “**our**” means Hibernia Line Unlimited Company, whose business address is at Harbour View House, 8 Harbour Point Business Park, Little Island, Cork, Ireland;

“**Conditions**” means these Passenger Booking Terms and Conditions and Conditions of Carriage on ferry services operated between Cork, Ireland and Boulogne-sur-Mer, France, as amended from time to time;

“**Consumer Laws**” means, but is not limited to, the following legislation insofar as they are applicable to our services: the Athens Convention, the EU Passenger Regulation, the PLR, CRA and the CPA;

“**Contract of Carriage**” means the contract made by or on behalf of the Carrier for the carriage by sea of a Passenger, or of a Passenger and their Luggage, as the case may be;

“**CPA**” means the Consumer Protection Act 2007 (as amended);

“**CRA**” means the Consumer Rights Act 2022;

“**Dangerous Goods**” means goods, Luggage or substances which are classified as dangerous, hazardous, explosive or inflammable under any applicable statute, rule, order, regulation or international convention;

“**Disabled Person**” or “**Person with Reduced Mobility**” has the same meaning as set out in EU Regulation No 1177/2010;

“**Domestic Animal**” means any domesticated pet, such as a dog or cat, accompanying a Passenger;

“**EES**” means the EU Entry/Exit System established by Regulation (EU) 2017/2226 of the European Parliament and of the Council, as amended, which applies to third-country nationals crossing the external borders of the Schengen Area;

**“EU Passenger Regulation”** means Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of Passengers when travelling by sea and inland waterway, as may be replaced or amended from time to time;

**“Fault”** includes any act, omission, neglect, default, negligence, breach of contract, or breach of duty of whatsoever nature;

**“Force Majeure Event”** means any unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken, including but not limited to pandemics, lockdowns, travel restrictions, war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions, port closures, and extraordinary technical or engineering problems;

**“Injury, Loss or Damage”** includes any physical injury, death, sickness, mental suffering, distress, upset, financial or consequential loss, nuisance, delay, or inconvenience of whatsoever nature;

**“Lead Passenger”** means the person in whose name the booking is made and who is primarily responsible for the booking and all persons included in it;

**“LPG”** means Liquefied Petroleum Gas;

**“Luggage”** has the same meaning as set out in the Athens Convention;

**“Passenger(s)”** or **“you”** or **“your”** has the same meaning as set out in the Athens Convention, and includes a person carried under a Contract of Carriage or who, with the consent of the Carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods;

**“Pet Passport”** means an official document required for traveling with dogs, cats or ferrets between EU member states;

**“PLR”** means Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of Passengers by sea in the event of accidents;

**“Scheduled Departure Time”** and **“Scheduled Arrival Time”** are those times as advertised in our notices and publications which are in force at the time of booking, or in any notice of subsequent changes delivered to the Passenger;

**“SDR”** means Special Drawing Rights as defined by the International Monetary Fund;

**“Servants, Agents and Independent Contractors”** includes but is not limited to the owners, charterers, and operators of any vessel, means of transport, or facility who may, at the request of or by agreement with the Carrier, perform the whole or any part of the carriage of Passengers and/or Luggage or other service which the Carrier has agreed to undertake;

**“Ticket Price”** means the price actually paid for the carriage of the Passenger, Vehicle (if any), and Domestic Animal (if any);

**“Valuables”** means such valuable articles as are described in Article 5 of the Athens Convention, including money, negotiable securities, gold, silverware, jewellery, ornaments, works of art, and electronic equipment; and

“**Vehicle**” means any Passenger or private vehicle of any description whatsoever including but not limited to any car, minibus, coach, caravan, motorhome, trailer, motorcycle, bicycle, scooter or yacht.

## 2. **YOUR CONTRACT WITH US**

- 2.1 By making a booking with us, you accept that these Conditions apply to both you and to all persons on whose behalf you are booking, and you confirm that you have the necessary authority of such persons to accept these Conditions on their behalf.
- 2.2 The Lead Passenger must be at least 18 years old at the time of booking. The Lead Passenger confirms that all Passengers agree to be bound by these Conditions and that the Lead Passenger has the authority to accept and does accept these Conditions on behalf of all Passengers.
- 2.3 The Lead Passenger shall be responsible for paying 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.
- 2.4 The Carrier is not and does not hold itself out as a common carrier. Passengers (including Disabled Persons and Persons with Reduced Mobility) and Luggage are accepted and carried only upon and subject to these Conditions. These Conditions form part of the contract between the Carrier and the Passenger.
- 2.5 We are entitled to vary the services described on our website and in our brochures prior to your making a booking, including the prices, departure dates and times, and designated ferry. Where a change of more than 90 minutes is made to a scheduled sailing after booking, the Carrier will notify passengers as soon as reasonably practicable and the Passenger will be entitled to the remedies as set out in Clause 15.3.
- 2.6 No Person other than a director of the Carrier has authority to alter or waive any of these Conditions, and no such alteration or waiver shall be of any effect unless it is in writing and signed by such director.

## 3. **YOUR LEGAL RIGHTS**

- 3.1 These Conditions do not affect your rights under Consumer Laws.
- 3.2 We acknowledge that we are under a legal duty to supply services that are in conformity with the contract and with reasonable skill and care.
- 3.3 Where there is any inconsistency between Consumer Laws and these Conditions, the terms of the Applicable Law will prevail.
- 3.4 For more information about your legal rights and remedies, please contact Citizens Information and/or consult the Consumer Laws.

