



**PASSENGER
BOOKING TERMS
& CONDITIONS
& CONDITIONS
OF CARRIAGE**



UK-EUROPE



**DFDS
SEAWAYS**

Passenger Booking Terms and Conditions and Conditions of Carriage

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1. Introduction

Before confirming your booking, you and others included in your booking must read and familiarise yourselves with the Passenger Booking Terms and Conditions and Conditions of Carriage ('Conditions').

DFDS Seaways Newcastle Ltd. is a member of the The Association of Bonded Travel Organisers Trust Limited (ABTOT): www.abtot.com/

These Conditions apply to all bookings made by a passenger ('you') through DFDS Seaways ('us') or our travel agents or tickets vendors.

The ferry services are operated by DFDS Seaways (DFDS A/S, a subsidiary or branch of DFDS A/S), or such other suppliers as may be indicated.

These Conditions shall apply to all carriage of passengers and their luggage, performed by us or our suppliers.

Definitions applying to these Conditions

"Eastern Channel routes" means sailings between Dover and Dunkirk/ Calais or any other routes operated by us across or around the English Channel.

"Western Channel routes" means sailings between Newhaven and Dieppe; Portsmouth Le Havre and any other routes operated by us across or around the Western Channel.

"Long Sea routes" means sailings between Newcastle and Amsterdam; Harwich and Esbjerg; Copenhagen and Oslo; Karlshamn and Klaipeda; Kiel and Klaipeda; Kapellskär and Paldiski.

A person who is accompanying (i) a commercial vehicle or (ii) live animals, which are covered by a contract for the carriage of goods (hereafter a "driver"), is not deemed to be a passenger as understood under these Conditions, unless we have given our written consent. This means that a driver does not have the rights which follows from the EU Regulation (EC) No 1177/2010 on the rights of passengers when travelling by sea and inland waterway nor have a driver the right to claim damages for delay (see section [13]). However, a driver is obliged to follow all requirements in these Conditions and our liability to a driver is limited in accordance with all relevant conventions.

If you have purchased your journey or service through a company in shipping/railway operation/road transport/air transport, then the respective company's conditions of carriage apply.

Luggage covers all objects and vehicles, which are being transported by us or our suppliers on the basis of the contract for the carriage of passengers. These Conditions also apply to all other contracts and services in this regard.

Limitations and liability in these Conditions

These Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence. In addition to these Conditions, the Convention relating to the Carriage of Passengers and their luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited, to Regulation (EC) No 392/2009 (together referred to as "Athens Convention") and Regulation (EC) No 1177/2010 on the rights of passengers when travelling by sea and inland waterway ("Passenger Rights Regulation") apply.

In most cases the Athens Convention limits our liability for the death of or personal injury to a passenger and/or the loss of or damage to the passenger's luggage and makes special provision for valuables. We refer you to section 16 (Our liability to you in case of injury or damage to luggage etc). A summary of the EU Regulation 392/2009 can be found via the following link:

<http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

The Passenger Rights Regulation also limits our liability in certain

circumstances. We refer you to section 13 (Changes, cancellations or delays by us). A summary of the Regulation can be found via the following link:

http://ec.europa.eu/transport/themes/passengers/maritime/doc/summary_en.pdf

When we refer to SDR it means Special Drawing Rights as defined by the International Monetary Fund, please see: www.imf.org and www.imf.org/external/np/exr/facts/sdr.htm

Travel categories

Please note that the Conditions vary depending on whether you book a 'group booking', a 'package', or 'other travel arrangements'.

Group booking

A 'group booking' is any kind of booking for 10 passengers or more.

Package

By 'package' we mean arrangements which fall within the definition of 'package' in the Package Travel, Package Holidays and Package Tours Regulations 1992. These are bookings that consist of a pre-arranged combination of at least two components (transport, accommodation and other tourist services) when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation. For these purposes, unless otherwise stated, sleeping onboard the ship does not constitute 'accommodation'.

Other travel arrangements

Bookings of any other kind constitute 'other travel arrangements'. This also includes the bookings of ferry crossings, or of components that are booked at different times. A MiniCruise is a ferry crossing with an outbound and return journey and with two consecutive overnight stays on board the same ship and is considered 'other travel arrangements'.

Safety and weather conditions etc.

When travelling with DFDS Seaways the health and safety of the ship and all those on board is of paramount consideration.

In many situations we rely on third parties, and in some cases, cancellations or delays are due to weather conditions, including for example strong winds, heavy seas, strong currents, difficult ice conditions, extremely high or low water levels, hurricanes, tornadoes and floods (hereinafter "weather conditions") that brings the safe operation of the ship in danger. It may also be other extraordinary circumstances, which neither we nor our suppliers are responsible for, including but not limited to war, the threat of war, terrorism, fire, industrial disputes, natural disaster, nuclear disaster, technical problems and/or extraordinary circumstances that prevent the ship from sailing (hereafter we will refer to such circumstances as 'force majeure events').

In this context, we recommend that you whenever possible contact either our customer service for sailing information, or visit our website www.dfds.co.uk/travel-update at least 24 hours before your departure date in order to ascertain that there are no occurring circumstances that may or will affect your journey.

2. Booking

You can book direct with us at www.dfds.co.uk or by telephone. You can also book via travel agents or ticket vendors, who have a special arrangement with us. You are welcome to contact us to verify if a certain company is one of our suppliers.

When booking with us you will need to inform us of the full name and date of birth of all the individual passengers travelling on the booking. All names must be in accordance with each individual's passport or valid photo ID card. It is at all times the passenger's responsibility to supply us with the correct name and date of birth.

Bookings will only be accepted subject to your agreement to these

Conditions. Once you have booked, we will provide you with a booking reference and at that stage a binding contract exists. We will then issue, by post or email, a confirmation advice setting out the details of your booking. You must check all the details carefully. In particular, you must check that you have sufficient personal and vehicle insurance to cover the journey. You must let us know at once if any details are incorrect.

It is a condition of any booking that - whatever the fare and whether the booking is for a package or otherwise - the maximum number of passengers occupying any cabin does not exceed the number of cabin berths plus one child under 4 years of age. This condition applies to all categories regardless of price.

Confirmation advice

The confirmation advice is your travel document, which you should take with you to the departure terminal at the port. The confirmation advice gives you entitlement to transport with DFDS Seaways and other services ordered. No other separate document will be issued. All vouchers will be issued at the port of departure. Please note, that it is your responsibility to check that all information on the confirmation advice is correct.

