

SNCM

TERMS AND CONDITIONS OF SALE

RESERVATION - PURCHASE - AMENDMENT - LOSS - CANCELLATION - CLAIM

For distance selling, in accordance with legislation relating to electronic commerce, the customer has the right to a withdrawal period of 24 hours from the conclusion of the sale. This right to withdraw is applicable up to 72 hours before the departure of the outbound crossing.

Ticket reservation and purchase

At the time of booking, you may be given an option date. Beyond this date, if you have not confirmed your booking it will be automatically cancelled.

You can confirm your booking by paying a deposit of at least 20% of the value of the booking excluding taxes and in return you will receive a booking voucher; the balance is to be paid within the given time frame. A customer document and, depending on the network, a ticket are then issued, the terms and conditions of which are detailed in this document.

If the balance of the booking is not paid within the specified time frame, the booking on all the networks, including Corsica and Sardinia, is cancelled and the deposit paid is converted into a **credit note less 5% of fees calculated on the basis of the total value of the booking excluding taxes**. This credit note is **valid for one year from the date of its creation**. It can be used within this period to pay for a new purchase for an equivalent destination. **The credit note is non-refundable**.

The fares indicated when the deposit is paid may be modified when the balance is paid.

Some fares must be paid for in full immediately (without option, or deposit).

A fuel supplement per passenger, per vehicle and per crossing may be requested depending on the change in fuel prices.

Directive 98 /41/EC - art .5. International maritime safety regulations require the following information to be gathered when the definitive ticket is issued: surname, first name, gender (male or female) age group.

When you make your booking we will ask you for a telephone number (preferably a mobile telephone number) to enable us to contact you, insofar as possible, to inform you of any disruption to traffic.

If you are eligible for a **reduction** you are asked to make it known before paying the balance. Afterwards, no refunds or price reductions can be made. You must provide **proof** of your eligibility for a reduction and a form of identification when embarking. If no proof can be provided the fare will be adjusted accordingly.

On all routes: bookings and tickets are valid for one year from the date of the 1st payment (whether a deposit or full payment has been made). The crossings must be made during the period of validity of the booking (the date of the return crossing for some special fares may be subject to certain time limits). Beyond their period of validity, the bookings and tickets may not be the subject of any modification, refund or claim.

Travel documents: In addition to the terms and conditions of sale and carriage, **customers are given:**
- **on the Corsica and Sardinia routes**, a customer document with the booking number which includes all the details concerning the trip and the fare.

- **on the Algeria and Tunisia routes**, 1 ticket per journey is issued, which must be exchanged at embarkation for the boarding pass, and a customer confirmation document containing all the details of the trip and the fare. This document must be kept safe by the passenger and will need to be shown whenever requested and in the event of any claims.

In the event of a return journey, after the embarkation controls for the outbound journey, the **RETURN ticket** must be retained by the customer.

Amendment - All routes

If you need to amend, after the first payment has been made, one or more of the following elements - dates, ports, boats, special fares, you will be asked to pay amendment fees as set out below (in addition to the price readjustment).

- **up until the day before departure,**

- ➔ amendment fees equivalent to **2%** percent (if full fare), 5% (if reduced fare) of the amount of the booking before taxes up to a maximum amount per journey of €10 per passenger and €20 per vehicle.

(10% for Prima Corsa fares on the Corsica route)

- ***the day of departure and later***

- ➔ amendment fees equivalent to 10% of the amount of the booking before tax up to a maximum per journey of €20 per passenger and €40 per vehicle.

The amendment fees may vary depending on the promotional fare applied.

The amendment fees paid when your booking is amended are not refunded if you subsequently cancel the booking.

Revalidation fees in Europe: €10 per person, per vehicle and per crossing up to a maximum of €100 per booking.

For the revalidation in Europe of tickets issued in North Africa in non-convertible currencies, the difference in fares will be calculated on the basis of the current exchange rate.

Cancellation of your trip - Refund:

If you need to cancel your trip, either partially or completely, **contact the agency which made your bookings as soon as possible** and before the scheduled departure in order to cancel your bookings and to request a refund.

For a refund or exchange, the ticket for the journey in question must be shown for North Africa routes.

Refund terms and conditions on the Corsica and Sardinia routes

If part of the booking has been paid for in the form of a deposit: If you cancel your trip

- Up to 45 days before departure: cancellation charge of 10% of the cost of the booking excluding taxes
- between 45 to 30 days before departure: cancellation charge of 15% of the cost of the booking excluding taxes
- fewer than 30 days before departure: the amount paid is no longer refundable, it is converted into a credit note less a 5% cancellation charge calculated on the basis of the value of the booking before taxes.

This credit note is non-refundable.

