

TERMS AND CONDITIONS OF CARRIAGE



Standard Terms and Conditions of Carriage of goods for freight services to/from Ireland, Great Britain and France.

Irish Ferries Limited P.O. Box19, Ferryport, Alexandra Road, Dublin 1. Alexandra Road, Dublin 1, Ireland.

1. Definitions

In these Standard Terms and Conditions of Carriage, hereinafter "the Conditions"

- a) Irish Ferries Limited is the Carrier, hereinafter "the Company".
- b) The expression "Goods" (save where the context otherwise requires) includes all commercial & freight vehicles, trade and private unaccompanied motor vehicles, caravans/mobile homes, trailers, flats, containers, tanks, skids, pallets, accessories and spare parts, and/or other equipment used in relation to carriage or stowage including all the contents and cargoes of any of the foregoing, goods, merchandise, packages, unaccompanied luggage and personal property of all descriptions whatever.
- c) The expression "Owner" includes owners, senders, shippers, consignees and receivers of the Goods and their servants and agents and each of them, including shipping agents acting on their behalf.
- d) The expression "package or unit" includes (i) the container when the Goods are shipped in a container (ii) the skid or pallet when Goods are shipped on a skid or pallet and stuffed in a container and the container is adjudged not to be the package for the purposes of limitation of liability (iii) the skid or pallet when Goods are shipped on a skid or pallet but not in a container, and (iv) that shipping unit which contains the greatest quantity of the Goods and to which some packaging preparation for transportation has been made which facilitates handling even though it does not conceal or completely enclose the Goods.
- e) The expression "Animals" includes live stock (cattle), blood stock (horses), dogs, domestic and wild animals, birds, fishes and reptiles.

2. Common Carrier

- a) The Company is not and does not hold itself out as a common carrier and reserves the right to refuse any Goods for carriage and does not guarantee the sailings of any vessels. All Goods consigned, handed or sent to the Company by the Owner for shipment, carriage or forwarding shall be received by it subject to these Conditions, and these Conditions shall be deemed to form part of every agreement with the Company for the shipment, carriage or forwarding of Goods. NO BILL OF LADING OR ANY OTHER DOCUMENT / RECEIPT WHICH COULD BE CONSTRUED AS A BILL OF LADING WILL BE ISSUED IN RESPECT OF THE GOODS.
- b) Goods are only accepted by the Company for shipment, carriage or forwarding upon the condition that the person consigning, handing or sending the same to or contracting or arranging for carriage with the Company is either the Owner or the authorised agent of the Owner of the Goods to consign, hand or send goods to or contract or arrange for carriage with the Company for shipment, carriage or forwarding on the terms of these Conditions and that he accepts for himself and for the Owners and all other parties interested in such goods the terms of these Conditions and warrants his authority so to accept them. Where goods, which are being carried or forwarded under a contract of through carriage, are consigned, handed or sent to the Company by or on behalf of the Carrier or other person with whom the Owners have made such contract, such carrier or other person shall conclusively be deemed to have warranted to the Company that he has the authority of the Owners to contract with the Company on the terms of these Conditions with regard to any portion of the carriage or forwarding or matters incidental thereto to be performed by the Company.

3. Sub-Contractors/Charters

- a) The Company shall be entitled to employ or contract or sub-contract with other carriers or persons to ship, carry or forward the Goods or to employ, contract or subcontract with Port Authorities, Stevedores, tug-owners, or other persons for any purpose in connection with the shipment, carriage, forwarding or custody of the goods. The terms of these Conditions shall apply to any such employment, contract or sub-contract made pursuant to this clause and all rights, exemptions from liability defences and immunities of whatsoever nature referred to in these Conditions shall in all respects enure also for the benefit of all servants, agents and independent contractors (whether as mentioned in the foregoing paragraph or otherwise) of the Company acting in the course of or in connection with their employment or other contract so that in no circumstances shall any such servant, agent or contractor while so acting be under any liability greater than or different from that of the Company under these Conditions.
- b) The Company shall be entitled to employ, hire or charter any vessel for the shipment, carriage or forwarding of the Goods. The owner or charterer of any such vessel carrying Goods on any part of the Company's services shall have in respect of any Goods so carried the same rights of limitation of liability as are given to owners and charterers by Statute in addition to the benefits, exceptions and immunities conferred by these Conditions.

