

A photograph of a young man and woman smiling on a ship's deck. The woman is in the foreground, wearing a dark quilted jacket and a black knit beanie with a pom-pom. The man is slightly behind her, also smiling, wearing a dark quilted jacket. They are standing near a white railing. The background is a bright, slightly blurred view of the sea and sky. A large dark blue diagonal graphic element covers the right side of the image.

# **PASSENGER BOOKING TERMS AND CONDITIONS AND CONDITIONS OF CARRIAGE**



INTERNATIONAL



## TOC

1. Introduction .....	2
2. Prices .....	2
3. Booking .....	3
4. Accommodation .....	3
5. Disabled persons and persons with reduced mobility .....	3
6. Pregnancy.....	4
7. Children and young people up to the age of 20 years.....	4
8. Passports, visas and health .....	4
9. Pets.....	4
10. Insurance .....	4
11. Vehicles .....	5
12. Dangerous goods and Firearms .....	5
13. Your behaviour .....	5
14. Change or cancellation by you .....	6
15. Changes, cancellations or delays by us.....	7
16. Our liability to you for injury, damage to luggage etc. ....	8
17. Claims and complaints.....	8
18. Data protection.....	9
19. Financial security .....	9
20. Carriage of goods with DFDS' ships.....	9
21. Law and jurisdiction .....	9

## 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').

These Conditions apply to all bookings made by a passenger ('you') through DFDS ('us') or our travel agents or tickets vendors and all carriage of passengers performed by us or our suppliers on the basis of a contract for the carriage of passengers, performed by us or our suppliers. This includes a driver who is accompanying a commercial vehicle, which are covered by a contract for the carriage of goods.

Please be aware that special conditions apply when booking through one of the following countries: United Kingdom, Denmark, The Baltic States, The Netherlands, France, Sweden, Germany and Norway. The applicable conditions for the mentioned countries are available at [www.dfdsseaways.com](http://www.dfdsseaways.com).

Where your booking with us includes arrangements provided by third party suppliers, then that part of your journey will be subject to any relevant terms and conditions of the particular supplier and to applicable international conventions. Further details can be obtained on request from the relevant railway or coach undertaking.

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

### Routes

"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, and any other routes operated by us across or around the Western Channel.

"Long Sea routes" means sailings between Newcastle and Amsterdam; Copenhagen and Oslo; Karlshamn and Klaipeda; Kiel and Klaipeda; Kapellskär and Paldiski and other routes operated by DFDS, which are not Eastern and Western Channel routes.

### Limitations and liability in these Conditions

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"), Regulation (EC) No 1177/2010 on the rights of passengers when travelling by sea and inland waterway ("Passenger Rights Regulation") and other mandatory laws apply.

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). 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 15 (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](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](http://www.imf.org) and [www.imf.org/external/np/exr/facts/sdr.htm](http://www.imf.org/external/np/exr/facts/sdr.htm)

All limitations, exceptions and conditions herein contained as to the liability of DFDS shall apply also to the liability, if any, of its agents, vessels, employees and other representatives and to the liability, if any, of the owners, vessels, agents,

employees and other representatives of any substituted vessel.

### 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 8 passengers or more. For such bookings, there may be additional terms and conditions that serve as a supplement to these Conditions, that apply to 'group bookings'.

#### Package

By 'package' we mean arrangements which fall within the applicable Package Travel legislation. These are bookings that consist of a pre-arranged combination of at least two components (transport, accommodation and other tourist services accounting for a significant proportion of the package) 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 on board the ship does not constitute 'accommodation'.

#### Other travel arrangements

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

### Safety and weather conditions

When travelling with DFDS the health and safety of the ship and all those on board is of paramount consideration. We are entitled to, for safety and security reasons, request a search of passengers and inspect your luggage both at the terminal before boarding and on board the ship.

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 <https://www.dfdsseaways.com/> 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. PRICES

### Pricing structure and price changes

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 on board accommodation chosen. We reserve the right to change any fare or price before you make a booking with DFDS.

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).