DFDS Seaways cannot accept liability for mistakes or inaccuracies on the confirmation advice if the booking is made with such closeness to departure that it has been impossible for DFDS Seaways to issue a new confirmation advice before attendance at the departure date.

Information regarding check in will appear from the confirmation advice.

Payment

Payment of journeys and other products must be made when you book unless otherwise noted.

The confirmation advice is only valid in combination with the credit or debit card used for payment and, therefore, you have to bring that credit or debit card with you to check-in. In case you fail to produce such credit or debit card at the request of our staff, we shall presume that the payment has not been legally authorized and shall require a cash payment at check-in.

The booking is only binding with DFDS Seaways when payment has been received. You can pay with selected credit / debit cards and online payment methods. Credit cards payments incur a surcharge, not applicable to debit cards.

Failure to comply with the terms of payment will result in the booking automatically being cancelled. On an automatic cancellation the passenger must pay the cancellation fee in accordance with the conditions of cancellation mentioned in section 12 (Change or cancellation by you). Fully or partially unused parts of the journey will not be refunded. When making a payment to us, please refer to your booking number. Only official payment receipts are valid as proof of payment. Receipts from your bank statements (home banking) are not accepted as valid proof of payment.

In case of failure to comply with the terms of payments we may, for future bookings, require cash payments or that you show a valid proof of payment of the booking.

Service fee

The products which can be booked through our website can also be booked by phone through our customer service.

When booking by phone or in person, you must pay a service fee of; £5/€5 on Eastern Channel Routes and £10/€12.50 for Short Cruise Breaks, £30/€35 for tailor made and touring holidays, and £20/€25 for all other bookings on Long Sea Routes. No service fee will be charged when booking Western Channel Routes.

Specifically for group bookings

Full payment is due at the time of booking for all our products, unless stated otherwise. However, this does not apply for group bookings of 10 or more people when booking our Western Channel and Long Sea Routes, who must pay a 25% deposit with full payment at least 56 days before departure.

Booking on behalf of others

If you are organising a booking for several individuals and you are booking on their behalf, then the following additional conditions apply to you, whether or not you yourself are part of the group and/or booking:

1. You are deemed to act as an agent (in law) for all the individuals in the group. Accordingly, you are saying to us that you have authority to commit each individual to the obligations contained in these Conditions as if they had themselves booked with us individually.
2. You accept personal responsibility to check that each individual has:
 - all the necessary valid documents to travel and
 - where relevant, noted and complied with the requirements laid down in section 14 (Disabled persons and persons with reduced mobility).
3. You accept the duty (whether or not you travel personally) to ensure that you can identify, by name and address, at the time of booking, the Party leader who will be responsible to us and to the Master (on board) for the marshalling and conduct of the individuals.
4. You promise to ensure that all individuals are fully aware of these Conditions and to bring them to the attention of each individual, and that all individuals accept these Conditions.
5. You (personally) indemnify us against any breach of these Conditions (including non-payment) by any individuals within the group or of any failure by such individuals (whether adult or child) to maintain proper standards of conduct.
6. You accept full responsibility for the group. This includes full payment from each individual prior to departure with us or prior to accepting any services sold by us.
7. You confirm that you act as a group organiser only and that you have no direct or indirect connection with the business of supplying travel services.
8. You accept, on behalf of each individual, the duty to provide good behaviour bond before embarking on any journey with us or before accepting any service from us.

Special requests and additional services

Special requests (for example dietary requests) will be passed on to the relevant supplier, but cannot be guaranteed. An additional service fee will be charged for arranging or providing any tailor-made products.

Any special agreements with us and requests for special agreements based on the passenger's specific wishes are only valid if they are specified on the confirmation advice.

3. Prices

We operate with a flexible pricing structure, which means that prices are dependent upon demand, day of departure and how far in advance the booking is made. Prices will also vary according to the number of people travelling, the vehicle dimensions and grades of accommodation chosen. We reserve the right to change any fare or price before you make a booking with DFDS Seaways.

After your booking becomes binding, we are not likely to change the price for your journey. However, we reserve the right to introduce a surcharge to reflect government action, fluctuation in exchange rates, increases in transport costs (e.g. published fares and the cost of fuel) and changes in dues, taxes or fees payable for services (including VAT, landing taxes or fees for embarkation or in ports).

Specifically for packages

If a surcharge represents an increase of 10% or more of the total price of your package you will be entitled to cancel your booking without penalty and receive a full refund. If you choose to cancel your booking, you must tell us in writing within 10 days of receiving notification of the surcharge.

4. Passports, visas and health

You must comply with all ID, passport, visa, immigration and health formalities, which apply to your carriage or during the period of any other service rendered to you by us. Passengers with invalid or inadequate travelling documentation will be turned away at check-in, and we assume no responsibility for the consequences and you will not be eligible for a refund.

It is your responsibility to check and fully comply with all the necessary rules for entry to the different countries. We refer to the homepage of the following UK Government web page:

www.gov.uk/foreign-travel-advice.

You will be required to reimburse us in full for any fines, repatriation or other removal costs, detention costs and all related expenses, which we may incur by reason of your failure to produce the necessary documentation to the relevant authorities.

If you do not have a return ticket and you are refused entry into the destination country, then you are under all circumstances liable to pay us for the cost of the return ticket. This includes that you are liable to pay for any costs incurred by us or any of our suppliers in relation to your return journey.

5. Pregnancy

DFDS Seaways do not recommend that pregnant women who are in week 34 or more travel with DFDS Seaways. After that date, DFDS Seaways will be entitled to ask for a medical certificate demonstrating fitness to travel.

We recommend that pregnant passengers obtain travel insurance that provides for appropriate cover in case of complications. Be aware that there may be limitations in the insurance coverage for the later period before the date of birth. It is your responsibility to stay informed as to whether you are covered by travel insurance or not. DFDS Seaways do not assume responsibility for this.

6. Children and young people under the age of 20 years

Children 0-3 years

Children from 0 years up to and including 3 years travel free, if they do not occupy a berth on the ship (max. 1 child, 0-3 years per cabin) and/or their own bed at the hotel. The child needs to be registered and listed on the confirmation advice. Should a bed be requested for children from 0 years up to and including 3 years a child price must be paid. Any meals should be paid directly to the hotel.

