

P/98/153

27 February 1998

UNDERTAKINGS FROM P&O AND STENA ACCEPTED IN FOLLOW-UP TO MMC REPORT

Margaret Beckett, President of the Board of Trade and Secretary of State for Trade and Industry, today announced that she has accepted undertakings from the Peninsular and Oriental Steam Navigation Company and Stena Line AB in respect of their proposed joint venture to operate ferry services on cross-channel Short Sea routes. This is in accordance with the recommendation of the Director General of Fair Trading (DGFT).

P&O and Stena have undertaken that the joint venture would be subject to a price cap on passenger fares under certain circumstances. These are

(i) where the DGFT finds that the aggregate market share of the joint venture and Eurotunnel of the market for tourist vehicles on Short Sea routes is at least 90 per cent, and the joint venture's share is at least 30 per cent; and following

(ii) the end of duty free sales;

(iii) the expiry of any initial individual exemption granted by the European Commission pursuant to Article 85(3) of the EC Treaty. (The European Commission has stated that it intends to grant an exemption limited to three years.)

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P&O and Stena have undertaken that in these circumstances the joint venture would cap brochure prices at a level prevailing over a specified prior twelve month period, adjusted for the annual change in the retail price index and, where appropriate, for the end of duty free sales. The price cap would apply to prices for coaches, cars, motorbikes, any drivers and passengers accompanying such vehicles, car trailers, coach trailers and foot-passengers.

P&O and Stena have further undertaken that, under such circumstances, the joint venture would

notify the DGFT in advance of any permanent reduction in the number of vessels which the joint venture intends to operate on either the Dover-Calais or the Newhaven-Dieppe route, so that the DGFT may then review the operation of the undertakings;

in respect of quality standards, seek to secure ISO 9002 Accreditation for all parts of its business.

P&O and Stena have, in addition, undertaken to provide the DGFT with such information as he considers necessary to monitor brochure prices and the tourist vehicle and foot-passenger markets on the routes served by the joint venture.

These undertakings follow the report by the Monopolies and Mergers Commission (MMC) on the proposed joint venture. The undertakings are in line with the decision announced by Mrs Beckett when she published the report, and are sufficient to remedy or prevent the adverse effects identified by the MMC.

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Notes to Editors

1. The MMC's report "The Peninsular and Oriental Steam Navigation Company and Stena Line AB: a report on the proposed merger" (CM 3664), was published on 19 November 1997.

2. The MMC unanimously concluded that on balance the joint venture may be expected to operate against the public interest in so far as it concerns the provision of ferry services in the Short Sea passenger market after 1999. They expected that the loss of competition between P&O and Stena would lead to a situation in which the joint venture and Eurotunnel held a position of duopoly in the Short Sea passenger market, and that as a result fares would rise. The MMC stated that by "a duopoly position" they meant "a position where Eurotunnel and the joint venture have no competitors in the relevant market or have a position of such dominance that they could act independently of other competitors". They concluded that the joint venture was unlikely to have adverse effects on the public interest in respect of the carriage of freight, or in respect of passenger services in the period up to the abolition of the duty free concession in June 1999. Mrs Beckett accepted the MMC's conclusions on the public interest, but stated that she was mindful that the future development of the passenger market after the abolition of the duty free concession was uncertain.

3. The MMC majority recommended that the joint venture should be allowed to proceed after the giving of undertakings intended to preserve competition from other ferry companies. One member argued in a minority report that the merger should be prohibited. The DGFT also advised Mrs Beckett that he favoured prohibition. Mrs Beckett accepted the DGFT's advice that the undertakings recommended by the MMC would not be effective. She decided that, particularly in view of the uncertainties, prohibition of the merger would not be warranted. She asked the DGFT to seek undertakings from the parties that should a duopoly situation involving the joint venture and Eurotunnel develop, and following the abolition of duty free, the joint venture should be subject to a cap on passenger fares. Mrs Beckett stated that she wished her decision to provide as coherent an approach as possible from the European and UK competition authorities, while meeting her concerns. (P/97/295).

4. The European Commission gave notice in the Official Journal of the European Communities on 6 February 1998 that it intends to take decision finding that the proposed joint venture infringes Article 85(1) of the EC Treaty but is capable of exemption within the meaning of Article 85(3). The notice states that the Commission considers that in view of the effects of the abolition of duty-free sales being uncertain, the duration of the intended exemption should be limited to three years from the date of implementation of the agreement.

5. Under section 93A of the Fair Trading Act 1973, undertakings given following an MMC report are enforceable through the Courts. Under Section 88 of the Act they must be published.

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6. The undertakings have been given by the Peninsular and Oriental Steam Navigation Company, Stena Line AB, Stena Line (UK) Limited and P&O Dover (Holdings) Limited. The text of the undertakings appears as an Annex to this notice.

Press Enquiries: 0171-215 5971/2/4/5966 (Out of Hours: 0171-215 5110/5600) Public Enquiries: 0171-215 5000 General Enquiries Textphone (for those with hearing impairments): 0171-215 6740

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THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY STENA LINE AB (PUBL)

UNDERTAKINGS BY THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY, STENA LINE AB (PUBL), STENA LINE (UK) LIMITED AND P&O DOVER (HOLDINGS) LIMITED TO THE SECRETARY OF STATE FOR TRADE AND INDUSTRY UNDER SECTION 88(2) OF THE FAIR TRADING ACT 1973

WHEREAS The Peninsular and Oriental Steam Navigation Company ('P&O') and Stena Line AB (publ) ('Stena') by means of its subsidiary Stena Line (UK) Limited ('Stena UK') propose to combine all of their respective ferry enterprises on the Short French Sea and Belgian Straits in a joint venture holding company currently called P&O Dover (Holdings) Limited ('P&O Holdings');

