

# Balearia

## 1.GENERAL CONTRACT CONDITIONS. PRE-CONTRACT INFORMATION

**1.1.** These general contract conditions along with specific conditions which may be established, where applicable, will expressly regulate the relationship that develops between BALEÀRIA EUROLÍNIES MARÍTIMES S.A., with registered office at Estación Marítima S7nS 03700 Dénia (Alacant), with tax ID A53293213 ("BALEÀRIA") and third parties ("Users") that contract the provision of the services or products offered on the website.

**1.2.** These General Conditions have been developed in accordance with Law 34/2002, on information society services and electronic commerce; Law 7/1998 which regulates telephone and electronic contracting with general conditions in the development of article 5.3 of Law 7/1998; general Law 26/1984 for the Protection of Consumers and Users; Law 7/1996 on retail commerce; Royal Decree-Law 14/1996 governing electronic signatures and any other laws which could apply.

**1.3.** Use of the website and of any of the services of the same means that you agree as the user, without any reservation, to all these general contracting conditions, general conditions for the use of the website or, if this be the case, the Particular Conditions which govern the acquisition of products or services.

**1.4.** BALEÀRIA hereby informs you that the procedures for the purchasing of goods and/or obtaining the provision of the offered services are the ones described in these general conditions, as well as other specific ones indicated on the screen while browsing, such that the User declares to know and accept these procedures as necessary for accessing the products and services offered on the website.

**1.5.** BALEÀRIA will store all the information provided during the contracting process so that the User can, either in writing or by email, request information about the operations carried out by the User within the previous 6 months. Any modification and/or correction of the data Users provide while browsing must be made according to the instructions included on the website.

**1.6.** Users who contract services through BALEÀRIA's website declare to be of legal age (18 years old). In the event of a minor hiring these services, the minor's parents or guardians will be required to give their authorization for him/her to be able to hire the service.

## 2.TRANSPORT CONTRACT

**2.1.** Passengers without a vehicle must arrive to board 60 minutes before the vessel's departure, while passengers boarding with a vehicle must arrive 90 minutes prior to departure. Except on the Valencia <> Mostaganem line, for which they must arrive 4 hours before the vessel's departure time. If you do not have boarding passes beforehand, within these limits, the Company reserves the right to freely dispose of the place assigned to the passenger or vehicle.

**2.2.** This ticket is personal and not transferable. The license plate of the vehicle to be transported must be the one that appears on the ticket. Passengers without a vehicle on board have the right to transport luggage for a single trip and may transport their baggage from the Maritime Station to their accommodation on board the vessel. If you have more luggage, you must contact a transport company, a service which we offer on our website. If you fail to meet these requirements, you may be denied boarding and you will not receive a refund.

**2.3.** The company is not responsible for possible thefts or lost baggage or personal objects belonging to passengers. We recommend passengers carry their valuables themselves.

**2.4.** Any claim, to be accepted, must include the booking documents, agreeing to all the terms and conditions that appear in them by the mere fact of having served as a transport document.

**2.5.** Passengers may obtain a refund from the Company for the amount of the ticket, if the ticket is not used, as long as the contracted price allows for it, in accordance with the following conditions:

a). After deducting 10% of the amount of the ticket from the advance sale, if the request is made within 7 days of the departure of the vessel.

b). For refunds submitted within 48 hours and 2 hours prior to the vessel's departure, 20% will be deducted from the amount of the ticket.

c). Tickets submitted to be cancelled/changed less than two hours prior to the departure of the vessel will not be reimbursed, whether the reservation was made on the day of departure or previously.

**2.6** All "mini" fares and Offers admit changes of date/time with a 20€/reservation penalty plus the possible increase in the price as long as the change is made 2 hours prior to the departure date/time of the originally contracted trip. The complete or "reduced" fare admits changes of date/time without the 20€ penalty. However, there may be an increase in price for another date, as long as the change is made 2 hours before the departure date/time of the originally contracted trip.

**2.7.** Timetables and routes may vary due to malfunctions, unforeseeable circumstances or force majeure. In these cases, the company will adopt measures under its control to notify affected passengers of these changes. In case of necessity due to the above causes, the carrier can find another carrier or use other vessels.

**2.8.** In case the contracted trip does not take place, due to malfunctions, unforeseeable circumstances or force majeure, the Company does not assume any more liability than the obligation to refund the full amount of the ticket.

**2.9.** Passengers who do not board, for any reason beyond the Company's control, will not be entitled to a refund of the amount of the ticket.

**2.10.** OPEN tickets are valid for one year from the issuing date, their use being conditional upon their being booked in advance. The contracted fare will remain until 15 January. After this, the return trip can be concluded by paying the surcharge on the increase in the year's fares.

**2.11.** The transport of vehicles covered by this ticket is carried out in accordance with current legislation on the matter and international agreements ratified by Spain.

**2.12.** To exercise actions resulting from this ticket on domestic (cabotage) shipping lines, the jurisdiction resulting from the implementation of Spanish procedural law in force will apply. When the maritime transport is carried out on international lines, the jurisdiction of the courts resulting from the implementation of the Athens Convention of 1974 and/or its amending instruments will apply.

**2.13.** Passengers have the right to withdraw from the transport contract within 14 calendar days without having to justify it. The withdrawal period will expire within 14 days of the conclusion of the contract. To exercise your right of withdrawal, you must notify the company (indicating your name, complete address and, if you have them, your telephone number, fax number and your email address), of your decision to the withdraw from the contract through a clear statement (for example, in a letter sent by post, fax or email).

To meet the withdrawal deadline, it will suffice that the communication concerning your exercising this right be sent before the corresponding deadline.

Consequences of withdrawal:

If you choose to withdraw from the contract, the company will refund all the transport payments received from the passenger, including delivery charges (except for additional expenses resulting from your choice of a delivery mode different from the least expensive ordinary mode of delivery that we offer) without any undue delay and, in any case, within 14 calendar days of the date on which you notify the company of your decision to withdraw from the contract.

The company will make the reimbursement using the same payment method the passenger used for the initial transaction, unless otherwise expressly indicated; in any event, you will not incur any expense as a result of the reimbursement.

### **3.SERVICES OFFERED. ACCESS TO THE SERVICES.**

**3.1.** The services offered on the website - publication of information and ticket sales - will be governed by what is set forth in these General Conditions such as, in particular, what is provided in the Particular Conditions established for each one of the services.

**3.2.** To receive the provision of any of the services offered through the website, the User can be given a Username and secret code ("Password"). The Username and Password provided by BALEÀRIA to the User are identifiers and enablers for access to the services, and are personal and not transferable. BALEÀRIA may, giving adequate prior notice, make changes to the Username and/or Password, in which case, the changed codes will no longer be valid.

**3.3.** All technical means and requirements for accessing the website and the services offered on it are the sole responsibility of the user, as well as any expenses or taxes resulting from the provision of such services.

**3.4.** After accessing the website and making use of the different services, the User must follow all the instructions and directions that appear on the screen, completing the Particular Conditions and other forms established for each service. This entails reading and accepting the general conditions set forth in the General Conditions of Use of the Website, the General Contract Conditions and, where applicable, the Particular Conditions.

### **4.APPLICABLE LAW.JURISDICTION**

**4.1.** This contract will be governed by Spanish law, which will be applicable in all matters not covered in this contract concerning interpretation hereof, validity and execution.