## 4. **BOOKING AND PAYMENT**

### 4.1 **Formation of Contract**

Our acceptance of any payment made by you in connection with any booking shall not constitute acceptance by us of your booking. The contract for your booking becomes effective only upon our acceptance of your booking (which takes the form of our issuing a booking reference). You are responsible for checking that all information in the booking confirmation and travel documents is correct, including that names match the passport. Where you notice any inaccuracies, this should be reported to us as soon

as possible. At the time of booking, the Carrier will inform the Lead Passenger of the service to be provided, the total price of the service inclusive of taxes, any other costs additional to the price of the service, the duration of the service and the minimum duration of the Passenger's obligations under the contract.

#### **4.2 Booking Information Required**

At the time of booking, the following information will be required where applicable: confirmation that the combined height and length of the Vehicle and any accessories fits within the parameters set out in Clause 14, Passengers' first names, surnames, dates of birth, gender, and nationality]. The Lead Passenger must also provide their address and ensure and hereby confirms that the details provided for all Passengers are full and accurate. The Lead Passenger must also check all descriptions on the travel documentation received after booking and inform us immediately of any errors.

#### **4.3 Travel Information Required**

At least 24 hours in advance of the Scheduled Departure Time, the following information will be required: passport or EU ID card details and, where applicable, vehicle registration number. The Lead Passenger must ensure and hereby confirms that the details provided for all Passengers are full and accurate. Where such information is not provided, the Passenger may be refused boarding. Passengers who are nationals of a country outside the European Union or European Economic Area (including British citizens) are advised that they may be subject to EES when travelling to or from France. Such Passengers should ensure that they allow sufficient time for border control procedures.

#### **4.4 Booking Confirmation**

Upon acceptance of your booking, we will issue a confirmation document by email. 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 Conditions.

#### **4.5 When Payment is Due**

Unless otherwise advised, full payment for all bookings is due at the time of booking.

#### **4.6 How to Pay**

Payment may be made by major credit or debit card or such other methods as are listed on the payments page of the Hibernia Line website from time to time. A service charge may apply for bookings made or amended through the ["My Booking" section of our website [www.hibernia-line.com](http://www.hibernia-line.com)].

#### **4.7 Surcharges**

In the event of an increase in taxes, fees or charges (e.g. government action, fuel charges, etc.), we are entitled to make a surcharge after the date of booking but before the outward travel date. [No such surcharges shall be made within 20 days of the outward travel date. In case of an increase which is greater than 8% of the price paid on booking, you will be entitled to accept the surcharge or to cancel with a full refund and without liability.]

#### 4.8 **Availability of Space**

All products featured on our website or in our brochures are offered subject to availability of allocated space, which may be limited. Accommodation on board vessels for Passengers, Luggage and Vehicles is limited and is subject to availability on their chosen date and route.

#### 4.9 **Group Bookings**

A group booking is any kind of booking for [ten (10)]. Passengers or more. For such bookings, there may be additional terms and conditions that serve as a supplement to these Conditions.

#### 4.10 **Booking on Behalf of Others**

If you are organising a booking for several individuals and are booking on their behalf, you are deemed to act as an agent (in law) for all the individuals in the group. You are thereby confirming to us that you have authority to commit each individual to the obligations contained in these Conditions as if they had themselves booked with us individually. You shall be personally responsible for ensuring that all individuals within the group comply with these Conditions.

### 5. **FARES AND PRICES**

5.1 Due to our flexible pricing structure, prices are dependent upon demand, day of departure and when the booking is made. Prices will also vary as a result of the number of people travelling, the vehicle dimensions and grades of onboard accommodation chosen. We reserve the right to change any fare or price before you make a booking with us.

5.2 Our prices are given inclusive of all applicable taxes and charges and include the price of transport, charges and all applicable taxes, fees, surcharges and duties known at the date of publication

5.3 The fare for each booking by a Lead Passenger includes a maximum of two infant Passengers under three years of age accompanying that Lead Passenger, but any such infant must be included in the number of Passengers for booking purposes. For bookings including more than two infants, Passengers must contact the Carrier's customer support team at [customersupport@hibernia-line.com](mailto:customersupport@hibernia-line.com) and any such bookings will be subject to cabin availability.

5.4 Any fares or charges at less than the Carrier's full standard rate are subject to such special terms and conditions as to availability or otherwise as may from time to time be advertised in the Carrier's notices and publications.

5.5 We will make every effort to ensure the accuracy of all information and prices but we acknowledge that errors do occasionally occur. We shall not be bound by a price that is obviously incorrect due to an administration or system error.

5.6 Charges in respect of cabins must be paid at the time of booking. Any spare berths within a booked cabin will not be resold or reallocated to other passengers.

5.7 Cabin/Club Class/Pullman seat reservations are valid only if the Passenger has a valid booking reference or valid e-ticket booking confirmation for the same sailing. Berths/Cabins/Club Class/Pullman seat must be claimed not later than the advertised sailing time, failing which the right to a Berth/Cabin/Club Class/Pullman seat will be

forfeited without the right to any compensation, whether by way of a refund of charges or otherwise, and the Carrier shall be entitled to re-allocate the reserved accommodation. With regard to reservation of Pullman seats, pillows and blankets are not provided as standard but may be available for purchase on board, subject to availability.