WHEREAS P&O and Stena by means of its subsidiary Stena UK propose that P&O Holdings and its subsidiaries will form the joint venture holding and operating companies;

WHEREAS on 28 November 1996 the Secretary of State for Trade and Industry ('the Secretary of State') referred the resulting merger situation to the Monopolies and Mergers Commission ('the Commission') under sections 64, 69 and 75 Fair Trading Act 1973 ('the Act');

WHEREAS the report of the Commission on that reference as laid before Parliament in November 1997 (Cmnd 3664) sets out such conclusions as are mentioned in section 73(1) of the Act;

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- (ii) the route between Dover and Calais' shall be deemed to include any similar route substituted by P&O Holdings for whatever reason: or
- (c) if P&O Holdings supplies services using two or fewer Vessels on the route between Newhaven and Dieppe, withdraw for more than three consecutive calendar months any Vessel supplying services on such route without first, in each instance, giving notice to the Director so that he may review the operation of these undertakings and in particular the amount and structure of the New UK Brochure Price, and
 - (i) unless P&O Holdings cannot reasonably foresee by 90 days such withdrawal, notice to the Director is to be provided 90 days before P&O Holdings so withdraws the relevant Vessel and in all other circumstances notice to the Director is to be provided as soon as is reasonably practicable and
 - (ii) 'the route between Newhaven and Dieppe' shall be deemed to include any similar route substituted by P&O Holdings for whatever reason.

(2) Subject to paragraph (3) below, P&O Holdings shall use all reasonable endeavours to obtain and retain for all parts of its business an ISO 9002 Accreditation from the British Standards Institute.

(3) The undertakings set out in paragraphs (1) and (2) above shall first apply from the day following the later of:

(a) if an initial individual exemption pursuant to Article 85(3) of the EC Treaty is granted in case IV/MAR/36.253 by the European Commission as indicated in the press release from the European Commission dated 19 November 1997 (reference number IP/97/1008), then the day on which the term of that initial individual exemption expires; (2) The undertakings in paragraph (1) above shall apply to each particular service that P&O Holdings is providing on the Short Sea Routes but only for so long as that particular service continues to be provided.

Information

3.- (1) P&O. Stena. Stena UK and P&O Holdings shall each provide promptly to the Director such Information as the Director considers necessary to monitor *inter alia*:

- (a) the market for Tourist Vehicles and Foot Passengers on the Short Sea Routes:
- (b) New UK Brochure Prices, Old UK Brochure Prices, Fixed 1997 Fares or Fixed Fares; or
- (c) the Maximum Permitted Price and the ISO 9002 Accreditation.

(2) The Information shall be provided to the Director in such form as he requests and at the end of three calendar months after the date of these undertakings and at the end of every three calendar months thereafter or at such other times as the Director may request.

Subsidiaries

P&O, Stena, Stena UK and P&O Holdings shall procure that their subsidiaries (as defined in section 736 of the Companies Act 1985) comply with these undertakings as if they had given them.

Joint venture vehicle

5.- P&O, Stena and Stena UK shall ensure that their respective tourist ferry enterprises on the Short French Sea and Belgian Straits shall not be combined in any group of companies other than P&O Holdings and its subsidiaries (as defined in section 736 of the Companies Act 1985).

Interpretation

7.- In these undertakings:

the Act means the Fair Trading Act 1973 as amended from time to time:

'the Arithmetic Mean' means the mean calculated by reference to the amount of revenue received from sales of the relevant Published Fares;

Base Period', in each case when the Relevant Market Share is found to exist, means the twelve whole calendar months preceding the day three calendar months before the day on which the Relevant Market Share exists;

'Base Price' means:

- (a) if the Relevant Market Share exists before or on the day which is thirty nine calendar months following the Duty Free End Date, then the Old 1997 UK Brochure Price and each Fixed 1997 Fare; otherwise
- (b) if the Relevant Market Share does not exist until after the day which is thirty nine calendar months following the Duty Free End Date, each Old UK Brochure Price which has prevailed in the Base Period and each Fixed Fare which has prevailed in the Base Period;

and in calculating the Base Price, if the types, categories, combinations and material conditions for each identifiable Published Fare which are used to calculate any New UK Brochure Price are not identical to the types, categories, combinations and material conditions for each identifiable Published Fare which either:

 (a) were used to calculate any Old 1997 UK Brochure Price or Fixed 1997 Fare for the purposes of sub-paragraph (a) above; or

- (c) the type of Vessel which may be used to supply relevant services; and
- (d) the terms and conditions set out in Schedule 5 but only to the extent that they are considered material by the Director in relation to the Fixed 1997 Fares or the Fixed Fares;

'Basket' means:

- (a) the bundle of Published Fares in any of the Car Basket, Bike Basket or Car Trailer Basket respectively for any type of single ticket; or
- (b) the bundle of Published Fares in any of the Car Basket, Bike Basket or Car Trailer Basket respectively for any type of return ticket

and listed in Schedule 1 or calculated as shown in Schedule 2 hereto as the case may be:

Belgian Straits' means the sea crossing between ports in Kent (including, for example, Dover and Ramsgate) and ports in Belgium (including, for example, Oostende and Zeebrugge);

'Bike Basket' means the bundle of Published Fares for

- (a) any driver and passengers accompanying any vehicle and
- (b) any vehicle

where the vehicle is listed on a UK Driving Licence within categories A (if no side-car is attached), A1 (if no side-car is attached) or P;

'Car Basket' means the bundle of Published Fares for

Duty Free End Date' means 30 June 1999, being the end date given in Article 28 of Council Directive 92/12/EEC for the purposes of excise duty and in Article 28k of Council Directive 77/388/EEC for the purposes of value added tax for the exemption from excise duty and value added tax granted by Member States of the European Community in respect of certain supplies in tax-free shops, or such later end date as may be agreed by the Council of Ministers, in responding to a proposal from the European Commission, and as may consequently be provided for by the governments of the Kingdom of Belgium, Republic of France or the United Kingdom acting under relevant European Community legislation as being the final day on which such exemptions or substitute exemptions of an equivalent effect may apply;