If the booking has been paid for in full: If you cancel your trip

- more than 3 days before departure: cancellation charge corresponding to 15% of the value of the booking before tax with a minimum of 10 euros per person per vehicle and per crossing
- from 3 days up to the day before departure: cancellation charge corresponding to 40% of the value of the booking before taxes.

- the day of departure or after departure: cancellation charge corresponding to 100% of the value of the booking before taxes.

Towing vehicles: In the event of the “partial” non embarkation of the tow vehicle or the towed vehicle, no amendment or refund (with the exception of taxes) will be granted. We advise you to make any changes at the latest the day before departure.

Refund terms and conditions on the North Africa routes

If part of the booking has been paid for in the form of a deposit: If you cancel your trip

- Up to 45 days before departure: cancellation charge of 10% of the cost of the booking excluding taxes
- fewer than 45 days before departure: the amount paid is no longer refundable, it is converted into a credit note less a 5% cancellation charge calculated on the basis of the value of the booking before taxes.
(This credit note is non-refundable).

If the booking has been paid for in full: If you cancel your trip

- more than 3 days before departure: cancellation charge corresponding to 10% of the value of the booking before tax
- from 3 days up to the day before departure: cancellation charge corresponding to 30% of the value of the booking before taxes.
- the day of departure or after departure: cancellation charge corresponding to 100% of the value of the booking before taxes.

In the event of the “partial” non embarkation of passengers or the tow vehicle or the towed vehicle, no amendment or refund (with the exception of taxes) will be made. We advise you to make any changes at the latest the day before departure.

Please note, certain tickets issued at special fares are subject to restrictions with regard to amendments, cancellation and refunds. The terms and conditions are available from all our sales points

“Trip cancellation”, “Luggage”, “Assistance” multi-risk insurance may be offered when you purchase any return ticket.

Loss of your ticket on the North Africa routes: In the event of the loss or theft of your ticket,

- you must inform the agency which issued your ticket or the nearest SNCM/CTN/ENTMV agency as soon as possible.
- no duplicate ticket will be issued; if it is lost, stolen or otherwise mislaid a new ticket must be purchased,
- on your request, it may be refunded after its validity has expired. The refund will be made after checks have been carried out to ensure that the ticket has not been used including on represented companies of North Africa.
- if no new ticket is bought and if the trip is not cancelled before the departure, only the taxes will be refunded if not used.

Claims:

Only claims received during the period of validity of the bookings will be processed. In the event of a dispute, you will be asked to show the tickets or customer documents as well as the originals of the boarding passes.

Any claims relating to charges for vehicles must be made before boarding, no refund will be granted after departure.

TRANSPORT OF MINORS, PREGNANT WOMEN AND PASSENGERS REQUIRING SPECIAL ASSISTANCE

* **Minors:** The Company will not transport unaccompanied minors under the age of 16. However, on the request of the parents or legal guardians, minors aged 14 or 15 may travel alone, on condition that the parents or legal guardians sign, at the time of boarding, the “Unaccompanied minor travel authorisation” form, to exempt the Company from any liability.

Consequently, the Company shall not be held responsible for any reason whatsoever, if, despite the measures above, an unaccompanied minor is registered on one of our crossings.

* **Pregnant women** may travel by sea up until the beginning of the 7th month of pregnancy, on the condition that they can show a medical certificate authorising the journey.

* **Passengers requiring specific assistance** during the journey (respiratory problems, reduced mobility, visually impaired, etc) are invited to make this known at the time of booking and boarding.

TRANSPORT OF ANIMALS

The importation of animals is subject to special regulations. For pets (regulation EC no. 998/2003 and ministerial decree of 19th July 2002): a health certificate and proof of up-to-date vaccinations must be shown.

In accordance with current law category 1, 2 and 3 dogs must wear a muzzle.

1st category dogs are not allowed in public areas including the kennels and must therefore travel on the Corsica and Sardinia crossings in their owners’ vehicles and under their owners’ full responsibility. Dogs are not allowed on the Algeria and Tunisia routes, due to the length of the crossing.

Importation of animal-based food products (regulations EC no. 745/2004 and EC no. 136/2004): the importation of fresh meats, meat-, milk- and dairy-based products is prohibited

We advise you to contact the relevant health and veterinary authorities to find out about the regulations in force in the countries of departure and arrival.

EMBARKATION

The latest check-in and boarding times are shown on the customer documents and on the tickets.

Embarkation formalities: in addition to the ticket,

On the Corsica routes: SNCM and its representatives reserve the right to check your identity papers, vehicle registration documents and documents to prove your eligibility for a reduction. *Identity checks are carried out.*

On international lines: the presentation of identity papers, vehicle registration documents is obligatory. Proof of eligibility for fare reductions will be requested.

