

GROUP TRAVEL

CONDITIONS OF CONTRACT RATES

By making a booking, you are deemed to accept these terms and conditions. As an overriding condition the parties acknowledge that no booking made by the Operator shall give rise to any liability on the Company's part until the Company has advertised generally its schedules covering the period during which the Operator wishes such booking to be discharged. All such bookings shall be conditional upon formal written acceptance by the Company after publication of the said schedules.

The special group rates (the "Contract Rates") are made available by the Company subject to the following conditions. Contract Rates are available on the basis that the Operator agrees to be bound by the Company's Terms of Business which are available on request and Conditions of Group Travel, which are detailed below. Contract Rates are strictly confidential and may not be disclosed or made known to any other person or organisation. Tickets issued at Contract Rates may not be resold by the Operator. Contract Rates are only available for sale to customers resident in the country in which they are issued. The Contract may not be assigned by the Operator. The Company may withdraw Contract Rates on giving 28 days notice or immediately if the Operator fails to comply with or violates any conditions.

CONDITIONS OF GROUP TRAVEL

1. Definitions and Application

1.01 These terms and conditions apply to all group bookings accepted by or on behalf of the Company.

1.02 In these conditions:

'**Group Booking**' means a booking for a contract for the carriage on the same crossing by ferry of a group of 10 or more passengers (or such other minimum number as the Company shall from time to time advertise as qualifying for discounted group fares);

'**Company**' in relation to a Group Booking means either (a) P&O Short Sea Ferries, if you are sailing on a Short Sea route; (b) P&O European Ferries (Irish Sea) Limited, if you are travelling on an Irish Sea route; or (c) P&O North Sea Ferries, if you are sailing on a North Sea route;

'**Irish Sea routes**' means sailings between Larne and Cairnryan/Troon and/or any other routes that may be operated by us across or around the Irish Sea.

'**North Sea routes**' means sailings between Hull and Rotterdam/Zeebrugge or any other routes that may be operated by us across or around the North Sea;

'**Short Sea routes**' means sailings between Dover and Calais or any other routes operated by us across or around the English Channel;

'**Operator**' in relation to a Group Booking means the Coach/Tour Operator or an individual making a group booking for and on behalf of any passenger and who

discharges the obligations to any passenger included or intended to be included in such Group Booking;

'**Vehicle**' means the vehicle (if any) to be carried by the Company pursuant to a Group Booking;

'**Group Passenger(s)**' means a person included or intended to be included in a Group Booking, including any employees or agents of the Operator;

'**The Company's Terms of Business**' (copy available on request and at www.poferries.com) means the Company's terms and conditions for the carriage of passengers and any accompanying vehicles and property as current from time to time and any additional terms and conditions contained in any printed material published by the Company from time to time.

1.03 These conditions shall continue to apply to a Group Booking notwithstanding any reduction in the number of passengers actually carried from the number originally included in the Group Booking, subject to a minimum requirement of 10 passengers.

2. Nature of Contracts

2.01 The Operator acts as agent for each Group passenger and as principal in all other respects and confirms that it is duly authorised to enter into the Group Booking with the Company.

2.02 The Operator undertakes to be responsible for the payment of all monies due from time to time to the Company by Group Passengers. The Operator has no authority to bind the Company without express written permission in any separate agreement between the Operator and the Company whereby the Operator is specifically authorised to act on behalf of the Company including issuing tickets.

3. Booking Arrangements

3.01 When a reservation is accepted by the Company it shall be regarded as a booking option (unless advised exceptionally). The Operator shall keep the Company fully and promptly informed of any possible reductions or increases in Group Passengers. The Operator may without cost reduce the number of Group Passengers in a Group Booking to the minimum referred to in the definition in Condition 1.02 at any time prior to the cancellation period detailed in Condition 4.

3.02 Final passenger numbers must be confirmed by the Operator either by email or telephone no later than 28 days prior to travel on all P&O Ferries routes.

For North Sea routes a provisional cabin list must be sent by the Operator via e mail no later than 28 days prior to departure, unless otherwise agreed.