'Eurotunnel' means for the time being Eurotunnel plc, a company incorporated in England & Wales with company registered number 1960271 having as its registered office Cheriton Parc, Cheriton High Street, Folkestone, Kent CT19 4QS operating transportation facilities through the Channel Tunnel and all subsequent companies operating the same facilities;

Fixed 1997 Fare' means the specific fares listed on a route by route basis in Schedule 3 hereto;

'Fixed Fare' means Published Fares for:

- (a) coaches, their drivers and passengers being:
 - (i) any driver and passengers accompanying any vehicle and
 - (ii) any vehicle

where the vehicle is listed on a UK Driving Licence within categories D1 or D ('Coaches'); or

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RPI at 1 June 1997 or, if sub-paragraph (b) of the definition of Base Price applies, then RPI for the same month as the mid-point in the Base Period

and in all subsequent years during which the undertakings contained in clause 1 above apply (i.e. $t \ge 1$):

$$MaximumPermittedPrice = \sum_{i=1}^{n} P_{i}^{t-1} * W_{i}^{t-1} * \frac{RPI^{t}}{RPI^{t-1}} * \frac{MPP^{t-1}}{New UKBrochurePrice^{t-1}}$$

where: P_i^t = each of the Published Fares for a particular Basket or the Arithmetic Mean thereof between t-1 and t as the case may be which has been published in a UK Brochure produced by or on behalf of P&O Holdings or the Companies as the case may be at time t;

and where:

$$W_{i}^{t-1} = \frac{R_{i}^{t-1}}{\sum_{i=1}^{n} R_{i}^{t-1}}$$

- where: R_i^t = revenue from Published Fare i in the twelve months between t and t+1;
 - t = time (in years) since the day on which the undertakings in clause
 1 hereto applied, or any later day from which they applied
 pursuant to clause 6 above;

n = number of Published Fares in the relevant Basket; and

RPI⁻ = current RPI

and mutatis mutandis (save as to weighting) for a Fixed Fare or a Fixed 1997 Fare;

'Information' means any information or documents which the Director in his absolute discretion considers necessary and may include market or other information or documents on a route by route basis for Short Sea Routes served by any of the

New UKBrochurePrice(attimet) = $\sum_{i=1}^{n} P_{i}^{i} * W_{i}^{base}$

where: P₁^c = each of the Published Fares for a particular Basket which is or will be published in a UK Brochure produced by or on behalf of P&O Holdings at time t;

W base =	the weights used to calculate the Base Price
t = 0	the day on which the undertakings in clause 1 hereto applied. or
	any later day from which they applied pursuant to clause 6 above:
n =	number of Published Fares in the relevant Basket;

and in all subsequent years during which the undertakings in clause 1 hereto apply or re-apply (ie. where $t \ge 1$):

New UKBrochurePrice(attimet) =
$$\sum_{i=1}^{n} P_{i}^{t} * W_{i}^{t-1}$$

where: $P_i^t =$ each of the Published Fares for a particular Basket which is or will be published in a UK Brochure produced by or on behalf of P&O Holdings at time t;

and where:

$$W_{i}^{t-1} = \frac{R_{i}^{t-1}}{\sum_{i=1}^{n} R_{i}^{t-1}}$$

where: $R_i^t =$

revenue from Published Fare i in year t and where 'year t' is the twelve months between t and t^{+1} ;

t = 0 the day on which the undertakings in clause 1 hereto applied, or
 any later day from which they applied pursuant to clause 6 above;
 n = number of Published Fares in the relevant Basket;

any Foot Passenger by any one of the Companies on the Short Sea Routes and such identifiable prices must be or have been published in a UK Brochure, and the meaning of a Published Fare may be illustrated as follows: any Car Basket for return fares, for example, would be likely to include Published Fares for two levels of car occupancy (car +driver -one passenger and car+driver + up to eight passengers), two ticket types (5 day return and standard return) and four ticket categories (peak season (band B), high season (band C), mid season (band D) and low season (band E)) such that:

2 * 2 * 4 = 16 Published Fares;

'the Relevant Market Share' exists on the final day of any continuous three calendar month period in which the Director finds that all of the following conditions have been fulfilled for the duration of that three calendar month period:

- (a) the aggregate market share of P&O Holdings and Eurotunnel of the market for Tourist Vehicles on the Short Sea Routes is at least 90%;
- (b) the market share of P&O Holdings of the market for Tourist Vehicles on the Short Sea Routes is at least 30%; and
- (c) there have been no short-lived circumstances, such as but not limited to the refitting of sea-going Vessels or *force majeure*, which have existed for a period equal to or less than two calendar months and which have led to the fulfilment of the market share figures given in sub-paragraphs (a) and (b) above in circumstances which do not reflect a sustainable change in the structure of the relevant market;

'Revenue Adjustment Figure' means either:

(a) the figures calculated on a route by route basis for single ('RAF1') and return
 ('RAF2') tickets and listed in Schedules 1 and 3 hereto representing the agreed

House, Park Street, Ashford, Kent TN24 8EX:

Tourist Vehicles' means any driver and passengers accompanying any vehicle listed on a UK Driving Licence within categories A. A1, B. B1, C, D, D1, B+E, C.-E (total weight less than 8.250 kg), D+E, D1+E or P.

[•]UK Brochure' means a brochure or equivalent marketing material being produced by or on behalf of P&O Holdings, published in the UK, containing Published Fares and making offers for services to the public and those Published Fares must be or have been available for booking by the public during a continuous period of at least three months:

^{*}UK Driving Licence' means a current standard UK driving licence (European Communities model), an example of which is contained in Schedule 6 hereto and should a standard UK driving licence following execution of these undertakings be amended by law, then the Director shall select the relevant categories of vehicles which are to be used to interpret these undertakings.