4. Liability

- a) The Company shall not be liable for any loss, damage or delay to Goods or goods loaded therein or thereon from any cause whatsoever whether caused or contributed to by any negligence, neglect or default by the Company, its servants, agents, sub-contractors or any party or person for whom the Company is responsible .
- b) In addition, and without detracting in any way from sub-paragraph a) above, the Company shall have the benefit of all statutory or other limitations, exceptions and immunities from liability in favour of the carrier contained in the Merchant Shipping (Liability of Ship Owners and Others) Act 1996 (and in particular Article IV Rules 1, 2 and 4 of the Hague-Visby Rules as set out in the Third Schedule of that Act) or any other such statutory provisions in force from time to time in Ireland or the United Kingdom.
- c) Any claim of whatsoever nature in respect of the Goods must be made in writing to the Company within 14 days from the day on which the Goods are delivered or would in the ordinary course have been delivered; otherwise all rights of action against the Company shall be absolutely barred.
- d) Any claim against or liability of the Company whatsoever shall cease unless a suit is brought in accordance with clause 20 and within twelve months from the day of discharge of the Goods from the Company's vessel.
- e) Any claim against or liability of the Company shall be limited to € 127 per package or unit, or its equivalent in other currency calculated at the time the Goods are delivered or would in the ordinary course have been delivered.

5. Sailings

- a) The Company is at liberty to ship the Goods on such day, at such time, in such order and in such vessels (to whomsoever belonging) as it may desire (without reference to the order or time in or at which goods may have been booked or received and notwithstanding the Goods may have been booked for a particular vessel or sailing on or at a particular date or time) and to carry the Goods on more than one sailing and not all on the same day.
- b) The Company shall be entitled in its absolute discretion and without assigning any reason to refuse to receive or ship the Goods or any part thereof, notwithstanding it may have previously agreed to receive or ship the same.
- c) No vessel is obliged to sail according to advertisement or notice, and any vessel notwithstanding such advertisements or notice has liberty to sail on

any other day or at any other hour and any sailing may be cancelled without notice notwithstanding any shipment or booking previously made.

- d) All vessels have liberty to sail with or without a pilot; to make trial trips; to adjust compasses; to tow and assist vessels in all situations; to carry Goods of all kinds, dangerous or otherwise; to proceed backwards and/or forwards, once or more often, to or from and use any port or ports, in any order of rotation, for any purpose whatsoever, whether in or out of or short of or beyond the route between the named termini for the carriage of the Goods or the customary or advertised route, to carry on all or any of the Goods to any ports beyond their port of destination, notwithstanding that the ship may have called at such port of destination and/or discharged other Goods there, and to carry the Goods back to the port of destination, to tranship the Goods or any of them for any purpose into (including on deck of) any vessels or craft; to land and/or store the Goods or any of them at any port or place and/or to forward or carry the same to their port of destination by any vessel, craft or conveyance, either belonging to the Company or to others, by any route however circuitous, either by land or water, and to dry dock any vessel or craft with the whole or part of the Goods on board.
- e) The Company is at liberty to load, stow and carry the Goods or any of them on deck or in any part of the vessel or craft. All the liberties and other matters mentioned in this clause are agreed to be part of and within the scope of the contract voyage relating to the Goods, and shall not constitute a deviation or a breach of any contract between the Company and the Owners. The Company shall be under no liability whatsoever for damage or loss to any Goods so carried on deck, whether caused or contributed to by any negligence, neglect or default by the Company, its servants, agents or sub-contractors or any party or person for whom the Company is responsible.
- f) The Company is at liberty to lash or not lash Goods, for the voyage or any part of it, on deck or in any part of the vessel.
- g) The Company does not undertake to give notice of the arrival or of the discharge of the Goods.
- h) The discharge of the Goods ashore from the vessel shall constitute the end of the contract and neither the Company nor its' agents shall be concerned to enquire into the authority of any consignee, carrier, agent or other person or persons who attends to accept delivery. Before loading and after discharge, the Goods may be TERMS & CONDITIONS warehoused or otherwise stored at any place or places, whether or not a usual or proper place of storage (including storage on open ground) at the Owner's risk and expense.

