

Terms and Conditions

Our Terms and Conditions will apply to your booking. We believe that our Terms and Conditions are fair and clear. Please read them carefully.

1. YOUR CONTRACT WITH US

1.1 Terms of business

You will be accepting that our Terms of Business apply on behalf also of all persons using our services pursuant to a booking made by you and must inform them accordingly.

1.2 Travel only

You will be contracting with Kintyre Express for travel-only bookings.

1.3 Variation in services and/or prices

We reserve the right, before you book, to vary the services described on our website and in our brochures, including prices and departure dates and times, and to designate a different boat for a particular journey. You will be told of any such variation when you request a booking.

1.4 Variation in terms of business

Our employees and agents are not allowed to vary, waive or make any representation in respect of any of these Terms of Business; only employees in our head office are allowed to discuss and, if appropriate, explain these Terms of Business.

1.5 Special offers and promotions

Special offers and promotions may be subject to certain terms and conditions, e.g. as to payment, which vary from those set out in these Terms of Business.

1.6 Availability of space

All products featured on our website or in our brochures are offered subject to availability of allocated space, which may be limited.

1.7 Kintyre Express

Any reference to "we," "us" or "our" is to Kintyre Express and includes its respective employees and agents.

1.8 Law and jurisdiction

Scottish law shall apply to the arrangements made with you and the Scottish courts shall have non-exclusive jurisdiction.

2. COMPLAINT PROCEDURE

If you have any complaint in respect of services provided by us please bring it immediately to the attention of the management.

If it is not then resolved to your satisfaction you should contact our office promptly giving the booking reference number, full details and if possible a daytime telephone number or e-mail address, so that we can make a timely and thorough investigation. You may also e-mail us at info@kintyreexpress.com.

Alternatively you may contact us by telephone on 01586 552319, or write to us at Kintyre Express, Benmhor, Campbeltown, Argyll PA28 6DN

3. BOOKING AND PAYING

3.1 When payment is due: Payment for all bookings is due at the time of booking, unless we state otherwise. If payment is not made when it is due, we will be entitled to cancel the booking without notice.

3.2 How to pay: Payment may be made by major credit or debit card - no charge applies. Payment may be made by cash or cheque, if the booking is made a minimum of 7 days or more before the date of departure. Cheques must be supported by a valid cheque guarantee card, at our Campbeltown office in person.

3.3 Prices applicable: The prices shown in Sterling on our website or in our brochures are applicable only for bookings made in the United Kingdom.

3.4 Fuel surcharge: We reserve the right to levy a fuel surcharge in the event of increases in fuel cost prices. This would result in an additional charge to the prices shown on our website or in our brochures.

4. INSURANCE

We recommend that you arrange Personal Travel Insurance which may cover you in the event that you have to cancel your trip or face delays.

5. TRAVEL BY KINTYRE EXPRESS

5.1 Check-in: You must check-in no later than 15 minutes before your booked travel time otherwise your space cannot be guaranteed and you may not be permitted to board.

5.2 Children: Children under 16 must be accompanied by a responsible adult.

5.3 Validity of bookings: Your booking is valid only for the departure dates and times stated unless otherwise expressly stated.

5.4 Pets: Cats and dogs may travel free of charge at the discretion of Kintyre Express personnel. Cats and small dogs are only permitted if they are secured for the duration of the crossing in a pet traveller case. Guide, hearing and autism assistance dogs are welcome.

6. TRANSPORT, TIMINGS AND ROUTES

We will seek to provide you and your luggage with the journey shown on your e-ticket and reservation advice, though ferries, sailing times/dates and destinations may be affected by weather conditions or port closures, or may be changed (at our discretion) by operational requirements. We will try to arrange a suitable alternative ferry crossing if by reason of operational requirements we cannot provide the anticipated service within a reasonable time of the scheduled sailing. We will refund the fare if we cannot arrange a suitable alternative journey or if you do not wish to take any alternative journey offered by us.

7. YOUR RESPONSIBILITY

7.1 Refunds: We require you to accept that you will not be entitled to a refund if you change or cancel the travel arrangements for your booking other than as expressly set out in Clause 8 below.