FOR AND ON BEHALF OF STENA LINE (UK) LIMITED

Director

Director/Secretary

Date.....

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FOR AND ON BEHALF OF P&O DOVER (HOLDINGS) LIMITED

Date.....

Director

Director/Secretary

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(clause 7)

Old 1997 UK Brochure Prices

1. OLD 1997 UK BROCHURE PRICES FOR DOVER-CALAIS

Single

No	Basket	average weighted fare	Revenue Adjustment Figure	Old 1997 UK Brochure Price
1	Car Basket	£91.81	1.2	£110.17
2	Bike Basket	£47.66	1.2	£57.19
3	Car Trailer Basket	£32.45	1.0	£32.45

Return (all types)

No	Basket	average weighted fare	Revenue Adjustment Figure	Old 1997 UK Brochure Price
1	Car Basket	£142.99	1.2	£171.59
2	Bike Basket	£63.66	1.2	£76.39
3	Car Trailer Basket	£49.90	1.0	£49.90

2.OLD 1997 UK BROCHURE PRICES FOR NEWHAVEN-DIEPPE

Single						
No	Basket	average weighted fare	Revenue Adjustment Figure	Old 1997 UK Brochure Price		
1	Car Basket	£100.16	1.2	£120.19		
2	Bike Basket	£48.77	1.2	£58.52		
3	Car Trailer Basket	£34.71	1.0	£34.71		

Return Tickets (all types) - Car Basket

Old 1997 UK Brochure Price = average weighted fare * RAF2

where RAF2 = Revenue Adjustment Figure for return fickets; and

averageweighted fare =
$$\sum_{i=1}^{n} P_{i} = W_{i}$$

- where Pi = the Arithmetic Mean of each of the Published Fares for return journeys for those persons and vehicles travelling within a Car Basket which have been published in a UK Brochure produced by or on behalf of the Companies each such Published Fare having prevailed during the twelve months to 1 December 1997 (eg a five day return in low season for a Car, driver and a Passenger)
 - Wi= the weight attached to each such Published Fare;

and the weights equate to the proportion of revenue accounted for by each such Published Fare ie:

$$W_i = \frac{P_i * Q_i}{\sum_{i=1}^{n} P_i * Q_i}$$

where Qi = the volume of sales during the twelve months to 1 December 1997 for each Published Fare i and where:

$$\sum W_i = 1$$

Each of the above two examples applies to each of the Bike Basket and Car Trailer Basket mutatis mutandis.

(clause 7)

Old UK Brochure Price

1. FORMULAE TO CALCULATE THE BASE PRICES FOR EACH ROUTE

Single Tickets - Car Basket

The Old UK Brochure Price is:

 $OldUKBrochurePrice = \sum_{i=1}^{n} P_{i} * W_{i}$

where Pi = each of the Published Fares for single journeys for those persons and vehicles at Administry install the new travelling within a Car Basket or the Arithmetic Mean thereof which has been published in a UK Brochure produced by or on behalf of P&O Holdings each such Published Fare having prevailed during Base Period (eg a single in low season for a Car, driver and one Passenger)

Wi= the weight attached to each such Published Fare;

and the weights equate to the proportion of revenue accounted for by each such Published Fare ie:

$$W_{i} = \frac{P_{i} * Q_{i}}{\sum_{i=1}^{n} P_{i} * Q_{i}}$$

where $Q_i = -$ the volume of sales during the Base Period for such Published Fare i and where:

$$\sum W_i = 1$$

Return Tickets (all types) - Car Basket

The Old UK Brochure Price is:

$$OldUKBrochurePrice = \sum_{i=1}^{n} P_{i} * W_{i}$$

(clause 7)

Fixed 1997 Fares

The Revenue Adjustment Figure ('RAF') applies to all fares listed below other than:

- (a) Foot Passenger fares for children aged under 14 years; and
- (b) Coach Trailer fares.

Single Tickets

Fixed 1997 Fare = each fare listed below * RAF1

Return Tickets (all types)

Fixed 1997 Fare = each fare listed below * RAF2

where: RAF2 = Revenue Adjustment Figure for return tickets = 1.2 for adult foot passengers, 1.0 for child foot passengers, and 1.4 for coaches.

FOOT PASSENGERS

Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over for Dover-Calais and for Newhaven-Dieppe on any Vessel other than a high-speed craft for any day in the year

Туре	single	5 day return	standard return
Adult	£24.00	£24.00	£48.00
Child (aged 4 years and under 14 years)	£12.00	£12.00	£24.00
Child (aged under 4 years)	FREE	FREE	FREE

Туре	Standard 1 Apr-30 Sep	Economy 1 Apr-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar
Over 120 hours excursion return				
Adult	£24.00	£19.00	£19.00	£14.00
Child (aged 4 years and under 14 years)	£17.00	£12.00	£15.00	£10.00
Child (aged under 4 years)	FREE	FREE	FREE	FREE

Foot Passengers travelling in groups of ten or more adults aged fourteen years or over for Newhaven-Dieppe on a Vessel which is a high-speed craft for any day in the year

The above listed fares apply *mutatis mutandis* with a surcharge of £2.50 for each single ticket and with a surcharge of £5.00 for each return ticket. Children aged under 4 years travel free.

