

TERMS AND CONDITIONS HERJÓLFUR

Definitions

In these Terms, the following shall mean:

“The Company” or „Herjólfur OHF“ means Vestmannaeyjaferjan Herjólfur OHF, Id. No. [420719 - 1280](#), Básaskersbryggja, 900 Vestmannaeyjar.

“Passenger” means a person who books and/or purchases conveyance with Herjólfur; and/or a person conveyed on or who will be conveyed with the vessel, in accordance with a Contract of Carriage; and furthermore, a person who, with the approval of Herjólfur, accompanies a vehicle or a live animal subject to a goods contract; and/or the owner of a vehicle transported without connection to the Contract on Passenger Carriage.

“Luggage” shall mean any item, including vehicles, transported with Herjólfur under the Contract on Passenger Carriage and vehicles transported without connection to the Contract on Passenger Carriage.

“Hand luggage” means luggage which the passenger has custody of, or is in the passenger’s cabin, or is transported by the passenger on or in the passenger’s vehicle.

“Herjólfur or the vessel” means the vessel m/s Herjólfur or a vessel replacing it, as company may use other vessels for the conveyance without special notice to the passengers.

“SDR” refers to the international value measurement unit used by the International Monetary Fund, to be converted into Icelandic currency based on the exchange rate of the date of payment.

1. Expences and payment

The Passenger shall pay a fare according to the rates list of the Company’s applicabla fare at any time.

Individuals with registered legal residence in Vestmannaeyjar enjoy a 50% discount from the company's general price list. The discount may not be used to buy tickets for other persons, and only registered residents in Vestmannaeyjar enjoy the discount. Misuse of discount terms may result in the company canceling the right to discount terms of the person misusing the discount. Such cancellation may take place by simple notice to that effect and without notice. The company keeps track of information about misuse of discount terms and suspicion of such misuse.

The fare must be paid in full before the passenger boards the ship at the port of departure or before the luggage is brought on board the vessel at the port of departure unless in the case of a special agreement between the company and the passenger. Otherwise, Herjólf OHF's obligation to transport passengers and/or luggage is canceled.

The company shall have the right of retention and contractual lien, as applicable, in all luggage and carry-on luggage, which is in the company's custody, due to all its claims against

the passenger or its owner due to the transport and other claims against the passenger or its owner that are not related to the transfer in any way

2. Contract with The Company

As soon as a passenger books a voyage with Herjólfur, or a voyage is booked on behalf of the passenger and the Company confirms the booking, a Contract of Carriage between Company and the passenger in question comes into effect with respect to the conveyance of passengers and luggage with Herjólfur (hereinafter referred to as the Contract).

The Company may accept bookings made electronically. The Company may confirm such bookings electronically, thus entering into effect a Contract of Carriage between the parties.

Act No. 16/2016 on consumer contracts do not apply to legal transactions between Herjólfur OHF and passengers, cf. Art. J.- Paragr.3., with the exception of the provisions of Article 12.

These Terms shall be incorporated and constitute a part of the above Contract. By booking a voyage with Herjólfur, the passenger confirms that he/she has read these Terms and agrees that they apply to the legal relationship between the Company and the passenger and any person on whose behalf the passenger may make a booking. The passenger declares that by confirming a booking, the passenger has the authorisation of such persons to book a journey with Herjólfur.

The provisions of Chapter V of the Maritime Act No. 34/1985 on the conveyance of passengers and luggage shall apply to all of the Company's conveyance of passengers and luggage with Herjólfur, unless otherwise provided for in these Terms, and these provisions are incorporated into the Terms and shall be a part of the Terms.

3. Bookings

When customer has completed a booking, whether it's via the company's website or through the company's representative, he will be sent a copy of the booking confirmation by e-mail, to the email address provided by the customer, along with all details regarding the trip or a printed booking confirmation, depending on the circumstances.

Cancellations and changes to the booking, whether it's to a different date or departure time, are allowed up to 24 hours before scheduled departure time.

No changing fee is charged for changes made by customer through „my pages“ login on the company's website but otherwise a changing fee for ISK 500. will be charged per booking. In case of cancellation, the company will refund the customer's fare in full with the exception of ISK 500. cancellation fee per booking that is if the customer requests the company's representative for assistance with such cancellation whether than through „my pages“ login as mentioned earlier.

4. Reselling ferry tickets

Any resale of ferry tickets and contract with the company, within the meaning of these terms and conditions, is strictly prohibited. If a customer wishes to change passenger information, he must contact the company regarding such change, cr. Art. 3 in these terms and conditions.

The company reserves the right to demand a copy of the passenger's ID and compare it with the booking. If the passenger turns out not to be the same as the booking stipulates, the company is entitled to refuse service to that person.