You should choose the fare which best suits your needs and consider taking out insurance to cover instances where you might have to cancel your ticket.

Every effort is made to ensure the accuracy of all information and prices but, regrettably, errors do occasionally occur. Where a price is obviously incorrect due to an administration or system error, we shall not be bound by such price.

### Vehicle ticket prices

The accompanying vehicles and trailers prices are only valid for:

- Vehicles with a seating capacity of maximum 9 seats; 10-15 seats for a minibus on Eastern Channel routes;
- Vehicles and trailers only containing personal items that are normally required for holidays or personal visits;
- Vehicles with the permitted dimensions as set out in the current private vehicle tariff;
- Bookings on ordinary prices; and
- Vehicles of a type that is normally (in our opinion) used as a vehicle for private use.

The following (without limitations) are deemed by us not to be a vehicle for private use:

- 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, unless expressly agreed at the time of booking;
- all types of trucks with flatbeds and/or drop-sides and trailers of any size or weight; and
- any motor home used as part of or in association with a business on tour or in any fixed location.

Special freight tariffs will apply to vehicles or trailers containing items that are not normally required for holidays or personal visits ("commercial goods") such as samples, tools, household goods and furniture, collections, etc. or if the purpose of your trip is related to carriage of commercial goods.

Special tariffs and conditions will apply for vehicles not used for private use, as set out above.

If travelling on a bicycle, this must be booked in advance.

### 3. BOOKING

You can book direct with us at our website 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.

DFDS disclaims any responsibility regarding travels bought for resale, unless the travels are sold through one of our suppliers. However, others than DFDS or DFDS' suppliers who are reselling our tickets, will typically take place on the internet. If you have purchased a resold travel, it will be on your own account and risk.

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.

#### Information of the passengers

We need, amongst other, the full name and date of birth of all the passengers. 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 information.

All child ages apply at the time of travel.

We will also ask for your full name, postal address, email address and contact telephone numbers (mobile number is preferred).

#### Confirmation advice

The confirmation advice will be issued by email setting out the details of your booking. Should you require written confirmation of your booking in writing you must request it at the time of booking, a fee may be charged.

Please note, that it is your responsibility to check that all information on the confirmation advice is correct, otherwise, you are requested to revert to us immediately. Failure on your part to present the confirmation advice stating the correct information (including, but not limited to, your full name) before the boarding, may result into refusal to travel with us.

DFDS 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 to issue a new confirmation advice before attendance at the departure date.

The confirmation advice is your travel document, which you shall take with you to the departure terminal at the port. Information regarding check-in will appear on the confirmation advice. The confirmation advice gives you entitlement to transport with DFDS and other services ordered.

It is your responsibility to be at the designated place for check-in as stipulated, in due time. If you have not cancelled the journey and not presented yourself at the designated place at time of entry and return, you have no claim for refund of the amount paid for the journey and pre-paid meals.

#### Payment

Payment of your booking must be made at the time you book unless your booking is stated at the time of booking to be eligible for part payment, with the balance being payable prior to travel. Separate payment terms may apply if you have booked via a travel agent or ticket vendor.

Payment may be made by via a number of payment options, which will vary depending on the booking channel chosen, and the country's relevant banking arrangements. Credit cards payments incur a surcharge, not applicable to debit cards.

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.

The confirmation advice is only valid for travel 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 authorised and we may require a cash payment at check-in. Failure to do so could result in travel being refused.

Failure to comply with the terms of payment will result in the booking automatically being cancelled. On an automatic cancellation, you must pay the cancellation fee in accordance with the conditions of cancellation mentioned in section 14 (Change or cancellation by you). Fully or partially unused parts of the journey will not be refunded.

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

When booking, you must pay a service fee. No service fee will be charged when booking Western Channel Routes.

#### Specifically for group bookings

For group bookings when booking our Western Channel and Long Sea Routes, you must pay a 25% deposit with full payment at least 56 days before departure, unless otherwise agreed in writing.

