

# Trident Charter Company Limited

## TERMS, CONDITIONS, RULES AND REGULATIONS FOR PASSENGERS

### ABOARD VESSELS OWNED OR OPERATED BY THE COMPANY BETWEEN ST PETER PORT, GUERNSEY AND HERM ISLAND

#### Issued by: TRIDENT CHARTER CO. LTD 2015

##### STATEMENT OF IDENTIFICATION:

Trident Charter Company Limited also known as "Travel Trident" for the purpose of these rules and regulations will be known as "The Company".

A "passenger" is any person who has paid for and/or has in their possession a valid ticket, issued by the company.

Passenger fares and schedules refer to currently published brochure and information currently held at the St Peter Port Kiosk.

##### ADMINISTRATION OFFICE:

Woodville, Les Dicqs, Vale  
Guernsey, GY6 8JW

##### BOOKING OFFICE:

Trident Kiosk, Weighbridge, St Peter Port  
Guernsey, GY1 2ND

##### SCOPE OF RESPONSIBILITY:

Transportation of passengers and baggage is provided by The Company, and is governed by the terms and conditions set out herein. The Company's responsibility extends only from embarkation to disembarkation. The Company reserves the right to change these Terms & Conditions at any time without notice.

##### 1 - DEFINITIONS:

- 1.1 One-way: Any trip that has completed one leg of travel in any direction and terminates in a port that is not the port of origin.
- 1.2 Group: 12 persons or more traveling together on all segments of the trip will be classed as a group.
- 1.3 Adult: Any person who has reached their 15th birthday will be considered an adult.
- 1.4 Infant: Any person under 4 years of age.
- 1.5 Child: Any person that is between his or her 4th and 15th birthday will be classed as a child.
- 1.6 Currency: All charges noted on The Company's brochures, on board the ferry, or in The Company's terminals will be, as indicated, in sterling (cash or debit card) unless otherwise noted.
- 1.7 Schedules: The Company reserves the right to change or alter the schedule to meet traffic demands.

##### 2 - SPECIAL FARES:

2.1 All reduced fares must be requested at time of reservation. All special fares are subject to conditions for travel established by the Company. Special fares will only be applicable on certain departures, and seat availability may be limited.

##### 3 - GROUP TRAVEL:

3.1. A group consists of 12 adult passengers or more. All passengers must travel on the same itinerary to receive the group fare. Reservations are booked in the name of the group. A group escort name and contact phone number is required. Check-in is required 30 minutes before departure. Group escort must check-in on day of travel and distribute tickets to the individual group members. All terms and conditions apply to group passengers as well.

##### 4 - CHECK-IN REQUIREMENTS:

- 4.1 The Company reserves the right to refuse any passenger holding a valid ticket that has not arrived at the departure point a minimum of 10 minutes prior to scheduled departure.
- 4.2 Luggage must be loaded and passengers on board no later than 5 minutes prior to scheduled departure.
- 4.3 Reservations for walk-on passengers not at the departure point 10 minutes prior to scheduled departure will be cancelled, and reserve the right to transfer the passenger to the next available departure time.
- 4.4 All passengers and luggage are subject to security search prior to boarding our vessel and/or anytime whilst onboard our vessel. Passengers or persons who refuse to submit to a search will be denied boarding.

##### 5 - ACCEPTANCE/NON-ACCEPTANCE OF PERSONS AND GOODS:

- 5.1 The Company reserves the right to refuse passage to any, person or luggage. Persons who do not comply with inspections will be denied passage.
- 5.2 Unaccompanied Minor: The Company reserves the right not to accept any child or youth under the age of 15 years, unless accompanied by an adult passenger.
- 5.3 Pets: Pets are to be leashed at all times. The Company assumes no liability for pets. Any costs to the Company arising from a pet will be the responsibility of the passenger bringing the pet aboard.
- 5.4 Firearms and Other Dangerous Goods: The Company will not accept for carriage firearms\*, ammunition, explosives, gas, flammable liquid or any other form of goods considered dangerous. \* Firearms & Shotguns may be transported on company vessels subject to the Master in charge being notified and he reserves the right to request the shotgun/s to be placed in the wheelhouse during the duration of the journey. Other firearms may be carried by persons acting in the execution of their duty such as Police Officers.
- 5.5 Wheelchair Passengers: The Company will accept for carriage passengers in wheelchairs on all vessels. If a wheelchair passenger is unable to care for himself or herself through the entire trip, he or she must be accompanied by a qualified attendant who will attend to those needs.

