



**HARBOURS (ADMINISTRATION) (JERSEY) LAW 1961, AS AMENDED
HARBOURS (JERSEY) REGULATIONS 1962, AS AMENDED**

**PERMIT FOR COMBINED RORO FREIGHT PASSENGER AND PRIVATE VEHICLE CAR
FERRY SERVICES (THE "PERMIT")**

This Permit is issued to Condor Limited (the "**Operator**") in accordance with the Direction of the Minister for Economic Development regarding designated Shipping Services dated 15 July 2014.

The Permit shall be valid from [15 August 2014] until [14 August 2021].

CONDITIONS ATTACHED TO THE PERMIT FOR COMBINED PASSENGER AND PRIVATE VEHICLE CAR FERRY SERVICES ('CAR FERRY PERMIT') ISSUED TO:

CONDOR LIMITED

For the purposes of this Permit, the following terms shall have the following meanings:

"Agreement" means the operating agreement dated [15 August] 2014 entered into between the Operator and the Jersey Harbour Master

"Northern Route" means Channel Islands to/from any or all Ports on the South Coast of England including but not limited to Portsmouth, Poole and Weymouth.

"Prudent Operator" means a prudent and competent operator of services similar to the services to be provided under this Permit, acting reasonably in good faith

"Southern Route" means Channel Islands to/from St Malo or any other Port agreed under the terms of the Operating Agreement.

1. In accordance with regulation 5 of the Harbours (Jersey) Regulations 1962, as amended (the "**Harbour Regulations**"), the Harbour Master hereby authorises the Operator to operate a combined freight, passenger and private vehicle ferry service on the Northern Route and the Southern Route, subject to its vessels maintaining a valid High Speed Craft 'Permit To Operate' or 'Passenger Ship Certificate' (as appropriate) issued by Flag State and meeting all international maritime safety and certification requirements, Port State and Jersey Harbour inspection, compliance and the requirements for safe use of the Harbour ramps.
2. The Operator may use alternative ports to those stated in this Permit in the event of an emergency, but only for the period of the emergency.
3. The Operator shall notify the Harbour Master of any variation in service, and any action being taken to resolve such variation, in accordance with the terms of the Agreement.
4. The Operator will ensure that its published fare pricing policy does not discriminate on the basis of origin of customer booking.

5. The Operator will maintain and publish a quarterly record of vessel performance against schedules.
6. The Operator shall maintain published information, in the form of a Customer Charter, or some other format, on the terms and conditions of carriage covering details of operational provisions for passengers (the "**Charter**"). The Charter shall incorporate, as a minimum, the requirements of EU Regulation 1177/2010 (rights of passengers when travelling by sea etc.), that came into force on 18 December 2012 (the "**Regulation**"). The Operator is legally bound by the Regulation for services that arrive in or depart from the UK or France. Additionally, as a condition of this Permit, the Operator will maintain full compliance with the Regulation on all inter-Island routes as though, for this purpose, the Channel Islands formed part of the European Union.
7. The Operator shall seek to observe the normal operating hours for passenger vessels in the port of St Helier [06:00-23:00 hours] and shall pay any additional charges associated with vessel operations outside this time.
8. Prior to the publication of the timetables, customers will be able to reserve space on a passage on the nearest equivalent date and time, based on expected schedules (this is known as pre-registration). Alternatively, the Company will maintain a rolling annual timetable so that at all times customers will be able to reserve space on a passage up to a year in advance.
9. Any proposed increase in maximum public fare levels shall be dealt with in accordance with the terms of the Agreement.
10. The Operator shall accurately declare to the Harbour Master all landings in the form required including manifest within 7 days of any landing, and pay all Harbour dues in accordance with the Jersey Harbours' Terms of Credit.
11. The Operator shall effect and maintain with a reputable insurance company a policy of insurance which provides a minimum £25 million level of cover in respect of those risks which a Prudent Operator would in the usual course seek to insure against in connection with its provision of the services to which this Permit relates, including but not limited to environmental risks (including oil pollution, wreck removal and spillage risks) that would reasonable be associated with the provision of ferry services.
12. This Permit may be cancelled in the event of the Operator:
 - i. declaring itself (or being declared) 'en désastre'

- ii. committing any act of bankruptcy or act indicative of insolvency
- iii. making any arrangement or composition with its creditors
- iv. entering into liquidation (whether compulsory or voluntary) save and except for the purpose of reconstruction, amalgamation, or other similar purposes not involving a realisation of assets.

13. This Permit is issued in accordance with the Harbour Regulations. It is issued subject to the policy of the States and may be revoked at any time if, before its expiry, it is replaced by a new Permit issued in the light of a change in that policy.

14. Under Regulation 5(8) of the Harbour Regulations, the Harbour Master may at any time amend the terms and conditions of this Permit or suspend or revoke this Permit. In doing so he will give the Operator reasons in writing and notice of its right to appeal.

FOOTNOTES

This Permit does not guarantee the availability of facilities and is without prejudice to any other power exercisable by the Minister, the Harbour Master or authorised representative and any harbour or maritime legislation in force. For the avoidance of doubt, no liability is accepted in respect of any delay howsoever arising from the availability / use of the above ramp.

Pursuant to the Harbour Regulations and subject to the Agreement, the Harbour Master reserves the right to vary the above conditions at any time and without notice and also to suspend or revoke this Permit at any time and without notice. Reasons for this will be given in writing together with notice of the right to appeal.

Doug Bannister
Group Chief Executive Officer/Harbour Master
15 August 2014