

# TRAVEL TERMS AND CONDITIONS OF AS TALLINK GRUPP

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These Travel Terms and Conditions of AS Tallink Grupp (hereinafter the Travel Terms) are valid on the voyages of AS Tallink Group and its subsidiaries (hereinafter Tallink). These Travel Terms are valid from 1 November 2019, and they are only applied to individual passengers. Terms and conditions that differ from these Travel Terms are applied to Tallink's package trips, and they shall be published together with the package trip offer.

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(The supplement - Carriage of passengers with vehicles on the Muuga-Vuosaari route" (part 5) has been approved on June 4, 2019.)

## PART 1: GENERAL

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### 1. DEFINITIONS

- "Route trip" – a one-way or round trip that is not a cruise.
- "Cruise" – a round trip with the same ship, for which the ticket for the round trip shall be registered at the port of first departure and the trip includes overnight stay, which forms an inherent part of the passenger transport.
- "Day trip" – a round trip taking place on the same day where the tickets for both of the routes are registered at the port of first departure.
- "Passenger and car package" – a trip that includes a one-way ticket for at least one passenger and one vehicle (excluding bicycles and buses).
- "Booking" – an order placed by the passenger for using passenger transport, on-board services or other services (e.g. a service provided by a third party).
- "Ticket" – a certificate issued on paper or through electronic means by the carrier concerning the conclusion of a contract for the carriage of passengers by sea and the payment of the travel fee.
- "Passenger transport service" – a set of services that includes the transport of the passenger (a cabin, cabin place or deck place) and the accompanying vehicle.
- "On-board services" – services rendered on-board that are not passenger transport services. On-board services include cabin services, catering, sauna, welfare services and other services provided on-board.
- "Boarding pass" – a document issued to the passenger on paper or through electronic means on the basis of a ticket, which provides the passenger a right to enter the ship. Boarding passes are personal and they may not be transferred to other persons.
- "Family member" – an at least 18-year-old father, mother or any other legal representative or an at least 25-year-old aunt, uncle, brother or grandparent of a travelling child.
- "Supervisor" – a representative of an up to 17-year-old travelling child. A supervisor must be an at least 25-year-old person who has reviewed the instructions provided to a supervisor by AS Tallink Grupp and

who has signed the appropriate document, thereby being obliged to be responsible for the represented persons and compensate any damages caused by them.

- “Travel permission” – a specific document filled in and signed by the parent or another legal representative, by which the parent or another legal representative allows for a 15 to 17 year-old passenger to travel alone.

- “Travel authorisation” – a specific document filled in and signed by the parent or another legal representative, by which another person (another family member or supervisor) is authorised to act as the supervisor of their child for the duration of the voyage and obliging that person to take care and be responsible for the child for the duration of the whole trip.

- “Questionnaire for the supervisor” – a specific document filled in and signed by the supervisor of a 0 to 17 year-old passenger, by which the supervisor is obliged to be responsible for the 0 to 17 year-old passenger for the duration of the whole trip.

- “Service fee” – a fee for additional services (e.g., a postage fee) according to the price list of Tallink. The service fees have been disclosed on the homepage of the relevant domestic market.

- “Contractual Penalty” means the fee Tallink charges a passenger in the cases and according to the procedure set out in the Travel Terms and Conditions for changing or cancelling a ticket.

## PART II: TRAVEL TERMS

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### 1. BOOKING AND TICKETS

(1) When making a booking, the first name, surname, date of birth (date, month, year), citizenship, gender, contact phone number and e-mail address must be provided.

(2) When booking a passenger transport vehicle (bicycle, another slow means of transport, moped, motorcycle, car, bus), the registration number of the vehicle and the exact length and height of the vehicle must be provided. Also, the lengths and heights of the auxiliary equipment installed onto the vehicle (a ski box, luggage carrier, trailer, etc.) and the equipment installed onto the roof or at the back of the vehicle (a bicycle, luggage carrier, etc.) must be provided. Where necessary, the customer must provide the permissible maximum weight of the vehicle during booking.

### 2. CHECK-IN

(1) Tickets must be checked in prior to departure of the ship at the port terminal’s service desk, at the self-service kiosk, or through the online environment or a smartphone application.