Child prices (4-15 years)

In some instances there are special child prices for children from 4 years up to and including 15 years. The child prices for hotels are based on an extra bed in a double room with 2 full paying persons.

Children under 18 years

Children under 18 may only travel if accompanied by an adult. Children aged between 16 and 17 years may however travel by ship unaccompanied by adults if the parents or a custodial parent has given written permission. This letter must be provided at check in on both outward and homeward sailings. Failure to provide the letter will result in the refusal to travel.

Young adults between 18 and 19 years

Young adults from 18 years up to and including 19 years can travel on a MiniCruise on the Copenhagen-Oslo route in groups of up to 4 people. For groups of more than 4 people, at least one person must be aged 20 or older for every person aged from 18 years up to and including 19 years.

7. Pets

Pets may be carried on certain routes with DFDS Seaways. Please note that throughout the journey the pet must be in a vehicle or cage set up on board by DFDS Seaways. It is important that you familiarise yourself with the conditions for pets on board before booking and departure. The conditions can be found on www.dfds.co.uk/pets, or can be received on request prior to booking.

It is the owner's/passenger's responsibility to comply with the rules applicable to the import of pets to the destination country and returning to the country of departure. The owner/passenger must also comply with all other regulations regarding travel with pets, including regulations on passports and documentation.

Read the rules for pets travelling to Norway via this link:

http://www.mattilsynet.no/dyr_og_dyrehold/reise_med_kjaledyr/informasjon/

Read the rules for pets travelling to Denmark via this link: http://www.foedevarestyrelsen.dk/Dyr/Rejse_med_kaeledyr/Sider/Rejse_med_kaeledyr.aspx

<https://www.gov.uk/take-pet-abroad>

Read the rules for pets travelling to the United Kingdom via this link: <https://www.gov.uk/take-pet-abroad>

Read the rules for pets travelling to France via this link: <http://vosdroits.service-public.fr/particuliers/F806.xhtml>

8. Insurance and vehicle formalities

It is your responsibility to check and ensure that there is full compliance with all the required vehicle documentation and overseas traffic rules when you take your car abroad.

Passengers are responsible for paying all costs incurred as a result of illness, hospitalisation, etc. during the journey. There are no doctors on board DFDS Seaways' ships.

We recommend that you take out travel and accident insurance prior to departure. Travel and accident insurance can be acquired through your own insurance company if you find it is necessary. It is your responsibility to ascertain if you are covered by insurance, and if necessary, acquire appropriate insurance and/or supplementary insurance. DFDS Seaways cannot be held responsible for this. The insurance should at least cover medical expenses in case of illness, injury and repatriation during stays abroad, lost or damaged luggage (including your car), and the changes in or cancellation of your booking.

9. Vehicles

Vehicle ticket prices

The prices are only valid for accompanying vehicles and trailers. Vehicles and trailers may contain personal items that are normally required for holidays or personal visits.

Vehicle prices do not apply to vehicles of more than 10 metres in length or to those carrying commercial goods or commercial cargo (hereinafter called "commercial goods"). Commercial goods carried in cars, luggage trailers etc. will be charged according to freight tariff. Vehicles with a seating capacity of 12 or more seats are regarded as a coach regardless of the measurements of the vehicle. For coaches a separate coach tariff always applies.

DFDS Seaways reserves the right to charge a calculated freight tariff for cargo which is carried in conflict with these Conditions and assumes no responsibility for any consequences thereof. This applies especially to any carried goods which are beyond the allowed amount per vehicle including commercial products not belonging to the passenger or meant for resale/processing.

Bicycles must be booked in advance.

Requirements for vehicles

a) You agree to provide accurate information

- By confirming your booking, you acknowledge that the ship's Captain together with the crew and DFDS Seaway's embarkation staff, have the right to exercise strict control to ensure that the information you provide at the time of booking is accurate. This is required for security reasons and to ensure the health, safety and comfort of passengers.
- If the information appears or is found to be inaccurate, you agree that we may apply sanctions. See section 9 d (Sanctions for non-compliance).

b) Type of vehicle and its use

If you do not comply with the following requirements, DFDS Seaways has the right to apply sanctions before or at the point of departure. It is required that, without in anyway limiting DFDS Seaways discretion:

- the vehicle must be roadworthy;
- the vehicle must be insured for use on public road (and you can show such evidence of insurance if required);
- the vehicle must be covered by a valid Test Certificate (VT20) or equivalent as required by the local and applicable law of the country

where the vehicle is registered showing that the vehicle is suitable for use (and you can show such evidence if requested);

- the purpose of your trip is not related to carriage of commercial goods;
- the vehicle must be within the permitted dimensions as set out in the current private vehicle tariff;
- you do not carry commercial goods or goods designed for a commercial purpose or commercial goods subject to customs documentation;
- the vehicle itself must be of a type which is normally (in our opinion) used as a vehicle for private use. In this respect, the following are (without limitations) deemed by us to be commercial vehicles:
 1. any vehicle of light-goods-vehicle revenue weight or above whether or not actually carrying commercial goods and/or whether or not being used for a commercial purpose;
 2. all types of trucks with flatbeds and/or drop-sides and trailers of any size or weight;
 3. any motor home used as part of or in association with a business on tour or in any fixed location; and
 4. all trailers attached to or towed by any such vehicles;
- you do not carry hazardous goods (whether rated as hazardous by the International Maritime Organisation ("IMO") or not); and
- the vehicle must not be a conveyance for hire, in particular, a coach with seating capacity of more than 12 passengers;
- any motor vehicles propelled by liquefied petroleum gas (LPG) or natural gas, compressed or refrigerated (LNG) will only be accepted if the vehicle is a recognised manufactured model with standard specification; and
- electric cars are not allowed to be connected to the ship's electrical system for charging.

c) Commercial vehicles

- Vehicles with commercial freight which have not been declared will be charged a surcharge at check-in.

d) Non-compliance sanctions

You accept the sanctions which we may reasonably apply in respect of any non-compliance by you of your obligations (section 9 a-c).

DFDS Seaways has the following rights:

- refuse to allow the vehicle(s) to be loaded on board except on payment of additional charges;
- refuse to allow the vehicle(s) to be loaded on board except on the conditions e.g. the removal of commercial goods from the vehicles; and
- refuse absolutely the vehicle(s) to be loaded on board, where it is apparent to us that your non-compliance cannot be remedied either at all or without risking delay to the ship.