## **6. CHECK-IN AND BOARDING**

- 6.1 You must check in prior to the time specified on your e-ticket and reservation advice for the particular booking. Failure to check in at the specified time will mean that your space cannot be guaranteed and you may be denied permission to board. Please be aware that travelling on a different date and/or at a different time may be subject to a surcharge.
- 6.2 Passengers travelling with vehicles are advised to check in at least [two (2) hours prior to the scheduled sailing time. Passengers who are subject to the EES (including British citizens) are strongly advised to check in at least two and a half (2.5) hours prior to the scheduled sailing time to allow sufficient time for border control and EES registration procedures. Check-in closes strictly forty-five (45) minutes before scheduled departure. Late arrivals will be treated as a no-show and may not be entitled to a refund].
- 6.3 Every Passenger must whenever so required by a servant of the Carrier quote a valid booking reference number or produce a valid printed e-ticket booking confirmation. If a Passenger fails to quote a valid booking reference number or produce a valid printed e-ticket booking confirmation on demand, he shall be liable to pay and shall forthwith pay to the Carrier the fare for the particular sailing on which the Passenger wishes to travel.
- 6.4 Unless otherwise expressly stated, your booking is valid only for the departure dates and times stated therein.
- 6.5 Where all Passengers on a particular booking fail to arrive at the requisite time, the booking will be cancelled in full. Where one or more Passengers on a booking check in ahead of the requisite time, the booking will not be cancelled, and any Passenger who arrives after the check-in closing time may be denied boarding and will be treated as a no-show, forfeiting the price paid for their individual passage.
- 6.6 If you made a booking at a lower price than that properly chargeable for a particular journey for example, due to incorrect vehicle dimensions being declared or website error, we may require payment of a surcharge prior to embarkation.
- 6.7 All departure and arrival times are estimated and are local. Please refer to your documents. Documents are only valid for the sailing dates and times indicated unless otherwise specified.

## **7. TRAVEL DOCUMENTATION**

- 7.1 Each Passenger must hold a valid passport or recognised European national identity card suitable for travel between Ireland and France. A driver's licence is not an identity document and will not be accepted for border crossings.
- 7.2 Each Passenger is solely responsible for ensuring that they hold all travel documentation and authorisations required for entry into their destination country and/or departure from their country of departure, including but not limited to identification, immigration and health documentation. The Carrier reserves the right to refuse boarding to any Passenger who does not, in the Carrier's opinion, hold such

necessary documentation. The Carrier (and/or its agent) reserves the right to inspect such documentation and the documentation described in paragraph 8.1 above, prior to the Passenger boarding the Vessel.

- 7.3 Each eligible Passenger is solely responsible for ensuring that they meet all requirements under the EES, including the provision of their biometric data as required by the border authorities. The Carrier has no role in, or responsibility for, the EES registration process, which is administered exclusively by the relevant competent border authorities.
- 7.4 The Carrier may refuse to carry any Passenger who fails to produce the required documentation when requested, notwithstanding any booking previously made, and no refund or compensation will be payable in the event that a Passenger is refused permission to enter or depart a country. The Carrier shall further be entitled to recover from the Passenger any fines or other costs imposed on the Carrier as a result of the Passenger's failure to produce documentation satisfactory to the relevant authorities upon arrival at the port of destination.
- 7.5 Any Passenger who for any reason refuses to disembark or is refused entry to the relevant country at the port of destination shall be required to reimburse the Carrier for any costs incurred by the Carrier as a result of such action.

## **8. PASSENGERS WITH A DISABILITY OR REDUCED MOBILITY**

- 8.1 If you or someone you are making a booking for finds travel more difficult due a disability or being a person with reduced mobility or other physical challenges, we will offer whatever assistance we can.
- 8.2 Disabled Persons or Persons with Reduced Mobility shall notify the Carrier when a booking is made, and in any event not later than 48 hours before the Scheduled Departure Time. Such notice should be sent to [customersupport@hibernia-line.com](mailto:customersupport@hibernia-line.com) and should explain the extent to which their mobility when using transport is reduced by a physical disability, intellectual disability or impairment, and include details of any specific needs they have with respect to medical equipment and any other needs concerning accommodation, seating or services required. Wheelchair accessible cabins are limited in number and available on a first-come, first-served basis and needs to be booked online. If no accessible cabin is available for the requested sailing, passengers will be advised accordingly.
- 8.3 The Carrier shall also be notified at the time of booking if it is intended that such Passengers shall be accompanied by a recognised assistance dog.
- 8.4 Subject to the conditions set out in this Section, we and the terminal operators shall provide assistance free of charge, within our respective areas of responsibility, in accordance with Annexes II and III of the EU Passenger Regulation. This assistance includes assistance on board ships and in ports, including embarkation and disembarkation. Where possible, this assistance shall, be tailored to the individual needs of the Disabled Person or Person with Reduced Mobility.
- 8.5 You should present yourself at the designated point at the port of departure at least 120 minutes before the published embarkation time, or such other time as specified in your e-ticket and reservation advice.
- 8.6 We may require that you travel with an attendant if it is essential for safety reasons, or if you are unable to assist in your own evacuation from the ferry, or if you are unable to understand safety instructions. Any such attendant will be carried free of charge upon

submission of appropriate evidence, e.g. a doctor's note confirming that such assistance is required.

- 8.7 The Carrier may refuse to embark any Disabled Person or Person with Reduced Mobility where it is not safe or operationally feasible to carry out the embarkation, disembarkation or carriage of such Passengers as a result of the design of the ship or infrastructure or equipment of the port or terminal. Alternatively, the Carrier may require that such Passengers be accompanied by another Person who is capable of providing the requisite assistance.
- 8.8 Where we cause loss or damage to your mobility equipment or other specific equipment due to our neglect or fault, we shall pay compensation corresponding to the replacement value of the equipment concerned or reasonable repair costs, where it is possible to repair the equipment.
- 8.9 In the event of delays, we will consider the needs of Disabled Persons or Persons with Reduced Mobility as required by the EU Passenger Regulation.