Failure to comply with these requirements may result in the booking being partly or entirely cancelled without notice. The Company reserves the right to redeem any unsold cabins 28 days prior to the departure date.

3.03 Subject to the provisions of paragraph 3.08, fares are only guaranteed once your booking has been confirmed to you by way of a booking reference.

3.04 You are not entitled to any refund as a result of currency fluctuations between the date our fares were published and the date of your departure.

3.05 In the event of an increase in general operating costs, we reserve the right to make a surcharge at the time of booking. In addition, a surcharge may be made as a result of any increase in costs between the date of booking and the date of travel. This may be applied to all passenger and/or vehicle bookings and will be collected prior to your outward journey. A reduction or a removal of a surcharge will affect only new bookings made from the date of change.

3.06 Bookings may be based on provisional schedules and vessel disposition, which could subsequently change. In the event of such a change you will be advised of the alternative options available. If an alternative option is not suitable, you have the right to amend or cancel your booking without charge.

3.07 It is the responsibility of the Operator to quote the correct account number or promotional code at the time of booking. No refunds will be given where a booking is overpriced as a result of an incorrect account number being quoted by the operator.

3.08 Any bookings made on a route for which Contract Rates have not been agreed will be made at published group rates.

3.09 Operators with a credit account will be invoiced on the day of travel. The Company will send to the Operator a statement showing all balances outstanding in respect of bookings made. For monthly accounts this will be sent at the end of each month. Payment terms require payment of the total balance shown to be outstanding on each monthly statement to be received by the Company by the 15th day of the month following that to which the statement relates. For weekly accounts, statements will be sent at the end of each week. Payment terms require payment of the total balance shown to be outstanding on each weekly statement to be received by the Company by the last day of the week following that to which the statement relates. For Operators with a cash account, payment is due 28 days prior to travel.

3.10 Private groups travelling on the North Sea routes will be required to pay a deposit £10 (€15) per person. This deposit is only refundable up to 90 days before travel. Any other requirements for deposits will be notified at the time of booking. Private groups travelling on Irish Sea routes will be required to pay a deposit of £5 per person at time of booking to confirm the reservation. This deposit will be non-refundable and non-transferable. Where the required deposit is in excess of the full value of the booking, the level of deposit will be reduced to the value of the booking.

3.11 Promotional and published fares of fixed duration (other than Period Returns) only apply if the number of passengers travelling is the same on both journeys. Where passenger numbers differ the Period Return fare

will apply at all times. Cross route, cross season and cross year bookings will be charged at half the sum of the two appropriate return fares, save that the tariff type applicable to the outward journey on Short Sea routes only will determine the total fare. Contract Rates are only available when any additional conditions, including but not limited to, times of travel, vehicle types, duration of stay are strictly adhered to. Failure to observe these conditions will result in a supplement being required prior to travel.

3.12 The maximum length for group vehicle types and the number of passengers contained therein may vary and will be published in the relevant publication. Free places for foot passenger groups based on the number of passengers travelling will be advised at the time of booking.

3.13 The Operator is responsible for ensuring that the coach driver or party leader issues any documentation required by the Company to all passengers. For the purposes of Passenger Registration the Operator is responsible for providing, prior to travel, the names, gender, age category and any special care/needs (in the event of an emergency) for all drivers and passengers included in the booking. Passenger registration documents are available on our web site www.poferries.com. In addition the coach driver / courier is responsible for ensuring that all passengers are accounted for **and identified** prior to and post embarkation. Failure to undertake checks may result in costs being applied to the Operator should the Emergency services be required to undertake searches.

The Operator shall draw the attention of all passengers and drivers to the Company's privacy policy, a copy of which is available on the Company's website poferries.co.uk, explaining that any passenger and driver personal data that is processed by the Company will be handled in accordance with this policy. The Operator shall also obtain the consent of any passenger or driver providing any special care/needs data that this information can be used by the Company for the purposes of providing them with any assistance that they may require.

