



Conditions of Carriage Commercial Service

It is mutually agreed that these Conditions of Carriage are issued by or on behalf of CELTIC LINK Ferries (Irl) Limited – hereinafter “the Carrier” which term shall also include the Shipowner, the Line, any Charterer, Manager or Operator, and the Vessel, as the case may be. It is further agreed that each and every contract or carriage shall be deemed to be made with the Owner or Charterer by Demise of the Vessel, notwithstanding that any documents which are evidence of the contract of carriage may be issued by a Company or Line other than the Owner or Charterer by Demise of the Vessel (or anything else which may indicate or appear to the contrary), in which case such Company or Line shall act solely as agent and shall have no personal liability whatsoever.

1. In these Conditions:
 - a) “Carrier” includes where the contract permits, all employees and agents of the Carrier and all independent contractors and subcontractors (including stevedores) employed by the Carrier and their employees and agents;
 - b) “Sender” includes, as the contest permits, the Shipper, the Consignee and the Owner of the goods;
 - c) “Owner of the goods” includes any and every person having any property or interest in the goods;
 - d) “the goods” means collectively the vehicle(s), trailer(s), container(s), flat(s), package(s) and any other equipment and/or goods declared for shipment, together with its or their contents;
 - e) “loss” or “damage” includes financial and consequential loss and damage as well as physical loss of and damage to the goods or any other property or object;
 - f) “mis-delivery” means delivery otherwise than in accordance with clause 10 of these Conditions, whether accidental or deliberate and even if caused by the negligence of the Carrier;
 - g) “injury” includes loss of life.
2. The goods are received, loaded, stowed, carried, discharged and otherwise handled and kept by the Carrier under and subject to the terms, conditions, exceptions and limitations of these conditions.
3. The Sender accepts these Conditions on his own behalf and on behalf of the Consignee and the Owner of the goods, and warrants that he has authority to do so. By presenting this document and/or by requesting delivery of the goods, the Consignee further undertakes all liabilities to the Sender hereunder, such undertaking being additional and without prejudice to the sender’s own liability.
4. NO BILL OF LADING WILL BE ISSUED in respect of the goods or any part thereof whether or not one is demanded by the shipper or by any other person, any custom practice or usage to the contrary notwithstanding.
5. The Carrier is not and does not hold itself out to be a common carrier. In particular, the Carrier reserves the right to accept or to refuse any goods for carriage and does not guarantee the sailing of any particular ship.
6.
 - a) Neither the Carrier nor the Vessel shall be liable for loss damage delay or misdelivery whatsoever of or to or in connection with the goods howsoever caused even if caused or contributed to (i) by any act neglect or default of the Carrier (as defend in clause 1(a) of these Conditions), or (ii) by unseaworthiness of the vessel (including unfitness of the crew) either before or at the commencement of or during voyage, whether or not but for this clause the Carrier or the vessel would be liable for the loss damage delay or misdelivery either in negligence or for breach of contract or otherwise;
 - b) Without prejudice to the generality of sub-paragraph (a) above, the Carrier and the vessel shall have the benefit of all statutory limitations of and exemptions from liability of carriers and ships which apply and are in force from time to time in the United Kingdom or in the Republic of Ireland or elsewhere.
7.
 - a) Any claim against the Carrier shall be made in writing forthwith after delivery of the goods or, in case of loss, after the date when the goods should have been discharged.
 - b) The Carrier and the vessel shall be discharged from all liability unless sub-paragraph (a) above is complied with and, in any event, unless proceedings (whether by arbitration or otherwise) are brought within one year after the discharge (not delivery) of the goods or, in case of loss, the date when the goods should have been discharged.
 - c) If notwithstanding these Conditions the Carrier is liable for loss damage delay or misdelivery of or to or in connection with the goods such liability shall not in any circumstances whatsoever exceed £100.
8. The Carrier shall be entitled to stow the goods either on deck or below deck at his option. These Conditions shall apply regardless of whether the goods are stowed to be or are in fact carried on or below deck.
9. Upon request by the Sender or his agent, the Carrier will use its best endeavours to connect any vehicle or trailer or container to the vessel’s supply of steam or electricity and to maintain such supply in accordance with such request, but the Carrier shall not be liable in any circumstances whatsoever for any failure to do so or for any breakdown or interruption or inadequacy or unsuitability of the supply howsoever caused and whether by negligence of the Carrier as defined in Clause 1(a) of these Conditions or otherwise.
10.
 - a) The Sender authorises the Carrier to deliver the goods to any person whom the Carrier reasonably believes to be such representative or the driver or escort of the goods duly authorised to take delivery on behalf of the Consignee, and such delivery shall constitute due fulfilment of the Carrier’s obligations as to delivery of the goods.
 - b) The Sender shall arrange for delivery to be taken of the goods promptly after discharge from the vessel. The Carrier may store and/or park any goods either together or separately both before loading and after discharge at any place or in any premises whatsoever as the Carrier may decide, at the sole risk of the Sender. The Sender agrees to indemnify the Carrier against all expenses so incurred and in case of storage and/or parking at any place or premises occupied by the Carrier to pay the Carrier’s charges therefore.
 - c) Documents relating to the goods may be carried in the ship’s bag the Carrier shall not be liable for late or non-delivery of any such documents or for loss damage or delay directly or indirectly caused thereby in any circumstances whatsoever.
11. Loading and discharging will be at the Carrier’s expense. The Sender will indemnify the Carrier against all costs expenses liabilities and any other consequences of the breakdown of any vehicle(s) trailer(s) container(s) or any other equipment during the course of loading or discharge or on board the vessel.
12.
 - a) The Carrier may forward the goods or any part thereof by any vessel or vessels whatsoever (including transshipment) and whether or not the vessel or the voyage appears in the Carrier’s advertised or other schedules or is bound for the port of discharge.
 - b) Any vessel in which the goods are loaded may proceed by any route whatsoever whether or not direct or customary and may call at any port or ports in any order and for any purpose whatsoever, all as the Carrier in its sole discretion for its own or any other purposes may decide.

