

Terms and Conditions of Carriage

1. GENERAL INTRODUCTION

The following Terms and Conditions together with the Booking Information and the Passenger's Booking Form form the basis of the Passage Contract with the Carrier. Passengers are carried exclusively in accordance with the Passage Contract. By purchasing the ticket, the Passenger enters into the Passage Contract and agrees to be bound by the terms, conditions, obligations and restrictions contained in the the Passage Contract without reservation. The AWSM Terms and Conditions apply to all persons and luggage carried on the St Helena whether or not a ticket has been issued to such person.

2. DEFINITIONS

"Administration Fee" is £30.00.

"Athens Convention" means the International Convention relating the Carriage of Passengers and Baggage by Sea adopted at Athens on the 13th of December 1974 as modified by the 2002 Protocol.

"AWSM" means AW Ship Management Limited of 9 Alie Street, London, E1 8DE, United Kingdom.

"Booking" means the steps taken by the Passenger to enter into the Passage Contract with the Carrier.

"Cancellation Fee" means the fee set out in clause 8.2.

"Carrier" means the entity which has undertaken the obligation to carry the Passenger pursuant to the Booking Terms and Conditions, which unless advised to the contrary is AWSM.

"Fare" means the price which covers the Voyage as agreed on booking pursuant to clause 6.

"International Convention" means an international convention applying to any stage of the Voyage, including but not limited to: the Athens Convention and the Convention on Limitation of Liability for Maritime Claims 1976.

"Luggage" means hand luggage owned by the Passenger, not registered, or stowed as cargo on board, and that contains only personal belongings.

"Package" means the services performed by AWSM including the Voyage and services provided on board the Vessel subject to the Package Travel Regulations 2018 pursuant to clause 3.4 below.

"Package Travel Regulations 2018" means the Package Travel and Linked Travel Arrangements Regulations 2018.

"Passage Contract" means the contract between the Passenger and the Carrier which includes the specific information relating to the Passenger's booking, the information contained in the Booking Information as applicable to the Passenger's booking and these AWSM Terms and Conditions.

"Passenger" means any individual or group holding or intending to enter into the Passage Contract for a Voyage on the Carrier's vessel/s.

"Vessel" means the MV "HELENA" or such other vessel that shall be nominated by the Carrier.

"Voyage" means the transport from the port of origin to the port of destination, and if applicable return voyage or onward passage.

3. PELIMINARY CONSIDERATIONS

- 3.1. AWSM is responsible for the proper performance of all the travel services included in the Passage Contract.
- 3.2. Passengers will receive all essential information about the voyage before concluding the Passage Contract substantially contained in the Booking Information incorporated herein.
- 3.3. The voyages concerned are performed by cargo vessels. The voyage schedule(s), itineraries, the departure and arrival dates, the ports of call and the schedules, communicated in any form, are for information only and are subject to change and modification at any time and without notice, based exclusively on the requirements of the cargo carried or to be carried.

Terms and Conditions of Carriage

- 3.4. The combination of travel services offered to Passengers is a package within the meaning of the Package Travel Regulations 2018 which will apply to the Passage Contract including any implied terms and these may be found at <https://www.legislation.gov.uk/ukdsi//2018/9780111168479/contents> or provided upon request to AWSM.
- 3.5. Passengers will benefit from all EU rights applying to the Package as long as they apply by force of law. AWSM will be fully responsible for the proper performance of the Package as a whole.
- 3.6. Additionally, as required by law, AWSM has protection in place to refund Passenger payments and, where transport is included in the Package, to ensure repatriation in the event that it becomes insolvent.

4. CARRIAGE BY CARGO VESSEL

- 4.1. The Passenger expressly accepts and understands the specific conditions which apply to carriage of Passengers on cargo vessels as set out in the Booking Information.