## 9. RESPONSIBILITIES OF THE PASSENGER

### 9.1 Compliance with Orders

Passengers shall at all times comply with any lawful order given by or on behalf of any of the vessel's officers or by any other servant or agent of the Carrier.

### 9.2 Conduct on Board

- (a) Passengers are expected to conduct themselves in a respectful and considerate manner with regard to the health, comfort and safety of all other persons whilst on board the ship and ashore in the terminals. Passengers must also comply with any reasonable request made by a member of our staff.
- (b) Due to circumstances endangering the ship's, the crew's or the Passengers' safety, we may decline your booking or refuse you boarding. We may also refuse you boarding if your behaviour has been inappropriate during previous trips or if you are not following safety regulations or requirements.
- (c) We reserve the right to decline your booking and any subsequent bookings, to prevent you from embarking or to require your immediate disembarkation and/or removal from the terminal facilities and to refuse to transport you on your return journey. We also reserve the right to report any conduct issues to any relevant enforcement authority. Under such circumstances, we are not obliged to refund your payment for the relevant journey and we shall have no liability to you as a result of the cancellation of your travel. You may also be required to reimburse us for any costs and expenses we incur in repairing or replacing or cleaning property which you have damaged, destroyed, lost or otherwise left in an unsatisfactory or unusable condition, and compensate any other Passenger or member of crew who was affected by your actions.

### 9.3 Alcohol

No alcohol may be brought on board for consumption on your crossing. We reserve the right, at our discretion, to confiscate without compensation any alcohol believed to be for this purpose. Alcohol may only be consumed on board that has been purchased from the onboard bars or restaurants. We reserve the right to confiscate any other alcohol being consumed on board, without compensation, and in the event of any breach of this

condition we reserve the right to refuse to carry you in the future for a minimum period of [three (3) months].

#### 9.4 **Smoking**

Smoking, which includes e-cigarettes, is not permitted in any cabins. Smoking on board the ship is permitted in designated areas only, which are appropriately marked. An additional surcharge shall be applied for smoking in other than designated areas, which corresponds to our costs, including but not limited to the value of the cleaning services to be ordered by us.

#### 9.5 **Illegal Substances**

The possession or use of illegal or unprescribed drugs is strictly prohibited on board.

#### 9.6 **Children**

Children under 18 must be accompanied by a responsible adult. A maximum of two children from 0 years up to and including three (3) years per booking travel free, but must be included in the number of Passengers for booking purposes].

#### 9.7 **Pregnancy**

We do not recommend that pregnant women who are beyond [32 weeks] travel with us. Where a woman who is over [32 weeks] pregnant is travelling with us, we will be entitled to ask for a medical certificate demonstrating fitness to travel.

#### 9.8 **Passenger's Undertaking**

Passengers undertake that neither they nor their Luggage (including any Vehicle and any Luggage to which these Conditions apply) nor any child or Domestic Animal accompanying them will cause any danger, injury, loss, or damage to the Carrier or its property or any other Person or property.

#### 9.9 **Medical Assistance**

In the event of the Carrier providing or obtaining medical assistance of any kind whatsoever for any Passenger, there may be a charge for such medical assistance. The Passenger shall reimburse to the Carrier upon demand the cost of such medical assistance.

#### 9.10 **Searches**

The Carrier reserves the right for security purposes or otherwise to search any Passenger or Luggage (including a Vehicle). The Passenger agrees to submit to such search upon the request of any servant, agent or independent contractor of the Carrier.

### 10. **LIABILITY OF THE CARRIER**

10.1 The Athens Convention is incorporated into this Contract in respect of all carriage by sea undertaken by the Carrier, and shall apply throughout the periods of carriage set out in paragraph 8 of Article 1 of the Athens Convention. Where a Passenger or their Luggage suffers any Injury, Loss or Damage arising from any Fault on the part of the Carrier (including its Servants, Agents, and Independent Contractors or any other person for whom the Carrier is responsible) before or after any such period of carriage, the Carrier shall, to the extent permitted by law, be entitled to rely upon Articles 5 to 16 inclusive of the Athens Convention.

- 10.2 Subject to the provisions regarding Luggage and limitations set out in these Conditions, we shall be liable for the damage suffered as a result of the death of or personal injury to you, and loss of or damage to your Luggage, if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his Servants, Agents and Independent Contractors acting within the scope of their employment.
- 10.3 Unless otherwise applicable under the Athens Convention, the PLR or other applicable law, we shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:
- (a) your own fault or the fault of anybody else included in your booking;
  - (b) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or
  - (c) 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.
- 10.4 Any action for damages arising out of the death of or personal injury to a Passenger, or for the loss of or damage to Luggage, shall be time-barred after a period of two (2) years, subject to any suspension and interruption that may be allowable pursuant to the Athens Convention or PLR.

## **11. LIABILITY OF SERVANTS, AGENTS AND INDEPENDENT CONTRACTORS**

All rights, exemptions from, and limitations of liability, defences, and immunities of whatsoever nature referred to in any of these Conditions shall apply also for the benefit of all Servants, Agents, and Independent Contractors of the Carrier while acting in the course of, or in connection with, their employment or other contract.