COACHES

There are seven different sorts of Coaches:

Minibus Small Coach Single/Semi(28) Single/Semi(38) Single/Semi (62) Double Deck Empty Coach a minibus up to 7 metres (maximum 21 passengers including driver) a small coach up to 10 metres (maximum 28 passengers including driver) a single/semi deck coach (maximum 28 passengers including driver) a single/semi deck coach (maximum 38 passengers including driver) a single/semi deck coach (maximum 62 passengers including driver) a double deck coach any of the above (other than a Minibus) carrying a maximum of 3 drivers

or couriers

	Туре	Standard 1 Apr-30 Sep	Economy 1 Apr-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar	
	120 hours excursion return					
	Minibus	£210.00	£160.00	£150.00	£100.00	
	Small Coach	£450.00	£350.00	£400.00	£300.00].
· · · ·	Single/Semi (28)	£480.00	£380.00	£420.00	£320.00	
	Single/Semi (38)	£570.00	£470.00	£440.00	£340.00	
	Single/Semi (62)	£660.00	£560.00	£530.00	£430.00	
	Double Deck	£750.00	£650.00	£620.00	£520.00	
	Over 120 hours excursion return					
	Minibus	£280.00	£230.00	£220.00	£170.00]
	Small Coach	£540.00	£440.00	£450.00	£350.00	
	Single/Semi (28)	£580.00	£480.00	£480.00	£380.00	
	Single/Semi (38)	£650.00	£550.00	£510.00	£410.00]
n go e New Area	Single/Semi	£740.00	£640.00	£600.00	£500.00	
	Double Deck	£840.00	£740.00	£690.00	£590.00	

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(clause 7)

Fixed Fares

FOOT PASSENGERS

Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over for Dover-Calais and for Newhaven-Dieppe on any Vessel other than a high-speed craft for any day in the year

Туре	single	5 day return	standard return
Adult			
Child (aged 4 years and under 14 years)			
Child (aged under 4 years)			

Foot Passengers travelling in groups of ten or more adults aged fourteen years or over for Dover-Calais and for Newhaven-Dieppe on any Vessel other than a high-speed craft for any day in the year

Туре	Standard 1 Apr-30 Sep	Есопоту 1 Арг-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar
Single				
Adult				
Child (aged 4 years and under 14 years)		in the second state of the second		
Child (aged under 4 years)				

COACHES

There are seven different sorts of Coaches:

Minibus Small Coach Single/Semi(28) Single/Semi(38) Single/Semi (62) Double Deck Empty Coach a minibus up to 7 metres (maximum 21 passengers including driver) a small coach up to 10 metres (maximum 28 passengers including driver) a single/semi deck coach (maximum 28 passengers including driver) a single/semi deck coach (maximum 38 passengers including driver) a single/semi deck coach (maximum 62 passengers including driver) a double deck coach any of the above (other than a Minibus) carrying a maximum of 3 drivers or couriers

Туре	Standard 1 Apr-30 Sep	Economy 1 Apr-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar	
Single]
Minibus	Aller 1. 14 1. 4. 603 (martin finds free light 1. 1000 and	a star an			
Small Coach					
Single/Semi (28)					
Single/Semi (38)					
Single/Semi (62)					1
Double Deck					
Empty Coach					1

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	Туре	Standard 1 Apr-30 Sep	Economy 1 Apr-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar
	Over 120 hours excursion return			•	
	Minibus				
·· · · ·	Small Coach		· · ·	an a bar a	
	Single/Semi (28)				
	Single/Semi (38)				
	Single/Semi (62)				
FUS	Double Deck	e de la construction de la constru La construction de la construction d	ા શેવી છેવે. આ ગામમાં આ ગામમાં મુખ્યત્વે આવે છે. આ ગ	en fri ski uraven pour Saatu pugitu pu	na ann an Staine an S

COACH TRAILERS

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Туре	Standard 1 Apr-30 Sep	Economy 1 Apr-30 Sep	Standard 1 Oct-31 Mar	Economy 1 Oct-31 Mar
Single				
Up to 3 metres				
Over 3 metres				
Return (all types)				
Up to 3 metres				
Over 3 metres				

(clause 7)

Standard Terms and Conditions

Contents

- 1 The first and second pages which follow are the standard terms and conditions which apply to Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over.
- 2 The third page which follows is the additional standard terms and conditions which apply, in addition to those set out in the first and second pages which follow, to all categories of Published Fare which comprise a Fixed Fare other than Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over.

Additional Conditions

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The following conditions apply to all fares for Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over and are considered as part of the standard terms and conditions:

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Foot Passenger Bus Services

Dov er	Arrivals	Buses leave Dover Port for the Dover Priory Railway Station every time a ship arrives from Calais between 07.00-21.00. The bus returns to the Port via the Russell Street Ticket Office.
	Departures	There is normally a courtesy bus service operating between Dover Priory Railway Station via Russell Street Ticket Office during the day, however, times are variable and this service does not operate in the evenings or through the night.
Calais	Arrivals	Buses leave Calais Port to the town centre (Place d'Armes) and the central railway station every time a ship arrives from Dover between 05.30 and 21.15.
	Departur es	A bus departs from the town centre (Place d'Armes) via the central railway station to Calais Port at 05.45 and then regularly between 06.35 and 21.25.

2 The following conditions apply to all fares other than for Foot Passengers travelling alone or in groups of less than ten adults aged fourteen years or over and are considered as part of the standard terms and conditions:

These ferms of Business sophy to your contract with us. We believe that they are fair and clear. PLEASE READ THEN CAREFULLY.

1. Yeur Contract with Us

FROM

- (1) Your contract is with PEO Stena Line Ltd. Reference to wer, fust and four are to PEO Stena Line Ltd., including our employees and agents to whom these Terms of Business also apply.
- (ii) Your contract with us will take effect from the time that we confirm your beaking with us by way of your booking reference.
- (iii) By making a booking with us, you accept that these Terms of Business apply both to you and to all persons an whose behalf your booking is also made and you thereby confirm that you have the
- are a minimum of such persons to do so on their behalf.
 - (iv) Your contract with us is governed by these Terms of Eusiness, together with any legislation compulsorily anoticable, Including the Athens Convention (which soplies to carriage by sea).
 - (v) These ferres of Business apply to all basisings rade with us, including bookings for package holidays.
 - (vi) Travel by road or rail is subject to any relevant terms and conditions of the particular carrier concerned and to applicable International convertions. Further details can be obtained on revest.
 - (vil) All products and services described in our brechurge (which are always subject to availability at the time
 - of booking) are offered subject to our right to vary them if necessary. We reserve the right to alter prices and departure dates/times and to provide a different form for any particular sailing where circumstances make this necessary.
 - (riii) £ sterling prices are applicable only for bookings mude in the United Kingdom and fereigs currency prices for beskings made elsewhere are shown in separate publications.
 - (In) Vehicles and traiters/carevons in excess of 1.83m high must be declared at the time of booking. Tourist fares apply to vehicles up to 6.5m lane. The length is calculated according to the manufacturer's specification, adjusted for any modification or attachments.

