# **Terms & Conditions**

Before confirming your booking, you and others included in your booking must read and familiarise yourselves with our Terms and Conditions.

These Conditions apply to all bookings made by a passenger ("you") through Alvina Shipping A/S, a part of Gotlandsbolaget ("us"), or our travel agents or ticket vendors and all carriage of passengers performed by us or our suppliers based of a contract for the carriage of passengers, performed by us or our suppliers. This includes a driver who is accompanying a commercial vehicle covered by a contract for the carriage of goods.

If your booking with us includes arrangements provided by third party suppliers that part of your journey will be subject to any relevant terms and conditions of the particular supplier and applicable international conventions.

The ferry services are operated by Alvina Shipping A/S, a subsidiary or branch hereof, or such other suppliers as may be indicated.

In addition to these Conditions, the Convention related to the Carriage of Passengers and their luggage by Sea 1974 as supplemented by any other applicable legislation including, but not limited, to Regulation (EU) No 392/2009 (together referred to as " Athens Convention"), Regulation (EC) No 1177/2010 on the rights of passengers traveling by sea and inland waterway ("Passenger Rights Regulation") and other mandatory laws apply.

The Athens Convention explains when we are liable and limits our liability for the death or personal injury to a passenger and/or loss of or damage to the passenger's luggage and makes special provision for valuables.

The Passenger Rights Regulation also limits our liability in certain circumstances. Please see the Regulations by the following <u>links</u>.

SDR refers to Special Drawing Rights and is defined by the International Monetary Fund. Please see <u>http://imf.org</u> for details.

All limitations, exceptions and conditions herein contained as to the liability of Alvina Shipping A/S will also apply to the liability, if any, of its agents, vessels, employees and other representatives as well as owners.

Please note the Conditions differ depending on type of booking.

**Group booking**: is any booking for 10 passengers or more. This type of booking may have additional terms and conditions that serve as a supplement to these Conditions.

**Package**: is a combination of at least two different types of travel services for the purpose of the same trip if;

1) those services are combined by one trader or

2) if although contracts are concluded with individual travel service providers, those services are purchased from a single point of sale and those services have been selected before the passenger agrees to pay, offered and sold at an inclusive total price and/or advertised or sold under the term "package".

**Other travel arrangements**: any other ferry travel and/or ferry crossing either one-way and/or with a return and Mini cruises. A Mini Cruise is a ferry crossing with an outbound and return journey with two consecutive nights on board.

Please note Mini cruises can only be initiated from the outward destination on the travel document and cannot be used as a one-way journey. The booking will automatically be cancelled if the outward journey is not used.

# Age limitations when travelling

On a ferry crossing young people under the age of 16 years old must be accompanied by a parent or legal guardian. Please note on a Mini Cruise the age limit is 18 years old. When traveling the children or young people under 16 years old cannot sleep in a cabin without a parent or legal guardian in the same cabin.

Children and young people under the age of 18 years old can travel without a parent or legal guardian if they are part of a group with a group leader. There must be at least one group leader for every 10 people under the age of 18.

The group leader must be registered on the same booking as the under-aged passengers and travel with the group. The term "group leader" refers to a person aged 18 or older who is responsible for everyone in the group under the age limit and they must comply with any local requirements regarding parental authority before travelling.

We reserve the right to refer to our normal age limits (16 years for ferry crossing and 18 years for Mini cruise).

# Safety and weather conditions

The health and safety of the ship and all those on board are of paramount importance for Alvina Shipping A/S.

Therefore we are entitled to request, for safety and security reasons, a search of passengers and inspect their luggage both at the terminal and on board the ship.

Due to weather conditions including but not limited to strong winds, high seas, strong currents, hurricanes, ice situations, extremely high or low water levels, tornadoes and floods (hereafter "weather conditions") that brings the safe operation of the ship in danger cancellations and/or delays can occur.

Other extraordinary circumstances that could affect the safe operation of the ship which neither we nor our suppliers could have reasonably foreseen include but are not limited to war, the threat of war, terrorism, fire, industrial disputes, natural disasters and nuclear disaster (hereafter referred as "force majeure events").

We recommend you contact our customer service for sailing information in this circumstance or visit our website at least 24 hours before departure to ascertain no circumstances have occurred that may or will affect your journey.