## **12. LIMITATION OF LIABILITY**

- 12.1 Any liability on the part of the Carrier shall be subject to all exemptions and exonerations from and limitations of liability which are included in the Athens Convention. Any liability of the Carrier shall, in particular, be subject (in the case of damage or loss to a Vehicle or Luggage) to the deduction of the full amount permitted under Paragraph 4 of Article 8 thereof.
- 12.2 According to the Athens Convention, our liability shall in no case exceed:
- (a) SDR 400,000 for death or injury of Passengers;
  - (b) SDR 2,250 for loss of or damage to cabin luggage;
  - (c) SDR 12,700 for loss of or damage to vehicles including Luggage carried in or on the vehicle; or
  - (d) SDR 3,375 for loss of or damage to Luggage other than that mentioned in paragraphs (b) and (c) above.
- 12.3 Our liability to you shall be subject to a deductible of SDR 330 in the case of damage to a vehicle and SDR 149 per Passenger in the case of loss of or damage to other Luggage, such sum to be deducted from the loss or damage.

- 12.4 We shall have no liability in respect of loss of or damage to cash, negotiable securities, gold, silverware, jewellery, ornaments, works of art, electronic equipment or other valuables.
- 12.5 Subject always to any express provision elsewhere in these Conditions and to any applicable law, the Carrier shall not in any circumstances whatsoever be liable for any Loss or Damage of or to any Luggage or Vehicle.
- 12.6 Nothing in these Conditions shall restrict or remove the rights of the Carrier or of any other carrier or of the Servants, Agents and Independent Contractors to any exemption from or limitation of liability which is given to carriers, owners or demise charterers of a vessel or other Persons by any statute or rule of law for the time being in force.
- 12.7 We are under a legal duty to supply services that are in conformity with the contract and with reasonable skill and care. Nothing in these Conditions will affect your legal rights and/or your legal remedies.

### 13. LUGGAGE

- 13.1 An allowance for Luggage is made for each Passenger as follows:
- (a) Car Passengers may bring as much Luggage as they can safely fit into or onto their Vehicle, subject to the provisions of Section 15 below.
  - (b) Foot Passengers may only bring as much as they can safely and comfortably carry themselves.
  - (c) **“Carry-on or cabin luggage”** means any handbag, suitcase or bag boarded by the Passenger which contains their personal effects and/or any items for use and comfort of the Passenger throughout the journey. **“Checked luggage”** means any baggage or personal belongings which remain in a vehicle or in a baggage trolley or facility on board the vessel.
- 13.2 All Luggage, whether or not within the allowance, is subject to these Conditions, which shall continue to apply during any period when Luggage is in any baggage room, locker room, cabin, car deck or public area, whether or not manned or supervised by a servant or agent of the Carrier. The Passenger must arrange for the placing on board and removal of Luggage other than Checked luggage.
- 13.3 In the event of apparent damage to your Luggage, we shall not be held liable for any resulting loss unless written notice is provided to us prior to the time of disembarkation for cabin luggage, or prior to the time of its redelivery for all other Luggage. In the event of damage to your Luggage which is not apparent, we shall not be held liable for any resulting loss unless notice is proved to us at [customersupport@hibernia-line.com](mailto:customersupport@hibernia-line.com) within [15] days from the time of disembarkation or re-delivery or from the time when such re-delivery should have taken place. We are entitled to presume that you have received your Luggage undamaged if you fail to notify us within the aforementioned time periods.
- 13.4 Where Luggage is left with us after your disembarkation, we may after a reasonable period sell such Luggage. In these circumstance, we need only account to you for the proceeds (less the cost of storage and sale) where you make a claim within [three (3)] months of your disembarkation.
- 13.5 If for any reason you and/or your Luggage do not disembark at the end of the journey (save where this is caused by us), you and/or your Luggage may be returned to the port

of departure or, at our discretion, taken to another port. You will be charged the appropriate fare in each case.

#### 14. **VEHICLES**

- 14.1 Vehicles must be booked under the correct category (including size and dimensions). Passengers are responsible for ensuring that all vehicle dimensions are accurately declared at the time of booking. Vehicles exceeding declared dimensions may be refused carriage or subject to additional charges.
- 14.2 During the passage, Vehicles must be locked, the handbrake applied, and first or park gear engaged. Access to Vehicles is not permitted during the passage. A reasonable amount of fuel may remain in the tanks during the passage, but tanks must not be filled to capacity. The flow from the tank to carburettor must be shut off where this is not automatic. Fuel in cans or other containers is not permitted. On disembarkation, Vehicle engines must not be started until instructed. Passengers are responsible for driving Vehicles onto and off the vessel.
- 14.3 All car alarms must be switched off and disabled when parked on the vehicle decks.
- 14.4 Cars powered by LPG should have tanks switched off when on vehicle decks. You must switch off any coach heaters powered by diesel fuel or liquid petroleum gas when on vehicle decks.
- 14.5 The Carrier reserves the right (at the risk and expense of the Passenger) to move Vehicles at any time and by any means which it considers necessary. Vehicles with Luggage loaded on the roof in excess of six (6) feet (1.82 metres) from ground level or protruding beyond the length or width of the Vehicle are accepted subject to availability of space, carried only by special arrangement with the Carrier and at such additional charge as may from time to time be determined by the Carrier.
- 14.6 It is your responsibility to check and ensure that you possess all the required vehicle documentation and that you comply with all overseas traffic rules, regulations and traffic acts when you take your vehicle abroad.
- 14.7 Electric cars are not allowed to be connected to the ship's electrical system for charging.
- 14.8 Passengers travelling with motorhomes, caravans or dormobiles that contain domestic appliances must ensure that the gas supply to these appliances is fully shut off and disconnected for the entire duration of the crossing. All gas containers on board must be kept freely accessible at all times during the crossing. All gas containers must be capable of being removed quickly in the event of an emergency. A maximum of two (2) propane cylinders, each not exceeding 11kg, may be carried on board per vehicle.

