

TERMS & CONDITIONS

MarlinFastboat.com Booking Conditions

This site (the 'Site') compares prices and timetables for ferry journeys, and allows you to book journeys. The Site is owned and operated by Island Ventures (referred to in these Booking Conditions as 'we' or the 'Company'). We do not ourselves operate any ferry services, and any booking that you make through our Site (or our call centres) for ferry journeys are made subject to these Booking Conditions, and also to the terms of the operators of the ferry services.

1. Application

These Booking Conditions apply to all passenger bookings made for ferry journeys, through this Site or through our call centres, and replace all previous conditions. 'You' means the person making the booking, and each of the people for whom the booking is made, through this Site or our call centre, is referred to in these Booking Conditions as a 'Customer'. You might (but need not be) a Customer. In these Booking Conditions, we use the term 'Services' to mean the services offered by us, which comprises displaying potential ferry options to you, and connecting you to third party operators of ferry services.

2. Parties

These Booking Conditions apply to our Services.

Your booking for ferry travel forms a contract with us, as well as a contract with the ferry operator (each is an 'Operator'), whose terms (the 'Operator Terms') are made available to you before any booking is completed, and which you also accept when a booking is made. You are responsible for familiarising yourself with the Operator Terms, which apply to your booking. In the event of any conflict or inconsistency between these Booking Conditions and the Operator Terms, the Operator Terms prevail.

It is very important that you and each Customer understands that we operate this Site, and that the Operator is responsible for all journeys made on their ferry service.

We may change these Booking Conditions from time to time, but any changes will not apply to any bookings that you have already made. You should save the Booking Conditions that apply when making a booking so that you can refer to them at a later date.

The person who makes a booking using this Site or our call centre must have authority to make any booking on behalf of any other Customers. The person who makes a booking is responsible for his or her activities on our Site, and safeguarding any personal information provided, including passwords, names, passport and travel details. The person who makes the booking must ensure that all information provided by him or her is complete and accurate.

3. Fares and General Information

Fares are based on the number of passengers, route(s), class, travel dates and times. Your booking may require Customers to depart and/or return at or within specified dates and times. If Customers do not adhere to such specified dates and times, they may be refused travel and/or have their booking specification and accommodation changed, and/or be subject to additional charges. In particular, the benefit of any

promotional rates may be lost and full fares charged. Additional charges as contemplated in this paragraph may be debited to your credit or debit card that you used when making a booking, without further reference to you.

Passenger space and on-board accommodation are subject to availability and may not always be available. Promotional fares are subject to additional special conditions including a general condition that if any portion of the itinerary is not used, we or the operator reserves the right to apply additional charges to you. We have the right to vary all displayed fares including where Operators change their fares (including, but not limited to, for reasons of currency fluctuations, oil prices, changes in law) at any time until a booking is confirmed.

Items such as surfboards, diving equipment, SUP, kayaks or any other items different from normal baggage may be charged an additional fee.

Not all of the Operators have facilities to accept bookings for people with disabilities. Enquiries should be made at the time of booking whether the operator has the facilities that any Customer requires.

4. Departure Schedules

All departure/arrival times are estimated by the Operator and are given as local times – please refer to your booking confirmation for details. You are advised to check with the Operator for any changes prior to commencing your journey. Sailing schedules may be interrupted and/or crossing times extended or cancelled due to adverse weather conditions and/or tidal conditions and/or other circumstances.

It may be necessary to use alternative ships or points of departure or arrival on any sailing or to change/withdraw the facilities/services available for various operational, technical or scheduling reasons.

We do not accept liability howsoever arising for any costs or inconvenience caused as a result of such circumstances, but we will try to notify you, if practical, using the contact details provided by you at the time of booking. The Operator Terms apply to any liability of the Operator in such circumstances.

5. Animals

The carriage of animals is only permitted if the Customer notifies us before making the booking. Any such carriage must be in accordance with any relevant legal requirements and the requirements of the Operator. A charge may be made for the carriage of any animals, and further conditions may be imposed. Please seek advice from your vet or the appropriate authority before making a booking. You are legally responsible for the animals and wholly responsible for obtaining any necessary documents, consents and permission.

6. Hazardous Materials

Neither the Company nor the Operator will accept bookings from passengers that are carrying dangerous or hazardous materials. In certain circumstances written permission may be obtained from the Operator, but such permission may be subject to additional charges and conditions. You are responsible to the Operator for the carriage

of such materials, whether declared or undeclared. In the event that you seek to carry undeclared dangerous/hazardous materials, carriage may be refused without refund.

7. Confirmation and Payment

Unless you have set up a credit account with us, you must pay for each booking at the time of booking, before a confirmation is issued. Payment can be made by credit card, paypal, iDEAL, Sofort banking, KBC/CBC, Belfius Direct Net, ING Homepay, Giropay, Bancontact or debit card. Corporate/Commercial cards are subject to a 2% surcharge. Consumer credit cards issued by banks located outside the EEA are subject to a 2% surcharge.

When you contact the Company to make a booking, and have made full payment for all Customers covered by the booking, we will issue a confirmation advice note that sets out the details of your reservation and provides other information on the basis of the information that you have provided.

