

MV Helena – Passenger Terms and Conditions

GENERAL CONDITIONS

Passengers are carried exclusively in accordance with the Terms & Conditions of the Carrier. By purchasing the ticket, the passenger enters into a passage contract and accepts without any reserve the following Terms & Conditions:

PELIMINARY CONSIDERATIONS

The voyages concerned are performed by cargo vessels. The 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. The passenger specifically accepts that any aforementioned changes and modifications are not covered by any provision of the ECC Directive 90_314 (and corresponding national laws). By purchasing the passage ticket the passenger specifically recognises to have been informed of this limitation and accepts this as an additional clause to the passage contract between the Carrier and the passenger. The passenger is aware and accepts that there is no medical assistance available on board other than limited first aid.

DEFINITIONS

- "Carrier" means the Owner of the vessel that performs the sea transport. AW Ship Management Ltd (AWSM) acts as Carrier when the vessel performing the transport is owned by AW Shipping Ltd.
- "Passenger" means any individual or group holding or intending to enter into a passage contract for a voyage on the Carrier's vessel/s.
- "Luggage" means hand luggage owned by the passenger, not registered, or stowed as cargo on board, and that contains only personal belongings.
- "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 London Protocol of 19th November 1976.
- "International Convention" means an international convention applying to any stage of the Passage, including but not limited to: the Athens Convention 1974; the Convention on Limitation of Liability for Maritime Claims 1976.
- "Passage Contract" means the contract between the Passenger and the Carrier.

POWER OF THE MASTER

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.

The Carrier, and on his behalf the Master of the vessel have the right to refuse embarkation to any passenger that 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 his behalf the Master have the right to disembark during the journey, in any port, any passenger that 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.



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. Any passenger on board the vessel is subject to the disciplinary power of the Master for all matters concerning safety and security.

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. The disembarkation of passengers and their luggage as a consequence of such orders or directives discharge the carrier and the Master from any responsibility for the continuation of the journey or the repatriation of the passengers.

CARRIAGE BY CARGO VESSEL

The Passenger specifically accepts the particular conditions of carriage of Passengers on cargo vessels. In particular the vessel's itinerary, day of departure and/or arrival, time of departure and/or arrival, duration of calls, port of calls, and duration of journey on board the vessel are all subject to change at any time without notice for reasons of traffic and/or freight carried or to be carried. If the carrier cancels the port of destination of the passenger once the journey is initiated, the Carrier shall disembark the passenger at the nearest port within the vessel's itinerary, without any other obligations toward the passenger.

The passenger is aware and accepts that service on board is limited: The food served is that prepared for the officers and crew and according to their dietary needs, habits, and taste. Cargo has priority over everything else. The Passenger is responsible for keeping the cabin clean and making up their allocated berth during their stay on board. Access to areas other than the accommodation deck can be limited or prohibited by the Master. Designated passenger areas will be clearly marked and pointed out by the master on embarkation.

Shore leave is subject to approval by local immigration officials and authorisation by the Master.

LIABILITY AND LIMITATIONS

The carrier's liability in case of loss of life or personal injury, loss or damage of luggage, valuables, personal belongings, or other properties of the passenger shall in no case exceed the limits imposed under English Law.

Any dispute or litigation between Passenger and Carrier depending from or in connection with the passage contract, or carriage of luggage shall be under English Law and the jurisdiction of the Courts of England and Wales.

BOOKING

Bookings are only made direct via AWSM. To confirm a reservation, a deposit of 15% of the fare is required. The balance is due 30 days prior to scheduled sailing. If payments are not received in due time, AWSM reserve the right to cancel the passage contract.

PASSAGE CONTRACT (ticket)

The passage contract (passenger ticket) is strictly personal and valid only for the persons, vessel and date of sailing stated thereon. The ticket is not transferable. The ticket can be of different nature, on paper, fax, e-mail or digital. The passenger must retain the ticket during the entire duration of the journey.



FARES

Fares are expressed in £ Sterling (GBP) and are confirmed at the time of booking.

The fare covers the transport from the port of origin to the port of destination and includes port charges for the passenger, but not immigration and landing fees where they are applicable.

Price Revision: the Carrier has the right to revise upward the price of the Passage prior to departure to allow for changes in exchange rates, fuel costs, increase in port dues, taxes, charges or other. Any such price revision shall take effect as valid amendment to the Passage Contract and any such 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 10% of the total cost, the passenger is entitled to cancel his journey giving written notice within 48 hours of the notification of the price revision.

