

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

Guidance Note N° 6

Chapter III - Obligations of carriers and terminal operators in the event of interrupted travel

1. This draft guidance note is intended to provide general information on those provisions within EU Regulation 1177/2010 ("the EU Regulation") concerning the rights of passengers when travelling by sea and inland waterway that relate to the obligations of carriers (i.e. cruise and ferry service operators) and port terminal operators in the event of interrupted travel.

Information in the event of cancelled or delayed departures

2. In the case of a cancellation or a delay in departure of a ferry or cruise service, passengers departing from manned terminals will be informed by the carrier, or where appropriate, by the terminal operator, of the situation as soon as possible and in any event no later than 30 minutes after the scheduled departure time, and of the estimated departure time and estimated arrival time as soon as that information is available.

3. If passengers miss a connecting transport service due to a cancellation or delay, the carrier and, where appropriate, the terminal operator will make reasonable effort to inform the passengers concerned of alternative connections. The carrier or terminal operator will provide this information in accessible formats for all passengers.

4. If it is possible, passengers due to board a ferry at an unmanned slipway or quay will similarly be informed of a cancellation or delay.

Assistance in the event of cancelled or delayed departures

5. At manned terminals, where a carrier reasonably expects the departure of a ferry sailing or cruise ship to be cancelled or delayed for more than 90 minutes beyond its scheduled time of departure, passengers will be offered free of charge, snacks, meals or refreshments in reasonable relation to the waiting time, provided they are available or can reasonably be supplied.

6. The Department for Transport takes the view that it is reasonable to expect a carrier to provide snacks, meals or refreshments where they are available or can reasonably be supplied, or if the carrier so decides to an equivalent monetary sum, as set out in the table below:

| Waiting time | Snacks, meals or refreshments |
|--|--|
| 90 minutes or more and every 90 minutes thereafter | light refreshment such as a bottle of water or a cup of tea. |
| 4 hours or more | a snack or light meal such as a sandwich or a bowl of soup. |
| 8 hours or more | a hot meal. |
| Every 4 hours thereafter | as above; a snack or a meal should be provided. |

7. Please note that the examples in the table above are for illustrative purposes.

8. The availability of snacks, meals or refreshments may differ depending on a number of factors, such as the facilities in the port terminal or onboard the ship, the time of day and the proximity of the terminal to local amenities.

9. Where possible, when offering meals or refreshments, a carrier or terminal operator should try and cater for passengers with declared special dietary needs.

10. The EU Regulation does not require snacks, meals or refreshments to be provided to passengers with open tickets unless they have been checked-in or to passengers who were advised of the delay or cancellation before purchasing a ticket. However, passengers with season tickets or travel passes are entitled to this provision¹.

11. In the case of a cancellation or a delay in departure where a stay of one or more nights or a stay additional to that intended by the passenger becomes necessary (because, for example, no alternative routes are available) a passenger at a manned terminal will, where and when physically possible, be offered free of charge accommodation on board the ship, or ashore, and transport to and from the port terminal and place of accommodation. However, no overnight accommodation costs are payable where the cancellation or delay is caused by weather conditions endangering the safe operation of the ship. The safety of the ship is ultimately a matter for the Master and his word is final.

12. The carrier will usually organise such overnight accommodation but could invite passengers who wish to do so to make their own arrangements and offer to reimburse expenses they incur. In either case, the carrier may limit accommodation costs to €80² per night per passenger for a maximum of three nights. Costs incurred by a passenger for overnight accommodation should either be paid by the carrier directly to the accommodation provider or be refunded to the passenger on submission of receipts.

13. The availability of accommodation will differ depending on a large number of factors including the type of ship, the location of the port terminal, the proximity of the

¹ Under Article 20(1)

² The total cost of accommodation ashore should be paid in £ sterling using the applicable exchange rate which can be located at www.xe.com

terminal to local facilities, the time of year, the length of the delay and the number of passengers delayed.

14. Accommodation may be provided either ashore or on board the vessel. In broad terms, it should enable the passenger to rest and to have easy access to toilet and wash facilities. In a number of circumstances it may be appropriate for the passenger to go home and return to the port terminal at a later time. In such circumstances the carrier should pay any associated transport costs e.g. petrol.