(2) After the check-in of the Ticket, a boarding pass shall be issued to the passenger. The name of the passenger, time of departure, name of the ship and destination are indicated on the boarding pass, and a boarding pass shall be valid only when its owner is the person travelling at the time of the trip specified on the boarding pass.

(3) The boarding pass must be retained during the whole trip. A crew member has the right to inspect and the passenger has the obligation to present the boarding pass when entering the ship and also during the whole trip, upon request. Where necessary, the passenger should be able to prove one’s identity to a crew member.

(4) Check-in of a passenger without a vehicle:

1. is opened 1.5 hours before departure of the ship at the port terminal's service desk. Check-in of Tickets in the online environment, the self-service kiosk and the smartphone application is available 24 hours before departure of the ship. Check-in is performed on the basis of the Ticket and a travel document.
2. Check-in is closed 30 minutes and entry on to the ship 20 minutes before departure of the ship.
3.
  - (5) Check-in of a passenger with a vehicle:
    1. is opened 1.5 hours before departure of the ship at the port terminal's vehicle check-in kiosk. Check-in of Tickets through the online environment and the smartphone application is available 24 hours before the departure of the ship. Check-in is performed on the basis of the Ticket, a travel document and the vehicle registration certificate.
    - 2.
    3. Check-in is closed 30 minutes before departure of the ship.
    4. After the check-in of a Ticket, the passenger with a vehicle must have arrived at the port's vehicle waiting area at least 30 minutes before departure of the ship.
    5.
      - (6) Passengers arriving after the time specified in clauses 4 and 5 shall not be checked in on the ship, and the Ticket shall lose its validity.

### **3. TRAVEL DOCUMENTS**

(1) The passenger must carry a valid travel document and other necessary documents, including a visa, where necessary, along during the whole duration of the trip, and the passenger shall be responsible for the validity and correctness of all of the documents.

(2) All passengers crossing the state border are obliged to submit a travel document. Any persons without a travel document, or such persons who refuse to present one, are not allowed on-board.

(3) Tallink shall not compensate the passenger the cost of a Ticket, if the trip is cancelled due to an inadequately formalised or invalid travel document or if the passenger lacks the necessary travel document.

### **4. PERSONS WITH A DISABILITY OR REDUCED MOBILITY**

(1) To ensure that any person with a disability or reduced mobility would have equal opportunities for travelling on waterways in comparison with other passengers, the person with a disability or reduced mobility shall have, in addition to general passenger rights, such rights that are based on regulation no. 1177/2010 handling the rights of passengers travelling by sea and inland waterways  
<http://eur-lex.europa.eu/legal-content/ET/TXT/?qid=1426665556376&uri=CELEX:32010R1177>

(2) If the passenger is accompanied by a licensed guide dog (a guide dog is a licensed dog accompanying the person with a disability or reduced mobility) during the trip, the passenger should have the necessary documents for taking the guide dog to and from the country – a guide dog passport is obligatory for all passengers travelling with pets within the European Union.

(3) When making a booking, the passenger shall be obligated to present any required information concerning the guide dogs and their number for making a booking for a guide dog.

### **5. TRANSPORT OF PETS**

(1) The passenger must have the necessary documents for taking the pet to and from the country. A pet passport is obligatory for all passengers travelling with pets within the European Union.

(2) A crew member has the right to inspect and the passenger is obliged to present the document of the pet specified in subsection 1 of this clause upon entry on to the ship, and also during the trip, upon the request of a crew member.

(3) The transport of pets that may be hazardous to passengers and crew may only take place on special agreement with the carrier. The applications for reaching such a special agreement should be submitted to the following e-mail addresses:

- In Estonia: [booking@tallink.ee](mailto:booking@tallink.ee)
- In Finland: [booking@tallinksilja.com](mailto:booking@tallinksilja.com)
- In Sweden: [info.sweden@tallinksilja.com](mailto:info.sweden@tallinksilja.com)
- In Latvia: [booking@tallink.lv](mailto:booking@tallink.lv)
- Internationally: [international.sales@tallinksilja.com](mailto:international.sales@tallinksilja.com)

(4) The passenger shall be obliged to inspect the cabins, cages and other arrangement prior to making the booking. More detailed information has been provided on the homepage:

- In Estonia: <https://www.tallink.ee/et/lemmikloomad>
- In Finland: <https://www.tallinksilja.fi/lemmikielaimen-kanssa-matkustaminen>
- In Sweden: <https://www.tallinksilja.se/bra-att-veta/husdjur>
- In Latvia <https://www.tallink.lv/lv/good-to-know#1450434>
- Internationally: <https://www.tallinksilja.com/good-to-know#1450434>

## **6. AGE LIMITS**

Age limits for travelling on-board ships bearing the trademarks of Tallink and Silja Line have been established for under-18-year-old individual passengers (minors) in the following manner:

(1) A 15 to 17 year-old passenger may travel, regardless of the weekday, alone on a daytime one-way trip or a day trip, if he/she brings along travel permission signed by their parent or another legal representative. The person having booked the trip or the passenger himself/herself shall be responsible for the existence of the travel permission.

(2) An up to 17-year-old passenger may participate in a trip that includes an overnight stay only in accordance with the following terms and conditions:

1. Together with a parent or any other legal representative or a family member or supervisor with a travel authorisation. A sample of a travel authorisation has been disclosed:
2. Estonia: [https://www.tallink.ee/documents/10192/65370944/Reisiluba\\_15\\_17\\_EE.pdf/bdfe565b-f330-4cd3-baea-b92fd4118836](https://www.tallink.ee/documents/10192/65370944/Reisiluba_15_17_EE.pdf/bdfe565b-f330-4cd3-baea-b92fd4118836)
3. Finland: [https://www.tallink.ee/documents/10192/65369933/Matkustuslupa\\_15\\_17v\\_2017/95f96492-1f13-4ab1-8fb6-577688d3d449](https://www.tallink.ee/documents/10192/65369933/Matkustuslupa_15_17v_2017/95f96492-1f13-4ab1-8fb6-577688d3d449)
- 4.
5. Sweden: [https://www.tallink.ee/documents/10192/65608302/RESETILLSTA%CC%8AND\\_15-17+a%CC%8Ar\\_2017.pdf/6252db8f-61e6-4e85-9830-c2368ceba7a6](https://www.tallink.ee/documents/10192/65608302/RESETILLSTA%CC%8AND_15-17+a%CC%8Ar_2017.pdf/6252db8f-61e6-4e85-9830-c2368ceba7a6)
6. Latvia: [https://www.tallink.lv/documents/12353/19182586/pilnvarojums\\_lat/860c6f20-4255-47db-bf43-72d3c3ac7784](https://www.tallink.lv/documents/12353/19182586/pilnvarojums_lat/860c6f20-4255-47db-bf43-72d3c3ac7784)
7. Internationally: [https://www.tallink.ee/documents/10192/65371006/Permission\\_to\\_travel\\_alone\\_0\\_17\\_E\\_N.pdf/ea182cf9-bb34-41fa-b1c7-f5dd4510e565](https://www.tallink.ee/documents/10192/65371006/Permission_to_travel_alone_0_17_E_N.pdf/ea182cf9-bb34-41fa-b1c7-f5dd4510e565)
- 8.
9. Another family member or supervisor travelling together with an up to 17-year-old passenger should fill in the questionnaire for the supervisor, a sample of which has been attached:

10. Estonia: [https://www.tallink.ee/documents/10192/65370944/Jarelvaataja\\_ankeet\\_yksikreisijale\\_EE.pdf/dd2ac64b-42ab-4294-b554-87b70fb8eee5](https://www.tallink.ee/documents/10192/65370944/Jarelvaataja_ankeet_yksikreisijale_EE.pdf/dd2ac64b-42ab-4294-b554-87b70fb8eee5)
11. Finland: [https://www.tallink.ee/documents/10192/65369933/Valvojalomake\\_yksittaismatkustajalle\\_2017/87a69e72-d45e-43d8-bf3f-be799873dc9e](https://www.tallink.ee/documents/10192/65369933/Valvojalomake_yksittaismatkustajalle_2017/87a69e72-d45e-43d8-bf3f-be799873dc9e)
12. Sweden: [https://www.tallink.ee/documents/10192/65608302/O%CC%88VERVAKARBLANKETT+FO%CC%88R+PRIVATKUNDER\\_2017.pdf/4424e414-c817-4f42-bbfd-efce3ac1de93](https://www.tallink.ee/documents/10192/65608302/O%CC%88VERVAKARBLANKETT+FO%CC%88R+PRIVATKUNDER_2017.pdf/4424e414-c817-4f42-bbfd-efce3ac1de93)
13. Latvia: [https://www.tallink.ee/documents/12353/19182586/Instrukcija+aizbildniem\\_LAT/17306888-aa19-4a5f-8cd3-b9e99df0a5ca](https://www.tallink.ee/documents/12353/19182586/Instrukcija+aizbildniem_LAT/17306888-aa19-4a5f-8cd3-b9e99df0a5ca)
- 14.
15. Internationally: [https://www.tallink.ee/documents/10192/65371006/Guardian\\_instructions\\_individual\\_travel\\_EN.pdf/dc8b8477-6b4f-439a-b8f0-2dc6a64c9e4d](https://www.tallink.ee/documents/10192/65371006/Guardian_instructions_individual_travel_EN.pdf/dc8b8477-6b4f-439a-b8f0-2dc6a64c9e4d)
- 16.
17. At least one family member or supervisor must be in each cabin with an up to 14-year-old passenger.
18.
  - (3) An up to 14-year-old passenger may travel on a daytime one-way trip or day trip:
    1. Together with a parent or another legal representative or a family member or supervisor with a travel authorisation. A sample of a travel authorisation has been disclosed in subclause 1 of subsection 2 of this clause.
    - 2.
    3. Another family member or supervisor travelling together with an up to 14-year-old passenger must fill in a questionnaire for the supervisor, a sample of which has been disclosed in subclause 2 of subsection 2 of this clause.
    4.
      - (4) Tallink shall not compensate the passenger for the Ticket, if the minor passenger has no required documents stipulated in the previous clauses or if these have been inadequately formalised and this results in the passenger not being allowed onto the ship.

## PART III: BOOKING, PAYMENT, CHANGING AND CANCELLATION OF THE TICKET

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### 1. GENERAL TERMS FOR BOOKING THE TICKET

(1) These terms and conditions for booking a Ticket and making a payment (hereinafter the Terms) are valid for the bookings made by an individual passenger in Tallink's online environment, via the smartphone application, at the sales agency, in the contact centre, at the port terminal service desk, in the self-service kiosk or the other travel agent's agency or its online environment.

(2) These Terms are valid for bookings made in the online environment and via the smartphone application for up to 24 passengers and for bookings for up to 9 passengers made through other channels.

(3) A Ticket can be booked and paid for in the environments referred to in paragraph 1.

(4) A Ticket cannot be cancelled in Tallink's online environment and via the smartphone application or the travel agent's online environment.

(5) A Ticket can be changed and cancelled in all environments referred to in paragraph 1, except as provided in paragraph 4.

## **2. PAYMENT FOR THE BOOKING**

(1) When making a Booking, the full price of the Booking should be paid immediately.

(2) A Booking that has not been paid on time will be cancelled.

(3) If a Booking has been made less than 5 business days before departure and the payment is made by bank transfer, the employee of the port terminal service desk will have the right to request payment on the spot if the total amount provided in the Booking has not been transferred to Tallink's bank account by the time of check-in.

## **3. TICKET CHANGING**

(1) It is allowed to change the direction and/or itinerary set on the ticket, the date or time of departure, cabin class, vehicle and on-board service, and any changes to the above-mentioned services may change the fare to be paid.

(2) Changing a passenger's personal information on a ticket is not considered to be a change of ticket.

(3) When changing a Ticket, the changed service must be paid for in accordance with Tallink's price list. When changing the Passenger transport service and/or the Onboard service, the price arising out of the difference between the price of the initially purchased service and the changed service must be paid, or the price is refunded to the same bank account from which the Ticket was paid for and a Contractual penalty is imposed.

(4) The Ticket may be changed on all ferry routes (except Tallinn-Helsinki) under the following conditions:

1) If the Ticket is changed 21 or more days before departure, no Contractual penalty is imposed.

2) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 20 to 10 days before departure, the passenger shall pay a contractual penalty of 10 euros. If the changed ticket is cheaper than the original ticket, Tallink will compensate the passenger for the difference by deducting the above-mentioned contractual penalty;

3) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 9 days to 24 hours before departure, also when the ticket has been already checked in, the passenger shall pay a contractual penalty of 10 euros and the price difference will not be compensated.

4) The passenger cannot change the direction and/or itinerary, the date and time of departure or the number of passengers less than 24 hours before departure.

Ticket changing on the Tallinn - Helsinki route is possible under the following conditions:

1) If the ticket is changed 7 or more days before departure, no Contractual penalty is imposed.

2) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 6 days to 48 hours before departure, the passenger shall pay a contractual penalty of 5 euros. If the changed ticket is cheaper than the original ticket, Tallink will compensate the passenger for the difference by deducting the above-mentioned contractual penalty;

3) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 48 hours to 45 minutes before departure, also when the ticket has been already checked in, the passenger shall pay a contractual penalty of 5 euros and the price difference will not be compensated.

4) The passenger cannot change the direction and/or itinerary, the date and time of departure or the number of passengers less than 45 minutes before departure.

(5) Ticket changing on the Tallinn - Helsinki route is possible under the following conditions:

1) If the Ticket is changed 7 or more days before departure, no Contractual penalty is imposed.

2) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 6 days to 48 hours before departure, the passenger shall pay a contractual penalty of €5. If the changed ticket is cheaper than the original ticket, Tallink will compensate the passenger for the difference by deducting the above-mentioned contractual penalty.

3) If the passenger wishes to change the direction and/or itinerary, the date or time of departure on the ticket 48 hours to 45 minutes before departure, also when the ticket has been already checked in, the passenger shall pay a contractual penalty of €5 and the price difference will not be compensated.

4) The passenger cannot change the direction and/or itinerary, the date and time of departure or the number of passengers less than 45 minutes before departure.

5) The Business Lounge class ticket is not subject to a Contractual penalty and the Ticket can be changed until the end of the registration.

(6) If the Ticket is changed with regard to cabin services less than 48 hours before departure, the cost of cabin services will be withheld as the Contractual penalty.

#### **4. CANCELLING A TICKET**

(1) Tallink will unilaterally cancel an unpaid Booking. Tallink will cancel a Ticket if the passenger has not registered (check-in) the Ticket in Tallink's online environment, via the smartphone application, in the port terminal service desk or in the self-service kiosk before the departure of the trip or if the passenger has no valid travel document. In case of a Day trip or a Cruise, Tallink will cancel the whole trip if the passenger has not registered the Ticket in the port of first departure.

(2) In the event of cancellation of the Ticket, a Contractual penalty is imposed based on these Terms. In case of cancellation of the Ticket, the Ticket price will be returned to the same bank account from which the Ticket was paid for after deducting the Contractual penalty from the price.

(3) The Contractual penalty is applied as follows (except for the Tallinn-Helsinki route):

1. If the Ticket is cancelled more than 21 or more days before departure, a Contractual penalty of €10 will be withheld and the remaining cost of the Ticket refunded.
2. If the Ticket is cancelled 20 to 10 days prior to departure, a Contractual penalty of €10 plus 20% of the cost of the Ticket will be withheld and the remaining cost of the Ticket refunded.
3. If the Ticket is cancelled 9 days to 48 hours before departure, a Contractual penalty of €10 plus 50% of the cost of the Ticket will be withheld and the remaining cost of the Ticket refunded.
- 4.
- 4) If the Ticket is cancelled less than 48 hours before departure, 100% of the cost of the Ticket will be withheld as a Contractual penalty.

(5) The Contractual penalty is applied Tallinn-Helsinki route Ticket as follows:

1. If the Ticket is cancelled more than 7 days before departure, a Contractual penalty of €5 will be withheld and the remaining cost of the Ticket refunded.

2. If the Ticket is cancelled 6 days up to 48 hours before departure, a Contractual penalty of €5 plus 20% of the cost of the Ticket will be withheld and the remaining cost of the Ticket refunded.
3. If the Ticket is cancelled less than 48 hours before departure, 100% of the cost of the Ticket will be withheld as a Contractual penalty.
- 4.