Furthermore, you accept that in these circumstances, we are under no obligation to refund your payment as you have booked a space on the ship, which we might otherwise have sold to others.

You furthermore accept that it is reasonable for DFDS Seaways to apply such sanctions to you without notice at the point of embarkation.

10. Dangerous goods or luggage

Passengers must comply with all applicable laws and international conventions relating to the transport of dangerous goods or luggage.

Goods or luggage which might cause considerable inconvenience to the other passengers or the crew, or endanger the safety or security of the ship, human beings or goods, must not be brought aboard. It is therefore not permitted to carry dangerous or offensive weapons, explosives or drugs, spare cans of fuel (petrol/diesel-cans) or similar items. Paint, chemicals and related products are also considered dangerous goods and are not allowed on board DFDS Seaways' ships.

Any passenger not complying with this provision will be refused boarding and no refund shall be given.

We are also entitled to, for safety and security reasons, request a search of passengers and inspect their luggage.

Passengers who need DFDS Seaways to transport dangerous goods or

luggage need to make the request in writing and inform us fully about the dangerous goods or luggage. It is necessary that you inform us properly about the measures we need to take, in order to handle the goods or luggage appropriately.

In circumstances where dangerous goods or luggage is loaded without our knowledge of its character, we may unload, render innocuous or destroy the goods or luggage, as the circumstances may require, without liability to pay compensation for the damages or loss of the goods or luggage. The same applies, even if we had the knowledge of the characteristics of the dangerous goods or luggage on loading, if, at a later time, the dangerous goods or luggage becomes the cause of such danger for the ship, life or goods that it is reckless to keep the dangerous goods or luggage on board.

If the goods or luggage has caused damage or loss, you shall pay compensation if you or any person for whom you are responsible have caused the damage or loss through fault or neglect.

Vehicles carrying IMO classified dangerous goods may only be carried in accordance with the regulations described in DFDS Seaways' general sea freight conditions of carriage (North Sea Freight Conditions of Carriage), cf. section 21 below.

Vehicles with permits are allowed to carry a maximum of 47 kg of gas bottles. During the crossing the gas bottles will need to be disconnected and turned off.

11. Cabin luggage

Cabin luggage is all luggages you bring into your cabin.

Passengers travelling with DFDS Seaways are allowed up to 50 kg cabin luggage per adult and 25 kg per child. It is the passenger's responsibility to inform DFDS Seaways of goods/personal property in excess of the above amounts.

If DFDS Seaways and/or customs authorities require so, passengers must identify the nature and amount of the items of luggage.

12. Change or cancellation by you

You have the opportunity to change and/or cancel certain types of bookings via our website www.dfds.co.uk, or by telephoning us direct.

The rules for changes/cancellations made by you may vary depending on the travel category as categorised below and in any event subject to availability.

Changes in the route, date, time, passenger numbers or vehicle type for non promotional fares will result in any increase in price from the original fare and the fare applicable on the day you make the amendment being charged plus an amendment fee as set out in the tables below.

Should changes to the booking reduce the value of the booking then the original cost is still valid.

Upon cancellation of packages and other travel arrangements, such as for example ferry bookings or MiniCruises, you will incur charges ("cancellation charges") on a scale related to the period of notice given to us. Any refund to which you are entitled on the cancellation of your booking will be subject to a deduction for cancellation charges as set out in the tables below.

MiniCruises can only be initiated from the destination listed on the confirmation advice. If you do not commence the outward journey, this will result in a cancellation of the entire booking. MiniCruises cannot be used as one-way journeys.

If we at the time of booking have informed you that change/cancellation is not possible due to our suppliers' terms and conditions, then the cost of the booking will be lost regardless of the time of change/cancellation. Alterations requested 8 weeks or less before departure,

which involves the change or cancellation of any accommodation overseas, will be treated as a cancellation by you.

If your cancellation occurs due to emergency health problems, accidents etc. you are still liable to pay for any incurred fees (see below). We therefore recommend that all passengers take out sufficient personal travel insurance.

Cancellations must be notified in writing and cannot be accepted by telephone. Alternatively, you can cancel some types of booking via www.dfds.co.uk. If you cancel a confirmed booking you will forfeit your personal travel insurance premium and have to pay the following charges, as set out in the tables below, calculated from the date we receive your notification and by reference to the total invoice price of the holiday, including supplements.

Any refund to which you are entitled to under the cancellation terms of your booking must be made in writing within 3 months, calculated from the date of cancellation of your booking.

Western Channel Routes: charges for change or cancellation by you					
Fare types	Per change, per booking: related to the period of notice given to us	Fare increase	Amendment fee	Cancellation, per booking: related to the period of notice given to us	Charge*
	Any time prior to travel	Yes	£10/€12.50	Anytime	100% of total price
	Name changes	None	£10/€12.50		

*Cancellation of Ferry bookings by Groups of 20 or more will be charged at 25% of the total fare if cancelled 57 days or more before departure. All other cancellations of ferry bookings will be charged at 100% of the total fare.

Eastern Channel routes: charges for change or cancellation by you					
Fare types	Per change, per leg: related to the period of notice given to us	Fare increase	Amendment fee	Cancellation, per leg: related to the period of notice given to us	Charge
Economy Tickets	Advanced amendments prior to travel	Yes	£10/€12.50	Anytime	100% of total price
	At port on the day of travel within one sailing before or one sailing after your booked crossing time	None	None		
	At port on the day of travel outside one sailing before or one sailing after your booked crossing time	Yes	£10/€12.50		
	Name changes	None	None		
Flexi Tickets	Advanced amendments prior to travel	Yes	None	If cancelled 48 hours or more before the booked crossing time of departure	No charge
	At port on the day of travel within 72hrs sailing before or after your booked crossing time	None	None		
	At port on the day of travel outside 72hrs sailing before or after your booked crossing time	Yes	None	If cancelled within 48 hours before the booked crossing time of departure	100% of total price
	Name changes	None	None		

Long Sea Routes: charges for change or cancellation by you					
Fare types	Per change, per booking: related to the period of notice given to us	Fare increase	Amendment fee	Cancellation, per booking: related to the period of notice given to us	Charge**
Transportation only, Mini & City Cruise breaks	Any time	Yes	£20/€25	Anytime	100% of total price
	Name changes	None	£10/€12.50		
Holiday Collections (Touring and tailor made holidays) made by anyone; or Mini & City Cruise breaks Bookings made by Groups of 20 or more people.	Any time	Yes	£20/€25	57 days or more before departure	25% of total fare
				56-36 days before departure	50% of total fare
	Name changes	None	£10/€12.50	35-22 days before departure	70% of total fare
				21-11 days before departure	90% of total fare
			10 days or less before departure:	100% of total price	

**Cancellation of Transportation only bookings by Groups of 20 or more will be charged at 25% of the total fare if cancelled 57 days or more before departure. All other cancellations of ferry service bookings will be charged at 100% of the total fare.