## Pregnancy

It is not recommended pregnant women who are in week 34 or more travel with us. We are after this date due to safety reasons entitled to ask for prove of medical certificate showing fitness to travel.

Please be aware we have no doctor or medical personnel on board.

Therefore we also recommend pregnant passengers have travel insurance that provides cover in case of complications. It is your responsibility to ensure whether you are covered in your travel insurance for such circumstances so late in the period of the pregnancy. Alvina Shipping A/S do not assume responsibility for this.

## Persons with disability or reduced mobility

If you or someone you are making a booking for is disabled, has reduced mobility or has other physical challenges that may make travel more difficult than it is for others, we would like to welcome you our customer and offer you our best possible assistance. For us to provide the best assistance possible, it is very important that you follow the rules set out below:

**When making the booking**: We need to know any needs of disabled or mobility-impaired persons regarding special needs or assistance prior to or at the time of booking or when prepurchasing a ticket.

This includes any special needs in terms of accommodation, seating or other necessary services and/or the need to bring medical equipment, provided that the need is known at the time of booking or at the time of ticket purchase.

Notice may be given in accordance with this section to the travel agent or tour operator where the ticket was purchased.

You will subsequently receive confirmation that we have received your request for assistance. If this confirmation is not received, it is your responsibility to contact us, otherwise we cannot guarantee that the equipment and/or services requested are available.

**Assistance in the terminals and onboard ships:** subject to the conditions set out below we both in terminals including embarkation and disembarkation and on board the ships will within our respective areas of competence provide the needed assistance free of charge as specified in the Passenger Rights Regulation (annexes II and III).

**Conditions for assistance**: we must be notified of the passenger's need of assistance at latest 48 hours before the assistance is needed. The passenger in need of assistance must present themselves in at the terminal or the point designated by the personnel at the time stipulated or at latest 60 minutes before the published departure time. If they travel with an assistance dog it can be accommodated together with that person in accordance with applicable national rules on the carriage of recognised assistance dogs on board passenger ships.

In certain circumstances we and travel agents can refuse to accept a booking for a person with disability or reduced mobility if the assistance cannot be provided due to not being able to meet international or national safety requirements and/or where the design of the ship or port infrastructure makes safe operation impossible.

If necessary, we and travel agents may require the disabled person or person with reduced mobility to be accompanied by a service person able to provide the needed assistance required for the journey in its entirety. You would be informed of this necessity immediately and the accompanying person would be carried free of charge.

## Pets on board

Pets can be brought if the rules below are observed. If you are traveling with a pet, this must be stated at the time of booking and prior to travel. Access for pets (except assistance dogs) is not permitted in the ship's passenger areas. It is important that you familiarize yourself with the other conditions for pets on board before booking and departure. You can find the conditions on our website.

Passengers traveling by coach or accompanying a commercial vehicle are not permitted to bring pets unless accepted in writing by us.

Unaccompanied pets will not be accepted.

In some cases, the transport of animals will require the payment of freight costs.

It is your responsibility to comply with applicable regulations for the importation of pets into the country of destination and return to the country of departure and to provide all necessary documents and take any measures, including any required quarantine, to comply with all legal requirements. Otherwise, your pet will not be allowed to travel with you. You are responsible for any fees and charges if you do not follow the applicable rules for traveling with animals, and Alvina Shipping A/S assumes no responsibility if the documentation is incorrect in any way.

# Insurance

Passengers are responsible for incurring and paying any costs for their own personal injury, illness, medical treatment, hospitalization, and repatriation during a stay abroad, etc. during and in connection with the journey.

Please note that there are no doctors on board the ships.

We recommend that you take out suitable travel and accident insurance and other relevant insurance to cover your booking and journey with an official and recognized insurance company. It is your responsibility to ensure that you are covered by relevant and necessary insurance. We recommend that your insurance policies at least cover costs and expenses in the event of personal injury, illness, medical treatment, hospitalization, and repatriation during a stay abroad, as well as cover for lost or damaged luggage (including your car) and any changes to or cancellation of your booking.

Alvina Shipping A/S cannot be held responsible for lack of insurance or insufficient cover or any costs and expenses that you may incur in connection with this.

