

## General Conditions of Carriage (GCC)

of Scandlines Danmark ApS

for the carriage by sea as part of a travel arrangement provided by a bus operator/trader

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### 1. **Scope of application**

**1.1** The present General Conditions of Carriage (referred to hereinbelow as the "GCC") apply to carriage by sea by Scandlines Danmark ApS and Scandlines Gedser – Rostock ApS (referred to hereinbelow as "**Scandlines**") as part of a travel arrangement agreed between a bus operator/trader and the passenger. The carriage by sea itself includes the carriage by sea of **persons** including their **luggage** (cf. Clause 10), **buses** (Clause 7), and **pets** (Clause 9). The present GCC also apply to carriage by sea in which services provided by Scandlines are combined with services provided by other shipping lines, respectively other service providers, to form a single service.

**1.2** The present GCC also apply to persons traveling as part of **group travel tours**. In connection with group travels, every member of the travel group is subject individually to the rights and obligations provided for by the the present GCC.

**1.3** The present GCC shall also apply in the case of passengers of a **combined rail/sea carriage**, with the exception that Scandlines shall not be liable for any damages a passenger/bus operator/trader may suffer in connection with the rail operation; on this, see also Clause 12.3. of the present GCC.

**1.4** Should any provisions of the present GCC contradict Danish law or be invalid, the remaining provisions shall continue to be valid and shall continue in force.

### 2. **Contract of carriage**

**2.1** The passenger/bus operator/trader has no claim to being carried on the **next crossing** unless this was expressly agreed or unless the passenger/bus operator/trader is using a ferry ticket for the crossing that, according to the fare terms and conditions, expressly establishes a claim to carriage on the next crossing. Claims pursuant to Regulation (EU) No. 1177/2010 for delay or cancellation, if applicable, shall remain unaffected hereby (cf. Clause 13 of the present GCC).

**2.2** There shall be no claim to be carried by a certain ship/type of ship. Scandlines may perform the carriage and all services appurtenant to the carriage itself, using either ships of its own or charter ships, or by involving other shipping lines whose performance will correspond to that rendered by Scandlines itself. Scandlines is **not under any obligation to guard** any luggage, special cargo, or vehicles brought on board, neither during the crossing nor while the ship is at harbour. Scandlines recommends that passengers/bus operators/traders cover their risks by taking out the corresponding insurance.

### 3. Meals on board

**3.1** In case the bus operator/trader has booked a meal collectively for passengers travelling with the bus operator/trader or vouchers are handed out by the bus operator/trader, the agreement on providing such meal/voucher is directly entered into between the bus operator/trader and the passenger. The general conditions of the bus operator/trader on providing meals/vouchers on board shall apply.

### 4. Arrival in time for check-in

**4.1** Passengers/bus operators/traders are to allow sufficient time to check in during the check-in period. The check-in period is binding.

**4.2 Important note:** Passengers accompanied by **guide dogs** or comparable **assistance dogs** (cf. Clause 9.3.) must arrive for embarkation **at least sixty minutes prior to the scheduled departure time**. In all other regards, Clause 5 applies here as well.

**4.3** Passengers/bus operators/traders traveling **with a bus** shall cease to be entitled to carriage by a certain ferry, and the bus operator/trader shall continue to be obligated to pay the fare, if the bus is not made available for loading in the port of departure in the period stipulated by Scandlines prior to the scheduled departure of the ferry (this period being referred to hereinbelow as "**check-in period**"). The check-in period may vary depending on the ferry crossing; the check-in periods have been **set out** for each ferry crossing in the respectively **applicable schedule**. The loading of busses is subject to the pre-requisites of the check-in as well as the border processing and customs clearance having been completed and of no other impediments given in the passenger's/bus operator's/trader's sphere of responsibility preventing the immediate loading of the bus.

### 5. Travel documents / Compliance with entry rules

**5.1.** Passengers and bus operators/traders are themselves **responsible for ensuring** that they have the necessary (travel) documents for themselves, any minors accompanying them, as well as their luggage / busses / animals, such documents including specifically valid entry documents pursuant to the applicable entry rules of the country of the destination port, particularly the necessary identification documents and/or visa, and that they do not violate the other regulations on foreign trade, customs, taxes, import, passports, and health, including the import rules regarding pet animals and fresh foodstuffs. Scandlines is entitled but not obligated to check prior to departure whether passengers/bus operators/traders are complying with the respective entry rules.

