

Africa Morocco Link

Terms and Conditions

General: All passages, voyages and other services undertaken by the Company are subject to the terms and Conditions set out within this Transport Contract. And may be modified or amended by the Company at any time without notice. These Conditions can be viewed via our digital booking channels and are available upon request from any agent through whom a Reservation has been made:

Application and Acceptance of these Conditions: The Company enters into a Transport Contract with a Passenger which shall take effect from the time we confirm the reservation by way of a booking confirmation, and accepts to carry Passengers, their Luggage and Vehicles only upon and subject to these Conditions. Where Passengers, Luggage or Vehicles are carried under a Transport Contract made on their behalf by another Person, that Person shall be deemed to have the authority of the Passenger to contract and to have contracted with the Company under these Conditions. The provisions and limitations of the Convention relating to the Carriage of Passengers and their Luggage by Sea signed at Athens in 1974 as modified or re-enacted (the Athens Convention) and / or Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (the PLR), whichever is applicable are deemed to be incorporated into this Transport Contract. Where these Conditions are in conflict with the mandatory provision of law, regulation or convention which governs a Transport Contract or other contract of carriage the provisions of that law, regulation or convention shall prevail but only to the extent of such conflict. All other terms of these Conditions shall continue to prevail to the extent permitted by law. Where any applicable law, regulation or convention imposes or permits to be imposed any limits upon the liability of the Company these Conditions incorporate those limits. This Transport Contract shall apply to any Person who has made a Reservation with another Carrier and then travels with the Company as the performing Carrier. Subject always to the provisions of the Athens Convention, every right, exemption, limitation, Condition and liberty contained in these Conditions shall extend to protect every servant, agent, independent contractor or performing Carrier of the Company acting within the scope of his employment and the ship and every owner, charterer and operator of the ship. The Company acts as agent or trustee on behalf and for the benefit of all such Persons and they shall, for the purposes of these Conditions, be parties to any contract covered by these Conditions.

Reservations: According to the S.O.L.A.S. regulation and the EC Directive 98/41, it is now mandatory, for reasons of safety, to state the following information when making your reservation: Surname, Name (Initial), Gender, Date of birth, Nationality, Telephone number, e-mail address, Type of vehicle and Plate number. Passengers who are not residents or nationals of an EU member state are also required to provide additional information such as: Passport number and expiry date. Passengers requiring special care must notify their travel agent or the Company's main reservation offices.

Passengers' contact information: We advise passengers, upon purchasing their tickets, to provide the issuing agency with their telephone number, (preferably their mobile phone number) so that they are informed in case of delay, cancellation or suspension of the itineraries. In case those passengers do not wish to provide any contact information, the Company does not assume any liability since the passengers will not be informed in case of delay, cancellation or suspension of the itineraries. Tickets: The ticket is issued in the passenger's name and is strictly personal. It is not transferable and is valid only for the specific accommodation and the route it has been issued for. At check-in, all passengers must furnish proof of ticket ownership with either a valid identification card or passport. The Company will not be held liable in case a person-other than the person entitled to travel under the ticket- presents identification documents-corresponding to the passenger named on the ticket has travelled and/or has been reimbursed. The license plate number of the transported vehicle must match that which appears on the ticket.

Open Tickets: Open tickets are valid for one year of initial issuing date. Passengers with an open ticket must reserve their journey well in advance. Open Return fares are always calculated on the basis of the low season fare. In the event that a passenger travels in high season or during a period in which a new tariff is in force, then the difference between the current and the pre-paid fare has to be paid by the passenger. Open return tickets are refunded, if cancelled, as per below cancellation terms.

Cancellations–Refunds: Depending on the time of cancellation the following amounts are refunded (special offers excluded): Algeciras – Tanger Med route: 80% refund, for less than 24 hours prior to vessel's departure. The Company has no obligation to refund in case of cancellations made after the vessel's departure or if the passenger does not report at check-in. The Company has no obligation to refund in case of cancellations made after the vessel's departure or if the passenger does not report at check-in. Passengers have the right to turn their ticket to OPEN, up to 2 hours before vessel's departure, with validity for one year from the date of initial issuance. If this ticket is cancelled, the date of rebooking is considered as the date of cancellation and the refund is calculated in relation to the original travel date. In the event of a partial cancellation of a round trip of which one crossing has been completed, the passenger will be charged a one way fare and will be refunded as above for the balance of the round trip fare. In the event of a whole cancellation of a round trip, the passenger will be refunded as above (based on the time of cancellation). A request for refund must be made in writing and the refund may take place in a three month period after the last date of travel. Cancellations and refunds can only be settled through the Travel Agency, Premium Sales Agent or offices of the Company, where tickets were issued. Port Agencies may cancel a ticket once check-in has been finalized but cannot refund money.