Offers & prizes

It will be indicated on the booking advice whether the booking is part of an offer (special promotional fare) or a competition price. These specific types of bookings cannot be changed or refundable. The fee is 100% of the travel price.

Name change/transfer of a booking

Provided that you notify us of the transfer within a reasonable time of the departure date, you can transfer a booking (all categories), which is booked with DFDS Seaways, to any other person. The transfer must be made by the person responsible for the original booking and must comply with the following regulations.

We charge a fee of £10/€12.50 for each name change on Western Channel Routes and Long Sea Routes. If there are additional costs associated with the transfer you must pay these in full at the time of the transfer.

You can transfer the booking if the person you make the transfer to, fulfils the necessary conditions for passport, visa and health regulations, which DFDS Seaways required from you when you made the original booking, see section 4 (Passport, visa and health) above.

Both the person who made the original booking and the person who the booking is transferred to are under obligation to make full payment of any outstanding fees and/or expenses that may arise in connection with the transfer of the journey.

DFDS Seaways may deny the transfer of a trip, if it can be demonstrated that it is not possible to transfer the booking due to any regulations on behalf of the hotels, cabin owners, traffic- and flight operators and/or the authorities.

DFDS Seaways disclaims any responsibility regarding travels bought for resale, unless the travels are sold through one of our recognized partners/agents. However, others than DFDS Seaways or DFDS Seaways partners/agents are reselling our tickets, typically taking place on the internet. If you have purchased a resold travel, it will be on your own account and risk. If you are buying such travels, please be careful and take necessary steps to control the seller to avoid being a victim to internet fraud.

No refund

Cancellations of other arrangements such as football tickets, opera tickets, concert tickets, etc., will still result in full payment of the services to DFDS Seaways.

Services such as cancellation insurance, administration fees and tickets for events purchased through DFDS Seaways are non-refundable.

No refunds are allowed on lost or unused confirmation advice/travel documents, vouchers or hotel coupons.

Please note that no refunds can be given on pre-paid meals unless cancelled at least 48 hours before departure.

13. Changes, cancellations or delays by us

13.1 Changes to ferry timings and to the routes of our ships

We are not responsible for the advertised time of arrival and departure being adhered to. All departure and arrival times and the identity of ships shown in our literature, our website and on any confirmation advice or voucher are estimates only and cannot be guaranteed.

All our ships are subject to weather conditions and force majeure events as defined in the introduction. Timetables, routes and ships may be changed. Where necessary, we reserve the right to perform the carriage with a substitute ship and/or to deviate from the advertised timetable or route. We also reserve the right to cancel a confirmed booking with our ships.

Furthermore, we shall be at liberty to comply with any order or recommendations given by any Government or by a person, who under the terms of the War Risks insurance on the ship has the right to give such orders or recommendations, and compliance with such orders or recommendations shall not be deemed to be a deviation or breach of our obligations to you.

Except as detailed for below, neither we nor our suppliers are liable to compensate you or refund you for any loss as a result of any delay, cancellation, change of timetable, change of route or substitution of one ship by another unless such compensation is due to you under applicable international conventions, EU regulations and the laws of England and Wales in force.

13.2 Cancellation or delay of our passenger services

The Passenger Rights Regulation

The Passenger Rights Regulation (EU Regulation 1177/2010)

[http://ec.europa.eu/transport/themes/passengers/maritime/doc/summary_en.pdf] provides certain rights for passengers in the event

of cancellations and delays of our passenger services. It should be noted that that the Regulation makes a number of exceptions to these rights, such as in the event of delay or cancellation due to weather conditions endangering the safe operation of the ship or extraordinary circumstances hindering the crossing which could not have been avoided even if all reasonable measures had been taken.

This section only provides an overview of rights that might apply, and each passenger's rights will be assessed on a case by case basis. You should refer to the Regulation for full details of your rights.

The Regulation shall not apply in cases where a package is cancelled for reasons other than cancellation of the passenger service.

In case of cancellation or delay in departure

a) Information

In the event of delay or cancellation in departure, passengers departing from the departure terminals or ports will be informed as soon as possible and not later than 30 minutes after the scheduled departure. If passengers miss a connecting transport service due to a delay or cancellation in departure, we will make a reasonable effort to inform them of alternative connections.

b) Assistance and care

If there is a cancellation or a delay in departure for more than 90 minutes beyond the scheduled time of departure, we will provide free of charge snacks, meals or refreshments to you in reasonable relation to the waiting time, when they are available and can be reasonably supplied.

Where the cancellation or delay in departure necessitates one or more additional nights stay for the passenger, we will offer adequate accommodation free of charge, either on board or ashore. In respect of each passenger we may limit our expenditure on such accommodation to EUR 80 per night for a maximum of three nights. We will also provide transportation to and from the port terminal and the place of accommodation; on submission of applicable receipts or, if using your own vehicle, in accordance with the current DFDS Seaways mileage policy.

Where the cancellation or delay in departure necessitates additional transport between your home and the port we may limit our expenditure and will only compensate for reasonable costs; on submission of applicable receipts or, if using your own vehicle, in accordance with the current DFDS Seaways mileage policy.

To avoid any 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.

You will not be entitled to free accommodation, where the stay becomes a necessity as a result of a delay or cancellation due to weather conditions endangering the safe operation of the ship.

c) Re-routing or reimbursement

In the event of a cancellation or a delay in departure of more than 90 minutes beyond the scheduled departure time, the passenger may choose to be:

- re-routed to the final destination, under comparable conditions, as set out in the confirmation advice, at the earliest opportunity and at no additional cost, or
- reimbursed the ticket price and, where relevant, a free return service to the first point of departure, as stated in the confirmation advice, at the earliest opportunity.

In cases where the delay or departure to a passenger ship from the port is for more than 90 minutes, you shall have the right to such re-routing or reimbursement of the ticket price from us.