#### 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 as the group organiser, 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, including any authority from parents, section 7 (Children and young people under the age of 20 years), and
  - where relevant, noted and complied with the requirements laid down in section 5 (Disabled persons and persons with reduced mobility).
3. You accept the duty to ensure that you can identify, at the time of booking, the group leader who will be responsible to us and to the captain for the marshalling and conduct of the individuals.
4. You promise to ensure that all individuals are fully aware of these Conditions and our Privacy Policy and to bring them to the attention of each individual, and that all individuals accept these Conditions and our Privacy Policy.
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 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 a 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 when specified on the confirmation advice.

### 4. ACCOMMODATION

Accommodation, including cabins, seats and berths can only be guaranteed when travelling on a pre-booked sailing.

Where cabins are booked on overnight crossings, all passengers will require a berth (excluding maximum one child under 4 years of age per cabin).

It is an overriding 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 may not exceed the number of cabin berths plus 1 child under 4 years of age.

Some cabins feature bunks with upper and lower berths and may be unsuitable for passengers with limited mobility. Please state your needs clearly at the time of booking.

For passengers travelling on a MiniCruise we cannot guarantee the same cabin for both legs of the journey.

If a cabin is booked where the number of occupants is less than it is designed for, the full price will be charged. In special circumstances, we reserve the right to re-allocate under-occupied cabins.

When booking a berth within shared cabins; shared cabins will be clearly indicated in the accommodation type and may result in you sharing a cabin with someone of the same gender.

### 5. 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 the conditions set out below, we and the terminal operators shall, within our respective areas of competence, provide assistance free of charge, as specified in Annexes II and III of the Passenger Rights Regulation, 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 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
  - (i) at a time stipulated in writing by us which shall not be more than 60 minutes before the published embarkation time; or
  - (ii) if no embarkation time is stipulated, no later than 60 minutes before the published departure time;

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 will 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**

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 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 5 (Disabled persons and persons with reduced mobility) 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.

#### **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.

## **6. PREGNANCY**

DFDS do not recommend that pregnant women who are in week 34 or more travel with us. After that date, DFDS 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 do not assume responsibility for this.

## **7. CHILDREN AND YOUNG PEOPLE UP TO THE AGE OF 20 YEARS**

#### **Ferry crossings**

For a ferry crossing, a parent or guardian must accompany people under the age of 18 years.

Young people between the ages of 16 years and 17 years can travel alone on a ferry crossing if the parent or custodial parent has given written permission for it. Failure to produce this letter at check-in may result in refusal of travel.

Children and young people under the age of 18 can travel by ship on a ferry crossing without a parent if they are part of a group with a group leader. There must be at least one group leader for every 10 people under the age of 18. The group leader shall make sure to comply with any local requirements regarding parental authority before travelling.

#### **MiniCruises**

For MiniCruises the age limit is 20 years old. A parent must accompany people under the age of 20 on a MiniCruise.

People ages 18 and 19 may travel without an accompanying parent on a MiniCruise if they travel with a group leader. There must be at least one accompanying group leader for every two persons under the age of 20.

Children and people under the age of 18 may travel without an accompanying parent on a MiniCruise if they travel with a group leader. There must be at least one group leader for every 10 people under the age of 18 years old.

#### **In general (for ferry crossings and MiniCruises)**

The term 'group leader' refers to a person age 20 or older who is responsible for people under the age limit.

The person in charge of the group must be registered on the same booking as the under-aged passengers and travel with the group.

We reserve the right to refer to DFDS' standard age limits (age 18 for ferry crossings and age 20 for MiniCruises).

## **8. PASSPORTS, VISAS AND HEALTH**

All passengers whether adult or minor must obtain and bring with you all necessary travel documents, including valid ID, passport, visas immigration and health formalities, to enable to enter the countries you intend to visit and for re-entry into the country of departure.

It is your responsibility to check and fully comply with all the necessary rules for entry to the different countries.

Failing to produce the necessary documentation will result in boarding being denied or if fines are applied by Statutory Authorities, we assume no responsibility for the consequences and we have the right to recover these from you, and you will not be eligible for a refund.