Vehicles longer than 4.5m will be charged at the appropriate additional metre rate. Any vehicles carrying commercial goods, or any vehicle constructed for the carnage of commercial goods over 6m long and/or 1.83m high are excluded from counst fores, for prices and information, please telephone our freight Office.

- (2) & broking with 10 more presengers (including drivers and children of any age) must be made for a Group and are subject to special conditions relating to such bookings, copies of which are available on mauest.
- (xi) Children under the sale of 6 may travel free of charge but must be included as passengers when you make your posting. Orildren under 14 must be accompanied by a responsible adult, whilst children of 14-17 may travel unaccompanied only with written authority from a parent or guardian to do so.
- (aii) If. efter we have confirmed your booking, you subsequently travel with enother carrier, or if you travel with us on a booking originally made with another carries, these forms of Business will apply.
- (zith) Your contract with us is governed by English law and the English courts shall have non-exclusive jurisdiction ever any dispute with us.
- (siv) In order to maintain our high standards of service and to assist with staff training, talephone calls are monitored and may be recorded as specified by Oftel

2. PATHENT

When your booking is made, you must pay in full any applicable deposit and insurance premium. After your booking has been confirmed, you must bay the balance due by no later than 56 days before the date of departure. For bookings made less than 56 days before the date of departure, full payment must be made immediately. Payment may be made in cash. By major credit card or payment card, or by personal cheque if supported by a valid cheque duarantee card. If any payment is not made by the due date, we will be entitled to cancel your booking without notice to you.

- 1. CANCELLATION
- You may cancel a booking (by telephone or in writing) without charge and with a full refund of all money you have paid to us, at any time up to \$ warking days from the time the booking is confirmed.
- (ii) If you wish to cancel later than the time specifiest above, any refund to which you are entitled will be subject to a deduction for cancellation charges as follows: (a) for a rail besides - £10 (b) for a booking including a vehicle concelled less

than 56 days before the boolest salling - C30 (iii) Any application by you for a refund (less any relevant

- cancellation change) must be made in writing as the office which confirmed your booking within & months of the anying of the validity of the tichet, seless otherwise stated tickets are valid for 12 memors from the date of lesue.
- (iv) In an circumstances can we make a refund in respace of (a) cancellation of pre-boolund train reservations (b) cancellations made on or after the intended Jeasture date

(c) vinuted pertians of tictuit (d) amendments made within 26 hours of the backed satting

- There are no concellation charges in respect of (7) beakings which include Club Lounas.
- (vi) He refunds can be made in respect of last or staten richets, but an proof of purchase, we will supply replacement lictures.
- (vii) from time to time, our sallings are affected by weather conditions, part clasures, safety and othe operational requirements and other reasons outside our control. Where your departure is delayed as a result, we will endeavour to keep you fully informed. TRAVEL
- Tickers are unlid only for the departure dates and **(i)** times shown on them unless otherwise atpressly stated
- (II) Cross tariff/cross route return bookings are charged at half the sum of the two apprepriate return faces.
- (iii) 3 day returns are valid for 120 hours counted from the schedulad arrival time at the destination port. The return sailing must be made before or on the first sailing after the completion of 120 hours.
- (iv) Trailers and carevens included on only one log of a return beaking will be charged the appropriate sincle fam.
- (v) Day the pickets are valid only when outward and return travel take place on the same calendar day.
- (vi) If you travel on a ticket surchased at a price low then that property chargeable, we will be entitled to ask you for a payment of a surcharge prior to Machine Con
- (vil) If. at your request, you travel on a lawer-priced sailing than the one you have booked, we will not issue a refund.
- (viii) If you surchase an open return ticket, it must be used for the return journey within 12 months of the

outward journey or (if less) the period specified in the ticket. Your travel on the return journey will be subject to space being available and to payment of any applicable susplament er surcharge.

- (12) It is your responsibility to check-in by the time specified. If you arrive later than this, you may not be allowed to board and while we will make every effort to arrange for you to travel on a later sailing. we reserve the right to make a surcharge in these circumstances.
- (z) A full 10 year passport valid beyond the date of return is required for all trips. It is your responsibility to ensure that you have all decumentation needed to comply with the requirements of famigration, customs, health and other relarant regulations. We resorve the right to sheck such documentation and to refuse you permission to board if such documentation renot produced to our satisfaction. You will be required to mimburse us in full for any fines. repatriation or other removal casts, detention costs and all related expenses which we may bear or incur by reason of your failure to produce such socumentation to the relevant authorities.
- (sl) for legal requirements and general information about driving abread, please contact your motoring organisation.
- (sii) For information and service on heath motters while travelling abroad, the Department of Health leaflat "Health Advice for Travellers" is available from Post
- Offices, Alternatively call 0800 555 777 or write ter Health Publications Unit, No 2 Suite, Manchester Road, Heywood, Lancs OL10 2PZ, Cover provided under national schemes is not always comprehensive and you are strengty advises to take personal insurance cover
- (ziii) It is assential that you make all necessary quarantine amangements and that reservations for animals are made in advence. In some cases freight caniffs may be payable.
- S. SAFETY AND SECURITY
- (i) You must pay attention to and comply with all regulations and notices relating to the safety and security of our ship, her crew and passangers. For these masons, you must be prepared to allow an requise a search of your person, vehicle or luggage by any authorised person and to answer any questions. If you do not agree to any such request. you may not be allowed to beard the chies in that event, we will taking your money out we shall schemise have no other liability to you
- You must at all times respect the health, comfort (ii) and rafety of all other torres on beard and you must comply with any reasonable request made by one of our crew. If you do not do so, we will be entried to ask you to leave the ship at the first evailable opportunity and, in appropriate circumstances, to refuse to allow you to make a return journey with us: in that ovens, we will refund you the face paid to us for the recard journey only but we shall achemise have no tiability to you.
- (iii) Unless we give you prior written permission (which shall always be at our sole discretion), you may not bring with you any firesims or other respons of any neture, or substances of an explosive or regardous nature. You may carry inflammable substances only in limited quantities and in accordance with our instructions and permission.
- (iv) Access to the vehicle sect is forbidden suring the crossing. It is cherefore important that you take everything you need on the passenger decks with you - especially your car keys, tickets and DASSOUTH.
- (v) Lock your car and leave in gear with the handbreak on. Cars powered by LPG should have cants switched

