

## CONDITIONS OF CARRIAGE

- 1) A contract of carriage is hereby made between the passenger and M.H. Bland & Co. Ltd. ("**the Company**") immediately on acceptance by the passenger or his duly authorised agent of the passenger ticket. The Company undertakes only to use its best endeavours to carry the passenger with reasonable despatch, and in particular in the event of bad weather, mechanical or electrical failure the Company reserves the right not to operate and to refund the value of the ticket or portion of the ticket for the uncompleted journey without being under any further obligation to the passenger. The Company is under no obligation to return passengers to the base station.
- 2) The passenger ticket constitutes *prima facie* evidence of the contract of carriage between the Company and the passenger. The passenger is bound to retain the ticket throughout the journey and must, when required, produce it to any authorised official of the Company. Journey tickets must be surrendered at the end of the journey. A passenger ticket is non-transferable.
- 3) A passenger ticket is valid for travel on the date of issue only and over the stages specified. The Company does not undertake to make any refunds in respect of lost or unused tickets.
- 4) The Company reserves the right to refuse to enter into a contract of carriage without giving any reasons. In every case the following are excluded from carriage, (subject to refund of any fare paid in respect of any stage of the journey not undertaken):-
  - a) Persons apparently under the influence of drink or drugs and those who conduct themselves in an improper manner or who disobey the instructions of an authorised official of the Company; and/ or
  - b) Persons who in the opinion of an authorised official of the Company would be a danger to themselves or to other passengers.
- 5) Passengers are forbidden to take with them on their journey any dangerous articles, and especially (without prejudice to the generality of the foregoing) any arms, explosives, and any articles which are easily ignited and any things which are offensive or foul smelling, and articles of a character likely in the opinion of the Company's authorised official to endanger or inconvenience passengers or others.
- 6) If a passenger conducts himself so as to endanger any person or property or obstructs the Company's employees in the performance of their duties or fails to comply with any reasonable instruction of the Company or any of its employees or behaves in a manner to which other passengers may reasonably object, the Company may take such measures as it deems necessary to prevent the continuation of such conduct, including restraint of the passenger.
- 7) Children between the ages of four and twelve years of age inclusive are carried at a reduced fare. Children under the age of four years are carried free of charge provided that they are accompanied by a fare paying adult. In consideration of being carried free of charge it is a condition of carriage that such children shall be bound by these conditions of carriage. No child may be carried on a journey unless accompanied by an adult. The Company is not responsible for the acts or omissions of passengers and adults accompanying children hereby undertake to assume full responsibility for the care and well being of such children at all times.
- 8) The maximum number of passengers allowed on a journey or part of a journey at any time is at the sole discretion of the Company. Subject thereto, passengers wishing to join the Cable Car may do so at any of the three stage points and may break their journey on through or return tickets.
- 9) The Company shall not be responsible for any loss or damage resulting from any delay. Furthermore, the Company shall not be responsible for any death, injury, loss or damage to any passenger or property of whatever nature or for any claim, proceedings, action, demand or suit howsoever arising other than as a result of death or personal injury directly attributed to, and arising from the negligence of the Company or any of its employees that arises or may arise out of, or in connection with, carriage hereunder and the passenger hereby agrees for himself, his personal representative(s) and dependant(s) to waive any and all rights of claim against the Company and its employees and hereby fully discharges the Company and its employees from any such claim, proceeding, action, demand or suit as aforesaid.
- 10) The Company shall have no liability in respect of any aid or assistance rendered by any of the Company's employees outside the acts concerned with the performance of the Company's obligations under this contract of carriage.
- 11) The Company shall not be responsible for any loss or damage to any property lost by the passenger during the journey or otherwise left on a cable car or in or around any of the premises of the Company howsoever arising.
- 12) Any lost property claimed by a passenger which at the time of the claim is in the possession of the Company or its employees may be returned by an official of the Company to any person who satisfies the Company official that he / she is the owner thereof and subject thereto the Company's responsibility in respect of the said property shall thereby end. If any property found by the Company or any of its employees appear to be of perishable or objectionable nature the Company may at its sole discretion destroy or dispose of the same at any time without any liability to pay compensation in respect thereof to the owner.
- 13) No servant, agent or representative of the Company has authority to alter, modify or waive any provision of this contract of carriage.
- 14) Passengers may only take with them on the journey their own personal hand luggage (including folding push-chairs and small prams when space permits) and under no circumstances will any other luggage, goods or animals be allowed in the cabins, the cable cars or any premises owned by the Company.
- 15) For reasons of safety and security, the Company may (at its sole discretion) request the passenger to permit a search to be made of his or her person and his or her baggage, and may search or have searched the passenger's baggage in his or her absence if the passenger is not available at the time when such safety or security checks are deemed necessary by the Company.
- 16) The passenger hereby accepts and acknowledges that it is highly likely that he or she will encounter Barbary Apes on the Upper Rock. The Company is not responsible and accepts no responsibility whatsoever for the control and/ or behaviour of the Barbary Apes and the passenger hereby voluntarily accepts any risk of loss, injury or damage which may be caused by the Barbary Apes.
- 17) These Conditions of Carriage shall be governed by and construed in accordance with, and subject to, the Laws of Gibraltar.

Authorised by: Chairman

Issued by: Commercial Manager

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