



BOOKING INFORMATION

Prior to Booking

All passengers should read carefully through the information provided on our website, including the Passenger Terms & Conditions.

Before Departure

The age limit for travelling with us is 75 years, at the time of embarkation. If you are 65 or over, you will need a doctor's certificate stating that you are fit to travel on a cargo vessel. Minors under the age of 18 years old are not able to travel onboard the vessel (unless travelling with an adult)

You need compulsory travel health insurance, details of what this must cover is in the Passenger Terms & Conditions.

5 days before the scheduled day of departure you must contact our Agent to get confirmation of sailing day and information about time and place of departure and embarkation instructions

It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling. It is your responsibility to ensure legal eligibility to travel and you are advised to check with the appropriate government authorities to determine the necessary documents and travel eligibility requirements for your voyage and any destination

On request you must complete any necessary public health documentation and/or provide any evidence of negative test results for Covid-19 as a condition to board the vessel. You also agree to submit to further Covid-19 screening on-board that is considered necessary to protect the health of fellow crew/passengers. In the event of a positive test result during the voyage you will be required to isolate in your cabin until you are notified that, in accordance with any applicable procedures or legal requirements/restrictions, you may leave your cabin.

Luggage allowances will be confirmed in advance of embarkation.

Passengers are prohibited from carrying the following prohibited items: (i) items with heating elements or open flames; (ii) items that generate heat or produce an open flame. This includes irons, candles, kettles and any other item that may create a fire hazard. Curling tongs, hair straighteners and hair dryers are permitted on board but should be used with care and turned off when not in use; (iii) weapons (including any item with a blade in excess of 7cm), explosives, or any other item that, in the opinion of the crew, presents a potential risk of harm to persons or property. This includes imitation or replica firearms, craft knives and cut throat razors; (iv) illegal drugs or other illegal substances will be confiscated and appropriate action taken; (v) guests are not permitted to bring their own alcoholic beverages on board and only alcohol purchased on board may be consumed; (vi) any piece of radio equipment that transmits and has a power output in excess of 5 watts; (vii) drones and any other types of flying objects regardless of size or propulsion system. If any item is confiscated and deemed that it can be lawfully returned, the item will be given back at the end of the cruise. Any illegal items will be confiscated and the appropriate authorities advised.

On Board

You are travelling on board a working cargo vessel. All passengers are of course welcomed guests, but please bear in mind that the Master, Officers and Crew must comply with their daily duty and routine to run the vessel and while in port to complete cargo operations.

All passengers travelling on board the MV St Helena will be required to participate in a safety induction to be carried out by the Ship's Safety Officer

It is a Statutory Requirement for the ship to hold weekly General Emergency, Fire and Abandon Ship Drills. As part of these drills all passengers will be required to Muster at their Muster Stations (further information will be provided to you on board).

Books / Games / DVDs

There are a limited number of books and games available to passengers. However, we suggest you bring your own books & entertainment devices/DVDs to help fill the time during the voyage. There are no radios or televisions in passenger cabins.

Dress Code

For your safety and comfort, we suggest not wearing shoes with high heels or open toes. Even in good sea conditions a sudden movement of the vessel is possible and very often the outer deck is wet. The dress code on board is casual, although we do request that all passengers are respectful that all the public spaces are shared and therefore appropriate clothing is always worn.

Restricted Areas

There are a number of areas on the vessel where passengers are not allowed, access to these is strictly prohibited unless authorised by the Master (or person designated) and accompanied by a member of the ship's personnel.

Meals

All meals are served in the restaurant in buffet style service. You will be informed of the meal hours for breakfast, lunch and dinner during the safety induction. Please respect the meal hours. No meals can be served in your cabin. There is a guest pantry on each deck providing 24 hour access to basic drinks and snacks.

If you require the cook to incorporate any dietary requirement, please ensure these are highlighted on your booking form.

Passenger Cabins

Your cabin will be made up for your arrival. If housekeeping assistance is required then a member of crew will be available.

Telecommunications

Basic email (without attachments) is available, and satellite telephone for emergency contact whilst deep sea.

Lift

There is a lift on the MV St Helena which serves the A, B and C decks.

Electric Current

220 Volts. The plugs are of British standard. Bring an adaptor, if necessary.

Currency

The currencies on board our vessels are:

Euros / GBP

Beverages

Are sold only in bottles or cans and are subject to availability. For drink purchases please contact housekeeping who will explain the cash for token system. A price list is available on board.