# Pricing

We have a flexible pricing structure, which means that prices depend on the demand of both the departure date and of how long in advance the booking has been made. The prices will also vary according to the number of travelers, car type and size and choice of accommodation on board as well as type of booking.

We reserve the right to change any fare or other prices before making a booking with us. We recommend choosing the type of booking and fare that suits your needs best and

You should choose the fare that best suits your needs and consider taking out insurance for coverage in case you need to cancel your ticket.

# Passport, visas and health

All passengers, whether adults, children, or young people, must obtain and carry all necessary travel documents, including valid ID, passport, visa, official immigration, and health documents, so that they are able to enter the country and/or countries intended and return to the country of departure.

It is your own responsibility to investigate which rules apply to entry into various countries. We refer to the website of the Ministry of Foreign Affairs.

Failure to provide the required documentation will result in denial of boarding or fines from official authorities. We assume no responsibility for the financial consequences associated with this, and we have the right to have these reimbursed by you if your failure to comply with the above rules causes us a loss and you will not be entitled to a refund.

Alvina shipping A/S assumes no responsibility for passengers who are refused entry to a country by the relevant authorities, regardless of the reason for this. You will be required to reimburse us in full for any fines, repatriation or other costs associated with deportation or detention and all related expenses that we may incur because of your failure to provide the required documentation.

We will register the personal information you provide us in connection with your booking. All registered personal information will be processed in compliance with applicable data protection regulations.

We refer to our privacy policy to see for further information.

If you or someone you are traveling with violates these Conditions or do not comply with our conduct, we can note after a thorough assessment your name on a list of unwanted passengers.

We will store the necessary information (your name, date of birth and passport number) so

that we can avoid subsequent bookings on your part for as long as we consider it appropriate. Your information will not be stored for longer than Necessary.

# Booking

You can book directly with us on our website or by contacting our customer service. When making a booking a service fee must be paid, and you will find information about applicable service fees on our website

You can also book via travel agents or ticket sellers who have a special agreement with us. You are welcome to contact us to confirm whether a particular company is one of our suppliers.

Please note that we need the full name and date of birth of all passengers and in certain cases other identifying information including but not limited to passport number. All names must match the travelers' passports and/or valid photo identification. It is the passenger's responsibility to provide us with correct information. The age of all children must be their age at the time of travel. We will also ask for the postal address, e-mail address and telephone number of the owner of the booking.

Alvina Shipping A/S denies any responsibility regarding the resale of trips, unless it concerns trips that have been sold through one of our suppliers. Thus, if you have bought a resold trip, it will be at your own expense and risk.

Your bookings will only be completed once you have accepted our Travel Conditions. When you have completed your booking, you will be given a booking number, after which the agreement is binding. You will receive the travel confirmation by e-mail. If you need to have it sent to you by letter it must be stated immediately, and you will be responsible for any fees in connection herewith.

Please note that it is your responsibility to check that all information on the travel document is correct. Otherwise, please contact us immediately.

If you are unable to present a travel document containing the correct information (including, but not limited to, your full name) prior to boarding, this may result in you not being allowed to travel with us. We do not accept responsibility for errors or inaccuracies in the travel document if the order is made so close to departure that it is practically impossible for Alvina Shipping A/S to issue a new travel document before arriving on the day of departure. The travel document is your documentation for the journey, and you are asked to bring it with you to the departure terminal in the port. Check-in information will appear on the travel document. It is your responsibility to be at the indicated check-in location at a suitable time. If you do not show up, we will not refund your reservation.

Your booking must be paid at the time of booking, unless it is stated in your order at the time of booking that partial payment can be made, with the balance due before departure. Separate payment conditions may apply if you have booked through a travel agent. Payment can be made via various payment options. Fees for payment by credit card (if applicable) will be disclosed prior to payment. When making a payment to us, please refer to your booking number. Only official payment receipts are valid as proof of payment. Receipt from your account statement (home banking) is not accepted as valid proof of payment. Failure to comply with the payment terms will lead to automatic cancellation of the booking. In the event of an automatic cancellation, you must pay a cancellation fee in accordance with the terms of cancellation. Fully or partially unused parts of the journey are not refunded. If the payment conditions are not respected, we may require cash payment for future bookings or that you present valid proof of payment for the booking. **Group bookings:** When making a group booking unless otherwise agreed in writing, you must pay a minimum deposit of 25% with full payment at least 56 days before departure unless other preexisting agreement.