DFDS accepts no responsibility for passengers refused entry to any country by the relevant authority for whatever reason. 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

## **9. PETS**

Pets may be carried on certain routes with DFDS. If you are travelling with a pet this must be declared at the time of booking and in advance of travel. Arrangements for pets on board and check-in times vary by route and will be advised at the time of booking. Pets (excluding guide dogs) will not be allowed in the passenger areas of the ship.

It is important that you familiarise yourself with the conditions for pets on board before booking and departure. The conditions can be found on our website. Access to your pet during the crossing is at the discretion of the ships' officers.

Passengers travelling by coach or accompanying a commercial vehicle will not be permitted to travel with pets, unless accepted in writing by us. Unaccompanied pets will not be accepted on any of our services. In some cases, the carriage of animals will require the payment of freight tariffs.

It is your responsibility to comply with the rules applicable to the import of pets to the destination country and returning to the country of departure and to provide all necessary documents and make all arrangements, including where necessary quarantine, to satisfy all legal requirements. Failure to do so will prevent your pet from being permitted to travel. You are responsible for any fees or charges if you do not follow the applicable pet travel rules, DFDS cannot accept responsibility if the documentation is incorrect in any way.

## **10. INSURANCE**

Passengers are responsible for carrying and paying all costs and expenses incurred as a result of own injury, illness, hospitalisation, medical treatment, repatriation etc. during or in connection with your travels/ journey. Please note that there are no doctors on board the ships.

We recommend that you take out adequate travel and accident insurance and other relevant insurances covering your booking and travels/journey by an officially rated and reputable insurance company. It is your responsibility to ascertain that you are covered by relevant and necessary insurances. We recommend that your insurances at least cover costs and expenses in case of injury, illness, medical treatment, hospitalization and repatriation during stays abroad, together with cover for lost or damaged luggage (including your car), and any changes to or cancellation of your booking and travels/journey.



DFDS cannot be held responsible for any lack of insurances or inadequacy in coverage or any costs and expenses you may incur in connection with the aforesaid.

Please be aware that DFDS cannot offer or procure cancellation insurance in relation to all international bookings. Therefore, we recommend you to contact DFDS in order to receive further information about such insurances.

## 11. VEHICLES

### Vehicle formalities

It is your responsibility to check and ensure that you possess all the required vehicle documentation and that you comply with all overseas traffic rules, regulations and traffic acts, when you take your car abroad.

### 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 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 or you do not comply with the following requirements, you agree that we may apply sanctions.

#### b) Parking the car on the vehicle deck

- It is up to you to see to it that you lock your car and leave it in gear with the handbrake on once the vehicle is on board and throughout the carriage.
- All car alarms must be switched off and disabled when parked on the vehicle decks.
- Cars powered by LPG should have tanks switched off when on vehicle decks. You must switch off any coach heaters powered by diesel fuel or liquid petroleum gas when on vehicle decks.

#### c) Type of vehicle and its use

It is required that, without in anyway limiting DFDS discretion:

- the vehicle must be deemed, by 'us', to be a vehicle for private use as set out in vehicle for private use tariffs applicable to the route being booked;
- 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 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);
- you do not carry hazardous goods (whether rated as hazardous by the International Maritime Organisation ("IMO") or not);
- any motor vehicles powered by multi fuel-hybrids, 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.

#### d) Non-compliance sanctions

You accept the sanctions, which we may reasonably apply in respect of any non-compliance by you of your obligations described above. DFDS has the following rights:

- refuse to allow the vehicle to be loaded on board except on payment of additional charges;
- refuse to allow the vehicle to be loaded on board except on the conditions e.g. the removal of commercial goods from the vehicles; and
- refuse absolutely the vehicle 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 to apply such sanctions to you without notice at the point of embarkation.