7.2 Safety and security: We require you to accept that we are entitled at our discretion (subject only to refund of the fare) to refuse to provide transport for any person or luggage or for any reason related to safety or security or in the interests of other passengers or to ensure compliance with immigration, customs, health or other applicable regulations. You must comply with all safety and security regulations and notices and any instructions given to you by our employees or agents.

7.3 Firearms, dangerous goods:

You must not bring with you dangerous goods, firearms or animals without our prior written permission, compliance with all applicable regulations and the obtaining of any relevant licences.

7.4 Searches: We require you to accept that we and any relevant port authority are entitled to carry out searches of passengers and luggage pursuant to any statutory or other legal requirements.

7.5 Loss/damage to luggage: We require you to notify us (a) before or at the time of disembarkation in respect of apparent damage to or loss of luggage and (b) within 3 days of disembarkation in respect of damage to or loss of luggage and which is not apparent; if you do not notify us within those periods, you will be presumed to have received your luggage undamaged. We shall have no liability in respect of loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art, electronic equipment or other valuables unless they have been identified to and deposited with us for the agreed purpose of safekeeping.

7.6 Luggage left with us: If luggage is left with us after your journey, we may after a reasonable period sell it and need only account to you for the proceeds (less storage charges and costs of sale) if you make a claim within 12 months of the journey.

7.7 Failure to disembark: If for any reason (unless the cause is a fault on our part) you and/or your luggage do not disembark at the end of the journey you and/or they may be returned at our discretion to the port of departure or taken to another port with you being charged the appropriate fare in each case.

7.8 Documentation: We require you to reimburse us in full for any fines, repatriation or other removal costs, detention costs and other related expenses which we bear or incur by reason of your failure to possess all the documentation required by immigration, customs, health or other applicable regulations. It is advisable to have some form of documentation with a photograph when travelling.

8. CHANGES/CANCELLATION

You may cancel a travel-only booking at any time prior to departure subject to the cancellation charges shown in section 8.2 of our Terms of Business.

8.1 How to cancel: You may cancel a travel-only booking over the telephone, by email, or by informing us in writing.

8.2 Cancellation charges will apply as follows:

Should you wish to cancel your booking, you are entitled to a refund depending on how far in advance of travel you notify us.

(1) Ferry services: cancel up to 48 hours before travel - 100% refund.
cancel less than 48 hours before travel – 50% refund.

(2) Private charter: cancel up to 7 days before travel - 100% refund.
cancel less than 7 days before travel – 50% refund.

8.3 Refunds: Refund of the price paid will be made, if applicable, less any cancellation charges and subject to any particular conditions of the product purchased, provided that a claim is made within 30 days of the intended departure date.

8.4 Amendments at your request: If you request an amendment to your booking, and we are able to accommodate it, you will pay any applicable difference in fare at the time of the amendment subject to availability.

8.5 Delayed departures: We shall seek to keep you informed and provide for your needs if departure is delayed for any reason. If appropriate, we will seek to arrange a transfer to an alternative service.

8.6 Bad weather: Severe bad weather or sea conditions may lead to the cancellation of services. We do our best to assist passengers when this is the case, but cannot accept liability for any costs or inconvenience incurred.

9. OUR LIABILITY

9.1 Limitations and exclusions: Our liability in respect of death or personal injury shall in no case exceed the appropriate limit under the Athens Convention. Our liability for loss of or damage to property (regardless of where the loss or damage may occur) shall in no case exceed an amount equal to the respective limits under the Athens Convention. Please see clause 7.5 for further restrictions on our liability for certain items; we shall be under no liability to you (or other people travelling pursuant to a booking made by you) for any loss which does not arise naturally in the ordinary course unless you have notified us in writing prior to or upon making the booking of special facts or circumstances relevant to any such claim and we have knowingly accepted the additional risk; we shall be under no liability to you at all if the failure to perform or improper performance of any contractual obligation is caused by:

- (a) your own fault or the fault of anybody else included in your booking; or
- (b) a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable; or
- (c) (i) any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if all due care had been exercised; or
 - (ii) an event which we or any supplier of services, even with all due care, could not foresee or forestall.

9.2 Athens Convention. The Athens Convention relating to the Carriage of Passengers and their Luggage by Sea of 1974, as modified or re-enacted, will apply in respect of each booking and journey by sea.