Acceptance of an offer of reimbursement of the ticket price will nullify the contract and cause it to be void. This means that you have no further rights to assistance/welfare or compensation.

In case of delay in arrival

In the event of a delayed arrival at the final destination as indicated in the confirmation advice, you may request compensation without losing the right to travel.

The compensation shall be calculated on a percentage of the ticket price and is dependent on the length of the planned trip in accordance with Article 19 (1) of the Regulation. Compensation may be paid in the form of vouchers or other DFDS Seaways services; unless you request payment in cash. We reserve the right to introduce a minimum threshold for payment of compensation.

You are not entitled to compensation for delay in arrival due to weather conditions endangering the safe operation of the ship or extraordinary circumstances hindering the crossing which could not have been avoided even if all reasonable measures had been taken.

Exemptions

It should be noted that the above provisions of the Passenger Rights Regulation, which may entitle you to claim a compensation of the ticket price in case of delayed arrival or assistance in case of delayed departure or cancellation, do not apply in all cases. A detailed list of such exemptions is contained in Article 20 of the Regulation.

In addition to the exemptions described above (i.e. in case of weather conditions and extraordinary circumstances) no refund, nor assistance, is awarded if:

- the passenger has been informed of the cancellation or delay before booking, or
- the cancellation or delay is caused by the passenger's fault.

No damages in case of delay or cancellations

To avoid any doubt, you do not have any additional right to claim damages for losses or damage caused by cancellations or delay. This means that we have limited our liability to both direct and indirect damage or losses.

Nevertheless, if we are not allowed to limit our liability in case of cancellations, our limitation is always limited to direct damage or losses.

Change or cancellation of a package

We make every effort to ensure the accuracy of our literature and website. However, changes can occur despite our best endeavours.

a) Before the commencement of a package

If there is a change/cancellation to your booking prior to departure we will inform you as soon as possible. We will endeavour to find a suitable solution for you.

If we or our suppliers cancel the package, you are entitled to:

- terminate the agreement and recover all sums paid in connection with the package, excluding amendment fees/insurance premiums, or
- rebook to another package of your choice, if we and our suppliers without major costs or losses can offer this.

If you choose to rebook to a package at a higher value than your original package, you must pay the difference yourself if we or our suppliers are not liable to cover the cost. If you choose to rebook your package at a lower value than your original package, we or our suppliers will refund you the difference.

Once you have received the notification advice from DFDS Seaways, you must urgently inform us about your final choice. If you have not informed us of your final choice within 21 days of notification your package booking will be terminated and full refund issued to you, excluding amendment fees/insurance premiums

If you experience a damage or a loss because of our or our suppliers' inability to meet the agreed terms, or because of a cancellation of a

package, you are entitled to receive reasonable compensation from us. We shall be entitled to limit such compensation in accordance with the relevant applicable international conventions, EU Regulations and the laws of England and Wales in force.

We will not be liable for any loss in situations where the cancellation or failure to fulfil the agreed terms is because of:

- the required minimum attendance is not reached for a package, and you have received written notice of the cancellation,
- your own circumstances,
- a third party, where the situation could not have been foreseen, avoided or rectified by us or our partners, or
- weather conditions or force majeure events, which could not have been foreseen, avoided or rectified booking of the package.

b) After commencement of a package

If you submit a complaint during a package, we and/or the service provider will endeavour to find an appropriate solution.

If the package is not in conformity with the contract, you can request that we remedy the lack of conformity with the contract, unless this would cause us disproportionate expense or major inconvenience.

If it is not possible to remedy the lack of conformity or if we neglect to remedy the lack of conformity within a reasonable time, you are entitled to an appropriate reduction of the price of the package.

If we or our suppliers fail to meet a significant part of the agreed services in the package, or if there are shortcomings in the package, which means that the purpose of the package is not in accordance with the agreement, you can cancel the package.

If you choose to cancel the package, we or our suppliers are liable to refund the full price of the package.

If we or our suppliers offer to remedy the lack of conformity in the package within reasonable time and at no cost or significant inconvenience to you, then you can neither demand a reduction of the price nor cancel the package.

If you suffer damage or loss as a result of the lack of conformity with the contract, you are entitled to claim damages from us or our suppliers, unless the lack of conformity is due to:

- a third party unconnected with the package, where the situation could not have been foreseen, avoided or remedied by us or our partners, or
- weather conditions or force majeure events which could not have been foreseen, avoided or corrected at the time of booking the package.

We shall be entitled to limit such compensation in accordance with the relevant applicable international conventions, EU Regulations and the laws of England and Wales in force.

Lack of connecting passengers

Lack of connecting passengers is the situation where not enough passengers have booked a holiday to make the operation commercially viable. At the time of publication of these Conditions the only holidays that are subject to a requirement of a minimum number of bookings are all group departures (including those by coach) and our Christmas and New Year holidays. We will not cancel this type of holiday with less than 4 weeks' notice before departure.

14. Disabled persons and persons with reduced mobility

If you or someone you are making a booking for is disabled or a person with reduced mobility or with other physical challenges, which makes travel more difficult than it is for others, we welcome you as our customer and will offer whatever assistance we can.

It is very important that you follow the rules as laid down below so that we may provide as much assistance as possible:

a) Information at the time of booking

We need to know about any requirements for disabled persons or person with reduced mobility requirements in respect of any special needs or assistance before or at the time of booking or advance purchase of the ticket.

This includes all specific needs with regard to accommodation, seating or services required or their need to bring medical equipment, provided the need is known at the time of such booking or ticket purchase.