Alcoholic beverages should be consumed with moderation and it is always at the discretion of the Master to prohibit the sale of alcoholic beverages to persons that, in his sole judgment, make abuse of it.

Passengers are not allowed to consume alcoholic beverages purchased ashore.



Extreme E Ltd MV St Helena Passenger Voyages Terms and Conditions of Carriage

Version: 30 May 2022

1 GENERAL INTRODUCTION

The following Terms and Conditions together with the Booking Information and the Passenger Booking Form, form the basis of the Passage Contract with the Carrier. Passengers are carried exclusively in accordance with the Passage Contract. By purchasing the ticket, the Passenger enters into the Passage Contract and agrees to be bound by the terms, conditions, obligations and restrictions contained in the Passage Contract without reservation. The Extreme E Terms and Conditions apply to all persons and Luggage carried on the MV St Helena whether or not a ticket has been issued to such person.

2. DEFINITIONS

“Administration Fee” is £50.00 per person per change.

“Agent” means Seabreaks Ltd T/A Cargo Ship Voyages of 10 Westway, Cowes, Isle of Wight, PO31 8QP, appointed by the Carrier as retail agent to manage passenger bookings for St Helena Voyages.

“Athens Convention” means the International Convention relating the Carriage of Passengers and Baggage by Sea adopted at Athens on the 13th of December 1974 as modified by the 2002 Protocol.

“Booking” means the steps taken by the Passenger to enter into the Passage Contract with the Carrier.

“Cancellation Fee” means the fee set out in clause 8.2.

“Carrier” means the entity which has undertaken the obligation to carry the Passenger pursuant to the Booking Terms and Conditions, which unless advised to the contrary is Extreme E.

“Extreme E” or “Company” means Extreme E Ltd of 9th Floor 3 Shortlands, Hammersmith, London, England, W6 8DA, UK.

“Fare” means the price which covers the Voyage as agreed on booking pursuant to clause 6.

“International Convention” means an international convention applying to any stage of the Voyage, including but not limited to: the Athens Convention and the Convention on Limitation of Liability for Maritime Claims 1976.

“Luggage” means hand luggage owned by the Passenger, or stowed as cargo on board, and that contains only personal belongings.

“Package” means the voyage performed by Extreme E including services provided on board the Vessel subject to the Package Travel Regulations 2018 pursuant to clause 3.4 below.

“Package Travel Regulations 2018” means the Package Travel and Linked Travel Arrangements Regulations 2018.

“Passage Contract” means the contract between the Passenger and the Carrier which includes the specific information relating to the Passenger’s booking, the information contained in the Booking Information as applicable to the Passenger’s booking and these Extreme E Terms and Conditions.

“Passenger” means any individual or group holding or intending to enter into the Passage Contract for a Voyage on the Carrier’s vessel/s.

“Vessel” means the MV “ST HELENA” or such other vessel that shall be nominated by the Carrier.

“Voyage” means the transport from the port of origin to the port of destination, and if applicable return voyage or onward passage.

3. PRELIMINARY CONSIDERATIONS

3.1. Extreme E is responsible for the proper performance of all the travel services included in the Passage Contract.

3.2. Passengers will receive all essential information about the voyage before concluding the Passage Contract substantially contained in the Booking Information incorporated herein.

3.3. The voyages concerned are performed by MV St Helena a cargo/passenger vessel. The voyage schedule(s), itineraries, the departure and arrival dates, the ports of call and the schedules, communicated in any form, are for information only and are subject to change and modification at any time and without notice, based exclusively on the requirements of the cargo carried or to be carried.

3.4 When you buy a package holiday that doesn’t include a flight, protection is provide by way of a trust account that is independently administered by the Agent. All funds paid to the Agent for non-ATOL flight packages are covered in accordance with The Package Travel and Linked Travel Arrangements Regulations 2018 by means of this trust account. All customer funds paid to the Company remain fully trust protected and cannot be released to the Company until after you have completed your journey. Further information about this protection will be provided to you at the time of booking.

3.5. Passengers will benefit from all EU rights applying to the Package as long as they apply by force of law. Extreme E will be fully responsible for the proper performance of the Package as a whole.

3.6. Additionally, as required by law, Extreme E has protection in place to refund Passenger payments and, where transport is included in the Package, to ensure repatriation to the point of embarkation in the event that it becomes insolvent.