5. BOOKING PROCEDURE AND DEPOSIT

- 5.1. Bookings are only made direct via AWSM. To confirm a reservation, a deposit of 15% of the Fare must be received. The balance of the fare is due 30 days prior to scheduled sailing. If a booking is made within 30 days of the scheduled sailing date the full fee is payable and must have been received to confirm a reservation.
- 5.2. If payments are not received in due time, AWSM reserves the right to cancel the Passage Contract.
- 5.3. No ticket can be sold without a reservation or with an open sailing date.

6. FARES AND PAYMENT

- 6.1. The Fare is expressed in £ Sterling (GBP) and is confirmed at the time of booking.
- 6.2. The Fare includes in addition to the Voyage port charges for the Passenger, the accommodation on board and meals.
- 6.3. The Fare does not include the following:
 - a) - immigration and landing fees if they are applicable;
 - b) - subject to availability costs of wifi, telephone calls or any other communications;
 - c) - beverages (other than water, tea and coffee); and
 - d) - any additional costs or personal expenses other than as expressly identified herein.
- 6.4. Any increase in price shall be payable by the Passenger prior to embarkation. No price increase can be imposed within 20 days of the scheduled departure. If the price increase exceeds 8% of the Fare at the time of Booking, the Passenger will be entitled to cancel with a full refund of amounts paid by the Passenger at the time of cancellation.

7. CHANGE OF RESERVATION OR TRANSFER OF PASSAGE CONTRACT (ticket)

- 7.1. The Passage Contract (passenger ticket) which can be issued on paper, by fax, by e-mail or in digital form, is strictly personal and valid only for the persons, vessel and date of sailing stated thereon. Subject to clause 7.2 below, the ticket is not transferable.

Terms and Conditions of Carriage

- 7.2. The Passenger is entitled to transfer the booking to a third party, provided that:
- a) the said third party satisfies all the conditions under the Passage Contract;
 - b) written notice is duly sent to ASWM not later than 7 days before departure;
 - c) the Passenger pays the Administration Fee; and
 - d) the Passenger and the third party shall be jointly liable to the Company to pay the Fare and the Administration Fee.
- 7.3. Any modification of the reservation is subject to the Administration Fee.

8. TERMINATION OF PASSAGE CONTRACT BY THE PASSENGER

- 8.1. Passengers may terminate the Passage Contract at any time before the start of the Package provided that,
- a) written notice of the cancellation is given to the AWSM head office; and
 - b) the Passenger pays the Cancellation Fee.

8.2. The Cancellation Fee is calculated as follows:

Cancellation Date (days before sailing)	Cancellation Fee (% of fare)
6 and under	100%
7 – 13	90%
14 – 25	75%
26 – 45	55%
46 – 55	40%
Over 56	15% (loss of deposit)

- 8.3. Cancellations received by AWSM London office after 17.00 GMT are considered as received the next day. Cancellations received after 17.00 GMT on Friday are considered as received on the following Monday. English or local public holidays are considered as Sunday.
- 8.4. No refund is granted for missed embarkation due to refusal by any Authority or due to missing or insufficient personal documentation, immigration issues, visa issues, or other issues which are the responsibility of the Passenger.
- 8.5. Passengers may terminate the Passage Contract without paying any Cancellation Fee and receive a full refund of any payments:
- a) if any of the essential elements of the Package, other than the price, has changed significantly; or
 - b) in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package.
- 8.6. Subject to Clause 9 below and always bearing in mind the very particular nature of the Passage Contract, if, after the start of the Voyage, significant elements of the Package cannot be provided as agreed, suitable alternative arrangements will be offered to the Passenger, where possible, at no extra cost. Passengers may terminate the Passage Contract without paying any Cancellation Fee, where services are not performed in accordance with the Passage Contract and this substantially affects the performance of the Package and AWSM fails to remedy the problem.