For the avoidance of doubt, a notification made in accordance with this section may be submitted to the travel agent or the tour operator from which the ticket was purchased. Where the ticket permits multiple journeys, one notification shall be sufficient provided that adequate information on the timing of subsequent journeys is provided. You shall receive a confirmation stating that the assistance needs have been notified to us. If such confirmation is not received it is your responsibility to contact us, otherwise we cannot guarantee the availability of the equipment/services.

b) Assistance in ports and on board ships

Subject to section 14 d below, we and the terminal operators shall, within our respective areas of competence, provide assistance free of charge to disabled persons and persons with reduced mobility, as specified in Annexes II and III of EU Regulation 1177/2010, in ports, including embarkation and disembarkation, and on board ships. The assistance shall, if possible, be adapted to the individual needs of the disabled person or person with reduced mobility.

c) Conditions under which assistance is provided

Assistance to disabled persons and persons with reduced mobility as set out above shall be provided subject to the following:

- we or the terminal operator is notified, by any means available, of the person's need for such assistance at the latest 48 hours before the assistance is needed;
- the disabled person or person with reduced mobility presents himself at the port or at the point designated by us or terminal operator:
 1. at a time stipulated in writing by us which shall not be more than 60 minutes before the published embarkation time; or
 2. if no embarkation time is stipulated, no later than 60 minutes before the published departure time.
- a notification made in accordance with section 14 c may always be submitted to the travel agent or the tour operator from which the ticket was purchased. Where the ticket permits multiple journeys, one notification shall be sufficient provided that adequate information on the timing of subsequent journeys is provided. You shall receive a confirmation stating that the assistance needs have been notified as required.

where no notification is made in accordance with the above described provisions, we and terminal operators may nonetheless make all reasonable efforts to ensure that the assistance is provided in such a way that the disabled person or person with reduced mobility is able to embark, disembark and travel on the ship.

where a disabled person or person with reduced mobility is accompanied by a recognised assistance dog; that dog may be accommodated together with that person, provided that we, travel agent or tour operator is notified in accordance with applicable national rules on the carriage of recognised assistance dogs on board passenger ships, where such rules exist.

d) Exceptions and special conditions

Unfortunately, in certain instances we, travel agents and tour operators may refuse to accept a reservation, to issue or otherwise provide a ticket to or to embark a disabled person or person with reduced mobility in the following circumstances:

- in order to meet applicable national or international safety requirements;
- where the design of the passenger ship or port infrastructure and/or equipment (including port terminals) makes it impossible to carry

out the embarkation, disembarkation or carriage of the said person in a safe or operationally feasible manner.

Nevertheless, in the event of a refusal to accept a reservation or to issue or otherwise provide a ticket pursuant to this section 14 we, travel agents and tour operators shall make all reasonable efforts to propose to the person concerned an acceptable alternative transport on a passenger service operated by us.

Where a disabled person or a person with reduced mobility, who holds a reservation or has a ticket and has complied with the requirements referred to in 14 a, is nonetheless denied embarkation on the basis of the aforementioned EU Regulation, that person, and any accompanying person referred to below, shall be offered the choice between the right to reimbursement and re-routing. The right to the option of a return journey or re-routing shall be conditional upon all safety requirements being met.

e) Requirement to be accompanied

Where strictly necessary, we, travel agents and tour operators may require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing the assistance required by the relevant person. As regards passenger services, such as an accompanying person shall be carried free of charge. When carriers, travel agents and tour operators requires an accompanying person, the disabled person or person with reduced mobility shall immediately be informed of the specific reasons for the requirement.

15. Your behaviour

- a) It is important for the safety and comfort of all on board the ship that you behave properly at all times. Furthermore, that you exercise control over any other person for whom you are responsible. Your mental or physical state or attitude, or behaviour should not present a hazard or risk to yourself, to other passengers, the crew, or to property.
- b) We, the Master and other officers on board may make and enforce such reasonable regulations as they see fit in order to preserve the safety, security, comfort and enjoyment of the passengers and crew. Such regulations may vary from time to time and may be applied differently in different parts of the ship (or to different passengers or groups of passengers in different ways). For example, there are restrictions on the consumption of food and drink onboard which you have carried with you and the playing of loud music.
- c) Due to the 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.
- d) Smoking, which includes e-cigarettes, is not permitted in any cabins on any DFDS Seaways ferry. Smoking onboard the ship is permitted in designated areas only, which are appropriately marked including the relevant signs. An additional €200 minimum surcharge shall be applied for smoking in other than designated areas (which corresponds to the value of the cleaning services to be ordered by us).
- e) Consumption of your own alcohol onboard the ship is not permitted. This includes purchases from our SeaShop on board. Only alcohol purchased from on board bars and restaurants, provided this can be proven by a receipt, may be consumed. Failure to obey this requirement shall result in an additional surcharge applied by us and correspond to the amount payable to the onboard bars and restaurants should such alcohol be purchased there. Furthermore, an additional surcharge (which corresponds to the value of the cleaning services to be ordered by us) shall be charged for consumption of alcohol in the cabins or accommodation areas of the ship other than bars and restaurants.
- f) Excessive intake of alcohol, where it is clear that the passenger may be a danger to themselves or others - and consumption of illegal drugs - are not allowed on board the DFDS Seaways' ships.
- g) All our employees, crew members and suppliers are under instructions to report any infringement of any regulation by any person. You are also advised that we will not tolerate abusive behaviour, in any form, towards the persons stated above or the rest of the passengers onboard the ship.
- h) In any of the circumstances described above, we reserve our rights to decline your booking, refuse you boarding and/or (where necessary) restrain you or remove you from the ship. We will owe you no liability

in such circumstances as described above and you will be solely responsible for any of your own or our incurred costs.

- i) You are also advised that additional requirements with regard to your behaviour and responsibility, supplementing those stated above, may vary from route to route. You are therefore kindly requested to familiarise yourselves with these additional requirements and observe them at all times.
- j) If you have not cancelled the journey and not presented yourself at the designated place and time of entry and return, you have no claim for refund of the amount paid for the trip. This also applies if you do not begin and complete the trip due to lack of travel documents such as passport, photo ID, visa (if required) vaccination certificates or similar. The same rules apply if you are being expelled because of breach of the rules of conduct laid down by us, carriers, hotels, resorts and the like.

16. Our liability to you for injury, damage to luggage etc.

We shall always try to perform and serve you as best as we can so that your journey and any other services related to your booking and/or ordered by you are smooth and pleasant.

You are advised that the provisions of the Athens Convention as in force under English Law may be applicable. In most cases, this limits our liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables.

We shall not be liable for any loss or damage you suffer, including personal injury or death, unless the applicable law provides otherwise, or if the loss or damage is caused by our own negligence or breach of statutory duty. This also includes breach of contract, or negligence of our employees or suppliers acting within the scope of their authority. In these cases, we are liable to pay the limited amount of compensation that you are entitled to in accordance with the Athens Convention.

According to the Athens Convention (protocol 2002) our liability is limited to (i) SDR 400,000 for death or injury of passengers, (ii) SDR 2,250 for loss of or damage to cabin luggage, (iii) SDR 12,700 for loss of or damage to vehicles including luggage carried in or on the vehicle, or (iv) SDR 3,375 for loss of or damage to luggage other than that mentioned in paragraphs (ii) and (iii) above.