**Booking on behalf of others**: If you organize a trip for several people and book on their behalf, the following additional obligations will apply to you as a group organizer, regardless of whether you yourself are part of the group or are on the trip:

1. You are considered an agent for all people in the group. You thus declare to us that you have the authority to obligate the individual people in relation to the obligations in these Conditions, as if they themselves had individually booked with us.

2. You assume personal responsibility for checking that the individual: brings all necessary and valid travel documents, and has, where relevant, noted and complied with our requirements for disabled and reduced mobility persons.

3. You undertake to ensure that at the time of booking you can identify the group leader who will be responsible for us and the captain for supervising the individuals and their behaviour.

4. You can fully ensure that all individuals are fully aware of and accept these Conditions and our Privacy Policy.

5. You must (personally) indemnify us for individual group members' non-compliance with these Conditions (including non-payment) or for these people's possible lack of conduct (both adults and children).

6. You have full responsibility for the group. This includes full payment by the individual prior to any travel with us or prior to receiving services from us.

7. You confirm that you are not directly or indirectly involved in the provision of travel services as a business.

**Accommodation**: Accommodation, including cabins, seats, and berths, can only be guaranteed if the journey is booked in advance. If cabins have been booked on crossings at night, all passengers must have a berth (apart from max. 1 child under 4 years per cabin). It is an absolute condition for all bookings, regardless of ticket type and whether it is a package tour or not, that the maximum number of passengers using a cabin does not exceed the number of berths plus 1 child up to 4 years old. Some cabins have bunk beds with upper and lower bunks and may not be suitable for passengers with reduced mobility. Please make your needs clear at the time of booking.

For passengers on a Mini Cruise, we cannot guarantee the same cabin on both the outward and return journey.

**Vehicle**: You are responsible for checking and ensuring that you have all the necessary documentation for your vehicle and that you comply with all relevant legal and administrative regulations, including traffic laws and regulations, when you take your car abroad.

## **Requirements for vehicles:**

1. When you confirm your booking, you agree that the captain, together with the crew and our check-in staff, have the right to carry out thorough checks to ensure that the information you give us in connection with the booking is correct. This is done for security reasons and to ensure the health, safety, and comfort of passengers.

If the information appears to be or is found to be inaccurate, or you do not comply with the following requirements, you agree that we may take sanctions.

2. When parking the car on the carriage deck, it is your responsibility to drive the car to and from the ship. Furthermore, it is your responsibility to lock the car and leave it in gear with the handbrake engaged as soon as the vehicle is on board and throughout the journey. All car alarms must be switched off and deactivated when the cars are packed on the car deck.

On LPG-powered cars, the tank must be disconnected when the car is on the deck and buses with diesel, or gas-powered (LPG) heaters must be disconnected when the bus is on the deck.

3. It is required that the vehicle is considered by us to be a vehicle for private use, as defined in the applicable price lists for vehicles for private use on the booked journey, the vehicle must be in roadworthy condition and the vehicle must be insured for use on public road (and you can show proof of insurance if necessary).

The vehicle must be inspected in accordance with applicable law in the country where the vehicle is registered or have other proof that the vehicle is fit for use (and you can provide documentation of this if requested).

You must not transport dangerous goods (whether classified as dangerous by the IMO (International Maritime Organization) or not).

Motor vehicles with hybrid engines will only be accepted if the vehicle is a model of a recognized make with standard specifications and it is not permitted to connect electric vehicles to the ship's electrical system for charging.

If the vehicle information and vehicle itself does not comply with our regulations we can refuse to allow the vehicle onboard except on payment of additional charges. If it cannot be remedied to comply with our regulations and/or in time with our time schedule we can refuse it fully and we are not under any obligations refund your payment under these circumstances.

## Dangerous goods and firearms

Dangerous goods or luggage (hereinafter "dangerous goods") and firearms must be declared at the time of booking and no later than 24 hours before departure and can only be transported in a vehicle.