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CONDITIONS OF GROUP TRAVEL

These serves and coorditions apply to all group bookings accepted by or on behalf of P&O Stena Line Lineted. 1.01 1 02 In these Conditions: "Group Bookleg" means a bookleg for a contract for the carriage on the same crossing by ferry of a group of 10 or more passengers (8) (or such other minimum number as the Company shall from une to time advertise as qualifying for discounted group fares). 'Company' is relation to a Group Booking means PAO Stream Line: (6) (c) "Operator" is relation to a Group Booking means the party who places it for and on behalf of any passenger and who discharges the obligations to any passenger included or latended to be included in such Group Buoling. Vchicle' means the volucie (if any) to be carried by the Company pursuant to a Group Bookieg. (1) "Group Passenger(s) means a person included or internated to be included in a Group Booking, including any employees or second of (0) the Operator: "the Company's Terms of Business' means the Company's terms and southlous for the carriage of passengers and any accompanying 'n which and property as survey from time to time and any additional terms and conditions contained to any printed material published by the Company from time to time. These Conditions shall continue to apply to a Group Booking potentitutanding any reduction in the number of passengers actually carried from the 1.03 sumber originally included in the Group Booking. Nature of Contracts 2 01 The Operator acts as agains for each Group passenger and as principal in all other respects and confirms that it is duly authorised to enter into the Group Booking with the Company. 2.02 The Operator undertaken to be responsible (or the payment of all moneys due from time to the Company by Oroup Passengers. The Operator has an authority to had the Company without aspress written puttienion is any apparate agreement between the Operator and the 2.03 Company whereby the Operator is specifically authorized to an on behalf of the Company including issuing tickets. Booking Arrangements 3.01 As an overriding condition the parties attnowledge that no booking stade by the Operator shall give rise to any kehillary on the Company's part until the Company has advertised generally in schedules covering the period during which the Operator withes such booking to be discharged. All such bookings shall be conditional upon formal writes acceptance by the Campany after publication of the anid schedules. When's booking is second by the company it shall include the sumber of passengers as signified by the operator shall know the Company fully and promptly informed of any possible reductions or increases and to assist the Company to plan passenger complements on sailings. to maximise income and to comply with all legal requirements. The operator may without cast reduce the sumber of Group Passengers is a Group Booking to the minimum referred to is Condition 1.02(a) at any time prior to 21 days before sevel. Within 21 days of ravel, the Operator may with the specific conserts of the Company otherwise reduce or increase such sustants but may incur cascalization charges in lines with paragraph 1.05 should passenger sumbers reduce. In the event that any cable sumpers are indicated by the Company they are provided as an indication of early planning and no reliance should be 3.03 placed upon them or representation or promotions much in respect of them by the Operator. 104 The company reserves the right to cancel any booking where fisal autobars have not bree confirmed within 21 days of travel. 105 If the Operator shalk cancel a Group Booking Joss date 21 days prior to sailing: or (4) (1) reduce the outpoor of Group Pauengers is a Group Booking less this 15 days prior to the date of sailing. it shall pay cancellation charges to the Company as follows: 21 days or more prior to departure No charge (3) (1) 20 days or less prior to departure (14 days or less for reduction) 50% No poplication 1 75% (c) A Group Benting cascellation charge shall be calculated by reference to the sumber of Group Passengers contained in the Group Booking at the date of concellation. 3.06 Probookad means shut be paid for before travel. Probookad musis cascelled less than 48 hours before the scheduled miling time will not be refunded. Usused meal wouchers are son-refundable. Where deposits are indicated as a requirement they will be non-refundable and non-transformble. Where the required deposit is in excess of the full value of the booking, the level of deposit will be reduced to the value of the booking and will 107 size be non-refundable and non-enasterable. Promotional and published tarm of fixed duration (other than Standards returns) only apply if the number of persongers reveiling are the same on 3.08 both journeys. Where peneager sumbers differ the Standard Rorars fare will apply at all times. Cross route, cross season and cross year bookings will be charged at half the sum of the two appropriate return farce, save that the tariff type 1.09 applicable to the outward journey will detormise the total fare. The maximum length for musbus rules in 7m with up to 21 passengers including the Driver. The maximum length for small coach rates in 10m 3.10 with up to 28 passengers including the Driver. Free places are allocated as follows: 1 place for 16 or more fare paying passengues, 2 for 53 or more and 3 for 106 or more. 3.14 All contracts between the Company and the Operator and between the Company and a Group Passenger are on the Larms of the Company's Torms 3.12 of Business which are deamed to be included hereis and receipt of a copy of which is schooviedged by the Operator. Supporter Groups 4.01 PLO Stean Lise Ltd require, at the time of booking, a 1500 'Good Behaviour' deposit per conch. This must be in the form of cash or a bankers draft and is refundable - provided so 'locidents' occur whits in part or oshoard this. ANY attributable includes will result in the deposition being (orteacel. 4.02 A complete list of games, addresses and passon surgiers of all passengers in the group must be supplied at least one week in advance of stavel. 4.03 No scarves/baggers of flags to be visible on the coach. 4.04 No electrol on the coach, myone appearing to be suffering from the efforts of encars siconol will be refused shiptment. Each coach mant have nominated Stewards. Names to be submitted when booking, 4.05 4.06 The carriage of supporter groups will be charged at full brochure-pricer on all occasions. 4.07 All reservations MUST be applied for it writing s. Youth Group