In order to **enter Tunisia and Algeria**, European Union nationals, **MUST** show a **valid passport*** and/or VISA. If entry is refused, the passengers concerned must return at their own expense, without being able to claim a refund for the outward journey.

* (including for children unless they are included on the passport of one of the parents making the journey)

Important: temporary or permanent restrictions as well as **specific formalities** are sometimes applicable to entry to North African countries and Europe (formalities applicable to passengers, their vehicles, their luggage, goods and pets); they may be amended at any time by the authorities, and consequently, SNCM strongly advises you to contact the relevant consulates and embassies before any departure.

Boarding pass: a boarding pass for each passenger, each vehicle, each additional service is issued at check-in on the day of departure.

It enables passengers to board the boat and access the garage and additional services and must be shown by the passenger.

If the pass is lost, stolen or otherwise mislaid, **the passenger must pay the fare again.**

This pass must be kept on board and after the end of the journey and must be shown whenever requested or when making any claim.

At embarkation, on all our routes, **any booking with payment anomalies** or which **does not comply with the regulations** in force will be **readjusted** (payment of the difference in price) and **amendment fees** of €10 per person per vehicle and per crossing will be charged.

Algeria and Tunisia routes: embarkation of vehicles

The embarkation on car ferries of passenger vehicles over 1.80 m high and utility vehicles over 2.30 m high due to a load on the roof rack or the presence of a roof box is authorised subject to available spaces, after payment of a surcharge (the amount and implementation dates of which are shown in the timetable booklets) and after the formal agreement of the captains.

ON BOARD

Please note that there is not always a doctor present on board the boats.

We inform you that all our boats are non-smoking (decree no. 2006 - 1386 of 15/11/ 2006) with the exception of the outside decks as indicated.

Children under 6 should not sleep on the top bunk (decree of 19/08/95).

With the exception of the luggage remaining in the vehicles, all other bags and luggage must be marked with the full name of the passenger.

On all our routes you can travel in sleeping accommodation (cabins or compartments), seats or without accommodation. The sleeping accommodation is sold:

- either on the basis of exclusive occupation: you have a private cabin, which only people from your family can access, including your children without accommodation,
- or on a non-exclusive basis: people of the same sex other than your family members may share your cabin. In this case, your children without accommodation are not allowed to use your accommodation. We cannot guarantee to group your family together in the same cabin.

When you reserve a seat you are allocated a chair in a lounge.

By travelling without accommodation, you can use the seats and benches situated in the boat's communal areas.

Only passengers with a firm booking for the boat's destination and in possession of their boarding pass will be authorised to board this same boat.

Any change of accommodation made on board will be calculated on the basis of the full cost of the accommodation.

Only **LPG vehicles** equipped with a **safety valve** will be allowed to board the boats.

TERMS AND CONDITIONS OF CARRIAGE

PASSENGERS - ART. 1 - This contract is governed by the amended law of 18th June 1966 and its implementation decrees, but only in the cases and within the limits where these legal texts are obligatory for the parties and in addition by the terms and conditions outlined below.

ART. 2 - This ticket is personal and cannot be transferred - Whatever the date of issuance of this ticket, it is expressly agreed that the price of the crossing will be calculated according to the prices in force on the day of use. Consequently, the bearer of this ticket formally undertakes to pay, in the event of an increase in the fare, the difference in price before embarkation - the price of the crossing must be paid in any event. This ticket is valid only for the departure indicated. If there is no departure date indicated, it can only be used during the year following the date it is issued and depending on available places. After this period, it becomes void and cannot even be refunded.

ART. 3 - Passengers undertake to comply in all cases with the regulations established by the Company on board its boats - They only have access to the areas corresponding to the class indicated on their ticket unless they have the authorisation of the Purser. Any person who violates this rule must pay a supplement corresponding to the price of the higher class without prejudice to any legal proceedings.

ART. 4 - The Company reserves the right to use an alternative boat to the one scheduled for the departure. The fare for the boat operated will be applied whether it is higher or lower than the fare originally given, the passenger must pay the supplement or will receive the refund depending on the price difference.

ART. 5. - Each adult passenger has a baggage allowance of 60 kg in cabin class (40 kg per child) and 30 kg in economy class (20 kg per child) on Algeria routes (ENTMV), 60 kg per adult, 40 kg per child in the single class on the Algeria and Tunisia routes, 30 kg in all classes on the other routes. The excess is charged according to the Company's rates. Luggage must be checked in before boarding by the Company's agencies. Unclaimed baggage at the boat's arrival will remain at the port, at the expense and the risk of its owners. Passengers undertake to write on each item of luggage their name and destination on visible labels and in indelible ink.

ART. 6 - Passengers undertake not to take as luggage objects other than their own personal belongings, notably goods. Any person contravening this rule must pay freight charges and neither the captain nor the company will be held liable for loss or damage.

