

5. Additional Guidance and Exemptions

1. We regret that we cannot reimburse accommodation costs when disruption is caused by adverse weather. Where possible, when a sailing is disrupted due to a technical fault, it may be possible for customers to remain on board the vessel overnight.
2. Compensation is available if you have a confirmed booking, and your sailing is cancelled or delayed due to a technical fault or certain operational reasons resulting in a delayed arrival at the destination port. Compensation is not available where the cancellation or disruption is caused by adverse weather or other extraordinary circumstances.
3. Compensation is not available if the reservation is a commercial booking.

* Where there are no facilities available at the port/on-board the vessel, you will need to provide your own snacks, meals and refreshments as required. NorthLink Ferries terminal staff or vessel crew cannot reimburse you in cash for incurred costs. NorthLink Ferries will reimburse your costs as detailed within this leaflet when original receipts, along with your booking reference number confirming your intention to travel are sent to NorthLink Ferries Customer Services Department.

† NorthLink Ferries terminal staff or vessel crew cannot reimburse you in cash for accommodation costs. NorthLink Ferries will reimburse these incurred costs as detailed within this leaflet when original receipts, along with your booking reference number confirming your intention to travel are sent to NorthLink Ferries' Customer Services Department.

‡ NorthLink Ferries will pay any compensation due within **one month** of receiving your valid claim.

Any queries or claims in relation to EU Passenger Rights Regulation No.1177/2010 concerning the rights of passengers when travelling by sea and inland waterways should be submitted in writing along with any relevant documentation to:

Email:

CustomerServicesDepartment@northlinkferries.co.uk

Write:

Customer Services Department
NorthLink Ferries
Ferry Road
Stromness
Orkney
KW16 3BH

Transport Scotland is the complaint handling body for any unresolved queries or problems with NorthLink Ferries in relation to EU Regulation 1177/2010 concerning the rights of passengers travelling by sea and inland waterway.

If dissatisfied with our response to your claim you can ask Transport Scotland to undertake a review of our decision. Contact details for Transport Scotland are listed below:

Ferries Unit
Transport Scotland
Area 2F Dockside
Victoria Quay
Edinburgh
EH6 6QQ
Tel: 0141 272 7100

To view regulation (EU) No. 1177/2010 of the European Parliament concerning the rights of passengers when travelling by sea and inland waterway, visit:

<http://ec.europa.eu/transport>

Our Passenger Welfare Guide



DELAYED OR CANCELLED SAILING?

EU Passenger Rights Regulation No.1177/2010 concerning the rights of passengers when travelling by sea and inland waterways.



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1. As part of our customer care commitment, NorthLink Ferries are pleased to advise the following:

- If our service is disrupted, we will inform you as soon as we can. This will be no later than **thirty** minutes after the vessel was scheduled to sail. We will also advise of the expected departure and arrival times as soon as we know them.
- Where possible, we will provide information to assist you in making alternative travel arrangements should you miss an onward travel connection.
- If we expect your sailing to be cancelled or delayed in departing by more than **ninety** minutes, we will provide either:
 1. Where practicable, travel on the next available sailing on the same route or an alternative NorthLink Ferries route for the same price.

OR

2. Cancellation of your journey and a full refund of the cost of the reservation. Where relevant, we will provide a complimentary journey on the first available sailing, back to the first point of departure on that part of your journey. Refunds will be processed within **seven** days of any disrupted sailing.

2. Snacks, Meals or Refreshments

If your sailing is cancelled or delayed by more than **ninety** minutes we will provide, where available*, a selection of refreshments as follows:

More than ninety minutes	A light refreshment such as a bottle of water or a hot beverage.
Four hours or more	A snack/light meal voucher, equivalent up to the value of £6.00.
Eight hours or more	A meal voucher, equivalent up to the value of £12.00.
Every four hours thereafter	As stated above; a snack or meal voucher up to the values provided.

3. Overnight Accommodation

(please refer to notes 1 & 3 in section 5 overleaf)

If your sailing is cancelled or delayed for reasons other than adverse weather, and as a result you require overnight accommodation, we will endeavour to provide this on-board our vessels where possible.

When our on-board accommodation is not available, the total cost of accommodation is limited to the maximum value of **80 Euros** (or Pounds Sterling equivalent) per person per night for a maximum of **three** nights.†

NorthLink Ferries will not reimburse the cost of accommodation used after the route service has resumed.

Coach/Tour operators and travel agents should make their own arrangements for their clients. After such arrangements are made, the operators/travel agents should contact NorthLink Ferries Customer Services Department to review their claim.

4. Compensation for a cancellation or delay caused by a technical fault or certain operational reasons. Not applicable for weather related disruptions or in other extraordinary circumstances.

(Please refer to notes 2 & 3 in section 5 overleaf)

Compensation‡ relates to the actual amount paid for the reserved sailing that has been disrupted. For example, when a reservation is purchased, and a sailing within the reservation is disrupted then compensation would be based on the value of the disrupted sailing, not the total reservation value.



If you decide to travel on an alternative route which has a lower fare than you originally paid, compensation would be calculated as the percentage of the amount paid following the appropriate refund for the difference in fare price, in accordance with the rules set out below at 4.1. Compensation claims must be made within **two months** of the disrupted sailing by contacting NorthLink Ferries Customer Services Department

4.1 In the case of a scheduled ferry journey of up to four hours:

- 25% of the reservation price will be refunded for a delayed arrival of at least **one** hour;

OR

- 50% of the reservation price will be refunded for a delayed arrival of over **two** hours.

4.2 In the case of a scheduled ferry journey of more than four hours, but not exceeding eight hours:

- 25% of the reservation price will be refunded for a delayed arrival of at least **two** hours;

OR

- 50% of the reservation price will be refunded for a delayed arrival of over **four** hours.

4.3 In the case of scheduled ferry journey of more than eight hours, but not exceeding twenty-four hours:

- 25% of the reservation price will be refunded for a delayed arrival of at least **three** hours;

OR

- 50% of the reservation price will be refunded for a delayed arrival of over **six** hours.

