



Starlight Ferries

Mornings*Evenings between Yarmouth*Lymington

STARLIGHT FERRIES Conditions of Carriage:

When you make a booking with us you guarantee that you have the authority to accept, and do accept on behalf of your party, these Booking Terms and Conditions, which apply to all bookings with Starlight Ferries Limited as set out in these Booking Terms and Conditions. Please therefore read these Booking Terms and Conditions carefully. All bookings made by you and accepted by us are subject to these Booking Terms and Conditions. Any variations to these Booking Terms and Conditions shall only be valid if they are agreed to in writing by a director of Starlight Ferries Limited.

1. YOUR CONTRACT

Your contract for your travel arrangements (as confirmed at the time of booking) is with Starlight Ferries Limited (Company Number: 10143552), whose registered office is at Seapie Corner, Alma Place, Yarmouth Isle of Wight PO41 0QQ.

It is also agreed by you that this contract is deemed to have been made at our offices and is subject to the laws of England and Wales and any dispute or claim under it will be submitted to jurisdiction of the English courts.

When you book with us you accept responsibility for the proper conduct of you and your party. We reserve the right to terminate your booking, or that of any member of your party, owing to misconduct, in accordance with these Booking Terms and Conditions.

We are not a Common Carrier (someone who must take any passenger who offers the right fare), so we can refuse to carry you, your baggage, any member of your group or Goods (as defined below).

We may have the right to limit our liability for loss of life or personal injury, and for loss or damage to goods under the Merchant Shipping Act 1995. This Act sets upper limits on what we have to pay for death or personal injury to people who are not passengers. It also excludes our liability altogether for loss of or damage to certain unaccompanied property and undeclared valuables on board resulting from such things as fire or theft. If we are able to limit our liability under the Merchant Shipping Act 1995 (in respect of carriage of passengers and their luggage by sea) then our liability will be limited, as appropriate, under this Act.

Starlight Ferries' liability for loss or damage to or in connection with the goods shall in all circumstances and in every respect be limited to £100 (one hundred pounds) per passenger ticket or bill of lading. If Starlight Ferries issues a receipt Starlight Ferries will treat it as if it were a bill of lading.

If we arrange for someone else to provide other facilities, you must keep to any conditions that the other party imposes on you. In such circumstances, we only make such arrangements acting as agent and the terms and conditions of the providers of those other services and/or facilities will be liable to you in respect of such arrangements. Starlight Ferries Limited shall not be liable in any way in respect of any act, omission, performance or non-performance of such services and/or facilities.

2. DEFINITIONS

Starlight Ferries Ltd.

Directors:

Address:

Phone:

Company Registration Number: 10143552

John Dexter and Alice Macnab

Seapie Corner, Alma Place, Yarmouth Isle of Wight PO41 0QQ

01983 760309

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In these Booking Terms and Conditions, the words and phrases which follow have the meanings shown next to them.

“Carrier” means Starlight Ferries Limited, the owner or any charterer, or operator of the Vessel, their servants and/or agents or any other person or company to the extent that it acts as carrier of persons, luggage and other Goods, or performs any other service incidental to such carriage.

“Vessel” means any Vessel which we own or run, or which we arrange for someone else to provide, to carry you or your Goods.

“Goods” means cargo, property, baggage, cycles, live animals (if approved by us), and other goods (unless the law states otherwise).

“Shipper” means any person, or their agent, whose Goods we carry on our Vessel or Vehicles if that person does not travel with the Goods.

“We, Us, Our” means Starlight Ferries Limited, a company registered in England and Wales, including any organisation who takes over the business, and where appropriate our employees, agents, independent contractors and sub-contractors.

“You, Your” means the person agreeing to these Booking Terms and Conditions, together with each person who may go aboard the Vessel, even if they have not paid, and each Shipper.

3. MAKING YOUR RESERVATION WITH STARLIGHT FERRIES LIMITED

3.1) Once we have accepted your booking either electronically (via our website, telephone or email) or in writing and issue our confirmation e-mail or text message, a contract comes into force between You and Us incorporating these Booking Terms and Conditions.

3.2) Full payment is required at or before the time of boarding.