GOVERNING RULES

The contract of carriage of passengers and their luggage is interpreted according to English Law, and by International Conventions that might apply, in particular the Athens Convention 1974.

EMBARKATION

Dates of departures communicated in any way are purely indicative. It is therefore necessary, when making a reservation, to obtain confirmation of the date of departure through AWSM's offices. A week prior to departure passengers should again obtain confirmation of sailing date. It is also advisable, before leaving home, to obtain from the Port Agent the final details about embarkation (hour, pier of embarkation, etc).

MEALS

Meals are included in the passage fare. They are prepared by standard merchant navy cooks and the menus are those most suited to the crew of the vessel.

Beverages (other than water, tea, and coffee) and personal expenses are not included.

DOCUMENTS - PASSPORT - VISA

It is the responsibility of the passenger to ensure that they have valid and appropriate travel documentation including passports and visas for each person travelling at the time of embarkation and throughout the voyage and the various ports of call for the voyage. It is the sole responsibility of the passenger to ensure their legal eligibility to travel. The passenger is advised to check with the appropriate Government authorities to determine the necessary documents and travel eligibility requirements. If the passenger, or anyone travelling with them become ineligible to travel for any reason, or are travelling without proper documentation, then the passenger will not be allowed to board the ship. Under no circumstances shall the Carrier be liable for any costs, damages or expenses whatsoever incurred by the passenger or anyone else as a result of such denial of boarding.

In order to comply with various Immigration and Security requirements failure to supply at the time of booking details of the passport on which the passenger intends to travel and details of the passenger's Next of Kin will result in your reservation being cancelled without compensation in any way.

No visas are required for St Helena, however all visitors to Ascension Island will be required to complete an entry permit prior to travel. A landing fee will be payable in UK sterling to immigration.

 AW SHIP MANAGEMENT	AW Ship Management Ltd MV Helena Passenger Voyages Terms & Conditions of Carriage	
--	---	--

HEALTH AND VACCINATIONS

Passenger are presumed in sound health, both physically and mentally and suffering from no illness, complaint or infirmity, and are aware of the fact that cargo vessels do not carry a physician and are only equipped with the most basic of hospital facilities.

ONLY LIMITED FIRST AID IS AVAILABLE ON BOARD

The Master has the right to refuse embarkation or to disembark in any port passengers that in the Master's exclusive opinion are not fit to travel on a cargo vessel, that represent danger or create disturbance to other passengers or crew or that do not have the required certificates of vaccination.

If a passenger is taking any regular prescription medication, they shall ensure that they have sufficient medication to cover the planned voyage period plus seven days in case of delays. The Passenger shall complete a medicine declaration once on board and lodge their medication with the Master for safe keeping so that there is a record on board in the event of the passenger being taken ill, and the Master requiring medical advice from a hospital or medical professional ashore.

AGE LIMIT

The age limit to travel on AWSM vessels is 75 years. However any passenger of **65** years of age and over, **at the time of reservation and of embarkation**, has to provide a medical certificate on the headed paper of their family Doctor or General Practitioner stating that he/she is fit to travel on a cargo vessel, signed and dated, **dated not over 15 days before the estimated date of departure**. The Carrier reserves the right to confirm the details within any medical certificate with the Doctor and confirmation of a passenger berth on board implies the passenger's acceptance of this.

INSURANCE

It is a condition of the Contract that the Passenger must have adequate travel and medical insurance in force for the entire duration of the journey which must include a minimum medical and repatriation coverage of £1,000,000. **Evidence of insurance, must be provided at the time of booking or at least 10 days prior to travel.** Resident taxpayers of St. Helena may be eligible to purchase medical and travel insurance from the St. Helena Cell Captive Scheme for journeys commencing at St. Helena and such insurance will meet the requirements of this clause. The Carrier strongly recommends that cancellation insurance is also included to protect your deposit or fare in the event of illness or similar events resulting in the curtailment or cancellation of your travel arrangements. You may require additional cover for any pre-existing condition you may have. You should consult your underwriters for confirmation that you are adequately covered.

The Carrier reserves the right to refuse passage to any person without valid and adequate travel and medical insurance or who is unable to produce evidence of that insurance.