4. CARRIAGE BY CARGO VESSEL

4.1. The Passenger expressly accepts and understands the specific conditions which apply to carriage of Passengers on cargo vessels as set out in the Booking Information.

5. BOOKING PROCEDURE AND DEPOSIT

5.1. Bookings are only made via Extreme E’s appointed Agent. To confirm a reservation, a deposit of 25% of the Fare must be received. The balance of the fare is due 45 days prior to scheduled sailing. If a booking is made within 45 days of the scheduled sailing date the full fee is payable and must have been received to confirm a reservation.

5.2. If payments are not received by the Agent in due time, Extreme E reserves the right to cancel the Passage Contract.

5.3. No ticket can be sold without a reservation or with an open sailing date.

6. FARES AND PAYMENT

6.1. The Fare is expressed in £ Sterling / € Euros and is confirmed at the time of booking.

6.2. The Fare includes in addition to the Voyage port charges for the Passenger, the accommodation on board, and meals.

6.3. The Fare does not include the following: a) - subject to availability costs of wifi, telephone calls or any other communications; b) beverages (other than water, tea and coffee) c) personal transport to and from the vessel in port and d) - any additional costs or personal expenses other than as expressly identified herein.

6.4. Any increase in price shall be payable by the Passenger prior to embarkation. No price increase can be imposed within 20 days of the scheduled departure. If the price increase exceeds 8% of the Fare at the time of Booking, the Passenger will be entitled to cancel with a full refund of amounts paid by the Passenger at the time of cancellation.

7. CHANGE OF RESERVATION OR TRANSFER OF PASSAGE CONTRACT (ticket)

7.1. The Passage Contract (passenger ticket) which can be issued on paper, by fax, by e-mail or in digital form, is strictly personal and valid only for the persons, vessel and date of sailing stated thereon. Subject to clause 7.2 below, the ticket is not transferable.

7.2. The Passenger is entitled to transfer the booking to a third party, provided that: a) the said third party satisfies all the conditions under the Passage Contract; b) written notice is duly sent to the Agent not later than 7 days before departure; c) the Passenger pays the Administration Fee; and d) the Passenger and the third party shall be jointly liable to the Company to pay the Fare and the Administration Fee.

7.3. Any modification of the reservation is subject to the Administration Fee.

8. TERMINATION OF PASSAGE CONTRACT BY THE PASSENGER

8.1. Passengers may terminate the Passage Contract at any time before the start of the Package provided that, a) written notice of the cancellation is given to the Agent; and b) the Passenger pays the Cancellation Fee.

8.2. The Cancellation Fee is calculated as follows:

Cancellation Date (days before sailing) Cancellation Fee (% of fare)

6 and under	100%
7 – 13	90%
14 – 25	75%
26 – 45	55%
46 – 55	40%
Over 56	25% (loss of deposit)

8.3. Cancellations received by the Agent's office after 17.00 GMT are considered as received the next day. Cancellations received after 17.00 GMT on Friday are considered as received on the following Monday. English or local public holidays are considered as Sunday.

8.4. No refund is granted for missed embarkation due to refusal by any Authority or due to missing or insufficient personal documentation, immigration issues, visa issues, travel connection or other issues which are the responsibility of the Passenger. Those passengers making travel arrangements are strongly advised only to book tickets with flexibility to change at short notice to coincide with changes of vessel scheduling.

8.5. Passengers may terminate the Passage Contract without paying any Cancellation Fee and receive a full refund of any payments: a) if any of the essential elements of the Package, other than the price, has changed significantly; or b) in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package.

8.6. Subject to Clause 9 below and always bearing in mind the very particular nature of the Passage Contract, if, after the start of the Voyage, significant elements of the Package cannot be provided as agreed, suitable alternative arrangements will be offered to the Passenger, where possible, at no extra cost. Passengers may

terminate the Passage Contract without paying any Cancellation Fee, where services are not performed in accordance with the Passage Contract and this substantially affects the performance of the Package and Extreme E fails to remedy the problem.

9. TERMINATION OF PASSAGE CONTRACT BY THE CARRIER

9.1. The Carrier is entitled prior to the Voyage to cancel the Package for any passenger that is in breach of Passage Contract without any obligation to refund any monies paid and without prejudice to its right to claim any outstanding balance due to the Agent and/or the Carrier.

9.2. If before the start of the Package Extreme E cancels the Package, Passengers are entitled to a refund not exceeding the total amount paid.

