

# 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 **P&O Ferries Holdings Ltd.** 1.02 In these conditions: (a) '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); (b) 'Company' in relation to a Group Booking means P&O Ferries; (c) '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; (d) 'Vehicle' means the vehicle (if any) to be carried by the Company pursuant to a Group Booking; (e) 'Group Passenger(s)' means a person included or intended to be included in a Group Booking, including any employees or agents of the Operator; (f) 'The Company's Terms of Business' (copy available on request) 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 and to assist the Company to plan the passenger complement on sailings, to maximise income and to comply with all legal requirements. The operator may without cost reduce the number of Group Passengers in a Group Booking to the minimum referred to in Condition 1.02(a) at any time prior to the cancellation period detailed in Condition 4.3.01/2 Final confirmation of a booking shall be made by the operator either in writing or by telephone no later than 14 days prior to departure on our Dover to Calais services and 28 days prior to departure on our Hull and Portsmouth services. Failure to reconfirm

a booking will render the booking as 'expired' with no guarantee that it can be reinstated. 3.01/3 – Subject to the provisions of paragraph 3.04, fares are only guaranteed once your booking has been confirmed to you by way of a booking reference. 3.01/4 – 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. 3.01/5 – 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. 3.02 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.** 3.03 It is the responsibility of the operator to quote the correct account number/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. 3.04 Any bookings made on a route for which contract rates have not been agreed will be made at published **group** rates. 3.05. **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. 3.06 Private groups travelling on the North Sea and **Western Channel** 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. (Not applicable to contract holders). 3.07 Promotional and published fares of fixed duration (other than Period returns) only apply if the number of passengers travelling are the same on both journeys. Where passenger numbers differ the PeriodReturn 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** fares 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. 3.08 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. 3.09 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. 3.10 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 and any other conditions which may from time to time be published by the Company, which are deemed to be included herein and receipt of a copy of which is acknowledged by the Operator.

#### **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 14 days or less before intended travel and 75% for cancellations not notified. Long sea routes 50% for bookings cancelled 8-28 days before intended travel. 100% for bookings cancelled 7 days or less before intended travel.** 4.02 Any reduction in numbers (subject to the minimum requirement of 10 passengers) within the timescales above, will result in cancellation charges on the same scale. Full payment is required for prebooked meals cancelled less than 48 hours before the scheduled sailing time. Unused meal vouchers are non-refundable.

#### **5. Supporter Groups (short sea) and Single Sex Groups (long sea routes)**

Supporter Groups can only be carried on our Dover to Calais services. Single Sex Groups can be accommodated on services from Hull and Portsmouth. 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: 5.01 A complete list of names, addresses and passport numbers of all passengers in the group must be supplied at least one week in advance of travel. **(Single sex groups ONLY)**. 5.02 No **supporter** scarves/banners or flags to be visible on the coach. 5.03 No alcohol on the coach, anyone appearing to be suffering from the effects of excess alcohol will be refused shipment. 5.04 Each coach must have **two** nominated Stewards. Names to be submitted when booking. 5.05 The carriage of supporter groups will be charged at full brochure-prices on all occasions. All reservations **MUST** be applied for 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. Group Leaders are requested to note that children under **16** years are not allowed to purchase cigarettes, tobacco, wines or spirits, even as gifts, and persons under 18 years are not allowed alcoholic drinks from the bar. 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.

## **7. Smoking Policy**

**Short Sea Route:** smoking is not permitted within any passenger area within our ships. Outside designated smoking areas are provided. **Long Sea Routes:** smoking is only permitted in designated areas. No smoking is allowed in cabins.

## **8. Your Responsibilities**

**A passport for all passengers (including children and infants), valid beyond the date of return, is required for all trips. It is your responsibility to ensure that you have all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations.** We reserve the right to check and record details of such documentation and to refuse you permission to board if such documentation is not produced to our satisfaction. 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 bear or incur by reason of your failure to produce such documentation to the relevant authorities.

Children under 16 must be accompanied by a responsible adult, whilst children of **16 and 17** may travel unaccompanied only with written authority from a parent or guardian to do so. The absence of such authority will lead to the refusal of embarkation. Children travelling abroad without their Parent or Legal Guardian but with another adult must have a letter of consent, otherwise permission to travel may be refused. The child must have a passport in their own name, travel will not be permitted where the child is included on a Parent or Guardian passport and the Parent /Guardian is not present.

**Conditions of Group Rates and Group Travel should be read in conjunction with P&O Ferries full Terms of Business. Please visit [www.POferries.com](http://www.POferries.com) and click on Terms and Conditions, paying particular attentions to clauses 6, 10 & 11.**

**AMENDED AUGUST 2007**