

La Méridionale terms and conditions of sale

TICKET RESERVATION AND PURCHASE

Directive 98/41/CE - 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.

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 a ticket are then issued, the terms and conditions of which are specified in this document.

If the balance of the booking is not paid within the specified time frame, the booking 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).

The 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.

Passengers eligible for a reduction are invited to make this known before the ticket is collected. Afterwards, no refunds or price reductions can be made. They must provide proof of their eligibility for a reduction and a form of identification when embarking. If no proof can be provided the fare will be adjusted accordingly.

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

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 (applicable up to 72 hours before the departure of the outbound crossing).

AMENDMENTS TO PASSENGER AND VEHICLE PLACES

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% (if full fare), 5% (if reduced fare) of the amount of the booking before tax up to a maximum amount per journey of €10 per passenger and €20 per vehicle.

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

- 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 collected when your booking is amended are not refunded if you subsequently cancel the booking.

The promotional offers and sea crossing + accommodation packages are subject to specific terms and conditions available for consultation from our agencies.

CANCELLATION OF PASSENGER AND VEHICLE PLACES

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.

Refund terms and conditions:

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

- Up to 45 days from 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 according to 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: if either the tow vehicle or towed vehicle does not board the boat, no modification or refund (with the exception of taxes) will be granted. We advise you to make any changes at the latest the day before departure.

The promotional offers and sea crossing + accommodation packages are subject to specific terms and conditions available for consultation at our agencies.

Some tickets at promotional prices cannot be modified or refunded.

MULTI-RISK INSURANCE

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

To find out the full terms and conditions, contact our agencies on **0 810 20 13 20** (local call rate). Information and agency sales.

LATEST BOARDING TIME

- Passengers with vehicle: the latest check-in time is shown on the ticket. Note: beyond this time boarding is not guaranteed.

- Foot passengers: Foot passengers must check in at the latest 30 minutes before the departure time. Note: beyond this time boarding is not guaranteed. There are no tickets for sale on board the boats: customers who arrive late will only be authorised to board the boats if they have already paid for their trip and can show a ticket.

BOARDING

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 presented by the passenger when boarding. 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. If the pass is lost, stolen or otherwise mislaid, the passenger must buy a new ticket.

The Company and its representatives may need to check the identity papers of all passengers, including children, the vehicle registration papers, and any proof of eligibility for a reduced fare.

When boarding, 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 price difference) and amendment fees will be charged.

Please note: fares cannot be readjusted after departure. Any claims relating to charges for vehicles must be made before boarding, no refund will be granted after departure. Vehicles higher than 1.80m will be refused boarding if their height has not been declared and recorded at the time of booking. For LPG vehicles, only vehicles equipped with a safety valve will be allowed to board the boats.

TRANSPORT OF MINORS, PREGNANT WOMEN AND PASSENGERS REQUIRING ASSISTANCE

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. If this document cannot be shown, boarding will be denied.

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 travel.

Passengers requiring special 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

Live animals are not allowed in the passenger areas. They must be placed in the kennel or in their owners' vehicles.

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.

The Company is not responsible for the health of any animals transported.

The importation of pets is subject to regulation EC no. 998/2003. All animals must have a health certificate: ministerial decree of 19th July 2002.

IMPORTATION OF ANIMAL-BASED FOOD PRODUCTS

The importation of animal-based food products is subject to regulations EC no. 745-2004 and EC no. 136/2004. The importation of fresh meats, meat-, milk- and dairy-based products is prohibited. For more information contact the appropriate health and veterinary services.

ON BOARD

The type of accommodation is indicated by a 3 or 4 character code on the ticket, and the cabin number will be written on the boarding pass on the day of departure. Children under 6 should not sleep on the top bunk (decree of 19/08/95). Any change of accommodation made on board will be calculated on the basis of the full cost of the accommodation.

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.

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

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.

LOST PROPERTY

If any objects are left on board, please inform the Passenger department as soon as possible by telephone on 0 810 20 13 20 (local call) specifying the crossing, the place or the cabin number. A search will be made on board.

CUSTOMER SERVICE

If you have any specific comments, please write to **La Méridionale / Service Réclamation / BP 62345 / 13213 Marseille Cedex 02**. You can also use the contact form in the "Contact Us" section on our website www.lameridionale.fr. Tickets and boarding cards must be retained as they will be requested in the event of any dispute. No refund will be made unless the original documents are sent. Claims must be made within a maximum of 3 months after the date of the journey. Suggestions can be made using the satisfaction form which can be found in every cabin.

All the terms and conditions are understood to be subject to availability.

La Méridionale 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 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 without this change giving right to any compensation. **ART. 5** - Passengers undertake not to load as luggage objects other than those which are the passengers' personal belongings, in particular goods. **ART. 6** - 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 carrier for any damages and costs which may result from their embarkation without prejudice to the penalties enacted by French and foreign laws. **ART. 7** - 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, all resulting 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. 8** - The Captain is permitted to tow, to provide assistance to boats in all circumstances, to re-route, to carry out any rescue operation and any trans-shipments, the passengers waiving any claim on this count. **ART. 9** - The Company disclaims all responsibility for passengers' luggage or objects, as well as money, securities, jewellery and other valuable objects. **ART. 10** - For personal injury caused to passengers either on board, or during boarding or disembarkation, as well as for any loss 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. 11** - 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 otherwise proven, to have disembarked safe and sound. **ART. 12** - Live animals are excluded from the passenger areas and are

accepted, in the kennel or in their owners' vehicles only, 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 while carried by sea. **ART. 13** - The Captain reserves the right to refuse embarkation to any person who may disrupt the safety and tranquillity of the boat (for example: a person under the influence of alcohol or drugs).

SAFETY

In accordance with safety measures (ISPS CODE and Decree of 4th June 2008), passengers must, as required, agree to the following procedures:

- Ticket inspection. To be able to show a document proving their identity, and to accept that an attempt to establish the match between this document and themselves is carried out.
- Screening of the passengers, their luggage, vehicles and goods they are transporting
- Declaration of the following articles: fire arms, explosives, incendiary devices, articles of which the possession, carrying and transport is prohibited by French or European community maritime law or due to an international maritime agreement in force of which France is an interested party. The transport of these articles is then subject to the authorisation of the Captain and entrusted to his keeping for the duration of the crossing.

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 amended by the protocols of 1968 and 1979, 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 sailing or on one of the next two sailings, 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, or 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, where 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, even in the event of third party appeals or multiple respondents or consolidated litigations, the Court of Appeal of Marseille. The passenger declares to have agreed to this jurisdiction and will refrain from bringing legal action against the Company through any other court.

IMPORTANT

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