6. Dangerous Goods

The Owner is responsible for compliance with all regulations, statutory or otherwise including the latest edition of the IMDG (International Maritime Dangerous Goods) Code including packaging and labelling of the Goods and vehicle labelling. The Owner undertakes not to tender for transportation any Goods which are or may become of a dangerous, explosive, inflammable, radio active, infested, explosive or damaging nature without previously giving notice in writing of their nature to the Company and obtaining the Company's consent and marking the Goods appropriately as required by any laws or regulations which may be applicable. The Owner undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the carriage. Whether or not the Owner was aware of the nature of the Goods, the Owner shall indemnify the Company against all loss, damage or expense arising from carriage of the Goods including without limitation damage caused to the vessel or other cargo on board in consequence of the carriage of the Goods.

STANDARD TERMS AND CONDITIONS OF CARRIAGE OF GOODS FOR RO/RO SERVICES TO / FROM UK, FRANCE AND IRELAND.
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7. Force Majeure

- a) If for any reason whatsoever the Company, its servants or agents, is of the opinion that the Company's vessel is prevented or hindered from entering or leaving any port including the port of loading or discharge or otherwise from proceeding with the voyage, or from loading or discharging or continuing to load or discharge the Goods, then in its sole discretion it may abandon the voyage or proceed to any other port (including return to the port of loading) and may there discharge or take such other action with regard to the Goods as it or its servants or agents shall think fit. Such discharge or other action shall be deemed to have been authorised by the Owners and shall be at their sole risk and expense.
- b) The Company shall not incur any liability whatsoever by reason of the happening of any event outside its direct or indirect control, including without limitation; strikes, lockouts or industrial actions or disputes from whatever cause.

8. Freight

Freight is to be considered as earned and due on shipment and must be paid, Goods lost or not lost, and when paid shall not be returnable in any circumstances whatsoever. Freight is payable at the Company's option on gross intake or discharge weight measurement or number of the Goods. The Company is entitled to charge interest on all freight and monies due on any account from the Owners. Such interest shall accrue subject to the provisions of the European Communities (Late Payments in Commercial Transaction) Regulations 2002.

9. Lien

The Company shall have a general lien on the Goods. This lien extends to all charges whether or not the amount thereof has been ascertained in money at the time of exercising such lien and whether such charges are in respect of the goods upon which this lien is exercised or of any other goods handled by the Company. The expression "charges" in this clause includes freight and all monies due on any account whatsoever from the Owners to the Company in respect of the Goods or any other goods handled at any time by the Company for the Owners, and also all monies which the Company may become or be liable to pay on behalf of the Owners in respect of the Goods and any goods handled at any time by it for the Owners whether pursuant to these Conditions or not, and the cost and expenses of exercising such lien. This lien shall be exercisable by sale of the Goods or any goods without notice to the Owners at such time and in such manner as the Company may desire and the Company may deduct from the proceeds of sale the costs and expenses of and incidental to such sale.

10. General Average

General average to be adjusted at any port or place at the option of the owner of the vessel and to be settled according to the York/Antwerp Rules 2004, or any subsequent amendment thereto notwithstanding anything contained therein to the contrary.

11. Animals

- a) Livestock must be alongside two hours before the time of sailing and in the event of them not being alongside all charges paid shall be forfeited. If from any other cause, livestock are left behind, without the Owners' fault, the Company will return the charges paid in respect of such as have been left behind, or will, at the option of the Owners, ship those left behind in some subsequent vessel on the terms of these Conditions. Livestock must be accompanied by someone in charge appointed by the Owners.
- b) The Company will not undertake the conveyance of dogs unless delivered to them furnished with efficient collars, chains and muzzles. The Company shall not be responsible for death or injury to animals in transit howsoever caused (even if caused or contributed to by any negligence, neglect or default of the Company, its servants, agents or sub-contractors or any party or person for whom the Company is responsible).

