

Strangford Lough

FERRY SERVICE

Conditions for the Carriage of Passengers, Luggage, Non
Commercial Vehicles, Commercial Vehicles, and Animals
by the Department for Infrastructure
(DfI) – Roads and Rivers.

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General

These Conditions of Carriage apply to your journey on the Strangford Lough Ferry Service operated by DfI Roads and Rivers and your contract of carriage with DfI Roads and Rivers. Your contract of carriage is your ticket.

PLEASE READ THESE CONDITIONS OF CARRIAGE CAREFULLY

These Conditions of Carriage are intended to be easy to understand. If anything is unclear, or you do not understand something, please telephone the ferry office at Strangford (Monday to Friday 0900-1230 and 0100-1600) on 0300 200 78 98 or ask one of the crew.

If you require a copy of these Conditions please contact the ferry office.

The Conditions of Carriage shall be operative from the commencement/issue date until further notice.

These terms and conditions may be modified or amended at any time by DfI Roads and Rivers.

The Conditions of Carriage make up the entire understanding between DfI Roads and Rivers and its passengers and shall override and exclude any other variation of it whether written or verbal unless authorised in writing on behalf of DfI Roads and Rivers by the Divisional Manager, Southern.

As to what we mean when we use particular words:

- (a) When we use the words “we”, “us”, “our”, “The Department”, or “DfI” we are referring to DfI Roads and Rivers, together with all its employees, independent contractors and sub-contractors of those companies.
- (b) When we use the words “you” or “your” or “passenger”, we are referring to anyone travelling on the Strangford Lough Ferry Service. These terms apply to all such persons.
- (c) When we use the word “ferry”, we are referring to any ship or vessel operated by us to provide a ferry service.
- (d) When we use the word “ferry service”, we are referring to the Strangford Lough Ferry Service.
- (e) When we use the word “ticket”, we are referring to tickets issued to passengers, commercial and non-commercial vehicles. A valid Education Authority school pass is considered to be a ticket.
- (f) When we use the word “crew” or “ferry crew” we are referring to the skipper and ticket collectors who work onboard the ferry.
- (g) When we use the word “staff” we are referring to all employees of DfI Roads and Rivers including the crew.
- (h) When we use the word “Dangerous Goods Warning Symbols” we are referring to the descriptions provided in the “The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009”.

1 Applicable Laws and General Conditions

- 1.1 These Conditions of Carriage and your ticket form a contract of carriage which is governed by Northern Ireland law.

2 Your Acceptance of These Terms and Conditions

- 2.1 Sailing on board the Strangford Lough Ferry Service is deemed to be an acceptance of these terms and conditions.
- 2.2 If, for any reason, we do not give you a ticket, you will still be bound by these terms and conditions.

3 Sailings

- 3.1 We cannot guarantee to ship passengers, luggage, vehicles or animals for passage on the first available or any particular ferry or any particular day or time.
- 3.2 We reserve the right to suspend the ferry service for such periods as may be necessary due to poor weather, mechanical breakdown, overhaul, industrial disputes, matters of Health & Safety or any other circumstance.
- 3.3 We operate a turn up and sail operation. You cannot book a sailing in advance.
- 3.4 We may vary the hours of operation from time to time, for example for special events. Any variation lasting more than one week will be advertised on the NI Direct website and if possible the local press. All timetable variations and interruptions to service lasting more than one hour will be advertised on the TrafficwatchNI NI website.

<http://www.nidirect.gov.uk/strangford-ferry-timetable>

<http://trafficwatchni.com/home>

- 3.5 We may vary the sailing schedule at busy periods or to accommodate emergency services.

4 Fitness for Travel

- 4.1 We reserve the right to refuse to take on board any passenger, vehicle or animal (including pets) who or which, in our reasonable opinion may be a hazard either to the safety of the ferry, or to the safety of passengers and staff, or may be a nuisance or annoyance to other passengers or staff.
- 4.2 Reasons to refuse passage include, but are not limited to, passengers appearing to be under the influence of alcohol or drugs, passengers displaying violent or aggressive behaviour, the carriage of foul smelling or leaking loads and passengers refusing to pay the fare.

5 Carriage of Animals

5.1 Live animals

- 5.1.1 Small domestic pets are carried free. Dogs must be kept on a lead. Other than small domestic pets, all animals must be transported in appropriate secure transportation trailers. Aggressive animals may be refused passage.
- 5.1.2 We reserve the right to refuse passage to vehicles transporting live animals which are foul smelling or leaking effluent.

5.2 Dead Animals

- 5.2.1 We require animal carcasses to be appropriately covered and reserve the right to refuse passage if said carcasses are foul smelling or leaking effluent.