The company further reserves the right to cancel the bookings made in case of misuse and violation of this provision on resale of ferry tickets.

5. Conveyance

The passenger shall comply with the provisions of laws, regulations and other rules relating to travel, luggage and conveyance of passengers and luggage, depending on the applicable.

Passengers shall have arrived in the port of departure no later than 30 minutes before the scheduled departure time of Herjólfur.

The passenger shall comply with the rules applicable to the checking-in of passengers and luggage before boarding the vessel and shall provide any information about the luggage and hand-luggage that the Company requests.

The Company shall issue a ticket or e-ticket in the port of departure, and/or elsewhere, in return for the passenger's confirmation of the Contract, in a form accepted by the Company, before the passenger boards Herjólfur and/or a vehicle is driven onboard the vessel.

The passenger shall present a ticket when boarding Herjólfur in the port of departure and on leaving the vessel in the port of arrival and/or when the passenger drives a vehicle onboard Herjólfur in the port of departure and off the vessel in the port of arrival, as well as any other necessary documents and identification papers if so requested.

The passenger is responsible for carrying all his/her hand-luggage and luggage onto the vessel, unless otherwise agreed.

The Company may transport luggage and hand-luggage on the deck.

Vehicles are transported on the car-deck. Walking passengers can use the vessel's walkway to board and disembark from the vessel. When the vehicle has been assigned a space on the car-deck, the driver shall switch off its engine, engage the hand-brake, make sure that the car is in gear or in "park", if automatic, lock the car, turn off the security alarm and follow any other instructions from the Company and/or Herjólfur's staff members with respect to the vehicle. In the event the vehicle is a trailer – such as a camper, folding camping trailer or caravan – which has an attached gas container, the driver shall ensure that the gas is properly turned off before the journey begins. As soon as the vehicle has been prepared for transportation, the driver shall leave the car-deck. During the journey, the driver and other passengers are not permitted to access the car-deck and enter the vehicle except with the special permission of the crew.

Hand-luggage, and luggage other than the vehicle, shall be stored with the passenger or in an open, unattended storage area during the voyage, at the risk and responsibility of the passenger.

The passenger shall follow all safety rules and other rules applicable on board Herjólfur and obey all the instructions of the captain and crew of the vessel.

Passenger shall watch the safety video shown during the journey and follow the safety rules shown therein.

Passengers shall be considerate of other passengers and the crew of the vessel and shall behave in an appropriate manner.

Passengers and vehicles are not allowed to disembark in the port of arrival until the crew has given authorisation to do so.

If the Company is of the opinion that hand-luggage and/or luggage is unfit for transportation, such as due to the provisions of applicable laws and regulations or for security reasons, the Company reserves the right to remove such luggage from the vessel and terminate the Contract without any liability or refund of the fare.

If the passenger violates the above rules, or the Company has reason to believe that the passenger will violate the rules, the Company reserves the right to terminate the Contract without any liability or refund of the fare.

6. Processing of personal data

According to the regulation on the registration of persons sailing with passenger ships no.659/2000, The Company is required to collect, record and preserve certain personal information about passengers. With reference to this, the passenger must provide the company with said information when booking or at the latest before boarding the ship.

Regarding The Company's treatment of personal information customers and passengers, refer to the company's privacy policy.

7. Responsibilities of the Company

7.1. Liability and amount of compensation

The Company is liable with respect to passengers, hand-luggage and luggage, during transportation in accordance with the provisions of Chapter V of the Maritime Act No. 34/1985 and the provisions of the regulations that have been enacted on the basis of that law, unless otherwise stated in these Terms.

The Company's liability is limited according to the V. and IX. Section of the Maritime Act and passengers are therefore advised to purchase insurance for any damages they may incur during conveyance.

Under no circumstances is the Company liable for indirect or consequential damages or loss of income. The Company is liable neither for loss or for damages to money, securities or other valuables nor for the payment of compensation relating to antique valuables, emotional valuables or other particular valuables. In addition, the Company is not liable for live animals transported as luggage.

No payment of interest shall be allowed on claims against the Company until after the time of the rendition of judgement.

7.2. Commencement and end of liability

As regards, on the one hand, passengers and, on the other hand, hand-luggage and/or luggage which is in the custody of the passenger during the journey, the commencement of liability (if any, cf. Article 7.1) is based on the time that the passenger steps onto the walkway of the vessel in the port of departure and the end of the liability at the time that the passenger steps off the walkway of the vessel in the port of arrival.