Terms and Conditions of Carriage**9. TERMINATION OF PASSAGE CONTRACT BY THE CARRIER**

- 9.1. The Carrier is entitled prior to the Voyage to cancel the Package for any passenger that is in breach of Passage Contract without any obligation to refund any monies paid and without prejudice to its right to claim any outstanding balance due to AWSM and/or the Carrier.
- 9.2. If before the start of the Package AWSM cancels the Package, Passengers are entitled to a refund and compensation where appropriate.
- 9.3. The Carrier is entitled to cancel at any time any Voyage or port of call without any obligation other than to refund the monies paid by the Passenger.

10. GRATUITIES

- 10.1. Gratuities are left to the appreciation of the passenger for the service received on board.

11. PASSENGER'S OBLIGATION

- 11.1. Passengers agree to be bound by the terms of the Passage Contract, which for the avoidance of doubt includes the Booking Information.
- 11.2. It is a condition of the Passage Contract that,
 - a) Passengers must comply with any regulations which the Carrier or the Master of the Ship may at any time consider necessary for the general good order, comfort, and safety of the ship, and all on board;
 - b) Each Passenger warrants that he/she is physically and mentally fit to undertake the Voyage and complies with the obligations set out in clauses 11 to 13 inclusive of the Booking Information;
 - c) Each Passenger holds a valid passport, has insurance and provides next of kin details pursuant to the terms of the Booking information; and
 - d) AWSM has received the full fare.
- 11.3. Passengers shall be liable for any damage or loss suffered by AWSM or the Carrier and/or any supplier of services connected with the Passage Contract as a result of the Passenger's failure to comply with their contractual obligations under the Passage Contract.
- 11.4. AWSM and/or the Carrier will be under no liability whatsoever to any Passenger in respect of any breach or non-observance by any Passenger of the provisions of this Passage Contract and any Passenger shall indemnify AWSM and/or the Carrier or any of its suppliers by such breach or non-observance.

12. POWER OF THE MASTER

- 12.1. The Master has the right to proceed without pilot, to tow and assist other vessels under any circumstance, to deviate from the standard route, to call any port, to transfer passengers and their luggage onto another vessel for the continuation of the journey.

Terms and Conditions of Carriage

- 12.2. The Carrier, and on its behalf the Master of the vessel have the right to refuse embarkation to any Passenger who by their exclusive opinion is not in reasonable physical or mental condition to make the journey or to travel on a cargo vessel. Furthermore, the Carrier and on its behalf the Master have the right to disembark during the journey, in any port, any Passenger who in their exclusive opinion is no longer in reasonable physical or mental condition to allow the continuation of the journey or whose behaviour represents a danger or a serious disturbance to the other passengers or crew.
- 12.3. All Passengers on board the vessel are subject to the disciplinary power of the Master for all matters concerning safety and security, and any contravention of clause 12.2.
- 12.4. The Passenger hereby accepts and agrees that the Master and Officers are entitled and have authority to search any Passenger, their luggage and any belongings for safety, security or other lawful reasons.
- 12.5. The Carrier and the Master have the right to follow any order or directive given by governments or authorities of any state or by subjects that act or declare to act on behalf or with the agreement of such governments or authority or by any other subject that according to the conditions of the insurance policy covering war risks can issue such orders or directives. All actions taken by the Carrier and the Master in execution or as a consequence of such orders or directives shall not be considered a breach of the Passage Contract and the Carrier shall have no liability to the Passenger.
- 12.6. Where a Passenger is refused embarkation by the Master, its servants or agents on the basis that they are unfit to travel or for any other reason including a breach of the Booking Terms and Conditions the Carrier has no liability to the Passenger, the Passenger shall be entitled to no refund of the Fare, and shall be obliged to pay any outstanding balance of the Fare due to the Passenger.

