

The General Conditions of sale are constituted in the General Conditions for the carriage of freight, these Tariff conditions, and any particular conditions applicable. The Conditions of freight insurance are provided separately.

The terms "Sea Carrier", "Shipper", "Vehicle", "Abnormal Load", "Heavy Load" and "Hazardous cargo" mentioned in the conditions below, and are defined in the General Conditions for the carriage of freight.

## 1. Vehicles, drivers and co-drivers

**a. Vehicles:** Prices are calculated on length of Vehicle, based on width not exceeding 2.60m, plus insurance, plus surcharges. Details are available on request. The minimum chargeable length for all Vehicles is 6m.

**b. Drivers and co-driver:** tariffs pre-tax at 01.01.2017 (subject to review January 1st each year). The tariffs below are available to drivers and co-drivers whose names are declared on the driver's ticket.

### Cross-Channel

- Driver (berth included) : free of charge.
- For Vehicles 9 metres or over, bona fide (see section C below) co-drivers (berth included): free of charge, with the exception of services to/from St Malo: co-driver (berth included) :£50 (€70)/crossing.
- For Vehicles less than 9 metres in length: co-driver (including berth): £50 (€70)/crossing.
- On board catering: reduction of 50% on published tariffs (excluding alcoholic drinks).

### Ireland / Spain

- Driver (berth included) : free of charge.
- Co-driver, berth included : £120 (€170) /crossing, for all Vehicles irrespective of length.
- Catering on board the Irish service : reduction of 50% on published tariffs (excluding alcoholic drinks).
- Catering facilities on Spanish services : meals detailed on the driver's ticket are free (excluding alcoholic drinks); thereafter, a reduction of 50% on our published tariffs applies (with the exception of alcoholic drinks).

### c. Conditions

Any person travelling in a Vehicle is subject to the Sea Carrier's Conditions of Carriage and EC regulation Nr 392/2009 dated 23<sup>rd</sup> April 2009. Details are available on request.

Subject to availability of space and the authority of the Shipper, the Sea Carrier will accept bona fide co-drivers, providing advice is received at the time of booking. The provision of on board accommodation for drivers/co-drivers comprises a berth within a shared cabin. No exclusivity of cabin use can be guaranteed for driver/co-driver under any circumstances.

The Shipper must declare the gender of driver/co-driver at the time of booking. The Sea Carrier cannot guarantee access to a single-sex cabin.

Subject to the authority of the Shipper, any non bona fide co-drivers travelling in the vehicle, irrespective of vehicle length, will be charged at £50 (€70) on Channel routes, £120 (€170) on Spanish routes. In such cases, a berth cannot be guaranteed under any circumstances.

Any request for assistance for passengers with reduced mobility, either at embarkation or disembarkation must be made by the Shipper at the time of

reservation as well as at the freight office prior to embarkation.

For safety reasons, access to the garage decks is strictly forbidden during the crossing, unless accompanied by a member of the crew.

Drivers and co-drivers are not permitted to remain in their Vehicles during the crossing. The Sea Carrier has the right to refuse shipment to anyone not complying with these safety instructions.

## 2. Payment terms

- An invoice will be issued for all shipments by the Sea Carrier.
- Freight is payable in full at the time of booking unless a credit facility has been agreed. Freight is payable in any event including where the Shipper has not presented the Vehicle for loading (no-shows or cancellations) and where delivery of the Vehicle by the Sea Carrier at the port of discharge is delayed. Freight is non-returnable in any event.
- The agreement of the Sea Carrier to open a credit account is discretionary. In the case of a credit account being opened, failure to comply with the agreed payment terms will result in the credit account being closed and the totality of the account becoming due (invoiced, or yet to be invoiced).
- The Sea Carrier may require a bank guarantee from the Shipper before opening a credit account. If this bank guarantee is valid for a prescribed period, failure to renew it will give rise to the whole debt becoming due, invoiced or not invoiced, and without further notification.
- No discount will be offered for early payment.
- Late payments will be subject to interest, charged at three times Base Rate. Moreover, a fee of £32/€40 will be payable in respect of recovery costs.
- Payments can be made by all means currently acceptable. A charge may be applied for payments made by credit card.