Firearms can only be transported on our ships if they are secured in a vehicle, such as a car or a motorhome, or depending on the conditions in the ship's designated secure storage area. They may not be transported on bicycles or motorcycles. Walking passengers may not carry firearms, ammunition or other items that can be described as a dangerous weapon.

You must not bring dangerous goods or baggage, including - but not limited to - gas cylinders, firearms, knives on board without prior written permission from us and without compliance with all applicable regulations and obtaining any relevant licenses. It is recommended that you contact the operational manager at the port of departure well in advance of the journey. You will be asked to fill out a firearms/ammunition form, stating the type and guantity of firearms/ammunition.

It is permitted to carry a maximum of 1,000 cartridges of FN Class 1.4S per vehicle and these must be brought in the manufacturer's original packaging. The maximum amount of ammunition (FN Class 1.4S) is limited to 1,000 cartridges per vehicle carried in the manufacturer's original packaging, provided that the passenger is authorized to have such quantity in their possession according to their firearms permit.

If your car is equipped with gas cylinders, you can bring up to 3 gas cylinders, the total weight of which must not exceed 47 kg, butane/propane (for lighting, cooking and heating) or propane/helium. It is specifically prohibited to bring petrol and diesel containers on board, whether full or empty. All gas cylinders, except when used for medical purposes, shall be suitably secured against the movements of the ship and with the supply disconnected and extinguished. A certificate for purged bottles must be presented.

On arrival at the port, you must approach the operational manager and follow their instructions regarding the loading and necessary storage of these items. In the interests of safety on board our ships, we have the right to request passengers to search and inspect luggage both when boarding and on board the ship. If dangerous goods or luggage is loaded without prior notification we may unload and/or destroy the goods in accordance with safety regulations without liability to compensating, you for the damage or loss hereof. We can also refuse the passenger to board, and no refund are due in this case.

#### **Behavior**

It is important for the safety and comfort of everyone on board the ship and in the terminals on land that you always display appropriate behavior. This also applies to the people you may be responsible for. Your mental or physical condition, attitude or behavior should not pose a danger or risk to yourself, other passengers, the crew, or property.

Every person who is on the ship has a duty to respect the safety rules on board for the sake of the seaworthiness of the ship and the safety of the person on board. You must be aware of and comply with all rules and notices relating to the safety of our ship, employees and passengers, the terminal facilities and immigration requirements and regulations. We, the Captain, and the crew on board may make and enforce reasonable provisions that we deem necessary to maintain the safety and comfort of passengers and crew. Such rules may vary at any time and may be enforced differently in various parts of the ship, for example restrictions regarding the consumption of food and drinks brought on board and the playing of loud music.

Please note cooking in cabins and using household utensils, such as irons, are not allowed.

Due to circumstances where there may be a risk to the safety of the ship, crew, or passengers, we may reject your booking or deny you access on board. We may also deny you access on board if your behavior has been inappropriate during previous journeys or if you do not follow safety rules or requirements.

If you or your vehicle causes damage to our property in any way, in the terminal or on the ships, we reserve the right to claim compensation from you or your insurer if necessary

Smoking, including e-cigarettes, is not permitted in the cabins on any of our ships. Smoking on board the ship is permitted in the designated smoking areas, which are appropriately marked with relevant signage. You will be charged an additional fee of a minimum of 200 EUR / 1,500 DKK if you smoke in places other than where it is permitted.

Consumption of alcohol brought on board the ship is not permitted. This also includes the consumption of alcohol purchased from our shop on board. Only alcohol purchased in bars and restaurants may be consumed. Failure to comply will result in an additional charge, determined by us, equal to the amount that would have been payable to bars and restaurants on board if the alcohol had been purchased there.

Excessive consumption of alcohol, where the traveler may be a danger to himself or others - as well as possession and/or consumption of illegal drugs - is not permitted on board the ships.

All our employees, crew members and suppliers have been instructed to report any violations of regulations. We also note that we do not tolerate any offensive behavior towards the persons mentioned above or the rest of the passengers on board the ship. We reserve the right to reject your booking, to deny you access to the ship and, if necessary, to detain you or expel you from the ship if you do not follow our conduct. We are not liable for circumstances as described above and you will be solely responsible for any costs that you

or we may incur. This also applies if you are expelled due to non-compliance with the rules of conduct set by us, carriers, hotels, resorts, or the like.