**5.2** Scandlines is entitled to refuse to provide carriage services to a passenger/bus operator/trader who does not submit a complete set of the necessary documents and/or who does not comply with the relevant entry rules.

**5.3** Where a passenger/bus operator/trader is unable to enter a country in light of his or her lacking the required travel documents / failing to comply with the entry rules, and therefore continues to travel with Scandlines or returns to the port of departure with Scandlines (without the passenger being entitled vis-à-vis Scandlines to continue traveling or to return), then Scandlines shall have a claim, if Scandlines does carry the passenger/bus operator/trader notwithstanding, to the fares accruing for these additional crossing segments. Where Scandlines is under an obligation, pursuant to stipulations of the law, to bear the costs of a passenger's/bus operator's/trader's continued travel or return upon the passenger/bus operator/trader having been refused entry, or to itself perform the onward carriage or return carriage, then Scandlines shall be entitled vis-à-vis the passenger/bus operator/trader to claim reimbursement of these costs. Scandlines shall also have a claim to reimbursement in the event of Scandlines being obligated to pay penalties or fines or to lodge them, or to incur any other expenditures as a consequence of a passenger/bus operator/trader lacking the required travel documents or failing to comply with other rules in place in the destination country.

## 6. Security screening of passengers and their luggage

Passengers and bus operators/traders shall be entitled to carriage only if they have declared their willingness to participate in controls initiated by Scandlines of the ferry tickets and identification papers bearing their photographs, and to have their busses and luggage located on the premises of the respective ferry port and on the respective ships searched and if they assist with such controls and searches; this includes body searches in the event of specific indications being given that Scandlines may have the right to refuse to provide carriage services to a passenger, or where conduct by the passenger is imminent that is likely to affect safety or that is liable to punishment under criminal law.

Inasmuch as national or international security regulations, including compliance with the ISPF Code (International Ship and Port Facility Security Code) in the event, for example, of an increased hazard level, obligate Scandlines to perform further-reaching controls and measures on the premises of the respective ferry port and/or on the respective ships, the passenger/bus operator/trader agrees to such controls and measures. In implementing the controls, Scandlines may also avail itself of suitable third parties whom it has separately commissioned. Where a passenger/bus operator/trader is not willing to subject himself or herself to such controls, any and all claims to carriage and to compensation shall be precluded.

## 7. Carriage of busses

Passengers/bus operators/traders shall have a claim to carriage with a bus which belongs to one of the categories of vehicles for which the fee brackets for the crossing are in force at the time of the conclusion of the contract of carriage, and inasmuch as such bus has been officially admitted to be used in **international road traffic**.

## 8. Carriage of unaccompanied children and of unaccompanied youth

**8.1.** The carriage of **unaccompanied children** under the age of 14 years is precluded. The carriage of **unaccompanied youth** between the ages of 14 and 17 years (including 17 years of age) may be performed if, upon the demand of Scandlines, the written consent to such carriage from a legal guardian is submitted and proof is submitted that all other papers/documents required to enter the country of the destination port are available. Scandlines will **not look after** the unaccompanied children/unaccompanied youth.

**8.2** The ship's command or any other Scandlines agent is entitled to check prior to departure, without being obligated to do so, the age, the availability of written consent of a legal guardian, as well as the availability of all other documents that may be required to enter the country of the destination port.

**8.3.** Express reference is made to the provisions of Clauses 5. and 15., which apply in their full scope also to unaccompanied children/unaccompanied youth.

## 9. Carriage of pets/guide dogs/assistance dogs

**9.1** The carriage of animals that are not pets in the customary sense, and of pets traveling without an accompanying person (referred to herein below as "**animal owner**") is precluded. The carriage of pets that do not comply with the entry rules and statutory requirements of the destination country is likewise precluded. The ship's command or its agent is entitled to check prior to departure, without being obligated to do so, whether or not the entry rules are being complied with. The provisions made in Clause 5.2 regarding failed entries and in Clause 15. regarding refusal to provide carriage shall apply *mutatis mutandis*.

