

## **CONDITIONS OF TRAVEL**

### **1. Your contract with us**

#### **1.1. Conditions of Travel**

You will be accepting that our Conditions of Travel apply on behalf also to all persons using our services due to a booking made by you and must inform them accordingly.

#### **1.2. Variation in services and/or prices**

We reserve the right, at any time, to vary the services described on our website and in our brochures, including prices and departure dates and times. You will be advised of any such variation when you request a booking.

#### **1.3. Variation in Conditions of Travel**

Our employees and agents are not allowed to vary, waive or make any representation in respect of any of these Conditions of Travel

#### **1.4. Special offers and promotions**

Special offers and promotions may be subject to certain terms and conditions, e.g. as to payment, which vary from those set out in these Conditions of Travel.

#### **1.5. Availability of space**

All products featured on our website or in our brochures are offered subject to availability of allocated space, which may be limited.

#### **1.6. Law and jurisdiction**

Falkland Island law shall apply to the arrangements made with you and the Falkland Island courts shall have exclusive jurisdiction.

### **2. Complaint procedure**

If you have any complaint in respect of services provided by us please bring it immediately to the attention of the Mate or any of the ship's officers. If it is not then resolved to your satisfaction you should contact our office promptly giving full details and if possible a daytime telephone number or e-mail address, so that we can make a timely and thorough investigation. You may e-mail us at admin@workboat.co.fk; alternatively you may contact us by telephone on +500 22300, or write to us at Workboat Services Ltd, Globe Offices, Philomel Street, Stanley, Falkland Islands.

### **3. Booking and paying**

#### **3.1. When payment is due**

Payment for all bookings is due at the time of booking. If payment is not made when it is due, we will be entitled to cancel the booking without notice.

#### **3.2. How to pay**

Payment may be made by cash or cheque, at the office or on the *Concordia Bay* in

person if payment cannot be made at the office. Payment can also be made direct into the Workboat Services Ltd bank account with Standard Chartered Bank. Where possible payment should be made before travel

### 3.3. Prices applicable

The prices shown in Sterling on our website or in our brochures are applicable only for bookings made in the Falkland Islands.

## 4. Travel by *Concordia Bay*

### 4.1. Check-in

You must be at the terminal at least 15 minutes before your scheduled departure in order to board and enable the vessel to sail on time.

### 4.2. Children

Children under 12 must be accompanied by a responsible adult.

### 4.3. Validity of bookings

Your booking is valid only for the departure dates and times stated unless otherwise expressly stated.

## 5. Transport, timings and routes

We will seek to provide you, your luggage and vehicle with the journey shown on your ticket and reservation advice, though sailing times/dates and destinations may be affected by weather conditions or port closures, or may be changed (at our discretion) by operational requirements. We will try to arrange a suitable alternative ferry crossing if we cannot provide the anticipated service within a reasonable time of the scheduled sailing. We will refund the fare if we cannot arrange a suitable alternative journey or if you do not wish to take any alternative journey offered by us.

## 6. Your responsibility

### 6.1. Refunds

We require you to accept that you will not be entitled to a refund if you change or cancel the travel arrangements for your booking other than as expressly set out in Clause 7 below.

### 6.2. Safety and security

We require you to accept that we are entitled at our discretion (subject only to refund of the fare) to refuse to provide transport for any person, luggage or vehicle for any reason related to safety or security or in the interests of other passengers or to ensure compliance with applicable regulations. You must comply with all safety and security regulations and notices and any instructions given to you by our employees or agents.

### 6.3. Firearms, dangerous goods, livestock

You must advise us at least 24 hours in advance if you intend to bring with you dangerous goods (this includes all fuel oils and inflammable gases), firearms, ammunition or animals. All livestock must be contained in an appropriate vehicle which provides shelter and protection and can in no way cause injury or unnecessary suffering to the animals being transported. I.e. stock trailers must be in a good state of repair with clean bedding/flooring provided for each journey. For further

information refer to the 'Falkland Islands Code of Practice for Welfare During Transport' which can be obtained from the Veterinary Service.

#### 6.4. Loss/damage to luggage/vehicle

We require you to notify us (a) before or at the time of disembarkation in respect of apparent damage to or loss of luggage and/or vehicle, and (b) within 3 days of disembarkation in respect of damage to or loss of luggage and/or vehicle which is not apparent; if you do not notify us within those periods, you will be presumed to have received your luggage and vehicle undamaged. We shall have no liability in respect of loss of or damage to cash, negotiable securities, gold, silverware, jewellery, ornaments, works of art, electronic equipment or other valuables unless they have been identified to and deposited with us for the agreed purpose of safekeeping

#### 6.5. Failure to disembark

If for any reason (unless the cause is a fault on our part) you, your luggage and/or your vehicle do not disembark at the end of the journey you and/or they may be returned at our discretion to the port of departure or taken to another port with you being charged the appropriate fare in each case.

### **7. Changes/cancellation**

You may cancel a booking at any time prior to departure subject to the cancellation charges shown in section 7.2 of our Conditions of Travel.

#### 7.1. How to cancel

You may cancel a booking over the telephone or by informing us in writing.

#### 7.2. Cancellation charges

Workboat Services reserve the right to apply a charge for late cancellation of bookings.

#### 7.3. Refunds

Refund of the price paid will be made if applicable, less any cancellation charges and subject to any particular conditions of the product purchased, provided that a claim is made within 1 month of the intended departure date.

#### 7.4. Delayed departures

We shall seek to keep you informed if departure is delayed for any reason.

#### 7.5. Bad weather

Severe bad weather or sea conditions may lead to the cancellation of services. We do our best to assist passengers when this is the case, but cannot accept liability for any costs or inconvenience incurred.

### **8. Our liability**

#### 8.1. Limitations and exclusions

Our liability in respect of death or personal injury shall in no case exceed the appropriate limit under the Athens Convention. Our liability for loss of or damage to property (regardless of where the loss or damage may occur) shall in no case exceed an amount equal to the respective limits under the Athens Convention. Please see clause 6.3 for further restrictions on our liability for certain items; we shall be under no liability to you (or other people travelling on a booking made by you) for any loss which does not arise naturally in the ordinary course unless you have notified us in writing prior to or upon making the booking of special facts or circumstances relevant to any such claim and we have knowingly accepted the additional risk; we shall be under no liability to you at all if the failure to perform or improper

performance of any contractual obligation is caused by:

- (a) your own fault or the fault of anybody else included in your booking; or
- (b) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or
- (c) (i) any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
- (ii) an event which we or any supplier of services, even with all due care, could not foresee or forestall.

#### 8.2. Athens Convention

The Athens Convention relating to the Carriage of Passengers and their Luggage by Sea of 1974, as modified or re-enacted, will apply in respect of each booking and journey by sea.