# Cancellation or amendment by you

You have the possibility to amend and/or cancel your booking online via our website or by contacting our customer service. Please note the possibilities vary depending on the sales owner.

The possibilities may also vary depending on the type of travel category as shown below and can be subject to availability.

Any change in passenger numbers, cabin and/or vehicle type will have no reduction price and any increase in the fare from the original fare will be charged.

Please note all bookings made through offers, prizes and/or gift cards cannot be refunded at any time and it will be clearly indicated on the booking advice beforehand.

# Danish and Norwegian sales owner

Fare type	Per change per booking related to the period of notice given	Fare increase	Amendment fee	Per cancellation per booking related to the notice given	Charge
				Within 24 hours of booking if more than 48 hours till departure	None
Transportation, Mini and City cruise Holiday packages made by anyone, or Mini and City cruise and bookings made by groups of 10 or more people				42 days or more before departure	25% of total fare
				41-22 days before departure	50% of total fare
				21-8 days before departure	70% of total fare
				7-1 day(s) before departure On departure date	90% of total fare 100%
				Name change (owner of booking)	200 DKK/NOK
				10-30 persons within 45 days 31-90 people within 60 days 91-120 people within 90 days	None
				10-30 persons within 31 days 31-90 people within 41 days 91-120 people within 61 days	50% of total fare
				10-30 persons within 16 days 31-90 people within 21 days 91-120 people within 31 days	75% of total fare
				10-30 persons within 6 days 31-90 people within 11 days 91-120 people within 16 days	90% of total fare
				10-30 persons within 3 days 31-90 people within 5 days 91-120 people within 7 days	95% of total fare

## International sales owner

Fare type	Per change per booking related to the period of notice given	Fare increase	Amendment fee	Per cancellation per booking related to the notice given	Charge
Transportation, Mini and City cruise	Any time	Yes	€25	Any time	100% of total fare
	Name change	None	€15		laio
Holiday packages made by anyone, or Mini and City cruise and bookings made by groups of 10 or more people	Any time prior to travel	Yes	€25	57 days or more before departure	25% of total fare
				56-36 days before departure	50% of total fare
	Name change (owner of booking)	None	€15	35-22 days before departure	70% of total fare
				21-11 days before departure	90% of total fare
				10 days or less before departure	100% of total fare

Cancellations of arrangements such as event tickets, and third-party services including administration fees are nonrefundable. Pre-paid meals can be fully refunded if notice given at latest 48 hours before departure.

No refunds are given on unused or lost travel documents and/or vouchers.

It is possible to transfer your booking by contacting customer service and have a name change on the booking by paying the fee as long as the request comes from the owner of the original booking and the person you will transfer the booking to fulfils all our requirements for passport, visa and health regulation.

Alvina Shipping A/S can deny the transfer if shown it is not possible to transfer due to regulation from the hotels, cabin owners and/or the authorities.

## Cancellations, amendments, or delays by us

All departure and arrival times and names of the ships shown in documents, on our website and on travel confirmation or vouchers, are only indicative and cannot be guaranteed. All our ships are subject to weather conditions and potential force majeure events. Sailing plans, routes and ships are subject to change. Where it is necessary, we reserve the right to sail with a replacement ship and/or to deviate from the advertised sailing schedule or route. We reserve the right to cancel a confirmed booking.

Furthermore, we are free to comply with any order or recommendation from a government or from a person who in accordance with the ship's war risk insurance has the right to issue such orders or recommendations Our compliance with such orders or recommendations shall not be considered a deviation from or breach of our obligations towards you.

Neither we nor our suppliers are obliged to compensate or indemnify you for losses because of a delay, cancellation, change of sailing plan, change of route or exchanging one ship for another, unless you are entitled to one such compensation in accordance with applicable international conventions, EU regulations and other applicable mandatory laws.

The EU Passenger Rights Regulation gives passengers certain rights in the event of cancellations or delays on our passenger sailing.

