

WESTERN FERRIES (CLYDE) LIMITED

CONDITIONS OF CARRIAGE

NOTICE TO ALL PASSENGERS

These Conditions of Carriage incorporate the Athens Convention, as further described in Part IV below. The Athens Convention in most cases limits the carrier's responsibility for death or personal injury (Article 7) or loss of or damage to luggage including vehicles (Article 8) and makes special provision for valuables (Article 5). In particular, 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 (ii) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation (Article 15).

PART I - THE CONTRACT

- In these Conditions, the following definitions shall apply: "Company" means Western Ferries (Clyde) Limited. "Vehicle" means all vehicles of every description whether in commercial or private use including any bus, coach, trailer, boat, cycle or motor cycle, caravan or motor-home. "Goods" includes: (i) all Vehicles; (ii) all luggage and property and merchandise of every description whether accompanied or unaccompanied; and (iii) all livestock and living animals, birds, fish, and reptiles whether domestic or otherwise. "Owner" includes owners, suppliers, consignees and receivers of Goods and their agents. "Passenger" means the person travelling on the Vessel as a passenger and includes persons travelling in charge of Goods. "Contract" means the contract of carriage between the Company and the Passenger or Owner, as the case may be, and whether or not the Passenger has paid a fare in respect of the voyage undertaken. "Act" means the Merchant Shipping Act 1995. "Athens Convention" (or "the Convention") means the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 and the 1976 Protocol thereto. "Hague-Visby Rules" means the rules contained in the International Convention for Unification of Certain Rules relating to Bills of Lading 1924 as amended by the 1968 Protocol thereto. "Master" means the master of the Vessel. Words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine. "Vessel" means the carrying vessel of the Passenger and/or Goods. References to "Conditions" shall refer to these Conditions of Carriage and references to "Clause" shall refer to the numbered clauses of these Conditions. References within these Conditions to any convention or legislation of any kind shall refer to such convention or legislation as amended or supplemented or re-enacted and in force from time to time and including any delegated or subordinate instruments issued thereunder.
- The Company is not and does not hold itself out as a common carrier. The Contract is governed by and is subject to these Conditions and subject to the Athens Convention and the Hague-Visby Rules. No person other than a Director of the Company has authority to vary these Conditions and no such variation shall be effective unless it is in writing and signed by a Director of the Company.
- All tickets, passes, vouchers, carriage notes or permits of any kind are issued subject to these Conditions and the boarding of the Passenger and/or Goods on the Vessel shall constitute an acceptance of these Conditions within the Contract. All Passengers and Owners further agree that their heirs, assignees and personal representatives shall be bound by these Conditions.
- The Vessel, its owner, Master and crew and any agent or sub-contractor of the Company (and any chartered or substitute Vessel and its owner, Master and crew) shall have the benefit of all rights and exemptions contained in these Conditions and for this purpose the Company is or shall be deemed to be acting as agent or trustee of all persons who are, were or might be at any time such an owner, Master, member of crew, agent or sub-contractor.
- The Company reserves the right to carry Goods on deck and to carry lawful merchandise of any kind, including dangerous cargo. The Company also reserves in its sole discretion the right to refuse to carry any Passenger or Goods from time to time.

