



Terms & Conditions for the carriage of Persons by Place Ferry
Cornwall Ferries Ltd T/A Place Ferry (Company number 4648205)
2 Ferry Cottages, Feock, Truro, Cornwall TR3 6QJ

1. Interpretation

1.1 In these terms and conditions when we use any of the terms “we”, “us” or “our”, we are referring to Cornwall Ferries Ltd, together with, where applicable, all employees of that company.

1.2 When we use either of the terms “you” or “your”, we are referring to you and all of the people who will travel on a ferry operated by Cornwall Ferries Limited. These terms apply to all such persons.

1.3 When we use the term “ferry”, we are referring to any boat operated by us to provide a ferry service between St Mawes and Place.

1.4 References to the “Athens Convention” relate to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. http://www.imo.org/Conventions/contents.asp?topic_id=256&doc_id=663

2. Timetables

2.1 Timetables are published annually, though we reserve the right to vary or change timetables from time to time without prior notice.

2.2 It is the passenger’s responsibility to check timetables on the day of travel. No refunds can be processed for missed crossings due to passengers not arriving on time. Timetables can be found online at www.falriver.co.uk/place

2.3 While we try and ensure that all prices, times and dates quoted by our website or publications are accurate, errors may occur.

3. Tickets

3.1 Tickets are only valid for travel on the day of issue with the exception of the Fal Mussel Card Visitor and Fal Mussel Card Local. Separate terms and conditions for the Fal Mussel Card can be found online at www.falriver.co.uk/mussel

3.2 Return journeys on return tickets must be taken on the day of issue. Open return tickets are not available and in this case two single tickets must be purchased.

3.3 Individual seats on ferries are not pre-bookable, although groups of passengers may pre-book where a specific journey is required. Ferries are usually boarded on a first come first served basis. The Place Ferry is licensed to carry 12 passengers and when the licensed number is reached we can accept no more passengers on that sailing.

3.4 If you have purchased a ticket pursuant to a special offer or other promotion, other terms particular to that offer or promotion may apply to your booking and journey. Please refer to the relevant promotional materials and, if you have any questions, contact our main office on 01872 861910.

3.5 Family tickets allow 2 adults and up to 3 children to travel on a return crossing.

3.6 We will not be responsible for any lost, stolen or destroyed tickets and no refunds will be made in respect of these.

4. Cancellations and delays

4.1 We reserve the right to cancel/delay sailings due to weather and circumstances beyond our control and in all cases the skipper’s decision is final.

4.2 We will endeavour to give warning to return passengers

if the service may have to stop due to weather on that day, however we accept no responsibility for passengers who are unable to make their return journey due to cancellation because of weather or other circumstances beyond our control.

4.3 In the event of a sailing being cancelled by us, we will refund the full value of any unused ticket purchased for that sailing.

4.4 We are unable to offer refunds on any tickets other than those referred to in 4.3

4.5 We will endeavour to keep the live Ferry Status up to date on the website www.falriver.co.uk/ferryapp but no responsibility is taken for changes between reading and travelling.

4.6 There may be times due to tidal conditions, where landings may be cancelled or changed, resulting in a disrupted service until conditions change.

5. Access, Bikes, Children and Animals

5.1 Due to steep landing steps on all Quays, none of our pedestrian ferries have wheelchair access.

5.2 The boarding steps on St Mawes Quay are fairly steep and can be slippery. The landing pier and surrounding pathways at Place can also become quite muddy or slippery in bad weather.

5.3 Care should be taken at all times while boarding.

5.4 Bikes may be taken onboard at an additional charge but must be carried down the steps and onto the ferry. Panniers should be removed from bikes. Due to the size of Place Ferry, there is a limited number of bikes that can be carried at one time. In the rare event of lack of space, you may be required to wait with your bike until the next crossing.

5.5 Pushchairs can be taken onboard but children are to be removed before boarding and pushchairs collapsed if this is possible.

5.6 Assistance will be given by ferry crew at their discretion.

5.7 Children under 16 MUST be supervised by an adult at all times.

5.8 Dogs and other domestic pets accompanying passengers travel free of charge. However, we reserve the right at all times to refuse to carry or to delay the carriage of live animals, which are carried in any event at the risk of their owner, or if the owner is not the person bringing them aboard a ferry, at the risk of the person who does. Such person(s) shall be responsible for any loss or damage caused by the animal(s) to the ferry, our equipment and furnishings or the person or property of other passengers and all expenses arising there from or from our employees or sub-contractors.

6 Combination Tickets

6.1 In the event that you purchase a ticket from us to include travel on another mode of transport, or entry to an attraction, such travel or entry will be subject to the regulations and conditions of carriage of the carrier or attraction involved. We shall issue any ticket issued for or used on such other transport as agents only for the carrier or carriers concerned.

7. General

7.1 Belongings should be kept with you at all times while travelling on the ferry and waiting at the Quay. Conditions onboard on deck can be damp or wet. We accept no responsibility for lost, stolen or damaged belongings.

7.2 We reserve the right to refuse passage to any person,

who in our reasonable opinion, is deemed unfit to travel, including those under the influence of alcohol and drugs. We ask all our passengers to respect other passengers and crew and not to use language that could be perceived as threatening or rude. Any passenger who is causing a nuisance or disturbance will be taken back to shore and will not receive a refund. In certain circumstances we reserve the right to request police involvement.

7.3 We reserve the right to refuse to allow you to take on board luggage, goods or other property which, in our reasonable opinion, are unfit to be carried on a ferry for any reason.

7.4 You shall, for the safety of yourself and all other passengers and crew, comply with all reasonable instructions and directions given from time to time by our staff and crew, before, during and at the end of your journey.

7.5 We operate a strict no smoking policy on all ferries.

7.6 We do from time to time charter in vessels, if this is the case, you are also bound by that operators terms and conditions as well as ours.

8. Our Liability

8.1 The Athens Convention applies to your travel and that of any other passengers to whom your booking applies and operates to limit our liability to you and any such person(s) during a “period of carriage”, which is defined by the Athens Convention (and which varies, depending on whether it is being applied to you, to other relevant passenger(s), or to luggage, vehicles or other property).

8.2 Our liability to you and to any other passengers travelling under your booking in respect of any:

8.2.1 death or personal injury; and

8.2.2 loss of or damage to property which occurs during this period of carriage,

8.3 shall in no event exceed the appropriate limits set out in the Athens Convention, as such limits may apply from time to time in England and Wales.

8.4 Our employees shall not be liable to you for any loss arising from any act, neglect or default by them while acting in the course of their employment or in providing services. They will benefit from all legal defences and protections available to us and we will act on their behalf in relation to this.

8.5 Our employees and agents have no authority to waive or vary any of these terms and conditions.

8.6 These terms and conditions shall be governed by and construed in accordance with the English law.