**9.2.** Live pets will be carried only in vehicles or in suitable special equipment provided by the passenger (e.g. trailers). As an exception and until revoked by the ship's command or its agent, small animals may be transported in corresponding **carry-on containers** from which they cannot escape, and/or **on a leash**. In any event, it must be ensured that the pets brought on board are constantly being supervised by the animal owner and that they do not represent any nuisance and/or hazard for other passengers and their luggage/vehicles, nor for the crew and the vessel. Any instructions issued in this regard by the ship's command and its agents are to be followed.

**9.3 Guide dogs and comparable assistance dogs** (e.g. working dogs, dogs deployed in a psycho-therapeutic context) accompanying disabled passengers are carried at no charge and need not be placed in a transport container on the ferry. The carriage on the ferry, and the offer to do so free of charge, are premised on proof being submitted of the dogs being medically required. Passengers wishing to travel with an assistance dog must inform Scandlines in advance by telephone. The provisions of Regulation (EC) 1177/2010 apply. **These passengers with guide dogs and comparable assistance dogs must check in at least sixty minutes prior to the scheduled departure time.**

**9.4 Muzzles are obligatory** for dogs (except for guide dogs and comparable assistance dogs) on the ferry, unless they are being transported in a vehicle or in a carry-on container if this is **required** by the applicable stipulations of the national law. Should stricter regulations apply in the country of the port of departure or the destination port as concerns the obligation for dogs to wear muzzles, the animal owner is to correspondingly comply with these regulations at departure, respectively in entering that country.

**9.5** Pets are not allowed to be **brought into the restaurant** unless this has been permitted by the ship's command or its agent; this prohibition does not apply to guide dogs or assistance dogs.

**9.6** Where an animal owner repeatedly violates the above conditions of carriage for animals on board the ferry, in spite of being warned, and in particular fails to keep a dog on a leash or to have a dog wear a muzzle, the ship's command or its agent is entitled, without being obligated to do so, to take the animal into its custody and to return it to the animal owner only upon the latter disembarking from the ferry, and/or to have the animal and the animal owner disembark at the next port (also at a port not scheduled as a port of call). Scandlines shall invoice the animal owner for taking custody of the animal and for having the animal and its owner disembark at a port (also at a port not scheduled as a port of call) for a **cost allowance in the amount of DKK 375.00**. Scandlines reserves the right to charge significantly higher expenditures or to assert significantly higher damages. The animal owner is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

**9.7** The animal owner shall be liable for any soiling of the ferry and its installations caused by the animal, for damages caused to the ferry and its installations, and for damage caused to other passengers in accordance with the stipulations of the law. Any soiling of a lesser degree may be removed by the animal owner himself/herself, provided this is done promptly; where the animal owner fails to remove the soiling promptly and/or fails to do so properly, Scandlines shall invoice the animal owner for the **cleaning costs**, with the minimum charge being **DKK 225.00**. The animal owner is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

## 10. Carriage of luggage and special cargo

**10.1** Hand luggage and customary luggage that passengers keep in or on a bus, or that is otherwise in their possession, their custody, and control will be carried without a separate fee being charged (referred to hereinbelow as "**luggage**"). Scandlines recommends that luggage be marked with passengers' **contact information**. The carriage of luggage and/or special cargo that is not accompanied by an accompanying person (referred to hereinbelow as "**party in possession**") is precluded.

**10.2** The carriage of luggage and/or special cargo, including firearms and ammunition, which **is in violation** of the **laws** or regulations of Denmark or of the port of departure or port of destination is precluded.

**10.3** No larger items of luggage, bulky goods, or commercial freight of any kind will be carried unless Scandlines has agreed to so carrying this cargo in writing (referred to hereinbelow as "**special cargo**").

**10.4 Corpses** will be carried only in vehicles/busses and only if both the provisions of the country of the departure port and of the country of the destination port regarding the carriage of corpses, and the provisions of the international Berlin Agreement (1937) and the Agreement on the transfer of corpses of the Council of Europe concluded in September 1973 are complied with.