## 12. DANGEROUS GOODS AND FIREARMS

Dangerous goods and firearms must be declared at the time of booking and not later than 24 hours before departure can only be transported in a vehicle. Therefore, foot passengers and passengers who are in a coach party can only carry personal grooming products in their luggage. Firearms can only be transported on our ships if they are secured in a vehicle such as a car or motorhome or the ships designated secured holding area as applicable. They may not be transported with bicycles or motorbikes. Foot passengers may not transport firearms, ammunition or any other item considered to be a dangerous weapon.

You must not bring dangerous goods, including but not limited to gas cylinders, firearms or knives, on board without prior permission from us and without compliance with all applicable regulations and the obtaining of any relevant licences. You are advised to contact the Duty Operations Manager at the port of departure well in advance of travel. You will be asked to complete a "Notification of carriage of Weapons/Ammunition Form" indicating the type and quantity of firearms/ammunition.

Ammunition, a maximum of 1000 cartridges of UN Class 1.4S per vehicle, which should be carried in the original manufacturers packaging, is permitted.

The maximum quantity of ammunition (UN Class 1.4S) is limited to 1000 cartridges/shells per vehicle, carried in the original manufacturers packaging, providing the passenger is authorised to hold such an amount on their Firearm

certificate.

If your vehicle is fitted with gas cylinders, up to 3 gas cylinders may be carried, the combined weight of which must not exceed 47 kg; Butane/Propane (for lighting, cooking or heating purposes only), or Propane/Helium. The transport of petrol/diesel fuel cans on board is specifically forbidden, full or empty. All cylinders, except when being used for medical purposes, must be adequately secured against movement of the ship with the supply disconnected and turned off. Purged cylinders require certificates to be produced.

If you are unsure about the type and range of goods permitted to be carried in a private vehicle not in commercial use, then you must contact us in advance, otherwise we may refuse you entry to the ship, without any liability on our part

On arrival at the port, you must report to the Duty Manager and follow his/her instructions regarding loading and necessary storage of these goods. We are entitled to, for safety and security reasons, request a search of passengers and inspect their luggage when boarding and on board the ship.

In circumstances where dangerous goods or luggage is loaded without our knowledge, 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. In addition, we may refuse the passenger to board and no refund shall be given on the booking.

Whether or not the passenger was aware of the nature of the goods, the passenger shall fully indemnify DFDS against all claims, losses, damages or expenses arising in consequence of the carriage of such goods.

Vehicles carrying IMO classified dangerous goods may only be carried in accordance with the regulations described in DFDS Freight shipping conditions of carriage.

## 13. YOUR BEHAVIOUR

- It is important for the safety and comfort of all on board the ship and ashore in the terminals, 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.
- It is the duty of every person on board to respect the safety measures taken on board with regard to the seaworthiness of the ship and the safety of the person on board. You must pay attention to and comply with all regulations and notices relating to the safety and security of our ship, the crew and passengers, the terminal facilities and to immigration requirements and regulations.
- We, the captain and the crew on board may make and enforce such reasonable rules as they see fit in order to preserve the safety, security, comfort and enjoyment of the passengers and crew. Such rules may vary from time to time and may be applied differently in different parts of the ship. For example, there are restrictions on the consumption of food and drink on board which you have carried with you, and you are not allowed to play loud music.
- Cooking in cabins and use of domestic appliances such as irons is not permitted.
- 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.
- Should you, or your vehicle cause damage to DFDS property in any way, howsoever caused within the terminals or on the ships, we reserve the right to recover monies from either you or your insurer where necessary.
- Smoking, which includes e-cigarettes, is not permitted in any cabins on any DFDS' ship. Smoking on board 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 our costs, including but not limited to the value of the cleaning services to be ordered by us).
- Consumption of your own alcohol on board the ship is not permitted. This includes purchases from our Sea Shop on board. Only alcohol purchased from on board bars and restaurants, provided a receipt can prove this, 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 on board 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.
- Excessive intake of alcohol, where it is clear that the passenger may be a danger to themselves or others – possession and/or consumption of illegal drugs - are not allowed on board the ships.
- 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 on board the ship.
- 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. This also applies if you are being expelled because of breach of the rules of conduct laid down by carriers, hotels, resorts, the like and us.
- 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.