6 Dangerous Goods

- 6.1 We cannot carry any vehicles marked with a Dangerous Goods Warning Symbol.
- 6.2 We reserve the right to refuse passage to goods we consider to be dangerous or which may become dangerous.

7 Fares

General

- 7.1 It is an offence under Article 101 (5) of the Roads (NI) Order 1993 to travel with the intention of not paying the appropriate fare. Any passenger travelling on the ferry without intending to pay is committing an offence and will be liable to a fine not exceeding £500. A passenger having no means to pay must provide contact details to ferry crew and pay the full fare at the ferry office within one week. Smartcards will not be accepted for late payment.
- 7.2 Non payment of fares is recorded and legal action will be pursued to recover all costs.
- 7.3 Passengers refusing to pay may be refused passage.
- 7.4 Cash or cheques are accepted as payment on the ferry. Credit or debit cards are not accepted.
- 7.5 Payment by credit card for single or return journeys can be made at the Strangford ferry office during office hours (Monday to Friday 09.00 – 12.30 and 13.00 – 16.00 excluding public holidays).
- 7.6 Vehicle fares include the driver. All other passengers in the vehicle must pay the appropriate passenger fare.
- 7.7 Vehicle fares vary according to the length of your vehicle. Vehicle lengths are taken as the total length of the vehicle and trailer or caravan. Decoupling of a trailer or trailers on board the ferry is strictly prohibited.
- 7.8 The passenger is responsible if a ticket is lost, stolen or destroyed. You may be charged again if you fail to present, when asked, a valid ticket.
- 7.9 Euro notes are accepted as payment as an alternative to Sterling, Euro coins will not be accepted. The exchange rate is displayed on the ferry and in the window of the ferry office. Change will be given in sterling.
- 7.10 For security purposes CCTV cameras are in operation on ferries and on the slipways. CCTV footage may be passed to the PSNI to be used as evidence by the Police or the Department in prosecuting criminal activity or in assistance of identification. The Department observes the provisions of the Data Protection Act 1998 and the CCTV Code of Practice.

Tickets

- 7.11 Passengers must retain tickets in a legible condition. Tickets must be presented for inspection on demand by our staff or nominated agents.

- 7.12 Tickets are issued to foot passengers on boarding.
- 7.13 Tickets are issued to drivers and vehicle passengers on the ferry either immediately prior to or during the crossing. This does not apply if a ticket has been purchased by credit or debit card in the ferry office.
- 7.14 Return tickets are valid for one week from date of issue.

School Passes

- 7.15 Pupils travelling to and from school with a valid pass issued by the Education Authority must present their school pass on every sailing.

Smartcards

- 7.16 Smartcards must be presented to enable a ticket to be issued.
- 7.17 Journeys on the Smartcard are valid for one year. Using the card or topping it up will extend all the journeys on the Smartcard for a further year.
- 7.18 The passenger is responsible if a Smartcard is lost, stolen or damaged. A charge will be made for a replacement Smartcard.
- 7.19 For more information on ferry Smartcards – see Appendix 2

Free Travel

- 7.20 Passengers can travel free strictly on presentation of a valid Northern Ireland Senior Citizen 60+, War Disablement or Registered Blind SmartPass and R.O.I senior SmartPass issued by Translink.
- 7.21 Children under five years travel free.
- 7.22 There is no charge for bicycles. Cyclists pay the appropriate passenger fare.

Reduced and Discounted Fares

- 7.23 Reduced fares are available for children five years and over and under 16 years.
- 7.24 Passengers purchasing a 20 journey Smartcard or travelling under a group warrant (see below) receive a discount.

Concessionary Fares

- 7.25 Passengers can travel for a concessionary fare strictly on presentation of a valid Blue Badge, Northern Ireland SmartPass or half-fare SmartPass.
- 7.26 A concessionary vehicle fare applies to Blue Badge Holders. The Blue Badge holder may be the driver or a passenger, any other people in the vehicle will be charged at the appropriate passenger rate.

Group Warrants

- 7.27 Group warrants are available to groups of 10 people or more travelling together and making a minimum of 20 single journeys or 10 return journeys.
- 7.28 Group warrants must be purchased and paid for in advance from the ferry office in Strangford.

7.29 A Group Warrant is recorded and can be replaced if it is lost, stolen or destroyed.

Refunds

7.30 No refunds are payable for unused return tickets unless the passenger is unable to complete the return journey because of suspension of the service. In those circumstances a refund of 50% of the ticket cost will be issued on production of the unused ticket to the ferry office in Strangford.

7.31 No refunds are payable for unused or expired Smartcard journeys.

7.32 If Smartcards are registered credit will be given for lost, stolen or damaged cards. Any unused balance on the card when it is disabled will be transferred to a new card. A charge will be made for the replacement card.