**10.5** There will be a claim to the carriage of **firearms and/or ammunition** only if, in due time prior to departure, the ship's command has been notified of them and only if, and insofar as, the ship's command or the staff it has correspondingly instructed as agent **expressly consent** at departure to the carriage of the firearms and/or ammunition. Such consent may be made dependent on the party in possession handing over the firearms and/or ammunition to the ship's command for the latter to keep in custody. Scandlines shall bear the costs resulting as a consequence. Should firearms and/or ammunition be brought on board without the obligation to give notice being complied with, or without the consent of the ship's command or the staff it has instructed as agent for this purpose, the ship's command may take them into custody and/or disembark them at any time and at any location whatsoever, destroy them, or otherwise render them harmless. The further rights enjoyed by the ship's command (cf. Clauses 6 and 15 of the present GCC) and the provisions of the law shall remain unaffected hereby. Scandlines shall invoice the party in possession for costs in the amount of DKK 375.00 for keeping in custody firearms and/or ammunition regarding which no notice has been given, unless the expenditures incurred or the damages arising are higher. The party in possession is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

**10.6.** The passenger shall be liable vis-à-vis Scandlines and other travellers for damages suffered by Scandlines and/or other travellers from the objects brought on board by the passenger, including luggage and special cargo, such liability to be governed by the statutory national provisions.

**10.7** Scandlines, the ship's command or other agents of Scandlines have the right to inspect the luggage and the special cargo on a random sample basis.

**10.8** Scandlines may take into custody any luggage and/or special cargo that is left on board and is found by Scandlines, doing so against reimbursement of its expenditures, and may transfer it to the respective ship's port of registry. Scandlines is entitled to search the luggage and/or the special cargo and/or to deposit same with third parties. Scandlines will give notice of its having found the luggage and/or the special cargo and of its keeping it in custody, sending such notice to the address provided on the identification markings of the luggage/special cargo. Scandlines, respectively the third party with whom the special cargo was lodged, shall be liable in this regard only for gross negligence and intent of its legal representatives, employees, or the persons it employs in the performance of its obligations. Passengers may assert their claims regarding the luggage/special cargo they have left behind in writing, submitting proof of their being entitled to so assert claims, and must do so within a preclusive time limit of three months following their arrival in the port of destination. Following expiry of said period, Scandlines may deal with the luggage or the special cargo at its discretion.

## **11. Conduct on board; authority of command**

**11.1.** During the carriage, passengers/bus operators/traders are to conduct themselves as is required by the safety and good order of the ferry operations, their own safety, and in consideration of other passengers. The **captain has the highest authority of command** and is responsible for taking decisions on board the ship that concern the nautical safety of ships and serve to avert danger. Passengers/bus operators/traders are to follow the instructions issued by the ship's command and its agents. Should the obligations regarding conduct be violated, Scandlines shall be entitled to take the measures necessary to prevent such conduct, including the arrest of a passenger/bus operator/trader on the order of the captain or the captain's agent until the ship reaches the next port (also a port other than a port of call). This shall also apply inasmuch as this serves the safety or protection of the arrested person or of other passengers, taking into account the need to ensure the proper carriage at sea. Scandlines may refuse to continue carrying a passenger/bus operator/trader and file charges under criminal law for the conduct on board.

**11.2.** Imbibing of alcoholic beverages brought on board the ship is prohibited.

## **12. Liability**

### **12.1. General**

**12.1.1** In no circumstances shall Scandlines' liability exceed the amount of the damage that has been proved. Should the party suffering damages have contributed to same by his/her fault or neglect, the provisions of Danish law shall apply regarding the preclusion of the obligation to compensate for damages and the reduction of such compensation.

**12.1.2** Scandlines shall be liable for indirect or consequential damages only if Scandlines has caused such damages by gross negligence or intent. Claims asserted due to wasted vacation time are precluded. The provisions of **Regulation (EC) 392/2009** shall remain unaffected hereby.

**12.1.3** None of the present conditions of carriage provides for a waiver by Scandlines or its performing carrier, or by servants or agents acting on their behalf, of applicable exclusions or limitations of liability pursuant to **Regulation (EC) 392/2009** or applicable Danish law, unless expressly provided for otherwise.