14. CHANGE OR CANCELLATION BY YOU

You may have the opportunity to change and/or cancel certain types of bookings via our website 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. If we at the time of booking have informed you that change is not possible then the cost of the booking will be lost regardless of the time of change.

Changing the date, time, route or downgrading of cabin category will be treated as a cancellation of the current booking and booking of a new journey to the, at the time of booking, current price. Charges for rebooking are calculated in accordance with the charges for cancellation below.

You can change the choice of restaurant on board (including change of food and beverage) until 2 days before departure. Should the changes increase the value of the booking the increased price must be paid before departure. Should the changes to the booking reduce the value of the booking we offer a voucher, equivalent to the price reduction, which can be used on board.

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.

Cancellation of bookings (excluding Group bookings)

Upon cancellation of a booking (except for Group bookings), you will incur charges cancellation 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.

If your cancellation occurs due to emergency health problems, accidents etc. you are still liable to pay for any incurred fees.

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. The cost of any service fee, booking fee and potential credit card fees is non-refundable if a booking is refunded as a result of a cancellation.

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.

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/€15.00	Anytime	100% of total fare
	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/€15.00		
	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 72 hours before or after your booked crossing time	None	None		
	At port on the day of travel outside 72 hours before or after your booked crossing time	Yes	None	If cancelled within 48 hours before the booked crossing time of departure	100% of total fare
	Name changes	None	None		

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/€15.00	Anytime	100% of total fare
	Name Changes	None	£10/€15.00		

\* 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.

Long Sea Routes: charges for change or cancellation by you***		
Fare types	Per change or cancellation, per booking: related to the period of notice given to us	Charge**
Transportation only, Mini & City Cruise breaks	Within 24 hrs from having made the booking	We offer a full refund on bookings made with us within the first 24 hours from the time of the confirmation of the booking unless the booking is made as recently as two days before departure.
	42 days or more before departure	25% of total fare
	42-22 days before departure	50% of total fare
	21-8 days before departure	70% of total fare
	7-1 days before departure	90% of total fare
	On the day of departure	100% of total fare
	Name changes	26 EUR
Transportation only, Mini & City Cruise breaks Bookings made by Groups of 8 or more people.	The Person who booked the group trip, are free to cancel all or part of group travel in accordance with the following schedule	No charge
	8-30 pax within 45 days 31-90 pax within 60 days 91-120 pax within 90days 120 pax within 120days	0% of total fare
	8-30 pax within 31 days 31-90 pax within 41 days 91-120 pax within 61 days 120 pax within 81 days	50% of total fare
	8-30 pax within 16 days 31-90 pax within 21 days 91-120 pax within 31 days 120 pax within 41 days	25% of total fare
	8-30 pax within 6 days 31-90 pax within 11 days 91-120 pax within 16 days 120 pax within 21 days	10% of total fare
	8-30 pax within 3 days 31-90 pax within 5 days 91-120 pax within 7 days 120 pax within 10 days	5% of total fare
	Name changes	26 EUR

\*\* Total fare includes any additional services (such as catering etc.). The minimum charge is EUR 26 per booking. The cost of the service fee, the online booking fee and potential credit card fees is non-refundable if a booking is refunded as a result of a cancellation.

\*\*\* Explanation of Eastern and Western Channel and Long Sea Routes is shown in Introduction on page 2.

Offers & prizes

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

Name change/transfer of a booking

Provided that you notify us of the transfer, prior to the time of the departure and as set out in the table above, you can transfer a booking (all categories), which is booked with DFDS, 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 as set out in the table above 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 required from you when you made the original booking.

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 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.

#### **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.

Services such as cancellation insurance, administration fees and tickets for events purchased through DFDS 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.

#### **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.

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

#### **Changes to ferry timings and to the routes**

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. 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.

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.

#### **Limitations of liability**

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 or other applicable mandatory law.

#### **Cancellation or delay of our passenger services**

The Passenger Rights Regulation provides certain rights for passengers in the event of cancellations and delays of our passenger services. It should be noted 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 Passenger Rights Regulation for full details of your rights.