ART. 7 - Any passenger who has loaded or placed in his/her luggage inflammable, explosive or dangerous goods, such as matches, powder, cartridges, films, fire crackers, etc., or objects whose importation is prohibited, or which do not comply with the laws and regulations of customs or police will be held liable with regard to the Company or any other transporter for any damage and expenditure which may result from their embarkation without prejudice to the penalties enacted by French and foreign laws.

ART. 8. - The Company will not be held responsible for luggage and objects which have not been checked in by passengers, nor for money, securities, jewellery and other valuable objects, if they have not been declared and a charge paid in accordance with their value when given in exchange for a receipt to the Captain. Any declaration of value will only be accepted by the carrier if preceded by an inventory of the content and in exchange for a payment of a tax of 1% of the declared value.

ART. 9. - In the event where the Company is entrusted with the transport of luggage for a period before embarkation or after disembarkation, it is expressly agreed that it acts as an agent on behalf of the owners of the luggage and its responsibility does not replace that of the carriers employed. In all cases, the Company's responsibility for the luggage begins at embarkation and ends at disembarkation.

ART. 10. - The Company does not undertake to deliver checked-in luggage outside the normal working hours of customs services. No claim for delay in handing over luggage will be accepted. The Company reserves the right to load the luggage on the scheduled boat or on one of the next two boats, without giving any prior notice to the passengers.

ART. 11 - The Captain and the Company are not liable for diversions, amendments to or cancellations of services or delays in the departure or arrival of the boat, nor for missed arrivals, departures or connections of boats and trains, nor for cases of quarantine, the costs for accommodation, food and other outlays being - in this hypothesis - at the expense of the passengers. In particular, the Captain and the Company cannot be held liable for any delay with respect to the fulfilment of the transport contract, nor for its non-fulfilment, nor for all the consequences which may arise from damages, adverse weather conditions, shutdown, civil or foreign war, general or partial strike action, coalitions of employers, workers, officers, seamen or employees of any sort whether they are employed by the Company or not, nor for the lay-up or the partial or total stoppage of the Company's boats due to general or partial lock-out, whatever the

proponents: they disclaim, therefore, all responsibility for the consequences of these irregularities in, interruptions to or cancellations of the service and any resulting costs and risks will be borne by the passengers.

ART. 12. - The Captain is permitted to tow, to provide assistance to boats in all circumstances, to re-route, to carry out any rescue operations and any trans-shipments, the passengers waiving any claim on this count.

ART. 13. - For personal injury caused to passengers either on board, or during embarkation or disembarkation operations, as well as for any loss of or damage to passengers' baggage, the Company may only be held liable by the passengers themselves or their dependents in the conditions and limits fixed by the amended French law of 18th June 1966 and its implementation decrees governing the liability of sea carriers.

ART. 14. - Live animals, which are excluded from the passenger areas, are accepted with no guarantee with regard to loss, illness or death and the Company therefore shall not be held liable for any damage whatsoever, which may occur during transportation by sea.

ART. 15. - For any personal injury the passenger must set out his/her reservations to the Company by registered mail with proof of receipt, at the latest 15 days after disembarking. If the passenger does not set out his/her reservations within this time, he/she will be presumed, unless proven otherwise, to have disembarked safe and sound.

VEHICLES. - This contract is governed by the amended law of 18th June 1966 and its implementation decrees, by the International Convention of Brussels of 25th August 1924, but only in the cases and within the limits where these texts are obligatory for the parties. Vehicles are transported without any guarantee that the carriage will be performed within a specific period. The dates of the boat's port visits featuring on the Company's timetable or notice are given as an indication. The Company reserves the right to load the vehicles on the scheduled boat or on one of the next two boats, as well on deck without giving any prior notice to the passengers. No damages or interest are owed in the event of the late delivery of the vehicles, nor in the event of grounding due to sea damage.

COMMON PROVISIONS.

a) All limitations, exonerations and conditions of this contract concerning the liability of the carrier, also apply, if relevant, to the liability of its agents, its boats, its employees and other representatives as well as to the liability where it arises, of the owners, agents, employees and other representatives of any substitute boat.

b) The illegality or invalidity of any clause, paragraph or condition whatsoever of this contract, will not affect or invalidate any other paragraph or condition of the said contract.

c) The Court having jurisdiction for any difficulties which may arise from the execution of this contract, is the commercial or civil court of Marseille, or of any other port of execution of this service.

IMPORTANT. - When this ticket is used to the benefit of a carrier other than S.N.C.M., the terms and conditions of Carriage are those of the carrier concerned, which the passenger declares to be aware of and to accept, S.N.C.M. acts, in this case only as the representative of the actual carrier.