



These General Conditions of Carriage are the conditions on which Ports Direct Limited carries any person and their property and these conditions shall apply to each travel document issued by Ports Direct Limited and each contract to carry any person entered into by Ports Direct Limited. Any person who travels on a Ports Direct Limited transfer shall be considered to have agreed to be carried on these General Conditions of Carriage.

## 1. INTERPRETATION

### 1.1 Definitions

In these General Conditions of Carriage, the following words shall have the following meanings:-

**"coach"** means the coach, taxi or other road vehicle or other means of transport provided by us, or any other carrier on which you are travelling;

**"hub or coach hub"** means the station or pick up point where you collect the coach transfer to the destination address.

**"journey"** means each journey you are entitled to make on a transfer as set out in your travel document;

**"luggage"** means any property which you bring onto a coach, including any property carried on your person;

**"transfer"** means any journey to be made by a taxi and/or coach provided and arranged by us or on our behalf for the purpose of carrying persons and their luggage.

### 1.2 References

In this Agreement, a reference to the singular shall include the plural and vice versa.

**"station"** means any coach or railway station or air or sea port or stop where a transfer is to be joined or left or through which a transfer may pass;

**"travel document"** means any travel document issued by us or on our behalf, which sets out our agreement to carry or arrange for the carriage of any person, including the transfers on which travel is permitted and the fare payable.

**"we", "us" and "our"** refers to Ports Direct Limited, a company registered in England and Wales, with registered number 5988083, and whose registered office is at 1 Royal Terrace, Southend-on-Sea, Essex SS1 1EA

**"working day"** means a day other than a Saturday or Sunday on which the clearing banks in England and Wales are open to the public for the transaction of business;

**"you"** means the person who we have agreed to carry or arranged to be carried, being the person who purchased a travel document or for whom a travel document was purchased, or any person who travels on a transfer with or without a travel document.

**"Special Conditions"** means any additional or special condition relating to a particular travel document or the method of delivery of a travel document (including any restrictions as to the transfers, dates, days of the week, and times in the day on which travel is permitted only and conditions to advance bookings) as set out in any notices, offers or publications from ourselves. For example,

## 2. CARRIAGE TRANSFERS

### 2.1 Our agreement to carry you:

We agree to carry you and your luggage on the journey permitted by your travel document, on and subject to these General Conditions of Carriage and any Special Conditions applicable to your travel document. The applicable Special Conditions shall take precedence over these General Conditions of Carriage.

### 2.2 Carriage of children and young persons:

We will not be obliged to carry any child under 14 years of age unless that child is accompanied by a responsible person aged 16 or over.

**(a) Free travel for children:** To qualify for a free child travel the child may sit on a parents/adults lap up to the age of 5 years old and travel free of charge on our transfers. If a seat is available during the transfer, the child may sit on the seat until the seat is required by a fee paying passenger, and then the child must vacate the seat and sit back on an adults lap. If a request is made for the provision of an individual seat for a child then the seat will be charged at full price.

**(b) Child Seats:** Ports Direct do not supply child seats. You may provide your own child seat at your own risk. You will be responsible for strapping the seat in securely and also taking the child seat off the vehicle at the destination. Ports Direct cannot keep the child seat onboard any of its vehicles ready for the return transfer. If a child is strapped into a child seat and occupying a passenger seat, then that seat will be charged full price.

### 2.3 Your travel document:

Special Conditions apply to Concessionary Fares, holiday package deals, reduced and discounted fare travel documents, promotional travel documents and special offers and eTravel documents;

Your travel document is a record of our agreement to carry you or to arrange for your carriage. Your travel document is our property, and shall be returned to us on request. If your travel document was purchased by someone else, you agree that such person purchased the travel document as your agent. A travel document may only be used by the person(s) named in it or for whom it has been purchased, and may not be transferred to or used by anyone else.

### 2.4 Validity of your travel document:

**(a) Travel permitted by your travel document:** Your travel document permits you to make the journeys and travel on the transfers stated on the travel document, subject to any restrictions or statements as to the transfers, dates, days of the week, and times within a day on which you may travel, set out on the travel document or in any Special Conditions applicable to the travel document. Travel at any other time is not guaranteed.