A driver who is accompanying a commercial vehicle, which are covered by a contract for the carriage of goods, will not have the rights, which follows from the Passenger Rights Regulation.

#### **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 night's 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 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 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, you 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.

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.

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 Passenger Rights Regulation. Compensation may be paid in the form of vouchers or other DFDS 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**

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 and to the amounts set out in section 15 (Changes, cancellations or delays by us, Damages in case of delay).

#### **In case of change or cancellation of a package**

##### **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, 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 may be entitled to receive reasonable compensation from us.

We are entitled to limit such compensation in accordance with the relevant applicable international conventions, EU Regulations and mandatory national law.

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

- 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, or avoided at the time of 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 may be 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 may have the right to cancel the package.

If you have the right to cancel the package, we or our suppliers are liable to refund the full price of the package. However, we are entitled to deduct the compensation corresponding to the value that the package was likely to have had for you.

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 may be entitled to claim damages from us or our suppliers, unless the lack of conformity is due to:

- 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 or avoided at the time of booking the package.

We are entitled to limit such compensation in accordance with the relevant applicable international conventions, EU Regulations and mandatory national law.

#### **c) 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.

## **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 are applicable. In most cases, these provisions limit our liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables. In these cases, we are maximum liable to pay the limited amount of compensation that you are entitled to in accordance with the Athens Convention.

According to the Athens Convention our liability shall in no case exceed (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. In case of terrorism/war, our liability is limited in accordance with IMO Guidelines set out in the Athens Convention's Annex II.

#### **Valuables and money**

We do 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.

We are entitled at our own option and without previous notice to you to transport vehicles on the weather deck.

#### **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 in refusal by us to pay compensation to you due to the loss or damage to mobility equipment in excess of the aforementioned amount, unless the applicable law does not allow us to limit our liability.

#### **Limitation of liability**

In all other cases, which are not covered by the limitations of the Athens Convention or any other mandatory law, including 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 law is present. It thus implies that we are not responsible for a loss as a result of indirect or consequential damage.

This limitation also includes breach of contract, or negligence of our employees or suppliers acting within the scope of their authority.

For compensation in case of change/cancellation of packages, we refer to section 15 (Changes, cancellations or delays by us) and applicable package law.

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 your own faults/defaults or the faults/defaults of anybody else included in your booking; 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 weather conditions or force majeure events, which we or any supplier of services, even with all due care, could not foresee or forestall.

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 (Claims and complaints) below.

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

## **17. CLAIMS AND 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, you must report it to us or to our supplier immediately. We or our supplier will immediately make an effort to solve the problem.

#### **a) Contact the Guest Service on board**

On the ship, we ask that you contact the Guest Service Centre if you have a complaint whilst on board. 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) Luggage and vehicle**

If your luggage or vehicle has been damaged you need to make us aware in the case of apparent damages before or during the time of disembarkation, and loss or damages which are not apparent, within 15 days from the time of disembarkation.

Any visible damages to the vehicle must be reported to a ship's officer so that we are able to issue you a vehicle damage report. If you fail to comply with this, you shall be presumed – unless the contrary is proved – to have received the vehicle undamaged.

#### **c) 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 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 the opportunity to correct any deficiencies.

#### **d) 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 or
- where the notice can be given within a longer period as set out in the applicable mandatory law.

You can send your complaint to our customer service in writing or via email: [incoming@dfds.com](mailto:incoming@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. Within 1 month of receipt of the complaint, we will notify you if the complaint has been substantiated, rejected or is still being considered.

#### **e) Passenger rights complaint**

If you want to make a complaint to DFDS regarding your passenger rights set out

in EU Regulation 1177/2010, you should submit your complaint within 2 months from the original service. Within 1 month of receiving the complaint, DFDS will inform you that your complaint has been substantiated, rejected or is still being considered. The time taken to provide the final reply will not be longer than 2 months from the receipt of the complaint.