12. Miscellaneous

If so requested by the Owner, the Company will endeavour to connect any refrigerated unit to the vessel's electric supply, but the Company shall not in any circumstances be liable for any failure to do so, nor for any breakdown of the vessel's electric supply, nor for the loss or damage caused to perishable goods by delay. Any request by the Owner to the Company to activate or operate any refrigerated unit before loading or after discharge, must be made in writing but the Company shall not in any circumstances be liable for any failure to do so, incorrect temperature setting, breakdown, or for the loss or damage caused to perishable goods. The Company shall be entitled to rely on this clause even if any loss, damage or delay is caused or contributed to by any negligence of the Company, its servants, agents, subcontractors or any party or person for whom the Company is responsible.

13. The Goods shall be removed by the Owners from the quay as soon as landed from the vessel. If not so removed, the Company shall be entitled to remove them and the Owners shall pay to it any expenses incurred thereby. Any Goods not claimed on the day of the discharge thereof from the vessel or undelivered on such day for any reason whatsoever maybe stored ashore or afloat (if afloat s ubject to these Conditions) wherever the Company may deem fit at the expense of the Owners without prejudice to the Company's lien. Any Goods not claimed by the Owners within seven days after discharge at the port of destination may be sold or disposed of by the Company without notice to the Owners at such time and in such manner as the Company may deem fit at the expense of the Owners.

14. All expenses and liabilities incurred by the Company in doing or procuring to be done anything which under these Conditions is to be or may be done at the Owner's expense shall be a debt due from the Owners to the Company.

15. The Owner shall be responsible for and ensure that the contents (cargoes) for shipments are adequately packed, stowed and loaded within vehicles / trailers to withstand the rigors of a sea voyage.

16. Any weight stated is shipper's weight; weight number, contents, conditions, brand, quality and measure unknown.

17. Any receipt for Goods issued by or on behalf of the Company shall be a non-negotiable document.

18. Indemnities

The Owner

a) shall agree that any driver, co-driver, passenger or other person carried as a passenger or passengers for the purposes relating to any vehicle or other goods, either in the same vessel as such vehicle or goods or otherwise, will be so carried whether by sea or otherwise only subject to the Standard Conditions of Travel of Passengers of the Company, which incorporate the Provisions of The Athens Convention 1974 Relating to the Carriage of Passengers and their Luggage (including vehicles) by Sea.

b) will indemnify the Company in respect of any claim made by or on behalf of such driver or other personnel or his or their personal representative, whether for injury, loss of life or otherwise whatsoever.

c) will indemnify the Company in respect of any claim made by or on behalf of any person (passenger, crew member or other person) whether for injury, loss of life, or otherwise whatsoever, resulting from an accident or incident involving the vehicle or driver concerned.

d) shall ensure all persons (drivers, co-drivers and passengers or other persons) accompanying the Goods are in possession of all necessary travel documents, passports, visas or identification papers and shall indemnify the Company for any claims, fines or levies imposed on the Company for failure to produce such documents when requested.

e) shall agree, the Company will be entitled to the limitations of liability as set out in The Athens Convention 1974 Relating to the Carriage of Passengers and their Luggage (including vehicles) by Sea for claims, counter claims or subrogation claims for personal injury, loss of life or otherwise.

19. No agent or servant of the Company has authority to alter or dispense with any of these Conditions.

20. This contract shall be governed by the law of Ireland and any dispute arising under the contract or consequent upon the reception, carriage or delivery of the consignment mentioned therein shall be adjudicated by the appropriate Irish Court and by no other tribunal.

The Company shall, without prior notice, have the right (1) to alter or cancel sailings for any reasons whatsoever, and (2) to increase freight rates and apply fuel or currency surcharges.

INSURANCE OF GOODS AS MARINE INSURANCE IS NOT INCLUDED IN ANY FREIGHT RATE QUOTED BY THE COMPANY, OWNERS ARE STRONGLY ADVISED TO EFFECT THIS TYPE OF INSURANCE, FOR THEIR OWN PROTECTION.

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