**(b) Expiry of your travel document:** When your travel document expires, it is no longer valid for travel. However, if your travel document expires during any journey you are making, then if your travel document was valid at the time your journey commenced or

should have commenced, its validity will be extended to allow you to complete your journey.

## 2.5 Confirmed bookings:

**(a) Make a booking:** If you wish to reserve a seat on a particular transfer you must make the booking before your required departure date. All bookings are honoured when booked before the cruise is closed for planning at 30 days prior to departure. You will not be given a booking if no seats are available on the transfer within 30 days of the cruise departure. A confirmed booking does not guarantee you a particular seat on a coach and we may alter the seat which may be assigned to you at any time.

**(b) Cancelling or changing your booking:** You may cancel or change your booking, by notice to us. However, cancellation and changes to confirmed bookings after the departure of your required transfer shall be considered to be a cancellation of the travel document and section 6.7 for cancellation charges applies.

**(c) Administration Charge:** We may charge a £20 administration fee for making, changing, or amending your booking after the travel document has been issued.

## 2.6 Amendments to your travel document:

**(a) Permitted amendments:** Subject to any Special Conditions applicable to certain travel documents, you may request the following amendments to your travel document once it has been issued: an amendment to the departure and/or destination(s) of the travel document (provided that you still travel on the same transfer and not any other transfer).

**(b) Time limit for making alterations:** If you wish to make any amendments, you must request these amendments at least 30 days prior to the departure of the transfer on which you are to make the first journey permitted by your travel document, otherwise the amendment may be treated as a cancellation and a new travel document issued.

**(c) How amendments/alterations may be made:** Amendments to travel documents may only be made by our offices via our customer transfer telephone line on 08705 502069. A £20 administration fee may be charged for amending a travel document.

**(d) Effect of amendment:** An amendment to a travel document shall constitute an amendment to our contract with you. If the published fare payable for the travel document as amended would be more than the fare already paid for that travel document, then an additional fare will be payable for the difference, but the fare already paid by you will not be refunded except in accordance with any refunds expressly allowed under these General Conditions of Carriage.

## 3. PASSENGER RESPONSIBILITIES

### 3.1 You must check your travel document:

You must check your travel document for errors as soon as you receive it. If your travel document was issued to you in person from our offices or agents, then you should check your travel document at that time and bring any errors immediately to the attention of the person who issued the travel document to you. If your travel document was delivered to you by post or any other method, then you must inform us of any errors no later than 2 working days after you receive your travel document and in any event prior to the stated departure time of the transfer.

### 3.2 You must travel with your travel document:

You must take your travel document with you whenever you travel on a transfer, and you must produce your travel document for inspection when asked. If you do not take your travel document with you when you travel, or do not produce your travel document when asked then you may be considered to have travelled without a travel document.

### 3.3 You must travel with a valid travel document:

**(a) Travel without a valid travel document:** You must travel with a valid travel document. You will be considered to have travelled without a valid travel document if you travel without a travel document at all, or you travel with a travel document which you are not entitled to or you travel without a travel document which you have purchased, or you travel on any transfer on which your travel document does not permit travel, or you travel in breach of the General Conditions of Carriage or any Special Conditions applicable to your travel document, or you travel after the expiry date of your travel document, or you travel further than your travel document permits, or you travel with a travel document which is declared by these General Conditions of Carriage or any Special Conditions to be invalid.

**(b) Effect of travelling without a valid travel document:** We may not allow you to board a transfer if you do not have a valid travel document or suitable ID. If you do travel on any transfer without a valid travel document, you shall leave the transfer when asked, and we may remove you from the coach if you refuse.

**(c) Fraudulent eTravel documents:** If we have reasonable grounds for considering that an eTravel document has been fraudulently used, we reserve the right to confiscate the eTravel document and prevent you from travelling on our transfers. You shall not be entitled to a refund in respect of any eTravel document confiscated in accordance with this Clause, and we shall have no further obligations or liability to you.

### 3.4 Care of your Travel document:

You must take care of your travel document.