15. There is no obligation on the carrier to offer snacks, meals, refreshments or overnight accommodation at unmanned slipways or quay – and, in practice, catering and accommodation facilities at (or near) such locations are usually extremely limited.

Re-routing and reimbursement in the event of cancelled or delayed departures for ferry passengers

16. Where a carrier reasonably expects a ferry service to be cancelled or delayed in departure from a port terminal for more than 90 minutes, the passenger should be offered the choice between:

(a) re-routing to the final destination, under comparable conditions, as set out in the transport contract, at the earliest opportunity and at no additional cost;

(b) refund of the ticket price and, where relevant, a return service free of charge to the first point of departure, as set out in the transport contract, at the earliest opportunity.

17. A passenger is not obliged to be re-routed or refunded if offered the opportunity, but a passenger who declines an offer to be re-routed in accordance with (a) above and chooses instead to wait at the terminal will be liable for any costs they then incur.

18. Where a ferry service has been delayed for more than 90 minutes at an unmanned slipway, passengers are similarly entitled to be re-routed or refunded. In practice, however, there may be no personnel from the carrier on site, so the passenger will need to contact the carrier to arrange any such re-routing (if possible) or to seek a refund.

19. A passenger is entitled to a refund based on the full cost of the ticket at the price at which it was purchased, for the part or parts of the journey not made, and for the part or parts already made where the journey no longer serves any purpose in relation to the passenger's original travel plan, for example a missed connection makes the journey meaningless and the passenger decides to return to the point of departure. If the ticket does not include a price for each part of the journey (for example a travel pass or a season ticket), the refund should be calculated on a pro-rated basis. A passenger travelling on an integrated rail and ferry ticket is also entitled to be refunded on this basis.

20. The payment of any refund must be made within 7 days, in cash, by electronic bank transfer, bank order or bank cheque. The refund is likely to be made in the same format as the original payment. Where the passenger agrees, the full refund may also be paid in the form of vouchers and/or other services in an amount equivalent to the price for which the ticket was purchased, provided that the conditions are flexible, particularly regarding the period of validity and the destination.

21. A passenger with an open ticket where the time of departure is not specified may not be entitled to be re-routed or refunded but this may be dependent upon the terms and conditions of the carrier.

22. Cruise passengers have rights under the EU Package Travel Directive in the case where either there are significant changes to the arrangements before departure, or where arrangements change during the cruise.

Compensation of the ticket price in the event of delay in arrival of a ferry service

23. A passenger who travels on a ferry service and experiences a delay in arrival at the final destination as set out in the transport contract is entitled to compensation.

24. The compensation relevant to the length of the delay should be calculated from the scheduled time of arrival as set out in the original transport contract. The only exception to this is when the original transport contract has been subsequently amended to reflect a change requested by the passenger.

25. From time to time, operators may have to reschedule their services for operational reasons. Any rescheduling should be a planned event and any alteration to the timetable should be well in advance of their sailing time. Passengers should be notified in advance so they can alter their own travel plans accordingly.

26. Where a ship's arrival is delayed the carrier will be required, upon request, to compensate the passenger to the minimum level of 25% of the ticket price in accordance with the following table:

| Scheduled journey time | Length of delay |
|--|------------------------|
| up to 4 hours | at least 1 hour |
| more than 4 hours but not more than 8 hours | at least 2 hours |
| more than 8 hours but not more than 24 hours | at least 3 hours |
| more than 24 hours | at least 6 hours |

27. If the length of delay exceeds double the time set out in the table above, the compensation will be 50 % of the ticket price.

28. Tariff structures in the ferry industry are complex and diverse. However, compensation must be calculated in relation to the price which the passenger actually paid for the ticket as specified in the transport contract. For example a passenger that purchases a ticket for a family of four, travelling in their own vehicle should receive compensation based on the total cost of the ticket including the part of the ticket price associated with the vehicle.