3.14 All contracts between the Company and the Operator and between the Company and a Group Passenger are on the terms of the Company's Terms of Business, the Agency Trading Terms and Conditions, (both available at www.poferries.com) and your Group Travel Conditions of Contract Rate, which are deemed to be included herein and receipt of a copy of which is acknowledged by the Operator.

3.15 Both outward and return legs of a booking will be automatically cancelled if the outward leg is not used within 48 hours of the original travel date.

4. Cancellations

4.01 If the Operator shall cancel a group booking, it shall pay cancellation charges to the Company as follows: Short Sea routes: **50%** for bookings cancelled

28 days or less before intended travel and 100% for cancellations not notified, unless a Premium Rate Date where 50% for bookings cancelled 60 days or less before intended travel and 100% for cancellations not notified. North Sea route: 50% for bookings cancelled 15-28 days before intended travel. 100% for bookings cancelled 14 days or less before intended travel. Irish Sea routes: forfeiture of deposit up to 42 days before departure, 50% for bookings cancelled 8-41 days before intended travel and 100% for bookings cancelled 7 days or less before intended travel. Details of Peak Date and Premium Rate travel can be found on your Group Travel Conditions of Contract Rates or at www.poferries.com.

4.02 Full payment is required for prebooked meals cancelled less than 48 hours before the scheduled sailing time. Unused meal vouchers are non-refundable.

4.03 Bookings may be amended outside of 28 / 60 (Premium Rate Dates) days prior to travel with no amendment or cancellation charge. Amendments to travel dates within 28 / 60 (Premium Rate Dates) days will be deemed as a cancellation and charges will be applied as detailed in section 4.01. Amendments to sailing times within 28/60 (Peak Rate Dates) days will be accepted and charges will only apply if sailing time changes rate from off peak to peak.

4.04 Bookings will only be cancelled in full when request is received in writing from the Operator. Amendments to passenger numbers, cabins and meals may be made via the telephone or in writing.

5. Supporter Groups (Short Sea and Irish Sea) and Single Sex Groups

5.01 Supporter groups can only be carried on our Short Sea and Irish Sea routes.

5.02 Single sex groups can be accommodated on all routes. However, the Company reserves the right, at its sole discretion, to refuse any bookings requested on behalf of such groups. Supporter and single sex groups are subject to the following special conditions:

- a) A complete list of names, addresses and passport numbers (with the exception of Larne, Cairnryan and Troon departures, where passports are not required) of all passengers in the group must be supplied at least one week in advance of travel. (Single sex groups ONLY).
- b) No supporter scarves, banners, flags or other emblems that may cause offence to other passengers are to be visible in the port, on the coach or on board ship. No singing or chanting that may cause offence to other passengers is permitted in the port or on board the ship.
- c) No alcohol is permitted on coaches. Anyone appearing to be suffering from the effects of excess alcohol will be refused shipment.

- d) Each coach must have two nominated Stewards. Names to be submitted when booking.
- e) The carriage of supporter groups will be charged at full brochure-prices on all occasions. All reservations MUST be confirmed in writing.

6. Youth Groups

Youth and Child party organisers are required to appoint Group Leaders to be responsible for the supervision of their party at all times, who would also be instructed to report to the information desk on board immediately on embarkation. We will not allow anyone under the age of 18 years to purchase tobacco, cigarettes, wines or spirits from any of our on board shops, bars or food outlets. Natural exuberance from children is to be expected but the dangers of unruly and foolish behaviour whilst on board should be explained to your party prior to boarding. We also request that the comfort of, and courtesy to, other passengers is respected at all times. The Company reserves the right, at its sole discretion, to refuse any bookings requested on behalf of such groups. A Youth or Child party is defined where 50% of the total passengers are 0 -15 years of age.

Conditions of Group Rates and Group Travel should be read in conjunction with P&O Ferries full Terms of Business. Please visit www.POferry.com and click on Terms and Conditions, paying particular attention to clauses 4, 6, 9, 10 & 12.

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