**SPOILED OR TAMPERED TRAVEL DOCUMENTS:** IF YOUR TRAVEL DOCUMENT IS SPOILED OR TAMPERED WITH, IT WILL BE INVALIDATED, AND IF YOU TRAVEL WITH IT, YOU WILL BE CONSIDERED TO HAVE TRAVELLED WITHOUT A TRAVEL DOCUMENT. IF YOUR TRAVEL DOCUMENT IS SPOILED OR TAMPERED WITH BEFORE YOU TRAVEL, THEN WE MAY REPLACE YOUR TRAVEL DOCUMENT IF YOU ASK FOR A REPLACEMENT A REASONABLE TIME BEFORE YOU ARE TO TRAVEL, AND YOU PROVIDE US WITH PROOF OF YOUR PURCHASE, YOUR IDENTITY, AND A REASONABLE EXPLANATION AS TO WHY YOUR TRAVEL DOCUMENT WAS SPOILED OR TAMPERED WITH. WE MAY REFUSE TO REPLACE YOUR TRAVEL DOCUMENT IF IT IS REASONABLE TO DO SO. WE MAY CHARGE YOU A £20 ADMINISTRATION FEE FOR REPLACING YOUR TRAVEL DOCUMENT.

### 3.5 Make sure you are on the correct transfer:

You are responsible for making sure that you meet any transfer on which you are travelling at the relevant boarding point and for getting-off the transfer at the right destination.

### 3.6 You should arrive at the boarding point at least 10 minutes before departure:

**(a) Arrival:** You should arrive at the boarding point for a transfer at least 10 minutes prior to the timetable departure time for that transfer.

**(b) Effect of late arrival:** We may give your seat to another passenger if you arrive later than the scheduled departure time, in which case you will be considered to have missed the transfer. We shall not be liable to you if you miss any transfer as a result of your late arrival, and shall not be obliged to hold up any transfer to wait for you, or to provide a seat on any other transfer, if you miss a transfer. You must call the emergency telephone number on your travel document if you are likely to be late for the transfer departure then allowances may be made accordingly.

### 3.7 You must allow sufficient time for connections:

You must allow plenty of time for a private transfer to arrive in time to connect with any of our transfers:

**(a) Other Forms of Transport:** You must allow plenty of time for a transfer to arrive in time to connect with other forms of transport

provided by other carriers on which you are planning to travel. Where such other form of transport involves train travel we recommend you allow at least 30 minutes before your train is due to depart;

**(b) Transfer of Luggage:** If you have to change from one coach to another you will be responsible for transferring yourself and your luggage between coaches, unless other arrangements have been made. Drivers are obliged to help with luggage when no more than 20kg per piece of luggage.

### 3.8 Mid-journey refreshment breaks:

If a short halt is made on a transfer for toilets or refreshments, you must return to the coach punctually within the time allowed for the halt. We shall not be obliged to hold up the coach to wait for you, and we shall not be liable to you if you miss the coach because you return later. We will not reimburse any additional costs you may incur as a result of you missing the coach.

### 3.9 Joining and leaving a transfer:

You may not board or leave any transfer except at the starting, or finishing, point of your journey, save for any mid journey refreshment break permitted in Clause 3.8 above.

### 3.10 Emergency Contact:

In emergencies we recommend that you call the helpline telephone number displayed on the travel document. If you booked through an agent you should contact them via the emergency number they have issued you if for some reason you can't contact our emergency telephone number.

### 3.11 Breach of conditions applicable to your travel document:

If you fail in a material respect to comply with any condition that governs your travel document, we may cancel the travel document, and refuse you further carriage, without any obligation to refund the fare or other liability to you.

## 4. PRICE AND PAYMENT

The price for the transfer will cover transfer details as set out in the travel document and is inclusive of:

- (a) All parking charges and road tolls.
- (b) The costs of additional mileage or time incurred in operating the transfer.
- (c) Any value added tax or other applicable sales tax or duty.
- (d) Single passenger supplement charges. The single passenger supplement charge is approx 50% added to the coach cost part of the journey.

### 4.1 Making payments

All payments to be made by the Customer under the Agreement shall be made in full on the due date without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.

### 4.2 Late payments by credit account agents

If any sum payable under the Agreement is not paid when due, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 4 % per month over Barclays Bank plc base rate from time to time. Payment of such interest shall be without prejudice to Ports Direct's rights under the Agreement. Ports Direct shall in addition be entitled to suspend performance of the Services until the outstanding amount has been received by Ports Direct from the Customer.