8 Boarding, Loading and Departure

8.1 Unless otherwise directed, drivers are requested to park behind other vehicles in the traffic queue on arrival at the slipway.

8.2 Caravans, motor caravans and other leisure vehicles must have the domestic portable gas supply to their vehicles shut off and adequately secured before boarding the ferry.

8.3 All loads must be secured against movement of the ferry.

8.4 The ferry will normally be loaded on a first-come, first-served basis but this may vary if necessary to maximize use of the space available on the deck and to maintain the stability of the ferry. At times it may be necessary to take vehicles out of the queue in order to place them in particular locations on the deck.

8.5 Drivers must drive slowly on the slipway and on the ferry. Drivers must apply the hand-brake and turn off engine after parking.

8.6 All drivers and passengers must remain in the vehicle until a ticket has been issued.

8.7 Directions will be given by the crew to facilitate the safe and easy exiting of vehicles in the event of an emergency situation or to ensure the ferry is stable. **Passengers must listen carefully and comply with all instructions and directions given by staff before, during and at the end of the sailing.**

8.8 Bicycles must be placed where directed by crew.

8.9 We do not transport unaccompanied goods.

8.10 Foot passengers requiring assistance should wait at the designated waiting area at the top of the slipways at both Portaferry and Strangford. More information can be found online at <https://www.nidirect.gov.uk/articles/strangford-ferry-accessibility>

9 On Board

9.1 Passengers are requested to pay attention to safety announcements and read and observe safety notices.

9.2 Smoking is not permitted on the vehicle deck. Passengers are asked to refrain from smoking in vehicles until after tickets are issued. Smoking is permitted on the upper passenger deck.

- 9.3 If you are travelling with children please ensure that they are supervised at all times.
- 9.4 Unless otherwise directed, foot passengers must embark or disembark the ferry when instructed using the passenger walkway.
- 9.5 Indoor seating is provided on a first come first served basis for passengers. We cannot guarantee seating or shelter for all passengers.
- 9.6 Reasonable efforts will be made to arrange seating for people with a disability or reduced mobility.

10 Liability

- 10.1 All luggage, goods, vehicles and animals shall be carried entirely at your own risk.
- 10.2 These Conditions of Carriage are not designed to be an insurance policy if things go wrong. You should consider having separate insurance, if that is appropriate.
- 10.3 We are not liable for any loss or damage arising from the variation, interruption, cancellation, delay, suspension or breakdown of the service.
- 10.4 The liability of the Department for death or personal injury to passengers resulting from negligence is not removed or limited.
- 10.5 You will be liable for any loss or damage occasioned by you to the ferry, the ferry service, the staff, the crew or the Department through negligence, wilful act or omission or breach of these conditions.

11 Lost Property

- 11.1 Any property not claimed within 3 months will be regarded as abandoned and may be sold or otherwise disposed of by us and we shall have the right to retain any proceeds of sale. Any luggage or goods of a perishable nature or which in our opinion may cause injury or inconvenience may be disposed of earlier than 3 months.

APPENDIX 1 Complaint Procedures

The Strangford Lough Ferry Service complies with our Customer Charter as regards answering your queries or complaints. Further information can be obtained at the following link:

http://www.Dfni.gov.uk/index/complaints-procedure/roads_complaints_procedure.htm

If you have any complaint in respect of services provided by us please bring it to the attention of the ferry crew immediately. If it is not then resolved to your satisfaction you should contact us promptly giving full details and if possible a daytime telephone number or e-mail address, so that we can make a timely and thorough investigation.

Outside the requirements of the EU Passenger Rights Regulation, DfI Roads and Rivers aim to respond to:

Verbal complaints - in person or by telephone within 1 working day

Written complaints - acknowledge complaint within 3 working days and send out full reply within 15 working days.

If there is going to be a delay the complainant will be informed of the reason & given a revised response date.

You may contact us:

1. At our Strangford Office by telephone on 0300 200 78 98

2. Write to us at:

DfI Strangford Lough Ferry Service
Strangford Lough Ferry Terminal
The Slip
Strangford
County Down
BT30 7NE

3. DfI Roads and Rivers

Rathkeltair House
30 Market Street
Downpatrick
County Down
BT30 6AJ

4. By email at:

strangfordferry@infrastructure-ni.gov.uk

APPENDIX 2 Ferry Smartcard

More information on the Ferry Smartcards can be found;

In person at:

DfI Strangford Lough Ferry Service
Strangford Lough Ferry Terminal
The Slip
Strangford
County Down
BT30 7NE

By Telephone: 0300 200 7898

Or online at:

<http://www.nidirect.gov.uk/strangford-ferry-Smartcard>