Cost of Carriage: All fares offered by the Company shall only be available to the residents of the country in which they are offered and all bookings shall be confirmed on that basis alone. The fares of tickets purchased in other countries or onboard may differ due to fluctuations in the exchange rate. The rates for carriage include port taxes, but any Customs, excise or other duties and expenses shall be the responsibility of the Passenger, meals and beverages are not included. In the event of an increase in the general operational cost of providing the products and services described within the Company's brochures we reserve the right to make a surcharge at the time of booking. In addition a surcharge may be made after a booking has been confirmed and before the date of travel in the event of an increase in the general operational costs of providing the products and services booked. If there is any increase in fuel or other costs subsequent to the issue of the booking confirmation the Company reserves the right to increase the fare by such amount as is required to ensure the fare remains the same in the currency normally applied by the Company or after taking account of such increase, as the case may be.

Group Requests: Group fares are subject to special arrangements with the Company, Travel Agencies and Premium Sales Agents. A group consists of minimum 20 full paying passengers.

Discounts: Passengers entitled to discounted fares are kindly requested to state it at the time of booking. Once the ticket has been issued, no refunds are allowed for price differences.

Variation in Services: Where reasonably necessary, a ship may leave before or after the advertised or scheduled time. Booking confirmations and information regarding service variations and disruptions including travel delays and cancellations shall be sent by any means appropriate including e-mail and/or to SMS addresses provided to the Company at the time of the Reservation and shall be deemed to be acceptable evidence of communication regarding such variations in service. Passengers shall adhere to and follow instructions given by the Company concerning service variations and disruptions including travel delays and cancellations howsoever received. The Company shall not be liable for any loss, damage or expense arising from a Passenger failing to follow instructions given in relation to service variations, disruptions, delays or cancellations. If for any reason outside the Company's control the carriage of Passengers, Luggage or Vehicles to their chosen port of destination on a ship the Passengers have embarked, or their disembarkation from such ship, is prevented or hindered the Company may: Cancel the voyage; Alter the advertised route; Delay

the ship at or off any port or place; the Company shall not be liable for any loss (whether economic, consequential or otherwise), detention, delay, over-carriage, expense or damage whether directly or indirectly caused, whatsoever of or to any Person or Passenger, or inability to perform the Transport Contract for carriage or any part thereof caused by or arising out of or attributable to any reason outside the Company's control (Force Majeure).

Rights of Passengers Travel by Sea (Regulation EU No. 1177/2010): The Company shall endeavor to ensure all Passengers are able to use the Company's services whenever it is feasible and safe to do so. All prospective Passengers, including disabled Persons or those with reduced mobility, are entitled to make a Reservation with the Company to travel by ship on the same basis as any other Passengers informing the Company, upon reservation, or at least 48 hours before the special assistance is required. If a Passenger provides us with less than 48 hours' notice of their assistance needs we will make every reasonable effort to accommodate the Passengers' need for assistance but we may not always be able to provide it. It is possible in such circumstances the Passenger will not be able to travel if the assistance required is necessary for the Passenger to be carried or to embark a ship in a safe or operationally feasible manner. We will provide assistance to disabled passengers and passengers with reduced mobility as a passenger may need in order to proceed to an appropriate seat or cabin accommodation on embarkation, to stow and retrieve Luggage, to proceed (if necessary) to any toilet facilities, and proceed to the ship's exit for disembarkation at the end of the voyage. If a Passenger requires assistance with personal care, such as feeding, breathing, using medication or using the toilet, the Passenger may wish to travel with a companion who can assist. In certain circumstances and where strictly necessary we may require that a disabled Person or Person with reduced mobility is accompanied by another Person who is capable of providing the care and assistance required.