With respect to luggage delivered to the Company for transportation, the liability (if any, cf. Article 7.1) shall commence at the time an employee or agent of the Company accepts delivery on board in the port of departure and the liability shall terminate when the luggage is ready for delivery on board in the port of arrival, after which time the luggage is at risk and is the responsibility of the passenger or the owner. The passenger or owner of such luggage shall, without delay, take delivery when the luggage is ready for delivery in the port of arrival. If the passenger or owner does not take delivery of luggage pursuant to the above, the Company may place the luggage in storage at the cost, liability and risk of the passenger or owner.

7.3. Notices and expiry

In the event of damages to hand-luggage, the passenger shall notify the Company of such damage in writing as soon as the damage is detected, and never later than when the passenger is disembarking from the vessel in the port of arrival.

In the event of visible damages to luggage, the passenger shall notify the Company of such damage in writing as soon as the damage is detected, but never later than on accepting delivery on land in the port of arrival.

If the damages to the luggage are not visible, or if luggage is lost, the passenger shall notify the Company of such event in writing as soon as it becomes apparent, but never later than 15 days from delivery on land in the port of arrival, or in the case of loss, from the day when the luggage was supposed to be delivered.

In the event of a delay of the vessel departure or arrival the notification of damages shall reach the Company no later than 15 days after the scheduled end of the journey.

All claims on the Company shall expire if notification of damages is not received before the above deadlines have passed.

The right to claim damages from the Company expires in accordance with Items 3 – 5 of Article 215 of the Maritime Act No. 34/1985.

7.4. Sailing time and delays

The Company will endeavour to convey passengers and luggage in accordance with sailing schedules.

The Company may however alter sailing schedules without notice if necessary.

If for some reason The Company unable to fulfill the passenger's booking, he has the right to have his ticket refunded in full or a new ticket for a trip at another time.

However ,the Company is not responsible for the cancellation of the voyage, changes or delays of departure or arrival port due events of force majeure, such as adverse weather and sea conditions, terrorism, government actions, war, natural disasters, fire, strikes, epidemics, quarantine, disruption of telecommunications or other causes beyond the Company's control.

The Company is not liable with regard to any direct or indirect costs or damages a passenger or owner of luggage may suffer if a voyage is cancelled, changed or delayed through events of force majeure.

The Company may alter the sailing schedules of passengers and/or luggage, including giving priority to passengers and/or luggage who have waited the longest for a new journey as a result of a cancellation or delay of their journey due to events of force majeure.

8. Employees and sub-contractors

The Company may employ sub-contractors, on any terms, to handle the work and services undertaken by the Company pursuant to contract.

All employees, agents, representatives and sub-contractors of the Company, as well as the owner of Herjólfur, are entitled to invoke all the provisions of the Terms as applicable, on the understanding that the Company enters into the Contract with the passenger both on its own account and as an agent and representative of such employees, agents, representatives, sub-contractors and owner.

9. Communications and complaints

In case an individual has questions in relation to these terms, the individual is asked to contact the Company.

In case a passenger wishes to complain about the Company's service, it is also important to submit such complaint, either in writing to email address herjolfur@herjolfur.is or to Herjólfur's crew. Attention os drawn to the fact that the Company cares about its employees being given the opportunity to improve. In case the Company does not process these complaints satisfactorily in the passenger's opinion he is advides to contact the Icelandic Tourist Board (info@icetourist.is)

The Company's contact information is as follows:

Vestmannaeyjaferjan Herjólfur OHF
ID: 420718-1280
Básaskerbryggja
900 Vestmannaeyjar
Tel. + 354 481 2800
herjolfur@herjolfur.is

10. Freight transport and General terms of service of the SVTH (Icelandic: SVP)

In the event that a product is transported with which does not fall under the term luggage, the provisions of VI. section of the Maritime Act no. 34/1985, which apply to transport contracts for a trip, apply to the transport as appropriate instead of these terms and conditions for the transport of passengers and luggage, unless otherwise specifically agreed between the Company and the owner of the product.

To the extent that a service, conduct or incident does not fall under these terms and conditions for the carriage of passengers and luggage or VI. Section of the Maritime Act, the General Terms and Conditions of SVTH (The Federation of trade and service) shall apply to the legal relationship of the parties, which can be found on the Company's website www.herjolfur.is

11. Jurisdiction

Any disputes which may arise between parties, and cannot be resolved by negotiation, shall be brought before the District Court of Reykjavík

12. Entry into effect

These Terms shall enter into effect as of 30 March 2019 and shall apply to all conveyance of passengers and luggage with Herjólfur from that date, irrespective of whether the booking was made prior to that date.

The Company reserves the right to amend all terms, tariffs and schedules at any time and without notice or notification to passengers. Updated terms take effect as soon as they have been published on the Company's website.

These terms and conditions were last updated in July 2024