29. Where the passenger holds a combined ticket for an outward and return journey, compensation for a delay in arrival on either the outward or the return leg shall be calculated in relation to 50% of the price paid for the transport by that ferry service.
30. When calculating the compensation, the cost of any extras related to that part of the journey e.g. the costs associated with the allocation of seats or an onboard cabin should be included, provided such extras were purchased as part of the transport contract. Any discretionary purchases made onboard the ship should not be included in the calculation. Any extras included in the transport contract but not specially related to that part of the journey e.g. holiday insurance should not be included in the calculation either. Carriers are not required to pay compensation if it amounts to less than €6 or the equivalent³ in £ sterling on any distinct occasion.
31. Compensation is payable to passengers who hold a travel pass or a season ticket and encounter recurrent delays in arrival in accordance with the carriers Terms and Conditions.
32. Assuming that the claim is valid and not disputed then any compensation will be paid within 1 month after the submission of the request for compensation. A disputed claim might take longer to resolve as it may require input from the applicable complaint handling service. Any compensation may be paid in vouchers and / or other services, provided that the conditions are flexible, particularly regarding the period of validity and the destination. The compensation must be paid in money if the passenger requests, and carriers and terminal operators should make the passenger aware of this right. The compensation of the ticket price must not be reduced by financial transaction costs such as fees, telephone costs or postage.
33. Where a passenger requests compensation in money in respect of a ticket that was originally bought with a voucher (or similar) the compensation should be calculated in relation to the cash redemption value of that voucher.
34. Compensation may not be payable to passengers with open tickets unless they have been checked-in or to passengers who were advised of the delay or cancellation before purchasing a ticket or where the delay is due to the fault of the passenger. Terms and Conditions of the operator may apply.
35. Nor is compensation payable where the delay was caused by weather conditions endangering the safe operation of the ship or by extraordinary and unavoidable circumstances that hindered the sailing⁴.
36. As part of their role to customer care, a ferry service or cruise operator may wish to consider how any delay experienced could affect their passenger's onward journeys at the end of their voyage and offer assistance where possible. This help could be through providing railway or bus timetables or telephone numbers to local taxi companies or by providing access to a telephone.

³ To determine the correct exchange rate use www.xe.com.

⁴ Examples include natural disasters such as fires and earthquakes, terrorist attacks, wars and military or civil armed conflicts, uprisings, military or illegal confiscations, labour conflicts, landing any sick, injured or dead person, search and rescue operations at sea or on inland waterways, measures necessary to protect the environment, decisions taken by traffic management bodies or port authorities, or decisions by the competent authorities with regard to public order and safety as well as to cover urgent transport needs.

37. Compensation for failure to provide the contracted services in respect of cruises is governed by the Package Travel Regulations.

Annex A – Information in the event of cancelled or delayed departures (Article 16)

In the case of a cancellation or a delay in departure of a ferry service or a cruise, passengers departing from port terminals or, if possible, passengers departing from ports shall be informed by the carrier or, where appropriate, by the terminal operator, of the situation as soon as possible and in any event no later than 30 minutes after the scheduled time of departure, and of the estimated departure time and estimated arrival time as soon as that information is available.

If passengers miss a connecting transport service due to a cancellation or delay, the carrier and, where appropriate, the terminal operator shall make reasonable efforts to inform the passengers concerned of alternative connections.

The carrier or, where appropriate, the terminal operator, shall ensure that disabled persons or persons with reduced mobility receive the information required in accessible formats.

Assistance in the event of cancelled or delayed departures (Article 17)

Where a carrier reasonably expects the departure of a ferry service or a cruise to be cancelled or delayed for more than 90 minutes beyond its scheduled time of departure, passengers departing from port terminals shall be offered free of charge snacks, meals or refreshments in reasonable relation to the waiting time, provided they are available or can reasonably be supplied.

In the case of a cancellation or a delay in departure where a stay of one or more nights or a stay additional to that intended by the passenger becomes necessary, where and when physically possible, the carrier shall offer passengers departing from port terminals, free of charge, adequate accommodation on board, or ashore, and transport to and from the port terminal and place of accommodation in addition to the snacks, meals or refreshments provided for. For each passenger, the carrier may limit the total cost of accommodation ashore, not including transport to and from the port terminal and place of accommodation, to 80 euros per night, for a maximum of three nights.