Persons with Medical Conditions and Pregnancy: A Passenger suffering from a known or suspected medical or health condition which makes sea travel inadvisable on health or medical grounds, or is more than 28 weeks pregnant, must notify the Company of that condition at the time of making a Reservation and upon the Company's request provide a medical certificate confirming their fitness to travel no later than 48 hours before the scheduled departure time and at their own cost. The Company may not accept a Passenger for carriage who is more than 34 weeks pregnant at the date of departure. The Company may at its own discretion refuse to carry any Passenger referred to above even though a medical certificate has been produced and, subject always to the provisions of the Passenger Liability Regulations and the rights of Passengers under any other laws and regulations, the Company shall not be liable for any loss, damage or expense arising from its failure or refusal to carry any such Passenger or for any other Passenger refused carriage.

Underage Unaccompanied Passengers: The Company will refuse to carry unaccompanied passengers who, on the date of travel, are under the age of 15 years. Minors aged 15 or 18 may travel unaccompanied if their parent or legal guardian provides their written consent for the minor to travel independently, at the time of making a booking. The respective Release Form is available at the offices of the Company.

Carriage of Luggage: All Luggage shall be properly packed and its contents not protruding, by the Passenger and the Company shall not be liable for any loss, damage or expense whatsoever arising from the Passenger's failure to properly pack Luggage. The Company may refuse to accept Luggage which is improperly packed or labeled or shows signs of damage or presents an unacceptable risk to the health, safety or wellbeing of Passengers, crew or other Persons. The Company shall not be liable for items entrusted to and accepted by it for carriage as Luggage which are not Luggage, except upon proof that the Company accepted such items knowing that they were not Luggage. The Company may deliver any Luggage entrusted to it upon reasonable evidence of title. In the absence of reasonable evidence the Company may refuse to deliver the Luggage and hold it at the sole risk of the Passenger and/or owner. In any such case, the Company shall have no liability for delivery of the Luggage. The Company will deliver Luggage entrusted to it within a reasonable time and subject to these Conditions, but the Company does not undertake to carry that Luggage on the same ship by which the Passenger travels or to deliver it at its destination at any particular time unless expressly agreed

with the Passenger. Personal accompanied Luggage used for social, domestic or private purposes may be carried by foot Passengers free of charge. Goods of any type such as those carried as freight or for reasons other than social, domestic and private use shall be charged and paid for at the rates for freight applicable at the time. All personal accompanied Luggage shall be fit for purpose taking into account the nature and weight of its contents which shall be properly packed in and not protruding from such Luggage. All passengers without a vehicle on board have the right to board a maximum of 30 kg of personal luggage. The Passenger must arrange the placing on board or removal of any Luggage brought with him and must ensure that Luggage does not block Passenger escape routes or access to safety equipment or otherwise present a risk of harm to any other Person. The Company shall not be liable for the loss of or damage to moneys, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the Company (or other Carrier) for the agreed purpose of safe-keeping in which case the Company (or other Carrier) shall be liable up to the limit provided for in the Athens Convention unless a higher limit is agreed upon in writing between the Passenger and the Company (or other Carrier) prior to departure.

Lost Property and Unclaimed Luggage Entrusted to the Company: The Company shall not be liable for any loss, damage or expense howsoever caused to any Luggage or other property (other than unclaimed Luggage entrusted to it) left on the Company's premises or ships. The Company may deal with lost Luggage or property in the same way as it may deal with unclaimed Luggage entrusted to it. All luggages and other property found by a Passenger in or on the Company's ships or other premises shall be deemed to be in the possession of the Company and must be handed over to the Company immediately. If any Luggage entrusted to the Company for loading, unloading or carriage on or from the ship remains unclaimed on arrival at its destination, the Luggage may be stored for a period of up to three months unless and until collected whereby the Company may make a reasonable charge for storage. The Company shall not be liable for any loss of or damage to Luggage stored for the reasons described here above. The Company may open and examine the contents of any Luggage at any time, and may without incurring any liability remove or destroy any portion of it which in its reasonable opinion might cause injury, inconvenience or nuisance to Persons or damage to property or compromise the health, safety or wellbeing of Passengers, crew or other Persons. If any Luggage is not removed within three months of the date on which it is received the Company may sell it and out of the proceeds of sale retain all moneys due to it from the owner in lieu of expenses incurred in connection with such storage or sale. If the Company believes the value of the Luggage will be insufficient to cover any moneys due to it and/or the cost of sale the Company may dispose of the same as it sees fit.