9.3. The Carrier is entitled to cancel at any time any Voyage or port of call without any obligation other than to refund the monies paid by the Passenger.

10. GRATUITIES

10.1. Gratuities are left to the appreciation of the passenger for the service received on board.

11. PASSENGER'S OBLIGATION

11.1. Passengers agree to be bound by the terms of the Passage Contract, which for the avoidance of doubt includes the Booking Information.

11.2. It is a condition of the Passage Contract that, a) Passengers must comply with any regulations which the Carrier or the Master of the Ship may at any time consider necessary for the general good order, comfort, and safety of the ship, and all on board; b) Each Passenger warrants that he/she is physically and mentally fit to undertake the Voyage and complies with the obligations set out in clauses 11 to 13 inclusive of the Booking Information; c) Each Passenger holds all necessary travel documentation including a valid passport, visa(s) and provides next of kin details pursuant to the terms of the Booking information; and d) the Agent has received the full fare. Passengers must also have adequate travel and medical insurance in force for the entire duration of the voyage which must include a minimum medical and repatriation coverage of €5,000,000. Evidence of insurance must be provided at the time of booking or prior to travel. You may require additional cover for any pre-existing condition you may have. The Company strongly recommends that cancellation insurance is also obtained to protect your deposit or fare in the event of illness or similar events resulting in the curtailment or cancellation of your travel arrangements.

11.3. Passengers shall be liable for any damage or loss suffered by the Agent or the Carrier and/or any supplier of services connected with the Passage Contract as a result of the Passenger's failure to comply with their contractual obligations under the Passage Contract.

11.4. The Passenger shall be liable to and shall reimburse the Company for all damage to the ship and its furnishings and equipment and/or any property of the Company caused directly or indirectly by any wilful or negligent act or omission on the part of the Passenger.

11.5. The Agent and/or the Carrier will be under no liability whatsoever to any Passenger in respect of any breach or non-observance by any Passenger of the provisions of this Passage Contract and any Passenger shall indemnify the Agent and/or the Carrier or any of its suppliers by such breach or non-observance.

12. POWER OF THE MASTER

12.1. The Master has the right to proceed without pilot, to tow and assist other vessels under any circumstance, to deviate from the standard route, to call any port, to transfer passengers and their Luggage onto another vessel for the continuation of the journey or to terminate the voyage for reasonable reason.

12.2. The Carrier, and on its behalf the Master of the vessel have the right to refuse embarkation to any Passenger who by their exclusive opinion is not in reasonable physical or mental condition to make the journey

or to travel on a cargo vessel. Furthermore, the Carrier and on its behalf the Master have the right to disembark during the journey, in any port, any Passenger who in their exclusive opinion is no longer in reasonable physical or mental condition to allow the continuation of the journey or whose behaviour represents a danger or a serious disturbance to the other passengers or crew.

12.3. All Passengers on board the vessel are subject to the disciplinary power of the Master for all matters concerning safety and security, and any contravention of clause 12.2.

12.4. The Passenger hereby accepts and agrees that the Master and Officers are entitled and have authority to search any Passenger, their Luggage and any belongings for safety, security or other lawful reasons.

12.5. The Carrier and the Master have the right to follow any order or directive given by governments or authorities of any state or by subjects that act or declare to act on behalf or with the agreement of such governments or authority or by any other subject that according to the conditions of the insurance policy covering war risks can issue such orders or directives. All actions taken by the Carrier and the Master in execution or as a consequence of such orders or directives shall not be considered a breach of the Passage Contract and the Carrier shall have no liability to the Passenger.

12.6. Where a Passenger is refused embarkation by the Master, its servants or agents on the basis that they are unfit to travel or for any other reason including a breach of the Booking Terms and Conditions the Agent/Carrier has no liability to the Passenger, the Passenger shall be entitled to no refund of the Fare.

13. COMPLAINTS

13.1. If, after the start of the voyage, significant elements of the Package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the passenger at no extra cost.

13.2. Any Passenger with a complaint whilst on board the Vessel must bring it to the attention of the Master as soon as possible. If the voyage staff are unable to resolve the problem, any complaint must be notified in writing to the Agent within 28 days of disembarkation. Failure to report the complaint within this time may adversely affect the Company's ability to deal with it. Such complaints should be notified to the following address: Seabreaks Ltd T/A Cargo Ship Voyages, 10 Westway, Cowes, Isle Of Wight, PO31 8QP.