The carrier shall pay particular attention to the needs of disabled persons and persons with reduced mobility and any accompanying persons.

Re-routing and reimbursement in the event of cancelled or delayed departures (Article 18)

Where a carrier reasonably expects a ferry service to be cancelled or delayed in departure from a port terminal for more than 90 minutes, the passenger shall immediately be offered the choice between:

- (a) re-routing to the final destination, under comparable conditions, as set out in the transport contract, at the earliest opportunity and at no additional cost;
- (b) reimbursement of the ticket price and, where relevant, a return service free of charge to the first point of departure, as set out in the transport contract, at the earliest opportunity.

Where a ferry service is cancelled or delayed in departure from a port for more than 90 minutes, passengers shall have the right to such re-routing or reimbursement of the ticket price from the carrier.

The payment of the reimbursement provided for shall be made within 7 days, in cash, by electronic bank transfer, bank order or bank cheque, of the full cost of the ticket at the price at which it was purchased, for the part or parts of the journey not made, and for the part or parts already made where the journey no longer serves any purpose in relation to the passenger's original travel plan. Where the passenger agrees, the full reimbursement may also be paid in the form of vouchers and / or other services in an amount equivalent to the price for which the ticket was purchased, provided that the conditions are flexible, particularly regarding the period of validity and the destination.

Compensation of the ticket price in the event of delay in arrival (Article 19)

Without losing the right to transport, passengers may request compensation from the carrier if they are facing a delay in arrival at the final destination as set out in the transport contract. The minimum level of compensation shall be 25 % of the ticket price for a delay of at least:

- (a) 1 hour in the case of a scheduled journey of up to 4 hours;
- (b) 2 hours in the case of a scheduled journey of more than 4 hours, but not exceeding 8 hours;
- (c) 3 hours in the case of a scheduled journey of more than 8 hours, but not exceeding 24 hours; or
- (d) 6 hours in the case of a scheduled journey of more than 24 hours.

If the delay exceeds double the time set out in points (a) to (d), the compensation shall be 50 % of the ticket price.

Passengers who hold a travel pass or a season ticket and who encounter recurrent delays in arrival during its period of validity may request adequate compensation in accordance with the carrier's compensation arrangements. These arrangements shall state the criteria for determining delay in arrival and for calculation of compensation.

Compensation shall be calculated in relation to the price which the passenger actually paid for the delayed ferry service.

Where the transport is for a return journey, compensation for delay in arrival on either the outward or the return leg shall be calculated in relation to half of the price paid for the transport by that ferry service.

The compensation shall be paid within 1 month after the submission of the request for compensation. The compensation may be paid in vouchers and / or other services, provided that the conditions are flexible, particularly regarding the period of validity and the destination. The compensation shall be paid in money at the request of the passenger.

The compensation of the ticket price shall not be reduced by financial transaction costs such as fees, telephone costs or stamps. Carriers may introduce a minimum threshold under which payments for compensation will not be paid. This threshold shall not exceed 6 euros.

Exemptions (Article 20)

Articles 17, 18 and 19 shall not apply to passengers with open tickets as long as the time of departure is not specified, except for passengers holding a travel pass or a season ticket.

Articles 17 and 19 shall not apply if the passenger is informed of the cancellation or delay before the purchase of the ticket or if the cancellation or delay is caused by the fault of the passenger.

Article 17(2) shall not apply where the carrier proves that the cancellation or delay is caused by weather conditions endangering the safe operation of the ship.

Article 19 shall not apply where the carrier proves that the cancellation or delay is caused by weather conditions endangering the safe operation of the ship or by extraordinary circumstances hindering the performance of the ferry service which could not have been avoided even if all reasonable measures had been taken.

Further claims (Article 21)

Nothing in the EU Regulation shall preclude passengers from seeking damages in accordance with national law in respect of loss resulting from cancellation or delay of transport services before national courts, including under Directive 90/314/EEC.

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