PART II - CANCELLATION OR ALTERATION OF THE VOYAGE

- At any time before the start of the voyage the Company may cancel the voyage without notice for any cause which the Company or the Master in their discretion shall consider to be reasonable and in such circumstances any fare will be returned without any further liability on the part of the Company. Any route or port may be altered or omitted or times or dates changed for any cause which the Company or the Master in their discretion shall consider to be reasonable and the Company shall not be liable for any loss or damage which may arise from such alterations.
- At any time after the start of the voyage, if the performance or further performance of the Contract is prevented or hindered or is in the opinion of the Company or the Master likely to be prevented or hindered by any cause beyond the reasonable control of the Company, the Company may at any time cancel the Contract and abandon the voyage, and in such event the Passenger or Owner shall have no right to the return of any part of the fare or to any payment whatsoever.
- The Company shall be entitled to charge the fare in force on the date of embarkation. If such fare is more than that shown on the ticket the Company shall be entitled to demand payment of the difference before embarkation notwithstanding payment in full of the fare in force at the date of purchase. For the purposes of these Conditions "fare" shall include any such surcharge imposed by the Company up to the date of sailing.
- The Company or the Master may refuse to allow any Passenger to embark or any Goods to be shipped for any cause which the Company or Master in their discretion shall consider to be reasonable and may cancel the Contract at any time before sailing and in that case the fare paid shall be returned and the Passenger or Owner shall have no claim whatsoever against the Company or the Master in respect of such refusal or cancellation.

PART III - SAFETY AND SECURITY

- Passengers shall at all times follow and carry out all instructions given by the Master, crew and/or shore staff particularly (but without limitation) in relation to personal safety of themselves, the Master, crew or other Passengers.
- It may be necessary for security reasons for agents or sub-contractors of the Company to inspect Goods. Passengers and Owners hereby agree to submit to such inspection upon being requested by the Master of the Vessel or other agent or employee or sub-contractor of the Company.
- The Passenger shall not bring on board any articles of a dangerous nature (as specified by section 87 of the Act) nor any livestock whatsoever without the prior approval of the Company or the Master. In addition the Company or the Master may refuse to permit a Passenger to bring on board any article which in their discretion they may consider to be undesirable. The Passenger shall be liable for any death, personal injury, loss or damage resulting from breach of this Clause and shall indemnify the Company against any claims arising by any third party in respect thereof.
- Dangerous goods will be carried only by special arrangement. The Owner's attention is drawn to their responsibility to correctly declare all dangerous goods. No person must send or attempt to send, or carry or attempt to carry any such goods without prior permission from the Company. Any person in breach of this Clause shall be liable to indemnify the Company in terms of Clause 21 below.
- No Vehicle shall be tendered for carriage if it contains any gas or inflammable liquid (whether or not in separate containers) save that: (a) the Vehicle may contain the quantity of petrol or fuel oil remaining in the main fuel tank; and (b) Vehicles may carry cylinders of liquefied hydrocarbon gas (e.g. Calor

Gas) provided that: (i) the maximum number of cylinders carried in any vehicle shall be three, except in the case of small expendable cartridges, hermetically sealed and packed in an outer container, when up to twelve may be carried; (ii) all cylinders shall be adequately secured in the Vehicle by the owner against the movement of the Vessel; (iii) all cylinder valves must be closed during carriage; (iv) all cylinders shall be declared before shipment; (v) no pierced expendable cartridges shall be carried in any Vehicle and any such cartridge must be discarded before shipment; (vi) any cylinder found to be leaking will not be accepted for shipment.

- In the case of any Vehicle or other item of machinery which may be tendered for carriage with petrol or fuel oil in the main fuel tank: (a) the fuel supply shall be shut off: (i) in the case of gravity feed by closing the valve; or (ii) in the case of a pump feed by stopping the engine; and (b) the fuel tank shall not be filled so full as to create the possibility of spillage.