## 5. PORTS DIRECT RESPONSIBILITIES

### 5.1 Our obligation to carry you:

It is our obligation to carry you and your permitted luggage on the journeys permitted by your travel document, on and subject to these General Conditions of Carriage and any Special Conditions. We will make reasonable efforts to carry you with the minimum discomfort and inconvenience.

### 5.2 We will not carry animals:

We will not carry dogs or any other animals (other than guide dogs accompanying registered blind persons, and hearing dogs accompanying deaf persons) on any of our transfers.

### 5.3 Timetable of Transfers:

The running times of any transfer are only stated approximately and we will use reasonable endeavours to minimise any disruption to your journey. In the event that our transfers are delayed or cancelled we will notify you of the delay and any alternative timetable as soon as reasonably practicable.

### 5.4 Our right to cancel:

We reserve the right to alter any timetables or suspend, cancel or withdraw transfers, or terminate a transfer once it has commenced, without notice whether before or after you have made a booking on the transfer, and to substitute an alternative transfer.

### 5.5 Our liability for cancellations and withdrawals of transfers:

#### (a) Our liability is limited to what is stated in these Conditions:

Except as provided in these General Conditions of Carriage, we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation or withdrawal of any transfer by us, or any delay to any transfer, or termination of any transfer.

**(b) No liability if you have no confirmed booking:** If we cancel or withdraw a transfer before it has commenced and you do not have a confirmed booking on it, we shall have no liability to you.

**(c) Cancellation before transfer has begun:** If we cancel or withdraw a transfer before it has commenced, otherwise than due to a circumstance beyond our reasonable control, and you do have a seat reserved on it, our liability will be at our option to:-

(i) carry you on another transfer with available seats and where necessary extend the validity of your travel document;

(ii) make suitable alternative arrangements to carry you to your destination on another coach, or other mode of transport as we deem fit; or

(iii) cancel the travel document, and allow you to claim a refund of the full amount of the fare, if no portion of the travel document has been used, or if the outward part of a return travel document has been used, 50% of the fare.

**(d) Cancellation after transfer has begun:** If a transfer on which you are travelling commences and is terminated before reaching your destination, other than for a reason outside our control, our liability will be at our option to:-

(i) make suitable alternative arrangements to carry you to your destination, such as another transfer, carrier, coach, train, private car, or taxi, which you shall not unreasonably refuse; or

(ii) provide a substitute coach, which may lack all of the advertised facilities;

### 5.6 We have no liability for circumstances beyond our control:

We shall have no liability for any delay or failure to carry you, or for breach of contract, where caused by a circumstance beyond our reasonable control. The following shall be considered to be circumstances beyond our reasonable control: war or threat of war,

accidents causing delays on the transfer route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests of the police, customs or other government officials and security transfers, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/industrial action, riot or local disturbance or unrest, problems caused by other customers, bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety.

#### 5.7 Our maximum liability to you:

Our maximum liability to you for any reasonable and foreseeable loss, damage or liability (including but subject to the limitation set out in Clause 7.11 for loss or damage to your luggage) which you may suffer or incur as a result of our failure to carry you, our delay in carrying you, breach of our contract to carry you, our negligence in connection with carrying you, or the deliberate or negligent acts or omissions of any of our officers, employees, agents, representatives or sub-contractors, shall be limited to an aggregate of £500.

#### 5.8 Death and Personal Injury:

We do not exclude or limit our liability for death or personal injury resulting from our negligence, nor where you deal as a consumer exclude your statutory rights.

### 6. REFUNDS

#### 6.1 What refunds are allowed:

You are not entitled to cancel your travel document, and we shall not be obliged to refund to you any fare for your travel document in any circumstances, except for any refunds expressly allowed in these General Conditions of Carriage or any Special Conditions.

#### 6.2 Refunds for full fare travel documents where you do not wish to use the travel document:

If your travel document is for a single or return journey, and a refund is not prohibited by any Special Conditions, we will make refunds in relation to the fare you paid for that travel document if you comply with the provisions set out in Clause 6.7 below subject to it being cancelled before the time of travel.

#### 6.3 Time Limit:

We will not make any refund unless you cancel your travel document as per section 6.7(c) prior to the departure time shown on your travel document. If due to any medical reason you are not able to do this, we will still give that refund if you can provide proof of your inability to travel (such as a medical certificate).