**12.1.4** Scandlines shall not be liable for damages resulting from the compliance with state regulations, respectively by passengers'/bus operator's/trader's failure to comply with these.

**12.1.5** The preclusion and the limitation of liability on the part of Scandlines shall correspondingly apply to the benefit of Scandlines' servants or agents, as well as Scandlines' legal representatives, employees, or the persons employed in the performance of Scandlines' obligations.

### **12.2. Liability in the event of personal injury and/or property damages; deductible**

**12.2.1** Scandlines shall be liable for damages arising in the context of the carriage at sea resulting from the death of or personal injury to a passenger, as well as from the loss of or damage to luggage, including vehicles of the passenger, in accordance with the provisions of **Regulation (EC) 392/2009**, with its limitations of liability having concomitant application, subject to the following proviso: Should a vehicle be damaged, the liability of Scandlines

shall be **subject to a deductible** of 330 units of account<sup>1</sup>, and in the event of loss of or damage to other luggage, the liability of Scandlines shall be subject to a deductible of 149 units of account. These amounts shall be deducted from the loss or damage. The limitations of liability shall not apply should it be proved that the damage resulted from an act or omission of Scandlines done with the intent to cause such damage or with gross negligence. Any employee or agent acting on behalf of Scandlines or the performing carrier shall lose its claim to have its liability restricted if it is proved that the damage resulted from an act or omission of the corresponding party done with the intent to cause such damage or with gross negligence.

**12.2.2** In cases of carriage at sea of travelers that are not covered by Regulation (EC) 392/2009, where such cases do not concern the loss of life, personal injury, or health effects, do not concern any essential obligations relevant to the performance of the contract of carriage, and are not based on intention or gross negligence on the part of Scandlines, its legal representatives, employees, or the persons it employs in the performance of its obligations, the liability of Scandlines shall be limited in terms of its amount, to the compensation of the foreseeable damage typical for the contract in question.

**12.3** In the context of **combined rail/sea transport**, the Danish Railway Act and the provisions of the Convention concerning International Carriage by Rail/International Convention for the Transportation of Passengers (COTIF/CIV) shall apply as regards the liability vis-à-vis passengers for personal injury and/or property damages that a passenger may suffer by accident in connection with the rail operation while being in the rail car, while boarding the rail car, or while leaving the rail car (Article 33, Section 2 of the CIV).

### 13. Claims in the event of delays and in the event of cancellations of passages

**13.1** In the event of unfavorable sea conditions or inclement weather, such as extremely high or low water levels; storms; build-up of ice, or risk of ice building up, in (departure or destination) ports and on sea crossings; unavailability of (departure or destination) ports and sea crossings for any other reasons, force majeure, risks of epidemics, threatened terrorist attacks, or the cancellation of ships for reasons for which Scandlines is not responsible, Scandlines shall be entitled to **cancel crossings**.

**13.2** The arrival times and departure times set out in the timetable published by Scandlines are experience-based and, in light of the imponderability given in shipping, cannot be guaranteed and do not form part of the contract of carriage. Scandlines is pursuing its best efforts to avoid delays or cancellations; nonetheless, arrival times and departure times may be subject to changes without notice, e.g. in the event of unfavorable sea conditions or inclement weather. Passengers and bus operators/traders will not be entitled to demand compensation for any damages for which Scandlines is not responsible.