PART IV - LIABILITY OF THE COMPANY

- The terms of the Athens Convention are hereby incorporated into and form part of these Conditions. The Convention also has force of law applicable to the Company in the United Kingdom. Copies of the Convention are available upon request from the Company's offices.
- The Company shall not be liable in respect of: (a) the death, personal injury or illness of any Passenger or in respect of the loss of or damage to any Goods accompanying the Passenger unless the same is due to the negligence of the Company, its agents or sub-contractors, in which event the Company's liability shall be limited to the amounts contained in Articles 7 and 8 of the Convention; (b) any loss suffered by the Passenger in respect of the loss of or damage to any Goods whilst in the vicinity of the Vessel or on any premises, access, slipway or linkspan used by the Company, whether or not any such loss is caused by the negligence or fault of the Company, its agents or sub-contractors; (c) the loss of or damage to any valuables or other articles specified in Article 5 of the Convention howsoever caused; (d) the safe custody or delivery of any Goods whether conveyed in charge of Passengers or otherwise.
- Any damages payable by the Company shall be reduced in proportion to any contributory negligence by the Passenger in accordance with Article 6 of the Convention. Any damages payable by the Company shall also be reduced by the maximum deductibles specified in Article 8(4) of the Convention.
- The terms of the Hague-Visby Rules are hereby incorporated into and form part of these Conditions in relation to the carriage by the Company of commercial vehicles and unaccompanied Goods. The Hague-Visby Rules also have force of law applicable to the Company in the United Kingdom.
- The Company shall in no circumstances be liable in respect of consequential loss or damage of any nature including loss of profit, loss of business or reputation or opportunity, or for detention or delay howsoever caused.
- The Company shall in any event be entitled to the maximum protection allowed by law in respect of the liability of or any limitation upon the damages recoverable from shipowners in accordance with the Act including the Convention on Limitation on Liability for Maritime Claims 1976.

PART V - LIABILITY OF PASSENGERS AND OTHERS

- The Passenger or Owner shall be liable for and shall reimburse the Company for any damage to the Vessel and its furnishings and equipment or any other property of the Company caused by any willful or negligent act or omission by the Passenger or Owner and the Passenger or Owner shall further indemnify the Company, its agents and sub-contractors against all liability whatsoever which the Company or its agents or sub-contractors may incur towards any person in respect of any death, personal injury, illness, loss, damage, detention or delay caused directly or indirectly by any willful or negligent act or omission on the part of the Passenger or Owner.
- In the event that medical attention of any kind or ambulance assistance on shore, sea or air may be necessary and is provided or ordered by the Company or the Master or crew, the Passenger (or the personal representative of the Passenger) for whom the service was obtained shall be liable for the full cost thereof.
- Goods may be carried from port to port until at the sole discretion of the Master it is convenient to discharge such Goods. All Goods stored for any reason whatsoever are, as during transit, entirely at the risk of the parties to whom they belong.
- Carriage by the Company of any living animals, birds, fish or reptiles of any kind whether domestic or otherwise is undertaken at the Owner's sole risk. Without prejudice to the foregoing generality, the Company shall not be liable under any circumstances for the loss of or injury to dogs or other pet animals. All dogs and pet animals shall remain under the supervision and control of their Owner or Passenger accompanying them during embarkation, disembarkation and throughout the whole duration of the voyage.
- All Goods are subject to a general lien for all fares, or arrears of fares, storage or other charges due by the Passengers or Owners thereof to the Company. The Company shall have the right to sell Goods by public auction or otherwise for all liabilities whatsoever under this Contract or otherwise and for the costs and expenses of enforcing such lien.
- Average shall be settled in London in accordance with York-Antwerp Rules, 1974.

PART VI - ACTIONS AND CLAIMS

- Any action arising under the Convention shall be time barred after a period of two years calculated in accordance with Article 16 thereof. Any claim which is not covered by the Convention or by the Hague-Visby Rules must be notified in writing to the Company within 28 days of disembarkation or of the date when the claimant first had knowledge of the material facts giving rise to the claim, whichever date is the later, and any action thereon must be commenced within two years of such date. Unless these time limits are complied with the Company shall be under no liability to the Passenger or Owner whatsoever.
- It is presumed that Goods have been carried and landed undamaged unless written notice is given by the Passenger to the Company: (a) in the case of apparent damage, before or at the time of disembarkation; or (b) in the case of damage which is not apparent or of loss within 15 days from the date of disembarkation.
- The Contract shall be governed by Scottish law and any disputes shall be subject to the exclusive jurisdiction of the Court of Session in Edinburgh.