#### 6.4 Refunds for delay or cancellation of transfer:

If the coach you were booked to travel on is delayed or cancelled or there are insufficient seats and as a consequence you reasonably decide not to travel, you may claim a refund if you return the travel document to either the office or agent where you bought it or the Refunds Department in accordance with the general rules set out in Clause 6.7 below. If you have used the outward part of a return travel document we will refund 50% of the return fare.

#### 6.5 Telephone Booking:

Where you have purchased travel documents via the telephone booking office you are entitled to a refund subject to you complying with the general rules for refunds set out in Clause 6.7 below. You can cancel the travel document by telephoning the travel document sales office, quoting your booking reference number.

#### 6.6 eTravel documents:

Where you have purchased a eTravel document from the internet you are entitled to a refund subject to you complying with the general rules for refunds set out in Clause 6.7 below.

#### 6.7 General rules for refunds:

In any case where we are obliged to provide a refund, we will only be obliged to give you that refund on the following conditions:-

**(a) You must make the refund claim:** You must make your claim for a refund yourself and if asked you must provide reasonable proof of your identity and purchase. If you have a travel document which covers more than one person, the claim for a refund must be made by all of those persons at the same time. You are only entitled to a refund if you have paid the fare which is being refunded.

**(b) Time Limits:** Your claim for a refund must be made no later than 31 days prior the date on which your travel document is valid for travel.

Cancellation Notice (Prior to travel date)	Charge
31 days or more	25%
1 – 30 days	100%

**(c) You must return your travel document:** When making your claim for a refund, you must return your travel document to us no later than 28 days after you cancelled your travel document and made your claim for a refund. We will not be obliged to give you a refund until we have received your travel document.

**(d) Effect of refund:** If we give you a refund, then your travel document will be cancelled, and we shall have no further obligation to carry you under that travel document.

### 7. LUGGAGE

#### 7.1 Permitted Luggage:

We will carry your luggage on and subject to these General Conditions of Carriage and any applicable Special Conditions. You are allowed to take onto a transfer one large sized suitcase or rucksack (no more than 20kg per item) and one small piece of hand luggage. In this context, hand luggage means something that is capable of fitting in an overhead luggage rack or under seats. We shall have no obligation to carry luggage in excess of the permitted amount. We may agree to carry additional luggage subject to available accommodation and pre booked. If we agree to carry any particular luggage on any journey this does not mean that we have agreed to carry that luggage on any subsequent journey you make unless pre booked. Drivers will load your luggage on or off coaches except where in the reasonable opinion of the driver, your luggage exceeds the recommended weight, whereby you will be responsible for the lifting of your luggage, on or off the vehicle. All additional luggage must be pre booked prior to any transfer being closed for route planning 30 days prior to outbound journey.

#### 7.2 Prohibited contents:

**(a) Prohibited luggage:** We are not obliged to carry any of the following items of luggage, and you may not bring them onto any coach without our permission: any weapons, drugs or solvents (other than medicines), live or dead animals, fish or insects, battery powered wheelchairs / disabled scooters, prams, non folding pushchairs, non-folding bicycles and surfboards, or any items which are in our opinion are unsafe, or may cause injury or damage to property, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any item over 20kg in weight.

**(b) What happens if you take prohibited luggage:** If you take any of these items onto any coach, we may remove them from the coach immediately on discovery, and leave them outside the coach,

wherever they may be situated. If you have any doubts as to whether we will carry any particular item, you should obtain our written confirmation before purchasing your travel document. If you take any prohibited items of luggage onto a coach or into a station, we shall not be liable for any loss or damage occurring to such items for any reason whatsoever.

### **7.3 Packing and identification of luggage:**

You must pack all of your luggage safely and securely, and lock and fasten it, with a view to protecting your luggage from loss, damage or interference, and to protecting any other property on a coach from being damaged by your luggage. All luggage which is given into our custody should be clearly and appropriately labelled and include a contact telephone number where possible. We will not be obliged to carry any luggage which has not been properly packed or labelled.