3.3) Payment is accepted by Cash, credit or debit card, or by reduction in balance of a crowdfunder's credit account with Us.

3.4) If we do not receive monies due to us, we reserve the right to treat Your Booking as cancelled and levy any applicable cancellation charges.

3.5) You will not receive a reminder that any final payment is due

3.6) We reserve the right to levy a charge of 3% of the transaction value where payments are made by credit card.

4. PRICES AND COSTS

4.1) The cost of your travel with Us is as listed on our website and current product list). We reserve the right to alter the prices of travel with Starlight Ferries as shown on our website and product list and you will be advised of the current price of the travel with Starlight Ferries that you wish to book before your booking is confirmed.

5. IF YOU WISH TO CANCEL, CHANGE or AMEND YOUR TRAVEL ARRANGEMENTS WITH STARLIGHT FERRIES

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If you wish to amend, change or cancel your travel arrangements with Starlight Ferries the following procedures will apply depending on the booking you have made:

5.1) Up to 24 hours before the sailing, you are obliged to contact Starlight Ferries to advise of your cancellation.

5.2) Within 24 hours before the sailing, you are obliged to contact the on board crew to advise of your cancellation.

5.3) As payment is made on boarding, no Refunds are permitted. Crowdfunders should contact Starlight Ferries to discuss the re-imbusement of their credit (based on their contribution and timely cancellation of any booking).

8. YOUR JOURNEY WITH STARLIGHT FERRIES LIMITED

We will do all we reasonably can to transport you and your goods on the scheduled journey at the advertised time. We will not be responsible if, despite these efforts, our Vessel or Vehicles do not run on time, do not start or finish the journey at the advertised times, do not make the journey by the advertised, or the normal or shortest route.

We may need to cancel or make alterations to a journey due to the safety and convenience of our passengers, or if there are circumstances we cannot control. We may need to go by a different route; delay our departure time; leave early; drop or pick up you or your Goods at a different place; cancel your journey; or replace the Vessel or Vehicle with a different Vessel or Vehicle, or transfer you or your Goods to another Vessel or Vehicle. Our Vessel may also have to go to help others during your journey. Time shown in timetables or elsewhere is not guaranteed and forms no part of this contract. Schedules & prices are subject to change without notice and we shall have no liability in respect of you making any connections or any onward journeys.

You are advised that the Merchant Shipping Act 1995 as in force under English law applies to these Booking Terms and Conditions. This limits our liability for death or personal injury or loss of or damage to goods. We will not be liable for any losses, damages or expenses arising from delay or for consequential losses howsoever arising. In no circumstances will we be liable to you for any loss, damage or expense of any nature which arises out of:

- your fault or that of any person travelling with you; or
- the act or omission of any third party who has no connection with the provisions of the services that we have agreed to provide to you where such act or omissions is unforeseeable or unavoidable by us; or

Any unusual or unforeseeable circumstances outside our control where the consequences could not have been avoidable even with the exercise of all due care by us

Any responsibility we have to you will end as soon as you and your Goods (or, if you are a shipper, as soon as your Goods) are off the Vessel safely. If for any reason, unless the cause is a fault on our part, you or your Goods are not disembarked at the end of the journey, you and/or the Goods may

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be returned at our discretion to the port of departure or, taken to another port with you being charged the appropriate fee in each case.

If a service is cancelled by Starlight Ferries, passengers will be offered an alternative timed crossing with Starlight Ferries. If a service is cancelled by Starlight Ferries due to severe bad weather, sea conditions or any other reason, we cannot accept liability for any costs or inconvenience caused by such delays, nor are we able to transfer you to alternative crossings with other ferry operators.

Cancellation Repay

If our services are cancelled and we are unable to offer an alternative crossing within an hour of your original travel time, Starlight Ferries will compensate you in the form of an Apology Voucher dependent on the value of the ticket you hold.

These vouchers are valid for one single journey and can be used by yourself, family or friends.

In the unlikely event of cancellation, or suspension of our service no refund will offered to passengers travelling, or intending to travel using any Starlight Ferries voucher (with exception to extra day voucher as detailed above).