**13.3** Passengers shall **not** be entitled to **passenger claims** in accordance with the regulations set out in Regulation (EU) 1177/2010 in cases where the travel arrangement is cancelled for reasons other than cancellation of the carriage by sea. If the carriage by sea is cancelled, then **only** if a claim under Regulation (EU) 1177/2010 is applicable, the following applies: (1) In the event of a departure being cancelled or delayed, necessitating a stay of one or several nights or a stay additional to that intended by the passenger, within the meaning of Regulation (EU) 1177/2010, the total costs of accommodating a passenger ashore – not including the costs of transport to and from the port terminal and place of accommodation – shall be **limited to EUR 80.00** per passenger and night for a **maximum of three nights** (Article 17, paragraph 2, of Regulation (EU) 1177/2010). (2) In connection with claims pursuant to Article 19 of Regulation (EU) 1177/2010 regarding compensation for the fare in the event of delayed arrival, Scandlines shall not make any payments of compensation of **less than EUR 6.00** (Article 19, paragraph 6, second sentence, of Regulation (EU) 1177/2010). (3) Scandlines' liability for the passenger's loss caused by delay shall not exceed 4,150 units of account. Scandlines' liability for loss caused by the passenger's luggage being delayed shall not exceed 1,800 units of account per passenger for hand luggage; 10,000 units of account per vehicle; and 2,700 units of account per passenger for other luggage (4) In the event of Scandlines' expected cancellation of a departure or delay in departure of more than 90 minutes beyond the scheduled departure time, the passenger may choose to be re-routed to the final destination, under comparable conditions, as set out in the confirmation advice, at the earliest opportunity and at no additional cost; or reimbursed the fare and, where relevant, offered a free return service to the first point of departure, as stated in the confirmation advice, at the earliest opportunity.

### 14. Cancellation/refund

**14.1** Should a bus operator/trader cancel a carriage or fail to appear, Scandlines shall be entitled to demand payment of the fare in accordance with the provisions stipulated in the agreement between the bus operator/trader and Scandlines.

<sup>1</sup> The "unit of account" (SDR) is the special drawing right as defined by the International Monetary Fund and is an artificial unit of currency. The value of DKK by reference to the special drawing right shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its operations and transactions that is in effect on the date on which the carriage ends/the destination is reached; cf. Article 9 of Annex I to Regulation (EC) 392/2009.

**14.2.** Reimbursements of tickets paid for by credit card will be effected only by crediting an amount to the credit card account specified in connection with the payment, and in the currency in which such payment was made. The amount credited to the credit card account may deviate from the amount reimbursed as a consequence of currency conversions and of the fees charged by the credit card company. These deviations do not give rise to any claim to refund vis-à-vis Scandlines.

**14.3.** In all other cases, reimbursements shall be transferred to a bank account. A disbursement in cash at check-in or in the Service Center is precluded.

**14.4.** Scandlines may refuse to refund if the application is filed later than six months following the expiry of the term of validity of the ticket.

**14.5.** Scandlines reserves the right to refuse to refund a ferry ticket that a passenger/bus operator/trader has presented to the authorities of a country by way of proving his/her intention to leave the country again, unless the passenger/bus operator/trader proves to Scandlines that he/she is entitled to remain in the country, or that he/she will leave the country with a different transport enterprise.

## **15. No carriage by Scandlines**

**15.1** Scandlines **may refuse** to carry a passenger/bus operator/trader or to continue carrying a passenger/bus operator/trader who

**15.1.1** Does not comply with the **provisions** and regulations applicable for **entry** of the destination country (including the entry rules for **animals** accompanying the passenger), see Clauses 5 and 9 of the present GCC;

**15.1.2** Is not fit to travel due to a general or contagious illness, physical or mental infirmity, or for other reasons, and/or who jeopardizes the **health or safety of the other passengers** to a greater than negligible degree;

**15.1.3** Is dependent on being **accompanied**, but is nevertheless travelling without a companion, see Clause 8 of the present GCC;

**15.1.4** Has not yet paid the **fare** for the respective crossing at the time of departure, or has not made full payment, and who fails to immediately pay the remaining amount still outstanding;

**15.1.5.** Has provided **false or incomplete information** on the characteristics of the vehicle category and type of vehicle/bus that the passenger/bus operator/trader is bringing on board;

**15.1.6.** Has provided **false or incomplete information** on the dimensions, weight, and proportion of **special cargo**, based on which information, i.a., Scandlines had based its consent to carry such special cargo, see Clause 10 of the present GCC;

**15.1.7.** Jeopardizes, to a greater than negligible degree, the safety of other passengers by persistently **failing to comply with the rules** governing the carriage of animals, luggage, and/or special cargo, and/or by repeatedly failing to comply with the instructions issued by the ship's command or any other agent of Scandlines;

**15.1.8.** Refuses to allow the implementation of security measures/search measures/**controls** required by law or by the authorities, be this on the premises of the respective ferry port or on the respective ship.