Youh and Child party organisers are required to appoint Group Lenders to be responsible for the supervision of their party at it inst. Group Lenders are requested to note that children under 17 years are not allowed to purchase cigarettes, tobacco, winte or spirits, even in gifts, and persons under 18 years are not allowed alcoholde delate from the bar. Natural exubcrance from children is to be expected but the dampers of unruly and footish behaviour whilst on beard should be explained to your party prior to bearding. We also request that the comfort of, and courtery 10, other patternates is respected at all times.

January 1976

(clause 7)

Standard UK driving licence (European Communities Model)

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Adams and Barrison

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Changes to your NAME and ADDRESS

 Have you changed; your little, your name or your permanent address?

If you have, you must put the new details in the spaces provided opposite Please use BLACK INK and CAPITAL LETTERS.

 Your new address must be your permanent one in England, Scolland or Wales.

 A tree replacement licence will be sent to you. You may drive while you are waiting for it as long as the licence is still in force

You must tell DVLA at once of any changes. If you do not you could be fined £1,000.

Changes to your HEALTH

you have a medical condition which has become worse since is licence was issued or you develop any new medical indition, you must write and inform the Drivers Medical Group VLA, Swansee, SA99 1TU, of the nature of your condition, as it ay affect your litness to drive.

alure to do so is a criminal offence punishable by a fine of up +£1.000.

or further information piecese refer to leaflet D100 which is vallable at Post Offices.

New address	÷		
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After completing t	the changes,	and signing above	e, send the
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HOLELIGS

MINIMUM

Date

1 Licence CATEGORIES and Minimum AGES : ディンシャオ H4. CODE definitions

hase notes are intended only as a general guide. For precise information 77 bout categories and minimum ages, please refer to the enclosed leaflet 7 IS57, or leaflet D100 obtainable from Post Offices. · . 1- . . .

scepting B1, all weights quoted relate to maximum authorised mass. --

- Light motorcycles with a cubic capacity not exceeding 120pp4 and of a power not exceeding 11kW. AT 18. 7
- Motorcycles, with or without sidecar, 111-0
- 11 Motor tricycles/quedricydles up to \$50kg (miedel)
- Molor cars or light wars with up to 8 passenger, sade and 10 kg 3500kg with a light trailer.
- Small passanger-canying vehicles with 0 to 16 plasenger each [10] 34
- with a trailer up to 750kg. (1) a trailer of the state
- Stor part in some start in the other I started to 750kg. I+E Motor cars or light vans with up to 8 passenger sests and up to
- 3500kg with a heavy trailer. The second start (1) to the :1+E Vehicles between 3500kg and 7500kg with a trailer over 750kg 3 combined weight not more than 12000kg.
- :+E Vehicles over 3500kg with a trailer over 750kg
- 11+E Small passenger-carrying vehicles with 9 to 16 passenger basis with a trailer over 750kg. Combined weight not more than 12000kg.
-)+E Any bus with more than 8 passenger seats with a trailer over,750kg.

Calegoly B' tout throws and also entitled to arrive category D1 sminibuses with up to 16 passanger easts) a second contraction vetional Categories (Minimum ages in brackets) As a volunteer on behalf of a non-commercial body until the age of 70 when a special renewal - Agricultural tractors (17, + note) G - Road rollers (21): H + Tracked valicles (21).] The application becomes necessary. Full rientities are provided in the driver icensing information leaflet INS57 (- Mowing inactions or vehicle controlled by a pedestrian (16) . P - Mopade (16)

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DRIVING LICENCE				
Permiso de Conducción Korekort				
Führerschein				
Άδεια Οδήγησης				
Ajokortti				
Permis de Conduire				
Ceadunas Tiomána				
Patente di guida Rijbewljs				
Carta de Condução				
Korkort				
EUROPEAN COMMUNITIES				

UNITED KINGDOM

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1.1.1 IMPORTANT

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Please check the details shown on your icence. the details are correct, sign it and keep it safe. If anything is wrong, please send it back to DVLA, Swanses, SA99 1BN with a letter telling us about th mistakes, 4-11-21-Hease need and know safely the anclosed informatic "Driver Licensing Information". a note of your tinver number (at (6) of t so that you can quote this if you hav Sustainer Enquiries Unit at DVLA." 151 Yor Dr.Ming Licence enquiries. 134 for Vehicle enquines. <u>eob:</u> = : ÷. • 787 for Driving Licence enquiries. 158 for Vehicle enquiries ۰.

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	Special condition's for, MOTORCYCLISTS	to contact the C
N.	0, 16kW/hg:, for two years (not counting any periods of dequalification) after obtaining the full standard category 24 👫	Tel: 01792-172
	A licence. After two years any size of motorcycles may be ridden	Minicom users
	boarce holders do have such entitlement providing they comply with the Construction and Use Regulations.	Tel: 01792-782
		01792-7827
	PROVISIONAL LICENCE conditions/restrictions - place refer to insst	

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except for extornetics

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111 Imiled to 16 passenger seats

*113 limited to 16 passenger easis

108 subject to min. age requirements

