



## **TERMS AND CONDITIONS OF THE CARRIAGE CONTRACT**

These terms and conditions are at the disposal of interested parties at all points of sale, port facilities and on the Company's website. ([www.trasmediterranea.es](http://www.trasmediterranea.es)).

1. Tickets are personal and non-transferable. The passenger is responsible for the veracity of the information supplied to obtain the ticket, which appears thereon. Only those in possession of a ticket and boarding card shall be allowed to board.

2. All passengers must be in possession of the documentation required by current applicable regulations. They may be requested to produce it by Company personnel in order to verify compliance with said regulations.

### **3. Boarding deadline.**

The deadline for acceptance of embarkation is the minimum time before the official sailing time stated on the ticket, by which time the passenger and/or vehicle must have been allowed to embark, have checked in their luggage and be in possession of the boarding card. After this deadline, boarding shall be closed. The carrier accepts no responsibility whatsoever in the event that a passenger and/or vehicle is not allowed to board when boarding is closed.

**THE BOARDING DEADLINE IS: PASSENGERS: 30 MINUTES (except for express boarding - 15 minutes) AND VEHICLES: 60 MINUTES (except for express boarding: 30 minutes).**

4. Cabin passengers have the right to carry up to 40 kg of luggage for personal use and up to 20kg on seats. Any amount above these limits will be charged extra, up to a maximum of 75 kg in cabins and 30 kg for seat passengers.

Baggage allowance: Cabin: 40 kg; seat passengers: 20 kg.

The Company accepts no responsibility for any items of jewellery, accessories, money or other valuable belongings of passengers that have not been entrusted to the Captain for safekeeping. It is strictly forbidden to bring on board any illicit merchandise or hazardous goods (see warnings at the end of this document).

5. The Company will not accept any claim if it is not accompanied by the relevant travel ticket used by the passenger. Claims for damage to or loss of checked-in baggage must be formally made in writing to the Company or its Agent when they are handed over or when should have been handed over.

6. Times and itineraries are subject to change arising from unforeseen events or *force majeure*. In such cases, the Company will take all reasonable measures within its control to inform the affected passengers of such changes.

7. When necessary, the carrier may use a replacement carrier or other vessel(s).

8. Any exclusion of limitation of the carrier's responsibility shall apply and benefit its agents, employees and representatives and any person or entity whose vessel is used by the carrier for the transportation and its agents, employees and representatives.

9. No employee, agent or representative of the carrier may modify or waive any of the conditions of this contract.

10. To exercise actions arising from the maritime transport contract in international routes, the applicable jurisdiction shall be Courts and Tribunals resulting from the application of the 1974 Athens Convention and/or any instruments that amend it, and cabotage on domestic coastal navigation routes, the relevant jurisdiction shall be the one resulting from the application of the Law of Civil Procedure in force.

11. The carrier has an insurance policy that covers the transportation, subject to the conditions of Mandatory Travellers' Insurance.

12. The transportation of vehicles covered by this ticket is carried out in accordance with regulations currently in force in this matter and by the International Agreements signed by Spain, but these do not count towards the mass of the general average if such an event should materialise.

13. In accordance with the conditions applicable by law, the transportation of domestic animals shall be allowed exclusively in the spaces allocated for this purpose in the vessels, except in the case of the visually impaired, who may be accompanied by their guide dogs, subject to the specific regulations. The passenger must be in possession of the animal's certificates as stipulated by the Health Authorities. The owners shall be responsible for looking after their animals while they are on board. The relevant regulations are available for consultation at our Offices and Port Facilities.

#### **14. CONDITIONS FOR THE CANCELLATION OF TICKET BOOKINGS.**

##### **- Express boarding.**

The cancellation or postponement by a passenger of the booking or ticket issued for a specific date shall be subject to a penalty of 10% of the price of the ticket if the cancellation is made between 30 days and 48 hours prior to the sailing time and 20% within the 48 hours prior to the ship's departure, up to 2 hours prior thereto.

A ticket cancellation after the above time limits have expired shall mean that the entire amount shall be forfeit.

**- Conventional services (all those except for express boarding)**

The cancellation or postponement by a passenger of the booking or ticket issued for a specific date shall be subject to a penalty of 10% of the price of the ticket if the cancellation is made between 30 days and 10 days prior to the departure time and 20% between 9 days and 2 days prior to the ship's departure. A ticket cancellation after the above time limits have expired shall mean that the entire amount shall be forfeit.

In the event that a passenger decides to bring forward their departure date/time, the ticket that has been issued can be cancelled, free of charge, and the passenger must obtain a new berth in the same or higher class of accommodation to the one he or she previously had, paying the difference, where applicable.

**Open Tickets:**

Changing a CLOSED ticket to an OPEN ticket shall be deemed a cancellation of the departure.

Changing an OPEN ticket to a CLOSED ticket shall be deemed a bringing forward of the departure.

The cancellation of an OPEN ticket shall entail no penalty whatsoever.

Tickets issued as OPEN shall be valid for one year from the date of issue, their use being subject to availability in view of prior bookings.

**- Tickets issued at special rates.**

There are special rates subject to specific conditions. In these cases, the cancellation penalty shall be consistent with the conditions of the rate applied which, in some cases, may mean forfeiting the full amount of the ticket.

**15. TICKET REFUNDS. -**

To obtain a refund of a ticket issued by a Transmediterránea office, the interested party will need to contact any of the Company's offices. Tickets issued by Travel Agencies shall be refunded directly by the agency. A refund, in either case, shall be made according to the form of payment of the ticket. Issuance expenses shall be non-refundable in all cases.

**WARNINGS**

**HAZARDOUS ITEMS IN BAGGAGE AND/OR IN THE VEHICLE**

THE FOLLOWING ITEMS MUST NOT BE CONTAINED FOR SAFETY REASONS in checked baggage, in hand luggage or in baggage transported in a passenger's vehicle:

- Security wallets or briefcases fitted with alarm systems.
- Explosives, ammunition, pyrotechnic items (fireworks etc.) or flares.

- Gases (flammable, non-flammable, intensely refrigerated or poisonous) such as camping gas, oxygen, propane and butane.
- Flammable liquids such as fuels, paint or solvents.
- Flammable solids, such as easily ignited items, substances subject to spontaneous combustion, or substances that emit flammable gases on contact with water.
- Oxidising substances, such as caustic soda or peroxides.
- Radioactive materials.
- Certain restrictions also apply to medicines, toiletries, dry ice oxygen bottles or carbon dioxide for medical use, or ammunition for hunting weapons.
- Alcoholic beverages that are brought on board will be confiscated until arrival at the port.

### **SECURITY CHECKS**

At ports, security checks of the passage, your luggage and your vehicle may be carried out before embarking, with the consequent removal of sharp objects or items of any kind that could be considered dangerous objects.

To avoid possible inconvenience, it is advisable not to carry these objects.

### **NO SMOKING**

In accordance with the legal provisions, it is expressly forbidden to smoke outside the areas reserved for that purpose on board the vessel, and infringements will be subject to a penalty in accordance with the provisions of said laws and regulations.