**15.1.9.** Scandlines may refuse to carry a passenger/bus operator/trader for other reasons given in the person of the passenger/bus operator/trader or in his/her **conduct** (e.g. considerable inebriation, criminal damage, or riotous behavior) or in the luggage he/she is bringing on board, in particular if the carriage would jeopardize the undisrupted operation of the ferry (cf. Clause 6 of the present GCC), or if

**15.1.10.** False information was provided in applying for the conclusion of a contract of carriage, particularly concerning the **age of an unaccompanied child or youth**, and Scandlines' decision to carry the passenger on the terms and conditions agreed was based, i.a., on this information (cf. Clause 8 of the present GCC), or if the passenger/bus operator/trader

**15.1.11.** Was previously notified by Scandlines prior to booking the carriage, according to the due assessment by Scandlines of the circumstances and in its discretion, that from this time onwards, Scandlines will no longer carry the passenger/bus operator/trader because, in **earlier cases of carriage**, the passenger/bus operator/trader has already **violated** the stipulations of the clauses cited, in particular Clause 15.1.9, and that Scandlines therefore **cannot reasonably be expected** to provide carriage services to this passenger/bus operator/trader.

**152.** Where Scandlines refuses to **carry** a passenger/bus operator/trader, or to **continue carrying** a passenger/bus operator/trader, for the reasons cited above, the ship's command or any other agent of Scandlines may **disembark** the passenger/bus operator/trader, at the passenger's/bus operator's/trader's own costs, in the **next port** (which need not be a port of call) (Clause 14.1 shall apply *mutatis mutandis*).

**153.** Any other statutory claims for compensation and reimbursement of expenditures given on the part of Scandlines – in particular, without limitation, the claims under Clauses 5 (entry rules), 9 (pets), and 10 (luggage) of the present GCC – shall remain unaffected hereby.

## **16. Limitation**

**161.** The entirety of all claims of a passenger/bus operator/trader vis-à-vis Scandlines for death or personal injury or for the loss of or damage to luggage pursuant to Regulation (EC) No. 392/2009 shall become time-barred pursuant to Article 16 of said Regulation.

**162.** All other claims for compensation that a passenger/bus operator/trader may have, including claims arising from delay in crossings, shall become time-barred **after two years** from the date of the disembarkation of the passenger/the luggage. All claims for costs in relation to ferry tickets shall become time-barred after two years from the date of purchase of the ferry ticket in question.

## **17. Applicable law; place of jurisdiction; miscellaneous**

**17.1.** Exclusively **Danish law**, including the Danish Merchant Shipping Act and mandatory international conventions and EU regulations, shall apply to the contractual relationship between the passenger/bus operator/trader and Scandlines.

**17.2.** Any dispute arising out of or in connection with the contract of carriage shall be submitted to and be subject to the jurisdiction of Danish courts.

**17.3.** The headings in the present GCC have been included exclusively for ease of reference and are not relevant for their interpretation.

Copenhagen, June 2018



## **Information provided to passengers regarding their rights at sea pursuant to Regulation (EC) No. 392/2009**

**Important note:** Scandlines is under an obligation pursuant to Article 7 of Regulation (EC) No. 392/2009 to provide passengers with the following information prior to or on departure. Said Regulation provides for the carrier's liability for passengers, their luggage, and their vehicles.

The Regulation applies to any case of international carriage (i.e. any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different EU Member States, or in a single EU Member State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another EU Member State) and to any carriage at sea within a single EU Member State, if

- The ship is flying the flag of or is registered in an EU Member State;
- The contract of carriage has been made in an EU Member State; or
- The place of departure or destination, according to the contract of carriage, is in an EU Member State.

### **Claims of passengers in the event of death or personal injury**

For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident<sup>2</sup>, the carrier shall be liable to the extent that such loss in respect of that passenger does not exceed 250,000 units of account<sup>3</sup>, unless the carrier proves that the incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character, or was caused by an act or omission done with the intent to cause the incident by a third party. If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident, which caused the loss, occurred without the fault or neglect of the carrier.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.

