

Terms & Conditions for the carriage of Persons and Vehicles by King Harry Steam Ferry Co Ltd (Company number 4164670)

2 Ferry Cottages, Feock, Truro, Cornwall TR3 6QJ

1. Interpretation

1.1 In these terms and conditions when we use any of the terms "we", "us" or "our", we are referring to King Harry Steam Ferry Co Ltd, together with, where applicable, all employees of that company.

1.2 When we use either of the terms "you" or "your", we are referring to you and all of the people who will travel on the King Harry Ferry. These terms apply to all such persons.

1.3 When we use the term "ferry", we are referring to the King Harry Floating Bridge.

1.4 References to the "Athens Convention" relate to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. http://www.imo.org/Conventions/contents.asp?topic_id=256&doc_id=663

2. Timetables

2.1 Timetables are published annually, though we reserve the right to vary or change timetables from time to time without prior notice.

2.2 It is your responsibility to check timetables and ferry status on the day of travel.

2.3 While we try to ensure that all prices, times and dates quoted by our website or publications are accurate, errors may occur.

2.4 During busy times there can be occasions when the ferry becomes full and you will have to wait for the next crossing.

3. Tickets

3.1 Tickets may be purchased on the ferry by cash, cheque, debit or credit card. Some tickets may be available through third party agents and payment of these is subject to the terms and conditions of that particular agent.

3.2 All tickets must be paid for in full at time of purchase.

3.3 Tickets are only valid for travel on the day of issue with the exception of the Fal Mussel Card Visitor and Fal Mussel Card Local.

3.4 Return journeys on return tickets must be taken on the day of issue. Open return tickets are not available and in this case two single tickets must be purchased.

3.5 Space on the ferry is not pre-bookable. The ferry is boarded on a first come first served basis by a queuing system on the roads leading to the slipway.

3.6 No provision can be made for groups of cars travelling together. We are unable to move vehicles up and down the queue to allow groups to travel together and the ferry will still be loaded in the order of vehicles in the queue.

3.7 We will not be responsible for any lost, stolen or destroyed tickets and no refunds will be made in respect of these.

3.8 If you are towing a trailer or caravan, a separate ticket must be purchased for the towed item.

3.9 Please see separate Terms & Conditions for passengers who are holders of the Fal Mussel Card Local or Fal Mussel Card Visitor.

4. Cancellations and delays

4.1 We reserve the right to cancel/delay sailings due to weather and circumstances beyond our control.

4.2 On occasions it is necessary to carry out routine maintenance on the ferry. We will do our utmost to give prior warning of times when the ferry will not be running due to maintenance being carried out.

4.2 We will endeavour to give warning to return passengers if the service may have to stop due to weather on that day, however we accept no responsibility for passengers who

are unable to make their return journey due to cancellation because of weather or other circumstances beyond our control.

4.3 In the event of a crossing being cancelled by us, we will refund the proportional value of any unused ticket purchased for that day, excluding Fal Mussel Cards.

4.4 We are unable to offer refunds on any tickets other than those referred to in 4.3

4.5 We will endeavour to keep the live Ferry Status up to date on the website www.falriver.co.uk/ferryapp but no responsibility is taken for changes between reading and travelling.

5. Access, Bikes, Children and Animals

5.1 The ferry is located at the bottom of a road with a low narrow bridge and tight turning at the bottom. Vehicles above 12'3" high will not be able to get under the bridge.

5.2 Vehicles above 16 tons fully laden are unable to travel on the ferry due to weight restrictions.

5.3 Coaches and buses above 20 seats are unable to travel on the ferry due to size and weight restrictions.

5.4 There is no parking or waiting allowed on either slipway leading to the ferry.

5.5 You must observe the road markings on the roads leading to the ferry. There is to be no stopping in any of the yellow boxes as this will impede vehicles leaving the ferry.

5.6 When boarding the ferry, the traffic light system must be observed. You must drive slowly and carefully onto the ferry and follow the directions of the ferry staff who will direct you to your stopping place.

5.7 Bikes may be taken on board but, as the slipway can get slippery, you must dismount and walk your cycle onto the ferry once directed by the ferry staff.