## PART IV: SUBMISSION OF COMPLAINTS

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(1) The passenger has the right to submit a complaint for the action or inactivity of Tallink in any form. If a dispute cannot be settled on the basis of an orally submitted complaint, the passenger shall submit it to Tallink in writing or in a format that can be reproduced in writing.

(2) A complaint can be submitted to Tallink's customer feedback e-mail address, in writing by mail or by filling in the questionnaire-application on the homepage of Tallink.

Estonia: AS Tallink Grupp, Sadama 5/7, 10111 Tallinn, Klienditugi@tallink.ee  
<https://www.tallink.ee/et/tagasiside>

Finland: Tallink Silja Oy, PL 100, 00181 Helsinki, <http://tallinksilja-fi.custhelp.com/>

Latvia: AS Tallink Latvija, Eksporta iela 3a, LV-1010, Riga, Latvia, <http://tallinksilja-lv.custhelp.com/>

Sweden: Tallink Silja AB, Att: Kundrelationer Box 27295 102 53 Stockholm  
kundrelationer.swe@tallinksilja.com, <http://tallinksilja-sv.custhelp.com/>

Internationally: AS Tallink Grupp, Sadama 5/7, 10111  
Tallinn [international.sales@tallinksilja.com](mailto:international.sales@tallinksilja.com) <http://www.tallinksilja.com/en/web/int/feedback>

(3) The complaint should include at least the following data: - name and contact data of the complainant; - date of submission of the complaint; - description of the deficiency of service; - claim to be submitted.

(4) In case of a financial claim, the relevant expense documents or other relevant documents should be added to the complaint.

(5) Complaints concerning the on-board services provided on the ship must be submitted immediately to the information desk during the trip.

(6) If the passenger has submitted a complaint in writing or in a format that can be reproduced in writing, Tallink shall confirm the receipt of the complaint in the same format.

(7) Generally, a complaint is solved within 2 months of the receipt of the complaint by Tallink, at the latest. Complaints, the solving of which requires special control and/or other special operations, shall be settled pursuant to the due dates stipulated in the legislation.

(8) Tallink is obliged to notify the passenger of the course of settling the complaint and a justified need to extend the due dates.

## PART V: CARRIAGE OF PASSENGERS WITH VEHICLES ON THE MUUGA-VUOSAARI ROUTE

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(1) Establish in connection with the carriage of passengers with vehicles between Muuga Harbour and Vuosaari Harbour (hereinafter "on the Muuga-Vuosaari route") that boat trips taking place on the Muuga-Vuosaari route are subject to the "Travel terms and conditions of AS Tallink Grupp" approved by AS Tallink Grupp on 15 January 2019 together with the specifications set out in the following clause.

(2) Supplement the "Travel terms and conditions of AS Tallink Grupp" approved by the management board of AS Tallink Grupp on 15 January 2019 with a new part V in the following wording: "V. Travel terms and conditions on the Muuga-Vuosaari route

1. Boarding passes for a ship travelling on the Muuga-Vuosaari route must be kept until leaving the territory of Muuga or Vuosaari Harbour.
2. Check-in of passengers with vehicles for a ship travelling on the Muuga-Vuosaari route is closed 45 minutes before the departure of the ship.
3. After check-in, passengers with vehicles must be present in the vehicle waiting area 45 minutes before the departure of the ship.
4. Provision of service to disabled persons and persons with reduced mobility cannot be guaranteed on a ship travelling on the Muuga-Vuosaari route.
5. There is no carriage of pets on a ship travelling on the Muuga-Vuosaari route.
6. Tickets are booked for a ship travelling on the Muuga-Vuosaari route and payment is made according to the procedure set out in the Travel Terms and Conditions.
7. Upon changing the Ticket for a ship travelling on the Muuga-Vuosaari route, the terms and conditions for changing tickets applicable on a ship travelling on the Tallinn-Helsinki route set out in the Travel Terms and Conditions (part III, subsection 3 (5)) shall apply.
8. Upon cancelling the Ticket for a ship travelling on the Muuga-Vuosaari route, the terms and conditions for cancellation applicable on a ship travelling on the Tallinn-Helsinki route set out in the Travel Terms and Conditions (part III, subsection 4 (5)) shall apply.
9. Only passengers with vehicles are carried on ships travelling on the Muuga-Vuosaari route. There is no carriage of passengers travelling on foot.