#### 15. **CANCELLATIONS, CHANGES AND DELAYS BY US**

##### 15.1 **Information**

The Carrier will inform Passengers as soon as possible of a cancelled or delayed sailing, and in any event no later than 30 minutes after the Scheduled Departure Time. For delayed sailings, Passengers will also be informed of the new estimated departure and arrival times as soon as that information is available. If a cancelled or delayed sailing

causes a Passenger to miss a connecting transport service, the Carrier shall make reasonable efforts to inform the affected Passenger of alternative connections.

#### 15.2 Assistance During Delays

- (a) Where the Carrier reasonably expects the Scheduled Departure Time will be delayed for more than 90 minutes, or the Passenger service will be cancelled, complimentary snacks, meals or refreshments will be provided at the departure port terminal, such complimentary items to be in reasonable relation to the delay.
- (b) Save where the delay or cancellation is caused by weather conditions endangering the safe operation of the ship, to the extent physically possible, the Carrier will offer Passengers waiting at the departure port terminal adequate accommodation on board the vessel or ashore, and any required transport, for the duration of the delay, free of charge. Where provided ashore, the maximum cost of such accommodation shall be EUR 80 per Passenger per night, subject to a maximum of three nights.
- (c) For the avoidance of doubt, if an offer of a reasonable alternative route is declined and you choose instead to wait at the terminal, no accommodation will be provided or funded.

#### 15.3 Re-routing or Reimbursement

Where the Carrier reasonably expects the Scheduled Departure Time will be delayed for more than 90 minutes, Passengers will be offered:

- (a) reimbursement at the Ticket Price and, if relevant, a return service to the first point of departure at the earliest opportunity and at no further cost; or
- (b) re-routing at the earliest opportunity, and at no further cost, to the final destination under comparable conditions.

#### 15.4 Compensation for Delay in Arrival

- (a) Save where a delay or cancellation is caused by weather conditions which endanger the safe operation of the vessel, as determined by the Master, or by other extraordinary circumstances which could not have been avoided, even where the Carrier had taken all reasonable measures, Passengers shall be entitled to request compensation from the Carrier in respect of any delay in arrival at the final destination, without prejudice to their right to transport.
- (b) The minimum level of compensation shall be 25% of the Ticket Price paid for a delay of at least:
  - (i) for a scheduled journey of up to four hours, one (1) hour;
  - (ii) for a scheduled journey of between four hours and eight hours, two (2) hours;
  - (iii) for a scheduled journey of between eight hours and 24 hours, three (3) hours; or
  - (iv) for a scheduled journey that is greater than 24 hours, six (6) hours.

In the event that the delay exceeds double the time periods set out above, compensation of 50% of the Ticket Price shall be payable.

- (c) The compensation payable shall be paid in the form of vouchers unless you request payment in cash.
- (d) Compensation payable shall be paid within one (1) month after the submission of the fully completed request for compensation.
- (e) Compensation shall not be payable if the Passenger is informed of the cancellation or delay before the purchase of the ticket, or if the cancellation or delay is caused by the fault of the Passenger.

#### **15.5 Carrier's Rights**

The Carrier shall be entitled to carry the Luggage and Vehicles on deck or in any other part of the vessel, to depart with or without the total number of Passengers and all Luggage booked to sail, with or without a pilot, to transport goods of any description, to undertake trial voyages for the purpose of compass adjustment, to tow and assist vessels or be towed in all situations, to dry dock with or without the Luggage or Vehicles on board, and to use any port or ports in any order or rotation for any purpose whatsoever, provided that such rights shall at all times be exercised reasonably.

#### **15.6 Government Directions**

Without prejudice to the generality of any other provision of these Conditions, the Carrier and the vessel shall be entitled to comply with any directions or advices given by any Government (including any department thereof) or by any Person acting with the authority of any Government (or any department thereof), with respect to departure, arrival, ports of call or discharge, routes, stoppages, discharge, transhipment, or destination or otherwise howsoever.

### **16. AMENDMENTS AND CANCELLATIONS BY YOU**

#### **16.1 Amendments**

- (a) You may amend your booking subject to availability and the payment of any applicable amendment fees up to 48 hours in advance of the Scheduled Departure Time. All amendments are subject to availability and any applicable fare increases which may be caused by the amendment.
- (b) If you make changes in the route, date, time, Passenger numbers, cabin or vehicle type, there will be no price reduction applied, and any increase in price from the original fare and the fare applicable on the day you make the amendment will be charged, plus an amendment fee as set out in the applicable schedule.
- (c) Amendments are not permitted for no-shows (after the scheduled departure time) and cannot be made in a way which will alter the sequence of the ticket(s).
- (d) Different fare types may have different amendment and cancellation conditions, and these will be described at the time of booking and on the Hibernia Line website. Promotional and sale fares may attract special terms and conditions relating to amendment charges.