5.8 Pedestrians may use the ferry but must wait at the top of the slipway to one side until directed to board by the ferry crew. Care must be taken as the slipway can get very slippery, especially at low tide.

5.9 Please make sure that you have your fare/card/ticket ready to pass to the ferry crew when asked.

5.10 Once you have parked and the ferry has started moving you are free to walk around on deck.

5.11 Children must be supervised by a responsible adult at all times.

5.12 Dogs may be removed from vehicles but must remain on a lead at all times. Animals are carried in any event at the risk of their owner or, if the owner is not the person bringing them aboard a ferry, at the risk of the person who does. Such person(s) shall be responsible for any loss or damage caused by the animal(s) to the ferry, our equipment and furnishings or the person or property of other passengers and all expenses arising there from or from our employees or sub-contractors.

5.13 All passengers must ensure that they return to their vehicles in good time to leave the ferry when directed.

5.14 You must wait until you are directed to leave the ferry. Vehicles may not be released in the same order they were loaded as the ferry crew may wish to unload large vehicles last.

6. Emergency Vehicles

6.1 Priority will be given to emergency vehicles wishing to use the ferry. In the event of blue lights, the ferry will make its way immediately to the side where the emergency vehicle is waiting. This may mean that the ferry needs to change direction mid river or stop loading/unloading immediately. Vehicles will be unable to board/leave the ferry until the emergency vehicle has completed its journey and left the ferry.

7. General

7.1 When leaving your car please be aware we accept no responsibility for lost, stolen or damaged belongings.

7.2 We reserve the right to refuse passage to any person, who, in our reasonable opinion, is deemed unfit to travel, including those under the influence of alcohol and drugs. We ask all our passengers to respect other passengers and crew and not to use language that could be perceived as threatening or rude. Any passenger who is causing a nuisance or disturbance will not be carried again and in certain circumstances we reserve the right to request police involvement.

7.3 You shall, for the safety of yourself and all other passengers and crew, comply with all reasonable instructions and directions given by our staff and crew, before, during and at the end of your journey.

7.5 We operate a strict no smoking policy on the ferry.

8. Our Liability

8.1 The Athens Convention applies to your travel and that of any other passengers to whom your booking applies and operates to limit our liability to you and any such person(s) during a "period of carriage", which is defined by the Athens Convention (and which varies, depending on whether it is being applied to you, to other relevant passenger(s), or to luggage, vehicles or other property).

8.2 Our liability to you and to any other passengers travelling under your booking in respect of any:

8.2.1 death or personal injury; and

8.2.2 loss of or damage to property which occurs during this period of carriage,

8.3 shall in no event exceed the appropriate limits set out in the Athens Convention; as such limits may apply from time to time in England and Wales.

8.4 Our employees shall not be liable to you for any loss arising from any act, neglect or default by them while acting in the course of their employment or in providing services. They will benefit from all legal defences and protections available to us and we will act on their behalf in relation to this.

8.5 Our employees and agents have no authority to waive or vary any of these terms and conditions.

8.6 These terms and conditions shall be governed by and construed in accordance with the English law.

Additions to the Terms and Conditions for Fleet Card Holders Only

9. Fleet Card Holders Only

9.1 Fleet Cards are for use on the King Harry Ferry only and for vehicle use.

9.2 Fleet cards will be withdrawn by the King Harry Steam Ferry Company at any time if they feel or suspect that they have been misused or accounts have not been kept in accordance with the Terms and Conditions.

9.3 It is the Account Holders responsibility to keep all cards safe and keep records of all card holders (we strongly recommend you write the Company name on all cards). King Harry Steam Ferry Company will not be held liable for any loss of cards and cannot cancel cards. It is also recommended that any cards no longer required are destroyed.

9.4 Criteria for fleet cards are that all account holders must be trading as a business and have over 4 vehicles.

9.5 Passes are non transferable.

9.6 Fleet Cards are for non commercial vehicles only; Commercial vehicles over 3.5 tons are subject to VAT and require separate commercial tickets.

9.7 Increase in tariffs will also be reflected in Fleet Cards and will be applied with out prior consultation with the account holder.