Please note the regulation contains some exceptions, for example in case of delay or cancellation due to weather conditions that pose a threat to safe operation of the ship, or

extraordinary circumstances which prevent us in carrying out a voyage, and which could not have been avoided, even if we had taken all reasonable precautions.

Please refer to the Passenger Rights Regulation for a detailed description of your rights.

In addition to the rights that follow from the EU Passenger Rights Regulation Alvina Shipping A/S is obliged to according to the Maritime Act to compensate for loss or damage resulting from delay in connection with the transport of passengers and luggage if the loss is due to fault or negligence on our part or others for which we are responsible.

Our liability for loss due to delay in carriage of the passenger cannot exceed 4,150 SDR. The compensation limits for baggage delay cannot exceed 1,800 SDR for hand luggage, 10,000 SDR for a vehicle, including the luggage that may be in it

the vehicle, and 2,700 SDR for other luggage.

In connection with losses due to delay, we can make deductions of 20 SDR per passenger in the resulting loss.

# **Delay of departure**

In the event of a delay or cancellation in departure passengers will be informed as soon as possible and no later than 30 minutes after the scheduled departure. If passengers miss a connecting transport due to this, we will make a reasonable effort to inform them of alternatives.

If the delay in departure is more than 90 minutes from the scheduled departure time we will provide snacks, meals, or refreshments for the passengers in reasonable relation to the waiting time.

In case the cancellation or delay of departure makes it necessary to have one or more additional night(s) the passengers will be offered adequate accommodation on board or on land. We may limit this to 80 EUR per night for a maximum of three nights. Transportation costs to and from the terminal and accommodation will be provided if you can provide receipts hereof or if using vehicle in accordance with our milage policy. Where the cancellation or delay makes additional transport between the terminal and your home necessary, we cover reasonable costs hereof either by submission of receipts or if using your own vehicle in accordance with our mileage policy.

Please note free accommodation will not be provided if the stay becomes necessary due to delay or cancellation because of weather conditions that endanger safe operations.

If departure is cancelled or delayed more than 90 minutes from scheduled departure time you can either choose to have the booking rebooked without extra charge under the same terms it was originally booked or to have the departure refunded.

Acceptance of reimbursement of the cancelled or delayed departure will nullify the contract and means you have no further rights to compensation and/or assistance in this case.

## Delay in arrival

You are not entitled to compensation for delay in arrival due to weather conditions and/or extraordinary circumstances which could not have been reasonably foreseen endangering and hindering the safe operations.

If you have been informed of the cancellation or delay in arrival before booking or if the cancellation or delay in arrival is caused by passenger, you are not due any compensation either.

In the event of a delayed arrival at the final destination you can request compensation depending on the length of the planned journey. We can pay this in form of vouchers or other services we provide.

# Cancellation or change of a package

If there are changes or cancellations in your booking before departure, we will inform you of this as soon as possible. We will to our best ability find a suitable solution for you. If we or our suppliers cancel the package tour, you have the right to:

1. cancel the agreement and have all amounts paid in refunded in connection with the package tour, or

2. make a new booking for another package tour of your choice, if we and our suppliers without major costs or losses can offer this.

Please note if you choose to rebook another package tour for a higher value than your original package tour, you must pay the price difference yourself if we or our suppliers are not obliged to cover the cost.

If you choose to rebook another package tour with a lower value than your original package tour, we or our suppliers will refund price difference.

If you suffer loss because we or our suppliers cannot comply with the agreed terms, or due to the cancellation of the package tour, you may be entitled to receive reasonable compensation from us.

We are entitled to limit this compensation accordingly with applicable international conventions, EU regulations and/or mandatory national laws.

If you make a complaint when the package tour is taken place, we and/or the service provider will endeavor to find a suitable solution and remedy the deficiency, unless this is impossible for us or will cause us disproportionate costs or significant inconvenience. You can only choose to reject the offer of alternative solutions if they are not comparable with what was agreed under the package travel agreement, or if the price reduction is insufficient.

If we or our suppliers do not meet a significant part of the agreed services in the package tour or if there are deficiencies in the package tour, which means that the purpose of the package tour is not in accordance with

agreed contract, you are entitled to cancel the package tour without paying cancellation fee.

We are not obligated to compensate in this case if the circumstances are due to unavoidable extraordinary events or your own actions.