## 16.2 Cancellations

- (a) You may cancel a travel-only booking at any time prior to departure, subject to the cancellation charges set out below.
- (b) Cancellations should be made through the "*My Booking*" section of the Carrier website. Alternatively, you can request a cancellation via email at [customersupport@hibernia-line.com](mailto:customersupport@hibernia-line.com).
- (c) 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.
- (d) Subject to the specific fare type, free cancellation may be permitted up to 48 hours before the scheduled sailing during the initial booking period. Current cancellation fees for the various fare types will be described at the time of booking and on the Hibernia Line website. Promotional and sale fares may attract special terms and conditions relating to cancellation charges.

## 16.3 Refunds

- (a) All applications for refunds and the amount (if any) of such refunds in respect of cancelled bookings and unused tickets are at the sole discretion of the Carrier, save as otherwise provided in these Conditions or by applicable law.
- (b) Where a refund is authorised by the Carrier in accordance with these Conditions or applicable law, such refund will be processed to the original payment method used at the time of booking. Please note that bank processing times may mean that refunds take between 5 and 7 business days to appear in your account.
- (c) [The refund shall be paid in the form of vouchers unless you request payment in cash.]
- (d) Any refund voucher issued to you will be valid for [two (2) years] from its date of issue and cannot be converted into cash. The voucher, which is non-transferable, will be issued in the name of the Lead Passenger.
- (e) Applications for any refunds must be made within [four (4) weeks] of the return travel date.
- (f) Refunds will not be made in respect of unused elements of your booking or non-refundable ancillary services such as pre-booked meals.

## 17. FORCE MAJEURE

- 17.1 The Carrier shall not be liable for any failure or delay in the performance of its obligations where such failure or delay results from a Force Majeure Event.
- 17.2 Where a Force Majeure Event occurs, the Carrier reserves the right to cancel, delay, suspend, curtail or alter the scheduled service, voyage, route, vessel or timetable without liability. In such circumstances, the Carrier shall use reasonable endeavours to minimise disruption and to offer appropriate alternative arrangements, where practicable.
- 17.3 The existence of a Force Majeure Event shall not entitle the Passenger to compensation, damages or any other remedy beyond those expressly provided for in these Conditions.

## 18. **REFUNDS — DELAY REIMBURSEMENT**

Payment of the reimbursement provided for in 16.3 shall be made within 7 days. The payment of compensation provided for in Section 16.4 shall be made, less any cancellation charges, within one month of the submission of the request, and subject to any particular conditions of the booking, provided that that claim is made within [12 months] of the intended departure date.

## 19. **DOMESTIC ANIMALS**

19.1 Domestic Animals may be transported on certain routes with the Carrier, provided this is declared at the time of booking and prior to travel and subject to the payment of any additional charges and the availability of suitable cabins. Check-in times and onboard arrangements for Domestic Animals vary by route and will be confirmed the time of booking. Please note that Domestic Animals (save for recognised assistance animals) are permitted in a dedicated area on the exterior deck. Passengers will be required to clean up after their Domestic Animal.

19.2 Save for recognised assistance animals, no Domestic Animals are permitted in Passenger accommodation. Such Domestic Animal must remain in vehicles or, subject to availability at the time of booking, be allotted pet-friendly cabin accommodation. Domestic Animals are carried at the risk of the Passenger, and on the express understanding. No liability for Domestic Animals shall attach to the Carrier, or its Servants, Agents and Independent Contractors for any loss, damage or injury to any Domestic Animal in any circumstances.

19.3 All Domestic Animals must have a valid and in-date Pet Passport for all routes where such a Pet Passport is required. It is the Passenger's responsibility to ensure that all the entry conditions at the destination port are met, otherwise the Domestic Animal will not be allowed to travel. The Passenger undertakes to comply with all statutes, rules, orders and regulations applicable to Domestic Animals at any relevant port and to indemnify the Carrier, its Servants, Agents and Independent Contractors against all consequences of any failure so to comply.

19.4 All dogs on board must wear a muzzle and be leashed in public areas at all times during the crossing, except for assistance dogs. Where you do not comply with the obligation to muzzle your dog, we may impose a fine for the first offence and an increased fine for repeated breach on any subsequent crossing. Repeated violations may result in the Passenger being refused on future travel.

19.5 If you are travelling with a registered assistance dog, it is essential that you notify us at the time of booking. The assistance dog must comply with the guidelines for taking your Domestic Animal aboard, as applicable.

## 20. **INSURANCE**

20.1 Passengers are solely responsible for any costs and expenses arising from their own injury, illness, medical treatment, hospitalisation, repatriation, or similar circumstance occurring during or in connection with their journey. Passengers should note that there are no medical doctors on board the ships.

20.2 We strongly recommend that Passengers obtain adequate travel and accident insurance and other relevant insurances covering your booking and journey, through an officially rated and reputable insurance company. At a minimum, we advise that your insurance policy covers costs and expenses relating to injury, illness, medical treatment, hospitalisation and repatriation while travelling overseas. Your policy should also

extend to cover the loss or damage of Luggage (including your vehicle), and any amendments to or cancellation of your booking and journey.

- 20.3 The Carrier cannot be held responsible for any lack of insurance or inadequacy in coverage or any costs and expenses you may incur in connection with the aforesaid.

