

TERMS AND CONDITIONS HERJÓLFUR

1. Definitions

In these Terms, the following shall mean:

“The Company” means Ohf. Vestmannaeyjaferjan Herjolfur, Id. No. [420719 - 1280](#), Básaskersbryggja, 900 Vestmannaeyjar.

“Passenger” means a person who books and/or purchases conveyance with Herjólfulur; 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 Herjólfulur, 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 Herjólfulur 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.

“Herjólfulur or the vessel” means the vessel m/s Herjólfulur 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.

“Sub-contractor” means direct or indirect sub-contractors, as well as employees, agents, representatives and their sub-contractors.

2. Contract with The Company

As soon as a passenger books a voyage with Herjólfulur, 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 Herjólfulur (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.

The provisions of Articles 8 and 9 of Act No. 46/2000 on Door-to-Door Sales and Distance Contracts, on the right of consumers to withdraw from a contract, do not apply in the legal relations between the Company and the passenger, pursuant to Article 10 of the Act.

These Terms shall be incorporated and constitute a part of the above Contract. By booking a voyage with Herjólfulur, 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

his/her booking, the passenger has the authorisation of such persons to book a journey with Herjólfur.

3. Chapter V of the Maritime Act No. 34/1985

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.

4. Conveyance

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

In accordance with the Regulation on the registration of individuals travelling on passenger vessels No. 659/2000, the Company is obliged, for security reasons, to collect, register and maintain particular personal information about passengers. With reference thereto, passengers shall provide Company with the information in question when making a booking or, at the very latest, before boarding the vessel.

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 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 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 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 passenger 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.

Passengers shall watch the safety video shown at the beginning of the journey and follow the safety rules shown therein. Furthermore, passenger shall familiarise themselves with brochures on safety issues, available at service points and onboard the vessel.

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, 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.

5. Fares

The passenger shall pay a fare according to the rates list of the Company as current at each time.

The fare shall be paid in full before the passenger boards the vessel in the port of departure, or before any luggage is brought on board the vessel in the port of departure, unless otherwise agreed. Otherwise, the obligation of the Company to convey the passenger and/or luggage is cancelled.

The Company shall have a lien and security as appropriate, on all luggage and hand-luggage in the custody of the Company, against all claims against the passenger or the owner relating to the transportation, or other claims against the passenger or owner which are not related to the transportation in any manner whatsoever.

Changing Terms

Changing of bookings to a different time/date is 500 ISK.- changing fee.

Cancellation Terms

Cancellation more than 24 hours prior to the scheduled arrival time is refundable.
Cancellation less than 24 hours prior to the scheduled arrival time is not refundable.

The company does not refund in foreign bank transfers.

6. Responsibilities of the Company

6.1. 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, unless otherwise provided for in these Terms.

The Company's liability is limited according to 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.

6.2. *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) 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) shall commence at the time an employee or agent of the Company accepts delivery on land in the port of departure and the liability shall terminate when the luggage is ready for delivery 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.

6.3. *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 14 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, the notification of damages shall reach the Company no later than 14 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.

6.4. Sailing time and delays

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

The Company is not, however, responsible for sailing time listed in the sailing schedule or elsewhere, and they are not a part of these Terms or the Contract.

The Company may alter sailing schedules without notice if necessary.

The Company is not responsible for the cancellation of a voyage or delay due to events of force majeure, such as adverse weather and sea conditions, terrorism, government actions, war, natural disasters, fire, strikes, or other causes beyond its 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 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.

7. 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.

8. Goods transportation

If goods which do not fall under the definition of luggage, are transported with Herjólfur, the transportation terms of the Company will fall under general terms of SÍK (Icelandic Shipowners' Association).

9. Amendments

The Company reserves the right to amend all terms, tariffs and schedules at any time and without notice or notification to passengers.

No employee, agent, representative or sub-contractor of the Company may alter, adjust or cancel any provisions in these Terms.

10. Jurisdiction

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

11. 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.

www.herjolfur.is