To ensure you a refund and/or repatriation in the event of Alvina Shipping A/S bankruptcy, our package tours are covered by the Travel Guarantee Fund. See website for details: <u>www.rejsegarantifonden.dk</u> or contact them directly at <u>info@rejsegarantifonden.dk</u>.

## Liability in case of personal injuries and damage to luggage

The Athens Convention describes when we are responsible and, in most cases, case, the convention limits our liability for the death of the passenger or injury or loss or damage to baggage (including a vehicle) and contains special provisions for valuables. According to the Athens Convention, our liability will in no circumstance exceed (i) 400,000 SDR in the event of death of passengers or injury, (ii) 2,250 SDR in case of loss or damage to hand luggage, (iii) 12,700 SDR in case of loss or damage to vehicles, including luggage carried in or on the vehicle or (iv) 3,375 SDR in case of loss or damage to baggage other than the one mentioned in points (ii) and (iii). In the event of terrorism or war, our liability is limited in accordance with the Annex to the Athens Convention II.

We accept no responsibility for loss or damage to money, securities and other valuables, such as gold, silver, watches, jewelry and works of art or live animals.

We point out that you have a deductible of 330 SDR, which is deducted from our liability to you in the event of damage to a vehicle, and 149 SDR per passenger in case of other lost or damaged baggage. This sum must be deducted from the loss or damage. In case of loss or damage of mobility aids or other specific equipment used by a disabled or mobility-impaired person, and provided that the incident, that caused the loss is due to error or negligence on our part, we are liable to pay compensation corresponding to the replacement value of the equipment in question or, where applicable, the costs in connection with repair.

Please note we are not liable to you if you do not comply with your contractual obligations, and this is due to your own errors/defaults or errors/defaults committed by others who are covered by your booking, unusual and unpredictable events,

over which we have no control and whose consequences we could not have avoided even if due care had been exercised, or weather conditions or force majeure events that we or a service provider could not have foreseen or prevented, even if there had been due notification.

## **Claims and Complaints**

On board the ship, you should always contact the service center if you have complaints while on board to ensure a quick resolution. Our staff here will do their utmost to find solutions to problems on board and will compensate for experiences that have not lived up to your expectations.

If your luggage or vehicle has been damaged, you must inform us in case of visible damage before or at the time of landing and in the event of loss or damage which is not obvious, within 15 days from the time of landing.

If you do not comply with the above requirements it is assumed, unless proven otherwise, that you have received your luggage or your vehicle undamaged.

Any damage to vehicles on board must be reported to one of the ship's employees so that we can issue a claim report to you. If not, you will be considered – unless proven otherwise – to have received the vehicle in undamaged condition.

Any questions regarding accommodation and the like on the actual destination, we recommend that you contact the reception of the hotel/resort or the office through which you have booked.

Complaints can be rejected if you have failed to make inquiries during the journey itself as stated above and thereby denied us the possibility to rectify any errors and deficiencies.

If a problem cannot be resolved on board the ship or at the destination itself, and you have a complaint about us, you are welcome to contact our customer service in writing. We ask that you contact us within a reasonable time after you discovered the defect (or received notice from us about change/cancellation), and no later than 2 months from the date on which the journey took place or where a service was to be provided been carried out.

You can send your complaint to our customer service by e-mail to: claims@cphosl.com. When you submit the complaint, you must write your booking number in the subject field in the e-mail and indicate your daytime and evening telephone numbers to ensure we can investigate the matter thoroughly and contact you directly if needed. Within 1 month of receipt of the complaint, we will inform you whether the complaint has been accepted, it has been rejected or is still being processed.

The final answer must be given no later than 2 months after receiving a complaint.

All disputes and cases that may arise between the passenger and Alvina Shipping A/S (including, but not limited to, disputes in connection with booking, transport and these Conditions) must be subject to Danish laws, and disputes must be settled in the competent court according to the passenger's choice on Alvina Shipping A/S primary place of business, or the place where the passenger has his permanent residence, provided we have a place of business in the country in question.

This is only appliable if nothing else follows from the Athens Convention or other mandatory law, convention and/or regulation.

Address: Alvina Shipping A/S Dampfærgevej 30 2100 København Ø Danmark