We would like to draw your attention to the fact that, generally, we shall be under no liability to you at all if you fail to keep your contractual obligations due to:

- 1) your own faults/defaults or the faults/defaults of anybody else included in your booking;
- 2) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable;
- 3) any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if due care had been exercised; or
- 4) weather conditions or force majeure events, which we or any supplier of services, even with all due care, could not foresee or forestall.

Our liability for passengers and their luggage prior to embarkation and after disembarkation and for travels, accommodation and/or events ashore is limited to direct damages arising by our negligence, provided that the requirements of damages under applicable English law is present. It thus implies that we are not responsible for a financial loss as a result of indirect or consequential damage.

It is important for the payment of compensation for damages, that you notify us of any complaint or claim strictly in accordance with section 17 (Complaints) below.

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

a) Packages only

For compensation in case of change/cancellation of packages, we also refer to section 13 (Change or cancellation of packages).

You must assign any rights you may have against third party in connection with your claim with DFDS Seaways.

If you suffer illness, injury or death during a package arising out of an activity, which does not form part of your booking with us, we will offer general advice and assistance where appropriate.

b) Other travel arrangements

Additional liability other than mentioned above in this section (16) can only be undertaken by us in writing and then only where the special circumstances (e.g. arrival on time for a special event) have been fully explained to us in writing before you made the booking. This procedure allows us to consider, in advance, if we can undertake such a risk and if so on what terms.

c) Further regulations regarding our liability

Valuables and money

We shall not accept any liability for loss of or damage to money, securities and other valuables, such as gold, silver, watches, jewels, jewellery and objects of art nor for live animals.

Liability for vehicles

Driving vehicles on board and ashore is done at your own risk and without any liability to us. It is up to you to see to it that the parking brake of your vehicle is correctly applied once the vehicle is on board and throughout the carriage. We are entitled at our own option and without previous notice to you to transport vehicles on weather deck.

Any damage to vehicles onboard must be reported to a ship's officer before disembarkation, otherwise, you risk that you will be refused payment of compensation for such damages.

Deductible

We draw your attention to the fact that 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 is to be deducted from the loss or damage.

Loss of mobility equipment

In case of loss suffered as a result of the loss or damage to mobility equipment or other specific equipment, used by a disabled person or person with reduced mobility and provided the incident which caused the loss was due to our fault or neglect, we shall pay a compensation, which shall correspond to the replacement value of the equipment concerned or, where applicable, to the costs relating to the repairs. Unless you have received a prior written consent from us, which will not be unreasonably withheld, you may not be entitled to be compensated of the loss or damage to such equipment which value exceeds EUR 3,500. Failure on your part to comply with this requirement may result into refusal by us to pay compensation to you due to the loss or damage to mobility equipment in excess of the aforementioned amount.

17. Complaints

If there is a problem during your holiday, whilst travelling on one of our ships or other services related thereto which you have purchased via DFDS Seaways, you must report it to us or to our supplier immediately.

We or our supplier will immediately make an effort to solve the problem.

If your luggage or vehicle has been damaged you need to make us aware in the case of:

- visible damages before or during the time of disembarkation, and
- loss or damages, which are not visible, within 15 days from the time of disembarkation.

a) Contact the Guest Service Centre on board

On the ship, we ask that you contact the Guest Service Centre. Our staff here will do whatever they can to find solutions to problems on board and compensate for experiences that have not lived up to your expectations. In this way we are able to take care of the problem right away and, as far as it is possible, find a solution for you.

b) Contact the hotel/resort

If you have questions regarding your accommodation and the like on the destination itself, you must contact the hotel/resort reception or the DFDS Seaways office that you booked through. Complaints may be rejected if you have failed to make contact during the stay as stated above and thereby denied DFDS Seaways the opportunity to correct any deficiencies.

c) Contact customer service upon returning home

In the unlikely event that a problem cannot be resolved on board or at the destination itself, and you feel that you have complaint against us, you are most welcome to contact our customer service by phone or in writing. We ask you to contact us within a reasonable time after you discovered the lack of conformity (or was advised by us of the change/cancellation) and no later than 2 months from the date on which the journey took place or where a service should have been performed, except those cases listed in the Athens Convention where the written notice must be given within the shorter period specified therein. Otherwise you will lose the right to claim.

You can send your complaint to our customer service in writing or via email: uk.customercare@dfds.com. When submitting your complaint you must write your booking confirmation number in the subject line of the email and advise us of your day and evening telephone numbers. In this way we are able to investigate the matter fully and give you a proper reply as soon as possible.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we may recommend that it is referred to ABTOT's arbitration service.

18. Data protection

We will register any information, including personal data; you give us in connection with your booking in accordance with the Data Protection Act 1998. If you would like a copy of the personal information we hold about you, please write to us - we reserve the right to make a charge (currently £10) for supplying such information.

If, as a result of breaching these Conditions or otherwise, 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. Your information will not be held for longer than necessary.

19. Financial security

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for DFDS Seaways Newcastle Ltd., and in the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK; and
3. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with DFDS Seaways Newcastle Ltd.20.

20. Suppliers' conditions

As between you and any other supplier of transport or other services, the suppliers' conditions of carriage and their standard terms will apply. These may contain certain exclusions and limitations of liability under international conventions/EU Regulations/mandatory laws. Copies of the suppliers' conditions of carriage, standard terms and relevant international conventions are available on written request. Please allow for up 28 days between us receiving the request and you

being sent the material.

21. Carriage of goods with DFDS Seaways' ships

Carriage of goods and other commercial business-to-business relationships concerning the carriage of goods and commercial vehicles are subject to DFDS Seaways' general sea freight conditions of carriage (North Sea Freight Conditions of Carriage), see: <http://freight.dfdsseaways.com/>. These conditions will govern your and our relationship in respect of the carriage of the goods mentioned at this section.

Freight tariffs will be applicable for commercial goods, including among other things samples, tools, household removals, collections which are being transported in vehicles, cargo trailers, etc.

22. Law and jurisdiction

All disputes and matters howsoever arising between the passenger and DFDS Seaways (including but not limited to disputes in connection with the booking and carriage and these Conditions) shall be subject to the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. No proceedings may be brought before any other court unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

Addresses:

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