Vouchers have no cash value.

9. PETS

Dogs may board the Vessel or Vehicle and must sit on the floor or be transported in a pet carrier. If any dog should foul in the terminal or on board the Vessel the owner/carer is responsible to clear up the mess and inform a member of crew/staff of the Vessel. Any Owner/carer who does not abide by this rule may be charged £20 by Starlight Ferries, to deal with the costs involved in clearing such foul/mess.

10. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Terms and Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of 'force majeure'. In these Booking Terms and Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care and attention, foresee or avoid, and which are outside of our (or their) reasonable control. Such events may include (but are not limited to) actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. CHECK-IN

Remember, departure timings in our leaflets, on our posters and on our website are for guidance only and are subject to change. The times quoted in your e-mail confirmation are local times. All passengers must be at the departure point at least 5 minutes before the latest departure time advised by us regardless of any delay, or any such other period notified to you by us. We cannot

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guarantee travel within 5mins before scheduled departure. We will make every reasonable effort to ensure an on time departure for our services and we ask for your understanding in this matter.

There are a number of reasons for which you could be refused boarding or entry:

If you arrive late for the specified check-in time. We accept no responsibility should you be unable to board the Vessel for any reason. Your ticket is not transferable to an alternative date however we will endeavour to transfer you to the nearest available service on the ticketed date subject to space being available.

If in the opinion of a person in authority, you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers our responsibility for your journey will immediately cease.

In any of the above circumstances we will not be responsible for any costs you may incur nor will we make any refunds to you in relation to these incidents.

Travelling on a non-valid or fraudulent ticket

12. SPECIAL REQUESTS

We will try to meet any special requests you tell us about at the time of booking but we cannot guarantee these. If we cannot meet your special request, we will not pay any compensation and will not have any liability. We will not always be able to tell you before you leave if we cannot meet your special requests.

13. INFANTS

No more than one infant (being a child under the age of 4 on the date of travel) per accompanying adult, parent or guardian may sit on their lap and may be allocated a seat if available. Children aged 4 or over must occupy their own seat and will be subject to the appropriate fare type. It is the accompanying adult's responsibility to ensure that all minors are seated correctly for the journey.

14. UNACCOMPANIED MINORS

Children from 7 to 12 years of age are not permitted for travel as an unaccompanied minor.

15. SMOKING & ALCOHOL

Smoking or the use of e-cigarettes is not permitted on or within our Vessel. No smoking or the use of e-cigarettes is allowed. It is an offence to obstruct or disconnect any Fire / Smoke alarms on any Vessel.

No alcohol may be brought on board for consumption on the Vessel. We reserve the right, at our discretion, to confiscate without compensation any alcohol believed to be for this purpose. We reserve the right to confiscate any other alcohol being consumed on board the Vessel without compensation.

16. SAFETY & SECURITY

You must pay attention to and comply with all regulations and notices relating to the safety and security of our Vessel, the crew and passengers. For these reasons, you must be prepared to allow,

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on request, a search of your person or luggage by any authorized person and to answer any questions. If you do not agree to any such request, you may not be allowed to board the Vessel in that event, we will refund your money but we shall otherwise have no other liability to you.

Customers are required to be seated on the Vessel when advised or requested to do so by the Master or any crew member, for any reason, and requested not to leave seat until the Vessel has landed at its destination.

You are expected at all times to conduct yourself in a manner, which respects the health, comfort and safety of all other persons on board the Vessel. You are also expected to comply with any reasonable request made by a member of our staff. If you do not, or if in our opinion your conduct is likely to give cause for concern, we reserve the right to refuse to allow you to embark or require that you disembark and/or leave the terminal facilities. Under such circumstances we will not refund any money that you have paid for the relevant journey and shall have no liability to you as a result of the cancellation of your travel.

The Captain or any other authorized person will refuse to take on board any Vessel a person who in the Captains opinion may constitute a hazard either to the safety of the vessel or to the safety of the other persons on board the Vessel, or who in the Captain's opinion, may be a nuisance or annoyance to other passengers.