Due to Health and Safety issues the crew are not expected to carry passengers that are wheelchair bound up/down steps.

##### 6 - OPERATION OF THE VESSEL:

6.1 The Company will not accept any liability arising from an alteration in the published schedule or route. The Company does not guarantee that the service shall start or arrive at the time stated in the schedule and will not be liable for any additional costs incurred by the passenger as a result of any delay. The Company may cancel any scheduled operation without liability if in its opinion the safety of the passengers, crew, or vessel could be in danger or for any other reason in the Company's sole and absolute discretion. The liability of The Company, if any, will cease when passengers are landed at any port. The Company reserves the right to substitute a vessel or cancel any operation entirely if it becomes necessary for any reason.

The Company reserves the right to land at intermediate ports and/or ports beyond destination or to divert to alternate ports for safety and/or rescue purposes or such other purpose as may reasonably be determined by the Company. The Company may conclude the voyage at such ports without additional compensation to the Passenger.

##### 7 - CANCELLATION AND DELAY POLICIES:

If the ferry is cancelled or delayed and a passenger chooses alternate transportation to or off the island the Company will not be responsible for additional expenses incurred such as travel, transportation, hotel, food or any other additional expenses. If the passenger chooses alternate transportation he or she has the option to be fully refunded for that unused portion of the ticket or exchange it for a different trip. The unused ticket must be presented for a refund.

The Company reserves the right to change its schedule, fares or route at any time and does not accept any liability arising from an alteration in the published schedule, fares or route or pay for any additional costs which may be incurred by its passengers. The Company reserves the right to land at alternate ports for safety and/or rescue purposes or such other purpose as may reasonably be determined by the Company.

7.1 Passenger Ticket Cancellation: ALL TICKETS ARE NON-REFUNDABLE. If a ticketed passenger fails to make his/her scheduled departure time the tickets will be valid through the end of the operating season of the year stated on his/her ticket. Passengers who need to make changes to their reservations must do so within 6 hours prior to departure; all tickets purchased are valid for any scheduled ferry departure on a stand-by basis.

7.2 Company Ferry Cancellation: Trident Charter Co. Ltd at its sole and absolute discretion reserves the right to cancel any scheduled trip and/or substitute a vessel without liability if it becomes necessary for any reason. The Company does not guarantee that the service shall depart or arrive at the time stated in the schedule and will not be liable for any additional travel costs incurred by the passenger as a result of any cancellation.

If the ferry is cancelled for any reason, the Company Policy is as follows:

7.3 Company Ferry Delays: The Company does not guarantee the trip will take 20 minutes and crossing times may vary due to weather, tides, sea conditions or mechanical issues. The Company can not be held liable for delays on the ferry due to any unforeseen circumstances such as weather, tides, sea conditions or mechanical issues. The Company does not guarantee that the service shall depart or arrive at the time stated in the schedule and will not be liable for any additional travel costs incurred by the passenger as a result of any delay.

##### 8 - BAGGAGE ALLOWANCE:

8.1 Each adult fare paying passenger will be allowed two\* items of luggage, children are allowed one\*. A passenger may substitute fishing or golfing equipment(as an example) for one piece of luggage Passengers are responsible for their belongings and are expected to carry said luggage aboard the ferry and place it in the designated luggage zone. Assistance is available should it be requested in a polite manner. Please note that the Company is not responsible / liable for delays, loss or damage to passenger's luggage or property.

##### 8A - ADDITIONAL BAGGAGE:

8A.1 Will be shipped subject to available space within the designated luggage zones. If the said zones are full, passengers will be required to accompany their belongings on the next available sailing. \* The Company reserves the right to impose a charge for additional items which as a guide could be up to £5.00 per item, £20.00 per cubic metre on volume or £1.00 per kilo on weight.