## 3. Tax

For Shippers registered for VAT within the EU, VAT (or equivalent for country of residence) is applicable.

For Shippers not registered for VAT within the EU, VAT (or equivalent for country of departure) is applicable.

## 4. Surcharges

The following surcharges may be applied by the Sea Carrier at any given time:

- Fuel surcharge (BAF bunker adjustment factor)  
The Bunker Adjustment Factor is levied according to a matrix available on the Sea Carrier's web site [www.brittanyferriesfreight.com](http://www.brittanyferriesfreight.com). The level is reviewed monthly.
- A Currency Surcharge may be levied on the mean average value of the £ Sterling against the Euro.

## 5. Unaccompanied vehicles

A handling charge of £40 (€60) is applied to all unaccompanied Vehicles.

## 6. Hazardous cargoes

A surcharge of £35/€50 (£70/€100 on Spanish & Irish services) applies for the carriage of all hazardous goods in Stowage Categories A, B or C, irrespective of quantity. For Stowage Category D or E, please contact our freight sales department.

All hazardous shipments must be pre-advised to the Sea Carrier's booking office and port office at least 24 hours prior to sailing. This prior notice (please

refer to the General Conditions) shall contain all necessary information, in accordance with the applicable regulations. The carriage of Class I goods is subject to special operational conditions, details and prices of which are available on request. Class VII goods are not carried on our services.

### **7. Abnormal or Heavy Loads**

For Abnormal loads (Vehicles wider than 2.60 metres and/or longer than 19 metres and/or higher than 4.20 metres) tariffs are in accordance with the Sea Carrier's Abnormal Load Table. Surcharges apply to Vehicles whose weight exceeds 50 tonnes on Spanish or Irish services or those exceeding 75 tonnes on cross-Channel services. Where a Vehicle's dimensions require the ship to be turned for loading or offloading, a further charge will be applied. Details are available from the sales office. A prior notice is requested (please refer to the General Conditions).

### **8. Live animals**

The shipment of live animals incurs a surcharge of 25% to the standard tariff and is subject to strict procedures, including the provision of a journey plan by the Shipper to the Sea Carrier. Such shipments remain subject to the Sea Carrier's General Conditions for the carriage of freight. The Sea Carrier systematically passes all relevant documentation to the competent authority (DEFRA), in order to ensure that everything conforms to the legislation in force. A prior notice is requested (please refer to the General Conditions). Details are available from the Sea Carrier's freight commercial department.

### **9. Domestic pets**

The carriage of domestic pets under the Pet Travel Scheme (PETS) is prohibited when travelling on a freight ticket. Under certain circumstances, pets may be carried outside the scope of the PETS scheme. Further details are available from our sales office.

### **10. Insurance charge**

The Sea Carrier offers to cover the Vehicles and their cargo during the carriage by sea under an insurance policy. This cover is provided at a charge of £4 (€6) per Vehicle each way. For high value or Abnormal loads/Heavy loads, special insurance arrangements may be offered. Details are available on request.

### **11. Parking**

Parking time in port areas is limited. Some port authorities may impose parking charges. Details are available from ports concerned.

### **12. Third party sea freight**

Rates apply solely to Vehicles operating directly on behalf of the Shipper. This includes bona-fide sub-contracted transport but specifically excludes the sale of sea-freight alone to third parties. Any breach of this part of the commercial agreement between the Sea Carrier and the Shipper will result in the instant closure of the account. All outstanding sums whether invoiced or not, will immediately become due.

### **13. Ancillary Port Charges**

The local port authority/stevedoring company may raise labour charges in the event of a Vehicle being required for inspection by statutory authorities. Lifting, crane, parking and demurrage costs and all supplementary dock charges are excluded from the rates. The Shipper will be liable for these costs and invoiced by the port authorities.

### **14. General**

The Sea Carrier reserves the right to alter or modify its Timetable, Vessels, Rates at any time without notice.

Roscoff, 1<sup>st</sup> January 2017