- c) If for any reason whatsoever the Carrier or its agent is of opinion that the vessel is prevented or hindered from entering or leaving any port including the ports of loading and discharge named overleaf, or otherwise from proceeding with the voyage, or from loading or discharging or continuing to load or discharge or goods, then in its sole discretion it may abandon the voyage or proceed to any other port (including return to the port of loading) and may there discharge or take such other steps with regard to the goods as it or its agent shall think fit. Such discharge or other steps shall be deemed to have been authorised by the Sender and by the persons name in Clause 3 of the Conditions and shall be at their sole risk and expense and the Carrier shall not by reason thereof incur any liability whatsoever.
 - d) Any port at which the goods or any of them are discharged as aforesaid may at the Carrier's option be deemed for all purposes to become the port of discharge hereunder in relation to such goods, and the voyage or voyages in fact performed by the vessel or vessels in which the goods are carried shall be deemed for all purposes to be the contract voyage.
13. Freight shall be deemed earned on shipment and together with all charges and other sums which are or become due to the Carrier in respect of the goods or under these Conditions, shall be payable by the Sender, ship of goods lost or not lost. Freight once earned shall not be repayable in any circumstances whatsoever. The Carrier shall be entitled to demand payment of the freight before shipment. The Sender shall remain liable for such other charges and other sums even when the freight is pre-paid.
- 14.
- a) The Carrier (in addition and without prejudice to all its rights to exercise a lien on the goods or any part thereof, apart from this clause) shall have a lien on the goods or any part thereof for all freight and charges and all other sums whatsoever which are or become due to the Carrier in respect of the goods or under these Conditions, and for all other sums and balances which are or become due to the Carrier from the Sender of the goods whether in respect of previous shipments or on general account or otherwise howsoever. In the Clause "sums" includes but is not limited to damage for breach of contract and other unliquidated claims and all previously unsatisfied debts whatsoever. The lien shall extend to include interest on all sums which are or after the lien is exercised become due as aforesaid and costs and expenses incurred by the Carrier in exercising and maintaining the lien or in exercising the following rights of sale.
 - b) The Carrier shall be entitled (and if hereby authorised by or on behalf of the Sender) to sell the goods or any part thereof which are not delivered within three months after the date of discharge, whether or not any lien has been or might be exercised over such goods. The sale may be by public auction or otherwise and the proceeds may be applied in full or part-settlement of the sums due to the Carrier, the Sender remaining liable to pay the balance, if any, of such sums to the Carrier. The Carrier will pay the balance, if any, of the proceeds of sale to or under of the Sender.
 - c) Without prejudice to the generality of Clause 3 of these Conditions the Sender expressly warrants that he has authority to contract as in sub-paragraphs (a) and (b) hereof on behalf of the Owners and all persons interested in the goods or any part thereof from time to time as well as on his own behalf and the Sender expressly agrees to identify the Carrier against all consequences and liabilities arising out of the exercise of such lien and power of sale if the exercise of such lien and power of sale if the exercise proves to be unlawful or ineffective as against the Owner of the goods or any other person.
