

**CONDITIONS OF CARRIAGE
CLYDE MARINE TRANSPORT LIMITED
CLYDE MARINE SERVICES LIMITED**

All Passengers, Shippers and intending Users of the Vessels and Services of Clyde Marine Transport Limited and Clyde Marine Services Limited (herein separately or together referred to as "the Company") including all Services for Strathclyde Partnership for Transport, are advised to acquaint themselves with the following Conditions of Carriage. The provisions of the Athens Convention, the Regulations applicable to the carriage of dangerous goods and substances by sea as contained in the Dangerous Substances in Harbour Areas Regulations 1987, The Merchant Shipping (Dangerous or Noxious Liquid Substances in Bulk) Regulations 1996, The Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 and the Hague-Visby Rules, all as amended, are all incorporated into and form part of these Conditions of Carriage.

Conditions of Carriage

1 Definitions

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

"Athens Convention" means the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 as set out in Part I of Schedule 6 to the Merchant Shipping Act 1995 (as amended);

"Cargo" means any article except Luggage, pets, prams and cycles carried by the Company under the Conditions of Carriage;

"Company" means Clyde Marine Transport Limited and/or Clyde Marine Services Limited.

"Consequential Loss" means loss of profits, loss of business and/or any other indirect loss or damage;

"Connecting Services" means any other service other than the Services;

"Demise Charterer" means the person or company who is in possession and control of the Vessel;

"The Hague-Visby Rules" means the Convention for Unification of certain rules relating to Bills of Lading 1924 and 1968 as enacted by the Carriage of Goods by Sea Act 1971;

"Luggage" means any article accompanied by a Passenger, excluding pets, prams and cycles and carried by the Company under the Conditions of Carriage;

"Passenger" means any person travelling or intending to travel on a ticket issued or to be issued by or on behalf of the Company, whether or not a ticket is issued to that person and any person who uses the Services or who intends to use the Services without charge whether or not a ticket is issued to that person;

"Services" means the services provided by the Company;

"Shipper" means a shipper of Luggage and/or Cargo on a Vessel;

"User" means any person who makes use of the Services; and

"Vessel" means any ship, vessel or ferryboat owned by or chartered to or hired or used by the Company.

2 Preliminary

2.1 All Passengers, Luggage, Cargo, pets, prams and cycles are accepted for carriage and are carried by the Company subject to these Conditions of Carriage and these Conditions of Carriage are incorporated into and form part of the contract of carriage.

2.2 These Conditions of Carriage apply at all times when the Company's Services and Vessels are used and during all loading and unloading operations at assembly areas, roll on, roll off terminals, piers and slipways, whether or not these assembly areas, roll on, roll off terminals, piers and slipways are owned or managed by the Company, and at all times during trans-shipment between Vessels.

3 Discretion of Carriage

3.1 The Company is not, and shall not be held to be, a common carrier. The Company in its absolute discretion and without assigning any reason, shall be entitled to refuse to carry any Passenger and his/her Luggage, pets, cycles or prams, or to receive or ship any Cargo, or any part thereof. The Company does not undertake to carry Passengers, their Luggage, or pets, cycles and prams, in any particular Vessel or ship Cargo in the first or any particular Vessel or on any particular day or on any particular route or at any time. The Company may trans-ship the same from one Vessel to another.

3.2 The Vessels shall not be obliged to sail according to advertisement or notice but notwithstanding such advertisement or notice, may sail on any other day or at any other time. The Vessels may tow and assist other vessels and be towed. The Vessels may call at ports in any order on either the outward or the return voyage. They may call at, or off, or may stay at any intermediate port, whether in or off the customary route, for any purpose whatsoever and whether such calling is, or is not mentioned in any advertisement, sailing bill or notice.

4 Limitation of Liability

4.1 The provisions of the Athens Convention shall apply in situations of death of or personal injury to a Passenger or the loss of or damage to his/her Luggage. Copies of the Athens Convention are available on request and/or on the Company's website.

4.2 The provisions of The Dangerous Substances in Harbour Areas Regulations 1987, the Merchant Shipping (Dangerous or Noxious Liquid Substances in Bulk) Regulations 1996 and the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 shall apply to Cargo where applicable. No dangerous goods as described in the foregoing Regulations shall be loaded upon or unloaded from the Vessels or shall be accepted for shipment on board any of the Vessels unless prior agreement in writing has been made with the Company.

4.3 The provisions of the Hague-Visby Rules as enacted by The Carriage of Goods by Sea Act 1971 as amended, will apply to the carriage of Cargo, including Cargo carried on deck, on any Vessel. Copies of the Hague-Visby Rules are available on request and/or on the Company's website.

4.4 Notwithstanding the terms of these Conditions of Carriage, the Company shall in any event be entitled to the maximum protection allowed by law in respect of the liability of or any limitation on damages recoverable from ship owners and the Company's right to such protection shall also apply where the Company is not the ship owner or Demise Charterer of any Vessel operating on any part of the Company's Services. This entitlement shall include but will not be limited to reliance on the Convention on Limitation of Liability for Maritime Claims 1976 as enacted by the Merchant Shipping Act 1995, Schedule 7, Part 1 as amended.

4.5 The Company shall not be liable for any loss or damage of whatever nature and howsoever caused even if caused by the negligence of the Company and/or its servants and/or its agents, to any pets, cycles or prams carried on any of the Vessels. This clause applies during the loading, carriage and unloading of any pets, cycles or prams. Pets, cycles and prams are carried at their owners' risk. The owners are responsible for safely stowing and securing pets, cycles and prams prior to sailing.