13. COMPLAINTS

- 13.1. If, after the start of the voyage, significant elements of the Package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the passenger at no extra cost. Passengers may terminate the Passage Contract without paying any termination fee, where services are not performed in accordance with the Passage Contract and this substantially affects the performance of the Package and the organiser fails to remedy the problem. Passengers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- 13.2. Any Passenger with a complaint whilst on board the Vessel must bring it to the attention of the Master as soon as possible. If the Cruise staff are unable to resolve the problem, any complaint must be notified in writing to the Company within 28 days of disembarkation. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Such complaints should be notified to the following address:
- AW Ship Management Ltd
9 Alie Street
London E1 8DE
United Kingdom
- Email: reservations@awsml.co.uk
- 13.3. However, Passengers should be fully aware of the particular nature of the Passage Contract and the fact that no price reduction or compensation whatsoever will be paid as a result of cancellations or a change in the schedule, itinerary and ports of call.

Terms and Conditions of Carriage

- 13.4. Any complaint by a Passenger concerning the Package will be dealt with carefully and fairly by our staff. Once the complaint has been fully investigated in accordance with this procedure the Passenger will be informed of the outcome. If the complaint is upheld, any compensation that may be awarded may be limited as set out in this Passage Contract.

14. EMERGENCY CONTACT

- 14.1. In the event of an emergency on board Passengers should contact the Master of the vessel. AWSM will provide assistance if the Passenger is in difficulty. However, Passengers should be fully aware of the particular nature of the Passage Contract and the limitations in assistance that may be given.

15. LIABILITY AND LIMITATIONS

- 15.1. The carrier's liability in case of loss of life or personal injury, loss of or damage to luggage, valuables, personal belongings or other property of the Passenger shall in no case exceed the limits imposed under English Law.
- 15.2. The provisions of the convention relating to the Carriage of Passengers and their luggage by Sea 1974 as amended by the 2002 Protocol ("the Athens Convention" which includes orders made in relation to the Athens Convention) are applicable and may be found at:

[\[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf\]](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf)

Alternatively further details can be provided on request to AWSM.

- 15.3. It is hereby expressly agreed that no servant or agent of AWSM and/or the Carrier, including the Master and crew of the Vessel concerned shall in any circumstance whatsoever be under any liability beyond this Passage Contract and these third parties shall be entitled to have the benefit of any exclusion or limitation of liability provided for in the Passage Contract.

16. LAW AND JURISDICTION

- 16.1. The Passage Contract for carriage of passengers and their luggage is interpreted according to English Law, and by International Conventions that might apply.
- 16.2. This Passage Contract is made on the terms of these booking conditions and is governed by English law and both parties shall submit to the jurisdiction of English Courts at all times.
- 16.3. Any action arising under EU 392/2009 or the Athens Convention 1974 may be brought, at the claimant's option, in any of the courts listed in Article 17 of EU 392/2009 or where the Athens Convention 1974 is applicable 17.1 (a to d) of the Athens Convention, or alternatively the claimant and the Carrier may agree (after the occurrence of the incident giving rise to the claim) on any jurisdiction or to arbitration.
- 16.4. Subject to 16.3, any dispute or litigation between the Passenger and Carrier arising from or in connection with the Passage Contract, or carriage of luggage shall be subject to the jurisdiction of the Courts of England and Wales.

Terms and Conditions of Carriage**17. INSOLVENCY**

- 17.1. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for AW Ship Management Ltd (Member number 5428) , and in the event of their insolvency, protection is provided for the following:
- Non-Flight packages and
 - Flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA
- 17.2. ABTOT cover provides for a refund in the event you have not yet travelled, or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with AW Ship Management Ltd.
- 17.3. In the unlikely event that you require assistance whilst abroad due to financial failure, please call our 24/7 helpline on **+44 (0) 1702 811 397** and advise you are a customer of an ABTOT protected travel company.
- 17.4. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

18. GDPR

- 18.1. All Passenger details will be held by the Master on board, and by the Carrier's office ashore under the terms of the EU General Data Protection Regulation (GDPR). Next of Kin (NOK) details shall be submitted by the Passenger at the time of booking.

19. INTERPRETATION

- 19.1. In the event of any inconsistency between the AWSM Terms and Conditions, the Booking Information and the Booking Form the AWSM Terms and Conditions shall take precedence over Booking Form, which shall take precedence over Booking Information.