The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 400,000 units of account per passenger and incident.

### **Advance payments**

Where the death of or personal injury to a passenger is caused by a shipping incident, the carrier shall make an advance payment sufficient to cover immediate economic needs on a basis proportionate to the damage suffered within fifteen days of the identification of the person entitled to damages. In the event of the death, the payment shall not be less than EUR 21,000. The advance payment shall not constitute recognition of liability.

Should the person who received the advance payment not be entitled to damages, or should the incident causing the damage have occurred as the consequence of an act of war or of a natural disaster, or should it have been intentionally caused by any third party or caused by radioactive contamination, chemical, biological, bio-chemical, or electromagnetic weapons or by a cyberattack, the carrier shall be refunded the advance payment. Should the

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<sup>2</sup> The term 'shipping incident' pursuant to this Regulation means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship.

<sup>3</sup> The unit of account in the sense of this Regulation is the special drawing right (SDR) as defined by the International Monetary Fund and is an artificial unit of currency. Further information and exchange rate on SDR can be found on: <http://www.imf.org/external/np/exr/facts/sdr.htm>

death of or personal injury to a passenger have been caused or contributed to by the fault or neglect of the passenger, the carrier shall be refunded the advance payment in whole or in part.

#### **Delays in the carriage of luggage/loss of or damage to luggage or vehicles: hand luggage**

For the loss suffered as a result of the loss of or damage to hand luggage, the carrier shall be liable only if the incident which caused the loss or damage was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident. This presumption may be disproved by the carrier. The liability of the carrier for the loss of or damage to hand luggage shall in no case exceed 2,250 units of account per passenger, per carriage.

For the loss suffered as a result of the loss of or damage to luggage other than hand luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss or damage occurred without the fault or neglect of the carrier. The liability of the carrier for the loss of or damage to luggage other than hand luggage shall in no case exceed 3,375 units of account per passenger, per carriage.

The liability of the carrier for the loss of or damage to vehicles, including luggage carried in or on the vehicle, shall in no case exceed 12,700 units of account per vehicle, per carriage.

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewelry, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping.

The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not exceeding 149 units of account per passenger in the case of loss of or damage to other luggage. This sum is to be deducted from the loss or damages.

#### **Notices regarding luggage**

In the case of damage to luggage, its loss or destruction or its delayed delivery, the passenger shall notify the carrier in writing. In the case of apparent damage to hand luggage, such notice must be given before or at the time of disembarkation of the passenger; in the case of all other luggage, such notice must be given before or at the time of its redelivery. In the case of damage to luggage, which is not apparent, or loss of luggage, notice must be given within fifteen days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. The notice in writing need not be given if the condition of the luggage has at the time of its redelivery been the subject of joint survey or inspection.

If the passenger fails to comply with these deadlines, he/she shall be presumed to have received the luggage undamaged and shall lose his/her right to compensation.

#### **Rights of a passenger with reduced mobility to compensation for loss of or damage to mobility equipment or other specific equipment**

Shipping incidents: The passenger has a right to compensation from the carrier, corresponding to the replacement value or the repair costs of the equipment concerned, unless the carrier proves that the incident occurred without the carrier's fault or neglect.

Non-shipping incidents: The passenger has a right to compensation from the carrier, corresponding to the replacement value or the repair costs of the equipment concerned, if he/she proves that the incident was the result of the carrier's fault or neglect.

**Exemptions concerning liability**

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his or her luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from its liability in accordance with the provisions of the law of that court.

The limits on the different amounts for compensation will not apply if it is proved that the loss or damage resulted from an act of the carrier, or an employee or agent of the carrier, or of the performing carrier, done with the intent to cause such loss or damage or with the knowledge that such loss or damage would probably occur.

**Assertion of claims vis-à-vis insurers**

Any claim for compensation covered by insurance or other financial security may be brought directly against the insurer or any other person providing the other financial security, up to a maximum amount of 250,000 units of account in respect of each passenger on each distinct occasion.

**Limitation period**

Any claim for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years. In this context, the commencement of the limitation period may vary depending on the nature of the claim involved.