17. CONDITIONS OF CARRIAGE

17.1) Baggage (accompanied)

In the interests of security, all passengers must accompany their baggage on the Vessel on which they are travelling and ensure that no items are left unattended at any time. Starlight Ferries does not accept liability for left luggage and/or provide for left luggage facilities.

Starlight Ferries will have the right to inspect the contents of any parcel or package and will not be bound to receive or forward any parcels or packages the contents of which shall not be declared at the time of being tendered. Starlight Ferries reserves the right to require the unloading of the whole or any part of the load of any vehicle if in the opinion of Starlight Ferries' employees or agents it is necessary to do so in the interests of safety or convenience of handling and no liability is accepted by Starlight Ferries in such event. Starlight Ferries reserves the right to refuse carriage.

19. LOSS AND DAMAGE TO GOODS

19.1) Baggage (accompanied):

If during the journey, your baggage is lost or damaged, you must advise a member of our staff on arrival and complete a 'Damage Report Form'. Your report will then be investigated and Starlight Ferries will respond within 28 days. In the case of loss or damage of part of the consignment, the weight is to be taken into account whilst determining Starlight Ferries' limit of liability it shall only be the actual weight of the package or packages concerned. Claims shall be subject to proof of value.

Starlight Ferries' liability for loss or damage to or in connection with the goods shall in all circumstances and in every respect be limited to £50 per passenger ticket or bill of lading.

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We cannot accept liability for claims that are made once you have left our premises or in the event of loss or damage to baggage which is not permitted for carriage. Please refer to Clause 25 with regards to our recommendations for travel insurance.

19.3) Lost Property

If you are aware that you may have lost any of your personal property or belongings while travelling and using Starlight Ferries facilities, you must contact Starlight Ferries via contact@starlightferries.com within 24 hours. Starlight Ferries will endeavour to contact you if the said item (s) are located, and ask the owners to maintain regular contact with our terminals.

In the event your property or belongings are located, we will endeavour to contact you and any collection or delivery costs will be at your expense. Starlight Ferries cannot be responsible or liable for any loss or damage of goods while being held as 'lost property'.

Items found or handed in as lost property will be held for 30 days and either disposed of or forwarded to charity.

19.4) Bike storage & carriage

Bikes transported on our Vessel do so at the risk of the owner. Starlight Ferries are not liable for any loss or damage what so ever on bikes left on the premises or while being transported in the panniers. All passengers and users of bikes are asked to provide the necessary security to protect the bikes while transported on the Vessel. Bikes are carried at a first come first serve basis.

20. DANGEROUS GOODS

20.1) Baggage (accompanied)

We do not accept dangerous Goods for carriage in passenger baggage including camping gas and any item that requires an external fuel supply such as but not limited to, chains saws, lawn mowers.

Goods of a dangerous nature to the carriage where Starlight Ferries has not consented with knowledge of their nature may at any time be unloaded, abandoned, discharged, destroyed, or otherwise disposed of by the Starlight Ferries without compensation, and without liability for all damages and expenses directly or indirectly arising out of or resulting from such shipment whether or not you had knowledge or should have had knowledge of the nature and character of the Goods at the time of the shipment.

21. LIABILITY

21.1) Starlight Ferries Limited shall not be liable for any indirect or consequential loss suffered by you whatsoever

21.2) Our liability for death or personal injury resulting from negligence is not excluded or restricted, unless as set out in Clause 1, Clause 8 or this Clause 21 under the relevant Acts, regulations and/or conventions.

21.3) We shall not be liable for loss, damage, non-delivery or delay attributable to:

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Address:

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- Non-delivery or misappropriation of the Goods where We have complied with any special instructions by You as to delivery;
- Act of God;
- War hostile military action rebellion riot or civil commotion;
- Strike lockout or other industrial action;
- Any other act or omission by Us which is beyond Our reasonable control
- Orders of any competent public authority;
- Lack of or defective or inadequate packaging;
- Handling loading stowage or unloading of the Goods by you; or
- Any other act or omission of you or consignee or any person for whom the consignee is responsible.

21.4) We shall not be responsible for any loss damage or delay unless the customer notified Starlight Ferries in writing within 24hours of actual delivery.