Examination or Detention of Luggage by Customs or Other Authorities: Passengers must always attend in Person an examination of their Luggage by customs authorities whether it has been entrusted to the Company or not. The Company shall not in any circumstances be liable for any loss, damage or expense arising out of its failure or refusal to carry or any other consequences in connection with the Passenger's failure to comply with the requirements of customs authorities. The Company shall not be liable for any loss, damage or expense arising out of its failure or refusal to carry any Vehicle or goods in connection with the detention of such Vehicle or goods on account of the application of customs, government or other authorities. During such detention, the Company will hold the Vehicle or goods at the owner's expense and sole risk.

Failure to Deliver: If the Passenger or owner neglects or refuses to take delivery of any Luggage or Vehicle, or if the Company is unable to deliver any Luggage or Vehicle because the Passenger or owner has failed to supply any declaration, certificate, or other document in accordance with any customs, government or other laws or regulations at the port of discharge, the Company may re-ship the Luggage or Vehicle if landed and return the same to the port of shipment at the Passenger's and/or owner's expense on and subject to these Conditions.

Parking and Access to Vehicles on Board: Access to a Vehicle on the car deck after departure has been loaded is prohibited. All Vehicles should be parked with their handbrakes engaged, all alarms disabled and left in

gear. Passengers failing to comply with this Condition may be considered responsible for any loss or damage caused pursuant to these Conditions.

Firearms, Dangerous Goods: All dangerous goods specified within the International Maritime Dangerous Goods (IMDG) Code as may be amended from time to time or specified in any national laws or rules and regulations of the Company, must be declared in writing before being offered for shipment and prior authority of the Company must be obtained for the shipment of all such goods. This includes all forms of compressed gas except the minimum necessary quantity of medical oxygen which if required by a Passenger on passage must be notified to the Company at the time of making a Reservation. All flammable gas cylinders, compressed air tanks (e.g. scuba tanks) if carried must be empty. Inflammables, explosives, corrosives, firearms, and any other articles which may involve undue risk must not be packed in Luggage.

Pets: Pets may only travel if accompanied by a passenger. Onboard our vessels there are a number of kennels available, upon request from the reception desk. Owners or guardians are required to have their pet's valid health documents with them while travelling and all certificates required by the authorities of Spain and Morocco (EU citizens are additionally required to have their EU Pet Passport) and follow all entry regulations. For all cats, dogs and ferrets a valid rabies immunization document is mandatory. For more information, please always check with your veterinary and your local travel agent. Pets are not allowed indoors (bars, restaurants and other public areas). While walking on the open decks, pets are required to wear a muzzle and be on a leash, accompanied by the pet owner or guardian. The pet owner or guardian is held fully responsible for the care, safety and hygiene of the pet and for adhering to all laws and regulations related to the above. Furthermore, pet owners are solely responsible for any possible harm or damage caused by their animals to any third party. Excluded from the above mentioned restrictions are animals that guard and assist people with disabilities that may accompany their owners. Owners must hold the appropriate certificates for these animals.

Introduction of products of animal origin in the EU: Passengers bringing meat or dairy products from outside the EU may be importing animal diseases. The introduction in the EU of such products is subject to veterinary controls and strict procedures. Passengers are required to present these products at the official control points, otherwise they may be fined or face criminal prosecution.

Searches: We require you to accept that we and any relevant port authority are entitled to carry out searches of passengers and vehicles pursuant to any statutory or other legal requirements.

Liabilities of Passengers: A Passenger and/or other owner of Luggage or Vehicles carried shall indemnify the Company against any liability of any kind incurred or suffered by the Company or its servants, agents, independent contractors or performing Carriers resulting from: The acceptance and/or carriage of any Luggage or Vehicle in respect of which the Passenger and/or owner has not complied with its obligations under these Conditions; The Passenger, Luggage or Vehicle being refused permission to land at any port of disembarkation by reason of the application of any laws or regulations as to customs or immigration, or; Any breach by the Passenger or owner of any Conditions or any failure to comply with the rules, regulations and/or instructions given by the Company, its servants or agents or for any other neglect or default of the Passenger or owner.

Safety and Security: Passengers must pay attention to and comply with all regulations and notices relating to the safety and security of our ship, her crew, Passengers and any other Person, the terminal facilities and to immigration requirements and regulations. Every Person must be prepared to allow upon request a search of your Person, vehicle or luggage by any authorized Person and to answer any of their questions. If a Passenger does not agree to such a request he may not be allowed to travel. All Passengers are expected to conduct themselves in such a manner that respects the health, comfort and safety of all other Persons on board our ships and within port areas including terminals. Passengers are also expected to comply with all reasonable requests made by a member of our staff. If a Person does not so conduct themselves or if in the

opinion of the Company a Person's conduct gives rise for concern, we reserve the right to prevent that Person from embarking, may require them to disembark, contain their movement on board our ship and/or require them to immediately leave the terminal facilities. The Company will not refund any money paid and shall have no liability whatsoever to any Passenger prevented from travelling or for cancelling their travel as a result of their failure to comply with the terms of this Condition.