##### 8B - CAMPERS WITH EQUIPMENT:

8B.1 Must travel and accompany their belongings on the dedicated scheduled sailings. During high season, departing Guernsey at 08:30, 12:15, 14:15 or 17:15 and departing Herm Island at 09:00, 12:35, 14:35 or 17:35. The Master in Charge or the Company reserves the right to refuse excessive amounts of equipment should it be felt necessary. These occasions may include baggage zones being full, operational schedules or passenger safety being compromised.

##### 8C - SEASONAL CAMPERS:

8c.1 Are asked to consider the newly introduced seasonal camper charter boats for ease of transporting bulk items. To summarise, the Company will operate extra charter sailings at the start and end of each season to transport any equipment to and from Herm Island. These charters will be restricted to 6 sites per charter sailing. The cost of each charter will be agreed at the time of booking, included in the price will be one pair of return boat tickets as campers are required to accompany their equipment.

There is also an option of taking bulk seasonal camping equipment on a regular scheduled sailing, however this must be agreed in advance with the Company and only one site holder per sailing will be allowed.

There will be an additional charge for this service which must be agreed at the time of booking.

##### 8D - SELF CATERING:

Self-Catering passengers with baggage and provisions (in excess of baggage allowance clause 8) are advised to reserve their chosen departure time to avoid being turned away as a result of insufficient space available for their belongings (see additional baggage clause 8A).

##### 9 - BAGGAGE ACCEPTANCE:

9.1 The Company or Master in Charge, can refuse to carry any item that the Company or Master in its judgement considers harmful or dangerous to the vessel, passengers, crew or other goods being transported. The Company is not liable for loss or damage to passengers' baggage or property.

##### 10 - ALCOHOL:

10.1 Alcohol is not permitted to be consumed or taken aboard our vessels without prior consent from the booking office Manager. The Master in Charge however, has the right to refuse a passenger boarding his vessel if he feels that person may compromise the safety of the fellow passengers or he feels he is acting in the best interest of the company and Herm Island.

##### 11 - FREIGHT:

11.1 Items other than luggage such as Packages and boxes may be subject to an additional charge depending on weight and volume. Other items would include furniture, household goods, commercial products and boxed goods. The Company reserves the right to inspect packages prior to placement on the vessel. If the passenger or shipper refuses to submit to inspection of goods then the freight will not be accepted and boarding denied.

##### 12 - PETS:

12.1 The Company will permit passengers to transport domesticated pets at no charge.

Any pet must remain in an approved carrier or on a leash at all times. Pets are not permitted on the passenger seats.

##### 13 - SECURITY INSPECTIONS:

13.1 All passengers, personal items, luggage and freight may be subject to search and inspection prior to boarding our vessel and/or anytime while on board our vessel. Passengers or persons who refuse to submit to a search will be denied boarding.

##### 14 - INCLUDED SERVICES:

14.1 Prices include transportation as specified in the itineraries and applicable taxes and fees. Prices do not include (without limitation) insurance of all kinds; phone calls; beverages; meals not detailed in the itinerary; gratuities to taxi, courtesy van, or tour drivers; items of a personal nature; excess baggage; optional excursions; or any other service.

##### 15 - INSURANCE:

15.1 Passengers should take out their own insurance to provide protection against delays, loss or damage to personal effects and other property as well as medical cover.

##### 16 - PASSENGER CONSENT:

16.1 Purchase of a ticket for transport is deemed valid consent inspection; and failure to consent or submit to inspection will result in denial or revocation of authorization to enter the vessel.

##### 17 - PERSONAL INJURY AND DEATH:

17.1 The Company is not liable for any personal injury or death unless it receives written notification of the injury or death within one month of its occurrence from the injured passenger, their representative, or the representative of the estate of a deceased passenger.

##### 18 - SEVERANCE:

18.1 Any provision herein which shall be found to be invalid or unenforceable shall be considered null and void but only to that extent and the remainder of these terms and conditions shall stand as valid and enforceable.