## 21. DANGEROUS GOODS AND FIREARMS

- 21.1 All Dangerous Goods and firearms must be declared at the time of booking and not later than 48 hours prior to the scheduled departure. Such items may only be transported in a vehicle. Where Dangerous Goods or Luggage are loaded onto the vessel without our knowledge, we reserve the right to unload, destroy or render innocuous such goods or Luggage as we see fit and to refuse the Passenger to board (with no refund). We will have no liability for the damage or loss of such goods or Luggage.
- 21.2 Dangerous Goods, including but not limited to gas cylinders, knives and firearms, are strictly prohibited on board unless prior permission has been obtained from us and all applicable regulations have been complied with and any relevant licences have been procured. Passengers seeking to carry such items will be required to complete a “*Notification of Carriage of Weapons/Ammunition Form*” detailing the nature and quantity of firearms/ammunition (as applicable).
- 21.3 Firearms are permitted on board solely where secured in an enclosed vehicle (car or motorhome). Firearms are not permitted to be transported with bicycles or motorbikes. Foot Passengers are strictly prohibited from transporting firearms, ammunition or any other item deemed to be a dangerous weapon.
- 21.4 No more than three (2) gas cylinders (with a combined weight of no more than 22kg) may be carried by any vehicle on a non commercial fare. Please note that the transport of petrol/diesel fuel cans (whether full or empty) on board is strictly prohibited.
- 21.5 Ammunition is permitted, to a maximum of 1,000 cartridges of UN Class 1.4S per vehicle, provided that the ammunition is in the original manufacturer’s packaging and the Passenger’s firearms certificate authorises the holding of such an amount.
- 21.6 The Passenger shall fully indemnify the Carrier against all claims, losses, damages, costs or expenses which arise from the carriage of such Dangerous Goods, hazardous Luggage and firearms, irrespective of whether the Passenger was aware of the dangerous nature of the goods.

## 22. SPECIAL OFFERS

- 22.1 Special offers cannot be used in conjunction with any other offers or be combined with other special offers. Special offers are subject to availability and additional terms and conditions will apply. Special offers can be revoked at any time prior to booking.
- 22.2 It will be indicated on the booking confirmation whether the booking is part of a special offer or promotional fare. These specific types of bookings may not be changeable or refundable. The cancellation fee may be [100%] of the total fare.
- 22.3 Special offers cannot be applied retrospectively to existing bookings.

## 23. CLAIMS AND COMPLAINTS

### 23.1 Complaints On Board

If you have a complaint whilst on board, we ask that you contact our customer services team. Our staff will endeavour to find solutions to your complaint.

### 23.2 Complaints After Travel

Where a problem cannot be resolved whilst you are on board, you may contact our customer service. You can call us on + 353 21 2455675 or write to Customer Services, Harbour View House, 8 Harbour Point Business Park, Little Island, Cork, Ireland within 14 days of the problem occurring, quoting your booking reference number. We ask you to contact us within a reasonable time and no later than 14 days from the date of your journey or where a service should have been performed.

### 23.3 Passenger Rights Complaint

You may make a complaint regarding your Passenger rights set out in the EU Passenger Regulation, you should submit your complaint within two (2) months from the original service. Within one (1) month of our receiving the complaint, we will inform you of our decision to substantiate or reject your complaint (or that your complaint is still being evaluated). We will provide a final reply within two (2) months from the date of receipt of the complaint.

### 23.4 Luggage and Vehicle

In the event of any apparent damage to your Luggage or vehicle, you must inform us prior to or during the time of disembarkation. In the event of any loss or damage which is not apparent at the time of disembarkation, you must inform us within 15 days from such time. If you do not notify within the relevant time periods, we shall presume you have received the Luggage or vehicle undamaged, unless the contrary is proved.

### 23.5 Alternative Dispute Resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider.

You can submit a complaint to the relevant complaint handling body:

**European Commission Online Dispute Resolution:** [https://consumer-redress.ec.europa.eu/index\\_en](https://consumer-redress.ec.europa.eu/index_en)

### 23.6 Time-Bar

Any claims made pursuant to the Athens Convention are required to be notified within two years of the date of the incident which gave rise to the claim, after which point the right to take any such claim terminates.

## 24. DATA PROTECTION

We will collect and process personal data you give us in connection with your booking in accordance with applicable data protection laws. Please refer to our Privacy Notice (which is available on our website at <https://hibernia-line.com/privacy-policy/> for information on how we

process your personal data, how to exercise your rights under applicable data protection laws and how to contact us regarding any data protection queries you may have.

**25. BANNED PASSENGERS**

As a result of you or one of your travelling party breaching these Conditions, we can, after a thorough process, place your name on our banned customer list. We will hold such information as is required (your name, date of birth and passport number) to enable us to prevent subsequent bookings by you, for as long as we consider appropriate. We will also be entitled to refuse boarding to such Passengers in line with Clause 9.2 and will be entitled to cancel any bookings made by such Passengers.

**26. CARRIAGE OF CARGO**

The carriage of cargo, along with other commercial (B2B) arrangements relating to the transport of cargo, is governed by the Carrier's [sea freight terms and conditions], available at [freightenquiries@hibernia-line.com](mailto:freightenquiries@hibernia-line.com).

**27. GOVERNING LAW AND JURISDICTION**

27.1 This contract shall be governed and construed according to the laws of Ireland. The Irish courts have exclusive jurisdiction in relation to any dispute between the Passenger and the Carrier in relation to these Conditions. Where the action arises under the Athens Convention, a Passenger may bring an action in accordance with Article 17 of the Athens Convention.

27.2 Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

27.3 Even if we delay in enforcing these Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

*Issued by Hibernia Line Unlimited Company, Harbour View House, 8 Harbour Point Business Park, Little Island, Cork, Ireland*

*Company Registration Number: 809439.*

*These Terms and Conditions are effective from 7<sup>th</sup> May 2026.*