### **7.4 Inspection of luggage:**

We shall be entitled to inspect all of your luggage, for the purpose of ensuring compliance with the above requirements. We shall not be obliged to carry you or your luggage, and shall be entitled to remove you from any coach, if you refuse to submit luggage to a search.

### **7.5 Storage of luggage:**

All luggage other than hand luggage will be stored in any hold or other storage compartment on the coach, and not in the passenger compartment of the coach.

### **7.6 Getting the luggage onto a transfer:**

Drivers will load and unload luggage, except as described in 7.1 but it is your responsibility to see your luggage put on and taken off a coach. Except for any luggage stored in the hold of a coach, you must also look after your luggage at all times, including at any station and your hand luggage whilst on a coach.

### **7.7 Small valuables and important items:**

Small valuable items should not be stowed in the luggage hold under any circumstances but should be taken on board a coach as hand luggage. Small valuable items includes money, medication, jewellery, precious metals, laptop computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports, visas, travel documents and identification documents. Small valuable items may be placed in the overhead racks or under your seat, but should not be left unattended by you. Where possible, small valuable items should be carried on your person.

### **7.8 Lost Luggage:**

#### **7.8.1 Our liability for lost luggage:**

If you leave behind or lose any of your luggage on a coach we shall take reasonable care of that luggage.

#### **7.8.2 We will store lost luggage:**

If we find any of your luggage on a coach, we will store it at such location as we may decide, but all such storage will be at your risk. We may charge you a reasonable administration fee for the storage and return of your lost luggage.

#### **7.8.3 Our right to dispose of lost luggage:**

If you have not collected your lost luggage within 1 month of our receiving or finding it, we may dispose of your luggage in any manner we wish, including by destruction or sale, and we shall be entitled to keep any sale proceeds. We shall be entitled to open and examine any left or lost luggage. If there are any items which we consider are dangerous or perishable or otherwise unsuitable for

storage, we shall be entitled to dispose of those perishable items within 48 hours of our receiving or finding such items.

### **7.8.4 You must hand over lost luggage of other people:**

If you find any property of any other person on any coach, you must hand it over to us immediately.

### **7.9 Notification of loss or damage:**

If during any journey you should lose any of your luggage or any of your luggage is damaged you must notify a member of our staff as soon as possible after you discover the loss or damage. You must confirm any loss or damage of your luggage within 72 hours after the end of your journey by writing to the Lost Property Department at Ports Direct Limited, 22 South Street, Rochford, Essex SS4 1BQ or email us at [info@portsdirect.co.uk](mailto:info@portsdirect.co.uk) or any other advertised address for the purpose. If you do not notify us of any loss or damage to your luggage as required, then we will not be liable for that loss or damage.

### **7.10 Our liability for loss or damage to Luggage:**

Your luggage shall be at your risk at all times, and we will only be liable for any loss of or damage to your luggage caused by our negligence. Our maximum liability to you for any loss of or damage to your luggage, whether for breach of contract, breach of any duty of care in relation to the luggage, our negligence, or any deliberate or negligent acts of any of our employees, agents or representatives, shall be limited to £250 for all such loss or damage. You should insure your luggage with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

## **8 PASSENGER BEHAVIOUR**

### **8.1 Required behaviour and prohibited behaviour:**

You shall behave in a reasonable, sensible and lawful manner on a coach and at any station, comply with any request from a member of staff concerning the availability of certain seats reserved for disabled passengers, use mobile phones considerately with the comfort of other passengers in mind and you shall not: be abusive or threatening to any staff or any other person; or conduct yourself in a way which may endanger yourself, any coach or station or any person or property on board any coach or at any station; or obstruct any driver, crew, officer or staff in the performance of their duties or fail to comply with their instructions; or behave in a manner which causes discomfort, inconvenience, damage or injury to other persons; or obstruct or allow any of your luggage to obstruct any aisle or emergency exit; or play any radios, cassette or CD players, personal stereos, musical instruments or radio or electronic devices that are audible and distracting or annoying to any person or which interfere with or render less audible any public address system or other equipment, or take onto any coach or into any station any alcoholic drinks or drugs (other than prescribed medicines) for the purpose of consuming them, or consume them on any coach or in any station, or consume or take any hot food onto the coach, such as chips, or other takeaway foods; or board any coach whilst under the influence of alcoholic drinks or drugs; or smoke; or board any coach whilst you are seriously ill or suffering from any serious contagious illness.