4.6 The Company shall not be liable for any loss or damage of whatever nature and howsoever caused arising from:-

4.6.1 the imminence, outbreak or existence of war or by the exercise of control over the use of the Vessels by any government; and

4.6.2 fire, natural and other disasters, Acts of God, terrorist activities, quarantine, sanitary, customs or labour regulations, lock-outs, strikes, ice, congestion of or closure of ports, perils of the sea, rivers and navigation, defects in or breakdown of machinery and any other cause beyond the control of the Company.

- 4.7 The Company shall not be liable for any Consequential Loss or damage of whatever nature and howsoever caused even if caused by the negligence of the Company and/or its servants and/or its agents, arising out of or in connection with:-
- 4.7.1 the discontinuance of, or delay in, or the alteration in the times fixed for, the sailing of any Vessel;
 - 4.7.2 the alteration in the number of Vessels sailing;
 - 4.7.3 the discontinuance or alteration of any Connecting Services;
 - 4.7.4 any delay or detention howsoever caused, including but not restricted to the circumstances provided for in clause 3.2;
 - 4.7.5 any action taken by the Company following upon any breach of any of the Conditions of Carriage;
 - 4.7.6 any personal injury to or death of any Passenger other than that provided for in clause 4.1; and
 - 4.7.7 any damage to or loss of Cargo, other than that provided for in clause 4.3.

5 Right to detain Goods

- 5.1 All Luggage, Cargo, cycles and prams are subject to a general lien and the Company have the right to hold and retain such Luggage, Cargo, cycles and prams until all charges due to the Company in respect of the Luggage, Cargo, cycles and prams are paid.
- 5.2 The Company shall be entitled to sell such Luggage, Cargo, cycles and prams following reasonable notice in order to satisfy any amounts due to the Company in respect of such Luggage, Cargo, cycle or prams. The Company may deduct from the proceeds of sale, the costs and expenses of and incidental to such sale.

6 Damage caused by Passengers, Luggage, Cargo, pets, cycles and prams

- 6.1 All Passengers, Shippers and Users of the Company's Services shall be liable to the Company in respect of any damage or loss occasioned by Passengers, Shippers and Users, or any of them to any of the Company's Vessels, equipment or crew, or any other property of the Company, arising out of the Passengers', Shippers' or Users' negligence or wilful acts or omissions or breaches of these Conditions of Carriage, and shall indemnify the Company in respect of all liability such as the Company, its servants and/or agents may incur directly, or indirectly arising out of such negligence, wilful acts or omissions.
- 6.2 All owners of pets, cycles and prams shall be liable to the Company in respect of any damage or loss occasioned by the pets, cycles and prams, or any of them, to any of the Company's Vessels, equipment or crew, or any other property of the Company, arising out of the owners' negligence or wilful acts or omissions or breaches of these Conditions of Carriage, and shall indemnify the Company in respect of all liability such as the Company, its servants and/or agents may incur directly, or indirectly arising out of such negligence, wilful acts or omissions.
- 6.3 All Passengers, Shippers, Users and owners of pets, cycles and prams shall be liable to the Company in respect of any damage or loss occasioned by Passengers, Shippers, Users and pets, cycles and prams to any third party, arising out of the Passengers', Shippers' or owners' negligence or wilful acts or omissions or breaches of these Conditions of Carriage, and shall indemnify the Company in respect of all liability such as the Company, its servants and/or agents may incur directly, or indirectly arising out of such negligence, wilful acts or omissions.

7 Luggage Allowance

- 7.1 A Passenger is allowed forty five kilos of Luggage free of charge.
- 7.2 All Luggage in excess of forty five kilos may be carried by prior arrangement with the Company.

8 Tickets and Receipts

- 8.1 All Passenger tickets and receipts for Cargo issued by the Company, shall be subject to these Conditions of Carriage, whether or not the same are repeated therein.
- 8.2 Where one ticket is issued in respect of a number of Passengers travelling in a group, the person to whom the ticket is issued is held to have contracted with the Company as agent for all the Passengers in the group travelling on the ticket, such that all such Passengers are deemed to have entered into a contract of carriage with the Company and to have received notice of these Conditions of Carriage.
- 8.3 The person to whom the ticket is issued, warrants that he or she has authority to contract on behalf of the Passengers travelling on such ticket.
- 8.4 The ticket is valid at and between the places named thereon and between intermediate places and is not valid for any journey unless it is produced on demand to any officer, servant or agent of the Company. If the ticket is not so produced, the holder will be liable to pay the ordinary fare for the relevant journey.
- 8.5 If the ticket is lost, immediate notice must be given to the Company. A duplicate ticket, at the discretion of the Company, may be issued upon payment of the Company's charge. If the original ticket is subsequently found, it must be returned at once to the Company.
- 8.6 The ticket is the property of the Company and must be surrendered to the Company immediately on the expiration or forfeiture. Should the ticket become defaced or illegible, the holder must return it to the Company who will issue a new ticket upon payment of the Company's charge.
- 8.7 The ticket is liable to forfeiture upon a breach of these Conditions of Carriage.

9 Insurance

- 9.1 Passengers, Shippers and intending Users are advised to consider insurance, taking into account the Conditions of Carriage of the Company.
- 9.2 All instructions given by the Company, its servants and agents to ensure safety, shall be complied with by all Passengers and Users of the Services. No agents or servants of the Company have authority to dispense with or vary any of these Conditions of Carriage.

10 Law and Jurisdiction

- 10.1 These Conditions of Carriage and any contract of carriage to which these Conditions of Carriage apply shall be governed by the law of Scotland. The Scottish Courts shall have exclusive jurisdiction in respect of any dispute arising out of or in connection with the Conditions of Carriage and any contract of carriage to which they apply.

ALL OF WHICH NOTICE IS HEREBY GIVEN