

P&O FERRIES CONDITIONS FOR INCLUSIVE TOUR RATES

By making a booking, the Operator is deemed to accept these terms and conditions. As an overriding condition the parties acknowledge that no booking made by the Operator shall give rise to any liability on the Company's part until the Company has advertised generally its schedules covering the period during which the Operator wishes such booking to be discharged. All such bookings shall be conditional upon formal written acceptance by the Company after publication of the said schedules.

The special ITX rates (the "Contract Rates") are made available by either (a) P&O Short Sea Ferries, for sailings on a Short Sea route; (b) P&O North Sea Ferries, for sailings on a North Sea route; or (d) P&O European Ferries (Irish Sea) Limited, for sailings on an Irish Sea route (each referred to as the "Company") to the operator named (the "Operator") subject to the following conditions:

(A) Contract Rates are available on the basis that the Operator agrees to be bound by the Company's Terms of Business which are available on request and Conditions for Inclusive Tour Rates, which are detailed below.

(B) Contract Rates are strictly confidential and may not be disclosed or made known to any other person or organisation.

(C) Tickets issued at Contract Rates may not be resold by the Operator as a free-standing element.

(D) Contract Rates are only available for sale to customers resident in the country in which they are issued, unless otherwise agreed.

(E) The contract may not be assigned by the Operator. The Company may withdraw Contract Rates on giving 28 days notice or immediately if the Operator fails to comply with or violates any conditions.

1. DEFINITIONS -

"**Inclusive Tours**" and "**ITX**" means planned tours incorporating private transportation and holiday accommodation. The "accommodation" can also be the customers own motorhome or towed caravan but must include pre booked campsite(s) or pitches for the duration of the holiday, plus the ferry crossing. All accommodation must be for the duration of the holiday (minimum holiday duration 2 nights) in either one or several locations, and must have been pre-booked by the Operator.

"**North Sea routes**" means sailings between Hull and Rotterdam/Zeebrugge or any other routes that may be operated by the Company across or around the North Sea.

"**Short Sea routes**" means sailings between Dover and Calais or any other routes operated by the Company across or around the English Channel.

"**Irish Sea routes**" means sailings between Larne and Cairnryan/Troon and Liverpool/Dublin or any other routes that may be operated by us across or around the Irish Sea.

2. APPLICATION - No logo, artwork or other material depicting P&O Ferries or P&O Irish Sea may be used either in printed or electronic form without our permission in advance.

3. CONDITIONS OF THE COMPANY - The fare for travel with the Company must be included as part of the total cost of the Inclusive Tour. Such fares cannot be quoted or sold either in printed or electronic form as a freestanding element unless with the expressed permission of the Company. Contract Rates will be maintained as confidential at all times. Tickets issued by virtue of this contract must be for pre-booked return journeys only. Tickets cannot be used for vehicles carrying more than 9 passengers including the driver, nor can tickets be used for vehicles designed for commercial use. Special fares are only available when any additional conditions, including and not limited to, times of travel, vehicle types, duration of stay are strictly adhered to. Failure to observe these conditions will result in a supplement to be applied prior to travel and paid by the customer on departure. The Operator shall be responsible for bringing these conditions to the attention of the customer. Inclusive Tours should incorporate transport in both outbound and inbound directions on any route operated by the Company. No single journey ITX fares are available. The Operator undertakes to advise the customer(s) at the time of booking that no refund will be given by the Company on any unused portion of a ferry booking which is made as part of an ITX booking. Cross route/cross tariff/cross season bookings will be charged at half the sum of the two appropriate return fares (unless specified otherwise). Inclusive Tours can be organised by the Operator on a 12-month basis, or less, using the Company's appropriate ITX tariffs. Any additional services will be charged at the rate current at the time of booking. The Company may terminate this agreement without incurring any obligation or liability, if the Operator fails to comply with, or violates the conditions herein.

4. SPACE - Space available for ITX fares is limited by allocation. The Operator shall be responsible for providing all names, gender and age category together with (for purposes of emergency) details of any special care needs for each booking. Failure to provide this information prior to the day of travel may result in travel being delayed.

5. BOOKINGS

5.1 – No bookings are to be made in connection with a newly negotiated fare until the Company has confirmed any special requirements necessary to make such bookings.

5.2 – Subject to the provisions of paragraph 5.3, fares are only guaranteed once the booking has been confirmed to the Operator by way of a booking reference.

5.3 – In the event of an increase in general operating costs, the Company reserves the right to make a surcharge at the time of booking. In addition, a surcharge may be made as a result of any increase in costs between the date of booking and the date of travel. This may be applied to all passenger and/or vehicle bookings and will be collected prior to the outward journey. A reduction or a removal of a surcharge will affect only new bookings made from the date of change. Bookings may be based on provisional schedules and vessel disposition, which could subsequently change. In the event of such a change the Operator will be advised prior to travel and made aware of the alternative options available. It is the responsibility of the Operator to quote the correct account number/promotional code at the time of booking. No refunds will be given where a booking is misquoted as a result of an incorrect account number / promotional code being advised by the Operator. Any booking made on a route for which Contract Rates have not been agreed will be made at public fares. For credit agents, the Operator's account will be debited 42 days before the outward travel date or immediately if within 42 days of the outward travel date. The Company reserves the right to demand full payment at any time on or within 42 days prior to the date of outward travel in any event. Nevertheless, in the absence of any such prior demand, the Company will send to the Operator a statement showing all balances outstanding in respect of bookings made. For monthly accounts this will be sent at the end of each month. Payment terms require payment of the total balance shown to be outstanding on each monthly statement to be received by the Company by the 15th day of the month following that to which the statement relates. For weekly accounts, statements will be sent at the end of each week. Payment terms require payment of the total balance shown to be outstanding on each weekly statement to be received by the Company by the last day of the week following that to which the statement relates. For cash Operators payment in full is due at the time the booking is confirmed. Payments made by credit card or cheque will be subject to a booking fee. The Company will, on request, issue a confirmation/invoice in respect of a booking. Payment shall be made in full within 10 days and the Company reserves the right to refuse travel until payment has been received. The Company reserves in any event the right to cancel any booking for which it has not received payment in full as herein provided.

CONDITIONS FOR INCLUSIVE TOUR RATES SHOULD BE READ IN CONJUNCTION WITH P&O FERRIES FULL TERMS OF BUSINESS. PLEASE VISIT WWW.POFERRIES.COM AND CLICK ON TERMS AND CONDITIONS, PAYING PARTICULAR ATTENTION TO CLAUSES 4 (AMENDMENT, CANCELLATION AND REFUNDS), 6 (YOUR RESPONSIBILITIES), 9 (SMOKING AND ALCOHOL POLICY), 10 (SAFETY AND SECURITY) AND 12 (LIABILITY). ALL AGENTS MUST ADVISE CUSTOMERS THAT THEIR TRAVEL WITH P&O FERRIES IS SUBJECT TO THESE TERMS AND CONDITIONS.

04 OCTOBER 2010