If you want to make a complaint to DFDS regarding your passenger rights set out in Passenger Rights Regulation 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: you must, at first, complain in writing to DFDS as described above. If you wish to lodge a complaint with DFDS, you shall do so within 2 months from the date on which the service was performed or should have been performed. DFDS must within 1 month of receipt of the complaint notify the passenger if the complaint has been substantiated, rejected or is still being considered. The final response must be submitted no more than 2 months after receipt of a complaint.

If you have not received a response within 2 months, or you are not satisfied with the response, you may choose to proceed with the case. If you wish to complain about:

- A travel at the price of maximum DKK 1000 or rights regarding persons with disabilities, send your complaint to The Danish Maritime Authority (<http://www.sofartsstyrelsen.dk>)
- A travel at the price of DKK 1000 or more, send your complaint to Forbrug ([www.forbrug.dk](http://www.forbrug.dk)).

If you wish to complain about a travel from another EU port to Denmark, you will have to complain to the authority in the EU country in question: [http://ec.europa.eu/transport/themes/passengers/maritime/doc/2010\\_1177\\_national\\_enforcement\\_bodies.pdf](http://ec.europa.eu/transport/themes/passengers/maritime/doc/2010_1177_national_enforcement_bodies.pdf).

#### **f) If you are not satisfied with the response**

You might have the possibility to complain to "Forbrug". We kindly ask you to find information on your rights to complain on [www.forbrug.dk](http://www.forbrug.dk).

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint in regard to a Package Holidays, you feel that it has not been satisfactorily settled, you can contact Pakkerejseankenævnet (<https://www.pakkerejseankenævnet.dk/forside/>).

Is your complaint about a booking you bought online? If it is, you can complain using this site:

<https://webgate.ec.europa.eu/odr>. You will need to choose a dispute resolution body to deal with the complaint. This is something you and DFDS have to agree on.

#### **G) Time-bar**

Be aware that mandatory time limits for lodging any claims are established by applicable mandatory law or conventions.

Claims under the Athens Convention must be notified within two years of the incident giving rise to the claim. If not, then the right to claim is extinguished upon the expiry of the two year period.

## **18. DATA PROTECTION**

We will register personal data you give us in connection with your booking. All registered personal data will be processed in accordance with applicable data protection laws. We refer to our Privacy Policy, see: <http://www.dfds.com/legal/privacy> for additional information.

If you would like a copy of the personal information we hold about you, please write to us.

If, as a result of you or one of your travelling party 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**

To ensure that you will receive a refund and/or repatriation in the unlikely event of our insolvency, our packages are, subject to the Danish Promulgation of the Travel Guarantee Fund Act bonded under the Travel Guarantee Fund. For more information: [www.rejsegarantifonden.dk](http://www.rejsegarantifonden.dk).

## **20. CARRIAGE OF GOODS WITH DFDS' SHIPS**

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

DFDS 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 especially applies to any goods carried in excess of the allowed amount per vehicle and commercial goods, which does not belong to the passenger him- or her selves or is intended for resale/processing. Passengers are obliged to pay customs and taxes for the goods in accordance with the applicable law in the port of arrival.

## **21. LAW AND JURISDICTION**

All disputes and matters howsoever arising between the passenger and DFDS (including but not limited to disputes in connection with the booking and carriage and these Conditions) shall be subject to the laws of Denmark and all disputes and matters howsoever arising between the passenger and DFDS (including but not limited to disputes in connection with the booking and carriage and these Conditions) shall be subject to the laws of Denmark and disputes shall be determined by the competent court at the option of the passenger at

- (i) the principal place of business of DFDS,
- (ii) the place of the permanent residence of the passenger, if DFDS has a place of business in that country, or
- (iii) the place of departure or the place of destination as stipulated in the contract of carriage.

The provisions in this clause 21 is only applicable, unless otherwise follows from EU Regulation 1215/2012 ("Brussels I Regulation") or the Athens Convention.

#### **DFDS A/S**

DFDS House  
Sundkrogsgade 11  
DK-2100 Copenhagen Ø  
Denmark

Date of issue 21.02.2017