13.3. However, Passengers should be fully aware of the particular nature of the Passage Contract and the fact that other than as set out herein, no price reduction or compensation whatsoever will be paid as a result of cancellations or a change in the schedule, itinerary and ports of call.

13.4. Any complaint by a Passenger concerning the Package will be dealt with carefully and fairly by our staff. Once the complaint has been fully investigated in accordance with this procedure the Passenger will be informed of the outcome. If the complaint is upheld, any compensation that may be awarded may be limited as set out in this Passage Contract.

14. EMERGENCY CONTACT

14.1. In the event of an emergency on board Passengers should contact the Master of the vessel. Extreme E will provide assistance if the Passenger is in difficulty. However, Passengers should be fully aware of the particular nature of the Passage Contract and the limitations in assistance that may be given.

15. LIABILITY AND LIMITATIONS

15.1. Any liability of the Company for death or personal injury or for loss of or damage to Luggage arising out of carriage by sea shall be solely brought and determined in accordance with the provisions of the convention relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended by the 2002 Protocol ("the Athens Convention").

15.2. In respect of any loss or damage to property including Luggage which is not covered by any International Convention, then any legal liability of the Company shall be limited to €500 per Passenger.

15.3. The Company shall not be liable for any loss or damage to Luggage that occurs outside the course of carriage including any loss or damage before or after the Luggage comes into the Company's possession, including where the Luggage is in the possession of other transportation services.

15.4. It is hereby expressly agreed that no servant or agent of the Agent and/or the Carrier, including the Master and crew of the Vessel concerned shall in any circumstance whatsoever be under any liability beyond this Passage Contract and these third parties shall be entitled to have the benefit of any exclusion or limitation of liability provided for in the Passage Contract.

16. LAW AND JURISTITION

16.1. This Passage Contract is made on the terms of these booking conditions and is governed by English law and both parties shall submit to the jurisdiction of the English Courts at all times.

16.2. Any action arising under EU 392/2009 or the Athens Convention 1974 may be brought, at the claimant's option, in any of the courts listed in Article 17 of EU 392/2009 or where the Athens Convention 1974 is applicable 17.1 (a to d) of the Athens Convention, or alternatively the claimant and the Carrier may agree (after the occurrence of the incident giving rise to the claim) on any jurisdiction or to arbitration.

16.3. Subject to 16.2, any dispute or litigation between the Passenger and Carrier arising from or in connection with the Passage Contract, or carriage of Luggage shall be subject to the jurisdiction of the Courts of England and Wales.

17. INSOLVENCY

17.1. All customer funds paid to the Company remain fully trust protected and cannot be released to the Company until after you have completed your cruise/holiday.

17.2. Trust account cover provides for a refund in the event you have not yet travelled, or repatriation if you are abroad.

17.3. In the unlikely event that you require assistance whilst abroad due to financial failure please info@cargoshipvoyages.com or call +44 1983 299395.

17.4. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

18. DATA PROTECTION

18.1. Extreme E's full Privacy Policy is available on our website at <https://www.extreme-e.com/en/legal/privacy-notice>. Extreme E processes personal data about Passengers in order to deliver services to you. When you make a booking, the Agent will collect personal data about you and others in your group to effect the booking including your names, dates of birth, home addresses, email and details of any medical or dietary requirements as well as payment, passport and insurance details. If you provide personal data about any other individuals included in your booking you must have the authority of those individuals to provide their personal data to the Agent.

18.2. Extreme E will use personal data before and during your voyage for the purposes of security and safety, for your comfort and enjoyment, and to protect your health and welfare. Due to the ongoing Covid-19 pandemic, we must collect and process personal data relating to your health before and during your voyage to satisfy public health requirements and/or protect the health and wellbeing of the crew and your fellow passengers.

18.3. We are required to co-operate with government and law enforcement agencies and the public authorities of any country in your itinerary, including customs and immigration authorities. We collect and process personal data in the UK but may need to process your personal data worldwide, including on board the ship. This may involve sending your personal information to countries where controls on data protection may not be as strong as in the UK.

18.4. If you have any queries about our processing of your personal data you may contact Extreme E on enquiries@extreme-e.com.

19. INTERPRETATION

19.1. In the event of any inconsistency between the Extreme E Terms and Conditions, the Booking Information and the Booking Form, the Extreme E Terms and Conditions shall take precedence over the Booking Form, which shall take precedence over the Booking Information.