Personal Data: We take our responsibilities regarding your privacy and the security of personal information given to us very seriously. Data we obtain from you is required to process your Reservation or to contact you and advise you of variations necessarily made to our services.

Currency on board: The currency used on board is Euro. All major international credit cards are accepted.

Smoking: On board smoking is not permitted in all interior public areas. It is an offence to obstruct or disconnect any fire or smoke alarms on any of our vessels.

Summary of provisions concerning the rights of passengers travelling by sea in the event of accidents¹

RIGHTS OF PASSENGERS

Right to compensation for death or personal injury

Shipping incident²: the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 250.000 SDR³ in any event, with the exception of circumstances beyond the carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation can go up to 400.000 SDR, unless the carrier proves that the incident occurred without his fault or neglect.

Non-shipping incident: the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 400.000 SDR, if he/she proves that the incident was the result of the carrier's fault or neglect.

Right to compensation for loss of or damage to cabin luggage

Shipping incident: the passenger has a right to compensation from the carrier of up to 2.250 SDR, unless the carrier proves that the incident occurred without his fault or neglect.

Non-shipping incident: the passenger has a right to compensation from the carrier of up to 2.250 SDR, if he/she proves that the incident was the result of the carrier's fault or neglect.

Right to compensation for loss of or damage to luggage other than cabin luggage

The passenger has a right to compensation from the carrier of up to 12.700 SDR (vehicles, including luggage carried in or on the vehicle) or 3.375 SDR (other luggage), unless the carrier proves that the incident occurred without his fault or neglect.

Right to compensation for loss of or damage to valuables

The passenger has a right to compensation from the carrier of up to 3.375 SDR for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments and works of art, only when these have been deposited with the carrier for the agreed purpose of safe-keeping.

Right of a passenger with reduced mobility to compensation for loss of or damage to mobility equipment or other specific equipment

Shipping incident: the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, unless the carrier proves that the incident occurred without his fault or neglect.

Non-shipping incident: the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, if he/she proves that the incident was the result of the carrier's fault or neglect.

Right to an advance payment in the event of a shipping incident

In case of death or personal injury, the passenger or other person entitled to damages has a right to an advance payment to cover immediate economic needs. The payment shall be calculated on the basis of the damage suffered, shall be made within 15 days and shall not be less than 21.000 EUR in the event of death.

ELEMENTS OF PROCEDURE & OTHER MATTERS

Written notice

In case of damage to cabin or other luggage, the passenger must give timely⁴ written notice to the carrier. Failure to do so, will result in the passenger losing his/her right to compensation.

Time limits for exercise of the passenger's rights

In general, any action for damages before a competent court must be introduced within a period of 2 years. The starting point of this limitation period may differ, depending on the nature of the loss.

Exemptions concerning liability

Liability of the carrier can be reduced, if he proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger.

The limits on the different amounts for compensation will not apply if it is proved that the damage resulted from an act of the carrier, or a servant or agent of the carrier or of the performing carrier, done with the intent to cause such damage or with knowledge that such damage would probably result.

1 Summary drafted in accordance with article 7 of Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 (OJ L 131, 28.5.2009, p. 24) on the liability of carriers of passengers by sea in the event of accidents.

2 "Shipping incident" for the purposes of this Regulation include: shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship or defect in the ship. All other incidents in the course of the carriage for the purposes of this summary are "non-shipping" incidents.

3 Loss or damage suffered as a result of an accident are calculated on the basis of "units of account", which are "Special Drawing Rights" (SDR) for Member States parties to the International Monetary Fund (all EU Member States). Information and conversion rates for SDR can be found on: <http://www.hcg.gr/node/12912>
On 26 November 2012 1 SDR = 1.18 EUR.

4 In cases of apparent damage, written notice must be given before or at disembarkation for cabin luggage, and before or at re-delivery for other luggage. In cases of non-apparent damage to or loss of luggage, written notice must be given within 15 days from disembarkation or re-delivery (or scheduled re-delivery in the event of loss).