21.5) We may have to in appropriate circumstances limit liability, whether under the provisions of statute or otherwise and nothing in these Booking Terms and Conditions is to be construed as a derogation of that right.

21.6) In accordance with The Carriage of Passengers and their Luggage by Sea (Domestic Carriage) Order 1987, the Company gives the following notice:

The provisions of the Athens Convention may be applicable;

The Athens Convention in most cases limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables;

The Athens Convention presumes that luggage has been delivered undamaged, unless written notice is given to the carrier:

In the case of apparent damage, before or at the time of disembarkation or re-delivery, or

In the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

22. SUB-CONTRACTORS

We shall be entitled to employ or contract with carriers or persons for any of Our services.

23. COMPLAINTS

You must first report any problem to Us directly in person at the time a complaint arises. In the unlikely event that the problem cannot be remedied, you must then email or send a letter to our

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offices to advise us of the situation upon concluding your journey and in any event within 28 days of the date of your journey.

24. WEBSITE/ADVERTISING MATERIALS ACCURACY

We attempt to ensure that everything stated in our advertising materials or on our website is accurate and up-to-date. However, it is possible that advertised facilities may be withdrawn as a result of circumstances outside our control including but not limited to adverse weather or failure of transportation facilities. We shall not be liable for occurrences beyond our control.

25. BEHAVIOUR

You are responsible for the proper conduct of You and your party. In cases of serious misconduct, we reserve the right to terminate your contract with us for travel arrangements and if we do so we shall have no further responsibility to you. Such action can also be taken by the Police, or maritime authorities. If you cause delay or diversion to the Vessel, you agree to indemnify us against any claim including costs made against us.

26. DATA PROTECTION

Please be assured that we have measures in place to protect the personal booking information held by us. This will be passed on to suppliers of travel services and retained by Us as required in order to provide You with the services under our contract with you. You are entitled to a copy of Your information held by us on request, for a charge of £10

27. PASSENGERS WITH SPECIFIC REQUIREMENTS

FOR PASSENGERS WHO ARE DISABLED OR HAVE REDUCED MOBILITY (PRM) DUE TO A PHYSICAL, COGNITIVE (learning) DISABILITY OR ANY PHYSICAL IMPAIRMENT, AS DEFINED BY CURRENT EUROPEAN LAW.

It is a requirement that you notify Us of your access needs at time of booking and arrive at least 30 minutes prior to boarding.

27.1) Arriving at the embarkation point and requesting assistance

Passengers requiring assistance are responsible for allowing enough time to complete all the necessary processes and procedures. If you fail to reach the boarding area in time, you may forfeit your right to travel. The following information is for advice only.

In addition to this advice, you should allow additional time if you are travelling at peak or busy times, such as festivals and peak rush hour.

When groups of people are travelling together, any passenger who requires assistance may be separated from those passengers who do not require assistance. Any options available should be discussed with Our staff at the time of travel.

27.2) If you are intending to travel unaccompanied

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Current legislation states that an operator can refuse to take a reservation from or to carry any person, if the safety and welfare of that person or other passengers may be compromised. If you are intending to travel unaccompanied you must meet the following criteria, where possible someone must accompany you and purchase a valid ticket who can look after your needs. This is to ensure that your safety, welfare and needs can be met during your journey. Starlight Ferries will endeavour to offer assistance as required, but due to operational reasons this cannot be guaranteed.

You must be self-reliant in emergency and evacuation situations. In reality, this means that you should be able to fit your own lifejacket and make your own way to your nearest emergency exit unaided. This is because our crew may not be able to concentrate their efforts on individual passengers in emergency situations.

You must be able to understand and react positively to instruction from our staff.

You must be able to take care of your own potential personal needs and welfare during your journey.

The boarding sequence for all passengers, including assisted passengers, will be determined by local conditions at the time of travel. We cannot guarantee that any particular item of equipment is used in providing you with assistance to access the Vessel.

27.3) When assistance cannot be offered

You may not request assistance just because you are carrying a lot of baggage, or if you need help with looking after children. If you need help with any of these, you must ensure there are enough people in your travelling party who can assist you.

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