### **8.2 Food and Drinks:**

Customers are welcome to bring on board the coach hot drinks, provided they are fitted with a safety lid to avoid spillage, cold non alcoholic drinks and cold food.

### **8.3 Consequences of bad behaviour:**

If you fail to comply with any of the behaviour rules in Clause 8.1, or we have reason to believe you may continue any conduct in breach of those behaviour rules, we shall be entitled to restrain you, remove you from the coach or station, refuse you further carriage, cancel your travel document without refund, and take any other measures as we consider necessary to prevent continuation of such conduct.

#### 8.4 Our liability for behaviour of other passengers:

Whilst we will use our reasonable efforts to control the behaviour of other passengers on a coach or at a station, we will not be liable to you for any act or omission of any other passenger on a coach or at a station.

### 9 GENERAL

#### 9.1 Governing Law:

Your travel document, the contract with us to carry you, and any carriage we provide to you shall be governed by English law, and the English courts shall have exclusive jurisdiction. However, if a journey you are making commences and terminates wholly within Scotland, then your travel document, your contract with us to carry you, and any carriage we provide to you, shall be governed by Scottish law, and the Scottish courts shall have exclusive jurisdiction.

#### 9.2 Severability:

Each of the provisions of these General Conditions of Carriage shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from these General Conditions of Carriage, and the remaining provisions of these General Conditions of Carriage shall continue in full force and effect and be amended as far as possible to give valid effect to the intentions of the parties under the severed provision.

#### 9.3 Your personal data:

Your personal data (including details of and copies of your travel documentation) given to us by you or our agents or representatives may be kept on record by us, and used and disclosed by us for the purposes of administering your travel document, purchasing travel documents for your carriage by carriers other than us, make a confirmed booking for you for travel on any transfer, administering, performing and exercising any rights under your carriage contract with us, these General Conditions of Carriage and any Special Conditions, and complying with any legal obligations we may have to make available such data to government agencies or other persons in connection with your travel. In carrying out this purpose, we may disclose your personal data to our own offices, our agents and representatives, sub-contractors, government agencies, and any other carriers. You consent to this receipt, use, disclosure and transfer of your personal data.

#### 9.4 Amendments and waivers:

None of our employees, agents, or representatives, has authority to alter, modify or waive any provision of these General Conditions of Carriage or any Special Conditions.

#### 9.5 Third Party Rights:

Unless otherwise stated in these General Conditions of Carriage, no person other than you and us shall have the benefit of or be entitled to rely upon or enforce any term of these General Conditions of Carriage or any other term of the contract to carry you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

### 10. TRAVEL OPTION DEFINITIONS

**Please note that eTravel documents (on-line bookings) must be made 30 days prior to the cruise sailing date.**

#### Hub-To-Port Service

Passengers make their own way to one of Ports Direct's 71 coach hubs situated at convenient locations throughout England and Wales. From the coach hub, an executive standard coach will transport you in comfort to your cruise's port. Coaches used for the hub to cruise port transfers are executive standard and fitted with on-board Video/DVD and WC (whenever possible) for passenger comfort. Vehicle size dependent upon the

number of passengers to be transported to the cruise ship. In cases of smaller vehicles being used, these may not have executive coach facilities such as toilet, reclining seats or drinks machine.

#### Door-To-Door Service

Our Door-To-Door Service provides a complete, hassle free, transport solution for your cruise. You will be picked-up from home and driven to your local coach hub, from there an executive standard coach will transport you in comfort to your cruise's port.

#### VIP Door-To-Door Service

Our VIP service offers you a premium, luxury, vehicle to collect you from your home. Our chauffeur will assist you with your luggage and transport you to our coach hub in plenty of time to board our executive coach.

#### MPV Door-To-Door Service

Our MPV service allows groups of up to 5 people to be picked-up from home and taken to the coach hub in a spacious MPV in one convenient journey.

#### 11. Waiting Time allowance at port:

If a ship's arrival is delayed from arriving at the port as scheduled, Ports Direct will allow the first 3 hours waiting time free of charge. For every hour waiting time thereafter a charge of £10 per hour will be charged per booking. Each charge will start immediately a new hour begins.

