

# TRANSPORT CONDITIONS

**FIRST:** The ticket is personal and non-transferable, and its use by a person other than the passenger indicated on the ticket shall result in the liability stipulated by law. (1) On inter-island routes, non-resident passengers are exempt from presenting identification documents; it shall therefore be necessary to provide the printed ticket when boarding. In this case, the person holding the ticket shall be deemed to be a passenger for the purposes of these conditions.

**SECOND:** The passengers indicated on the ticket (or non-residents holder of the ticket for inter-island routes) have the right to be transported by the company on the route indicated therein, as well as carrying their personal luggage, with a maximum weight of 20 kg per person. The luggage shall be transported in the areas located within the ship specified by the company. The company shall not be liable for the transport of valuables. It is forbidden to transport objects of illicit trade, as well as those articles and/or goods considered dangerous under the I.M.D.G. code, except in the case of undertakings engaged in the transport of goods (transported as cargo), provided that the following requirements are met: (a) that the goods can be legally transported on the vessel concerned; (b) that the ship operator is informed at least 72 hours in advance and has expressly agreed to transport the goods; c) that the transporting company complies with any and all conditions imposed by Fred. Olsen, S.A. for the transport of the goods concerned.

**THIRD:** The passengers indicated on the ticket or if applicable (1) the ticket holder, are covered by the Compulsory Travel Insurance for the duration of the journey. The passenger must act in accordance with the general safety and police regulations as well as those of the ship, and the company shall not be held liable for the consequences resulting from a passenger's recklessness or for their non-compliance with the regulations stated.

**FOURTH:** On-board meals and refreshments are not included in the ticket price.

**FIFTH:** The transport company undertakes to make every effort to transport the passenger and luggage with reasonable diligence. The hours indicated in the schedules or elsewhere are not guaranteed nor are part of the contract. The Company may, if necessary, replace the ship assigned to that trip and/or vary both the schedule and the dates of the trip; in which case the traveller shall only be entitled either to a refund of the ticket price or to have a new reservation issued on the first or successive free dates or times, at the traveller's choice.

**SIXTH:** The ticket is valid for one year from the issuance date unless otherwise stipulated in the particular conditions of each fare. However, if it is not used on the date for which it was booked, and on the specific trip for which it was issued, the ticket holder shall be entitled to use it after requesting a reservation and paying the difference in fares, if any. The costs of changing the reservation shall be those stipulated by the transport company, with a maximum of 25% of the ticket value. If, before the period of validity expires after the reservation has been cancelled, you decide not to use the ticket, you will be entitled to a refund of 75% of its value. When the ticket has been issued by a Travel Agency, the refund must be requested through the Travel Agency.

**SEVENTH:** Any claim must be made in writing, on the ship or at the company's offices during the trip or at the end of it. For proper handling, it is advisable to specify the locator number/voucher number of the ticket.

**EIGHTH:** In the event of damage to luggage or vehicles, the company shall only be liable for up to the maximum amount established by maritime regulations per piece of luggage at any given time. In case of luggage transported inside a vehicle, the whole is considered as a single package. The boarding and unloading of vehicles covered by this ticket are carried out by the owners or their representatives and the transport company shall not be liable for any damage that may occur in such operations, unless it is the direct fault of the transport company or its employees.

**NINTH:** You may board on foot or with a vehicle at the boarding points simply providing your identity document, unless the ticket requires that you validate your identity or fulfil any other condition stated on it, in which case you must go to the Fred. Olsen support desks located at the harbour station with sufficient time in advance of the time limits set by the transport company.

Non-resident passengers who travel La Gomera inland route shall be exempt from presenting identification documents and shall therefore be required to present the printed ticket when boarding.

In either scenario, once the time limit has expired, the transport company shall not incur in any liability for not allowing the passenger and/or vehicle to board.

**TENTH:** The transport of vehicles, both as passengers and cargo, shall be subject to the rules established by the company. The transport of dangerous goods without the express authorisation of the transport company is strictly prohibited.

**ELEVENTH:** No agent, employee, or representative of the transport company shall have the authority to alter, modify, or waive any of the provisions of this contract.

**TWELFTH:** a) Confirming departure for an OPEN ticket shall in no case give rise to a refund. b) Tickets issued with promotional or sale fares shall be governed by specific conditions to be consulted for each Sale. c) The Saving Packages base the offer on a limited group of passengers and are therefore indivisible. In the event of not using any of the seats, there shall be no refund nor may those seats be used for another trip.

**THIRTEENTH:** The general transport conditions may be affected by particular fare or offer conditions. Make sure you know the particular conditions of the contracted rate.

**FOURTEENTH:** You agree that Fred. Olsen, S.A. has the right, in its sole discretion (subject only to reimbursement of the fee paid), to refuse to transport any person, baggage or vehicle, for any reason related to safety, or in the interest of the safety and welfare of other passengers, or to ensure compliance with applicable immigration, customs, health or other laws. As a passenger, you are obligated to comply with all safety regulations and warnings and to obey any instruction given to you by our employees or agents.

You must behave at all times in a manner that does not endanger or threaten any person or property, avoiding any conduct likely to cause injury of any kind to any person, and refraining at all times from making threats and insults, assaulting and mistreating other passengers or any crew member. In the event that this company believes that there are reasonable grounds to consider that your conduct could be a cause for alert during the trip, Fred. Olsen, S.A. reserves the right to refuse you boarding or to require you to disembark and/or leave the terminal facilities, as well as the right to report the facts to the relevant authorities. We also reserve the right to refuse to transport you on your return trip or at any time in the future. In such circumstances, Fred Olsen, S.A. shall not reimburse you for the amount paid for the relevant trip, shall not be liable for any inconvenience or damage you may suffer as a result of the cancellation of your trip, and you shall be required to pay any costs incurred by the company to repair or replace any property damaged, destroyed or stolen by you, as well as any compensation to be paid to any passenger or crew member affected by your actions.

**Time Limits.** As a general rule, unless other time limits are stated on the ticket, passengers should be ready for boarding at least 20 minutes before the ship's departure. If vehicles are to be transported, they must be at the dock and ready to board 40 minutes before the departure time. In the event of non-compliance with the above-mentioned time limits, passengers and/or their vehicles shall automatically lose their reservation. For the trips between the Canary Islands and Huelva (mainland Spain), passengers and vehicles should be ready for boarding at least 60 minutes before the ship's departure.