LUGGAGE

Passengers are allowed to take only personal belongings up to a maximum of 25kg per person. Luggage cannot contain commercial goods. Passengers are prohibited from carrying any things including but not limited to drugs, narcotics, contraband, animals, plants, quarantinable items or dangerous articles such as matches or other incendiary or inflammable things or any articles, the carriage of which is prohibited by the laws of any state within whose territorial waters the vessel is expected to visit or transit or goods which are subject to regulations under State or IMO Dangerous Goods regulations. If any passenger is found to be in breach of these Terms & Conditions or any laws or any regulation and any loss, damage, expense, detention, fine, penalty or prejudice of any nature is suffered by or imposed on the Carrier its servants or agents the passenger shall immediately on demand pay the Carrier any such costs it has incurred in relation to such breach. The Carrier, its servants and agents shall be at liberty in their absolute discretion to jettison, land, destroy or render innocuous any such things, goods or articles as are covered by this clause and the passenger shall bear and pay all charges and expenses incurred in or in consequence of such act carried out by or on behalf of the Carrier.

The liability of the Carrier for luggage can in no case exceed the limits imposed under the applicable International Conventions, and always within the limit of 25kg per person.

The Carrier shall not be liable for any loss, damage, or theft of jewellery, money, documents, manuscripts, electronic equipment or valuables in whatever place of the vessel they are kept. The Carrier does not accept any liability for luggage including objects other than personal belongings.

Valuables can be lodged with the Master for storage within the ship's safe during the passenger's time on board. A receipt will be issued to the Passenger by the Master and countersigned on safe recovery of the goods by the Passenger.

PETS

Pets can be carried on board subject only to a separate booking for the pet with AWSM as cargo. Pets booked on board the vessel under a cargo contract must be carried in the adapted container provided for this purpose and shall not be allowed in passenger/crew/working areas on board the vessel. Passengers arriving at the vessel intending to travel with pets which have not been booked on board the vessel will not be carried, and no liability shall attach to the carrier for costs incurred, including the loss of passage fares.

CURRENCY

Currency on board the vessel is £ Sterling or St Helena £. Cheques, traveller's cheques, credit cards and other means of payment other than cash cannot be accepted. Currency exchange services are not available.

SAFETY AND SECURITY

All persons when boarding the vessel are subject to control and search. All items carried by persons boarding the vessel will be controlled.



ON BOARD DISCIPLINE

The passenger has to strictly observe the discipline on board and to conform to the rules in force for the sea transport and in particular those concerning the security and safety of navigation.

Smoking in all areas inside the vessel's accommodation, crew and working areas is forbidden. Exterior smoking areas for passengers and crew are provided.

The non-observance of a legal order or rule or order given by an authority competent in security and safety matters is punished according to the civil and penal laws in force.

In conformity with the security measures in force (ISPS) a passenger can be at any moment subject to luggage search or personal identity control by an officer of the vessel.

The passenger is required to observe safety rules and restrictions at ports of call, which will be illustrated by the officers of the ship and AWSM port agents and local port authorities.

ALCOHOLIC BEVERAGES AND TOBACCO

A small stock of alcoholic beverages are available on board, and requests for particular beers and wines can be considered, but not guaranteed, if the Carrier is advised in advance. Alcoholic beverages should be consumed with moderation. Spirits are not available for sale on board and passengers are not permitted to consume spirits purchased ashore. The Master is authorised to limit the sales of alcoholic beverages. It is forbidden to bring on board alcoholic beverages purchased ashore. The quantity of cigarettes, purchased ashore to bring on board cannot exceed 10 packets (200 cigarettes) or equivalent in cigars or tobacco.

CHANGE OF RESERVATION

Any modification of the reservation is subject to a fee of £30.00.

TERMINATION OF CONTRACT BY THE PASSENGER

Cancellations must be received in writing by AWSM head office. Cancellation fees apply 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)

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.

No refund is granted for missed embarkation due to refusal by authority or due to missing or insufficient personal documentation, immigration issues, visa issues, or other issues which are the responsibility of the passenger.



AW Ship Management Ltd
MV Helena Passenger Voyages

Terms & Conditions of Carriage

TERMINATION OF CONTRACT BY THE CARRIER

The Carrier is entitled to cancel at any time any voyage or port of call without any obligation other than to refund the moneys paid by the passenger.

OPEN RETURN TICKETS

No ticket can be sold without reservation or with open sailing date.

GRATUITIES

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

COMPLAINTS

Any complaint regarding the Voyage must be raised immediately and in any event no later than within 48 hours to The Carrier at the address below. No liability can be accepted in respect of any matter in respect of which a complaint has not been notified to the Company in writing within 28 days of the end of the journey.

AW Ship Management Ltd
The Loom, Suite 3.2
14 Gowers Walk
London, E1 8PY
United Kingdom

LAW AND JURISDICTION

This 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.

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 Company may agree (after the occurrence of the incident giving rise to the claim) on any jurisdiction or to arbitration.

GDPR

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.