If you have not received that email from us within 24 hours of you making the booking, you should contact our customer services team at reservation@MarlinFastboat.com. You agree that the data that we store in our information systems (or those of our service providers) constitutes proof of your booking and its details.

If payment is made by debit or credit card the amount or balance due will be taken from that card at the time of booking. The contract between us and you is formed once details have been confirmed to you either by electronic confirmation via our Site or by email or telephone or fax. Either we or the Operator will issue you with an electronic ticket, or we or the Operator will email a ticket to you for your travel.

8. Cancellation

If the ticket purchased permits cancellation then the booking may be cancelled and refunded subject to these Booking Conditions and the Operator Terms. Promotional or special offer tickets may not be refundable and you should check with us at the time of booking whether additional conditions are attached to your ticket that may result in no refund being available. Any payment card charges applied to bookings are not refundable. Any deposit payments for bookings are not refundable. If the Customer does not undertake the ferry journey for which the Booking is made, refunds will only be made to you in accordance with the relevant Operator Terms.

9. Amendment Fees

You may only make an amendment to a Booking at the Operator's discretion. Some bookings may be subject to an amendment fee plus any difference between the fare that you booked and the new fare.

MarlinFastboat.com own fee may be charged as follows:

- For amendments on initial ticket booking value of less than \$100, the amendment fee will be \$10
- For amendments on initial ticket booking value of over \$ 100, the amendment fee will be \$ 25
- Some bookings, such as promotional or special fares, cannot be amended, and you should check with the Company at the time of booking whether your booking can be amended, or not.

10. Check in

Latest check-in times are as stated during the booking process and also on the booking confirmation. If a customer is not ready to board the ferry by the latest check-in time, boarding cannot be guaranteed as waiting lists may have been accepted. If a customer has special requirements, or has received our permission to carry animals or dangerous goods, generally that Customer is expected to check in earlier as stated on the booking confirmation.

The Operator has absolute discretion as to whether or not to accept any passenger or luggage on board. Each Customer must have all the necessary travel documents to enter the countries which he or she intends to visit and for re-entry into the country of departure.

You are responsible for ensuring that the name on each Customer's passport matches the name on the ticket, otherwise the Customer may not be able to travel and any travel insurance may be invalid. If any Customer changes his or her name between the date of the booking and the date of travel (for example, following marriage), you must notify us at reservation@MarlinFastboat.com.

11. Your Responsibility

You are responsible to the Company and the Operator for fully complying with these Booking Conditions and any additional requirements imposed by the operator or by law. You are also responsible for providing full and accurate information about your booking, including the passengers.

12. Compulsory Law

Your booking is subject to any compulsory law or convention applicable to the ferry booking and your attention is specifically drawn to the Athens Convention relating to the Carriage of Passengers and Their Luggage by Sea 1974, which both imposes obligations on the carrier and limits their liability. You recognise and agree that we are not responsible for providing you with the ferry service – that is provided solely by the Operator.

13. Events beyond the parties' reasonable control

If an unforeseen event, which could not have been avoided by us or the Operator taking all due care, significantly impedes the travel which has been booked, then either we or you can terminate the contract.

14. Our liability

We are responsible for:

- the selection and monitoring of Operators
- accuracy of information that we provide.

We are not responsible for information not published by us, including information published on Operator websites;

We are not responsible for the journey that you book through us – that is the responsibility of the Operator.

Unless required by The Package Travel, Package Holidays and Package Tours Regulations 1992 or other mandatory legal requirements, we are not responsible for shortcomings in arrangements brokered by anyone other than us.

15. Limitation of Liability

We do not limit our liability for (i) loss caused by our fraud or fraudulent misrepresentation (ii) loss arising from death or personal injury caused by our negligence; or (iii) any other loss that may not be excluded or limited by applicable law. In all other respects, we shall be liable only for losses which arise directly: (a) from our breach of a legal duty of care; or (b) are a result of our breach of these Booking Conditions, and that liability is at all times limited to a sum equivalent to twice the amount paid by you for a booking, in respect of the relevant Customer.

Claims against us for compensation are limited or excluded insofar as international treaties or other legal regulations that limit or exclude liability apply to the arrangements to be provided. Liability for sea transportation is governed by the applicable stipulations of international treaties including the Athens Convention. That treaty limits the liability of the Operator for shipping incidents and fault or negligence.

16. You must make any complaint promptly, by contacting us by post or by email to reservation@MarlinFastboat.com.

17. Prices

The prices for prospective bookings will be as quoted on the Site from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted except as stated above.

18. You understand and agree that we act as an intermediary between you and the Operator, and we will not be held liable with respect to the Operator's services.

19. Free Hotel Pickup and Drop service by the operator

Free hotel pickup and drop service is a free service offered and operator by the boat operator and subject to availability and terms. This is in no way a service by **MarlinFastboat.com** and since it is a FREE service it is never part of or included in any of our prices. We are not responsible for any delays or other issues that may arise from using this free service.

20. These Booking Conditions are governed by the laws of The Netherlands. You agree that the Dutch Courts shall have jurisdiction to hear and determine any dispute arising from the interpretation of these terms.

21. If any provision (or part of a provision) of these Booking Conditions is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part shall, to the extent required, be deemed not to form part of this agreement with you and the validity and enforceability of the other provisions shall not be affected.