15. The Sender agrees that any servant or agent of the Carrier shall, in consideration of performing any work or services in connection with the goods, have the benefit of all provisions contained or incorporated herein which exclude or limit the liability of the Carrier for loss damage mis-delivery or delay of or on or in connection with the goods or for injury suffered by any person. The Sender further undertakes that no such person shall be sued so as to deprive such person of the benefit of such provisions, and in the event of such suit nevertheless being brought, to indemnify the Carrier against any payments which the Carrier in its sole discretion may make to such person in respect of such proceedings and his liability, if any, therein. This Clause constitutes a separate contract made by the Carrier in its own behalf and as agent for all persons who are its servants or agents from time to time. For the purpose of this Clause "agent" includes all independent contractors and sub-contractors employed by the Carrier including the operators of vessels not owned or operated by the Carrier, and their servants and agents.
- 16.
- a) The Carrier may open any vehicle, container, trailer, flat or package and examine remove or bestow or otherwise handle the contents or any part thereof if directed or requested to do so by the Customs or any other civil or Military authority or if the Carrier on its sole discretion considers it necessary to do so. The same shall be done at the Sender's risk and expense and the Carrier shall not be liable in any circumstances whatsoever for loss damage misdelivery or delay caused by improper stowage or inadequate packing or for a mixture of contents howsoever and whatsoever caused.
 - b) The Sender agrees to identify the Carrier against all injury, loss and damage and against all consequences and liabilities -
 - 1) caused by and resulting from: -
 - I. inaccuracy or inadequacy of any and all such particulars of the goods as may be provided by any person and on the basis of which the goods are accepted by the Carrier for shipment; or
 - II. defects in, inadequacy of or overloading of vehicle, trailers, containers, flats, pallets, packages, and any other equipment or goods; or
 - 2) caused or contributed to buy the goods or by improper stowage or inadequate packing of goods or in any other way whatsoever.
 - c) The Sender agrees to indemnify the Carrier against all claims by and liabilities towards third parties in respect of loss damage mis-delivery or delay of or to or connection with the goods in excess of the Carrier's liability (if any) under these Conditions.
- 17.
- a) The Sender warrants the goods as lawful merchandise at the ports of loading and of discharge and will indemnify the Carrier against all costs expenses liabilities and any other consequences of the goods not being lawful merchandise at the said ports or at any other port or place where the goods may be.
 - b) The Sender agrees to indemnify the Carrier against all liability, loss and expense which the Carrier may incur if the goods when received by the Carrier contain (whether or not the Sender or any other person interested in or connected with the goods is aware of such fact) any person(s) who are refused entry or permission to land at the port of discharge or whose entry or landing there is unlawful for any person whatsoever.
 - c) Hazardous or dangerous goods shall not be shipped or sent down for shipment without prior permission from the Carrier or its agent. The Sender agrees to indemnify the Carrier against all consequences and liabilities arising out of the shipment or acceptance or hazardous or dangerous goods or substances forming part of the goods whether or not the nature thereof is known to the Carrier unless the Sender proves that such consequences or liabilities are or were directly caused by negligence of the Carrier, its servants or agents.
 - d) Petrol, diesel, oil or other fuel present in reasonable quantities in the fuel tanks of vehicle shall not constitute hereunder as dangerous goods for the purpose of this Clause.

This contract shall be governed by the law of Ireland and any dispute arising under the contract or consequent upon the reception, carriage or delivery of the consignment mentioned therein shall be adjudicated by the appropriate Irish Court and by no other tribunal.