

Conditions of contract of sea carriage of Passengers and their luggage

I. GENERAL TERMS.

1. The terms of the contract of carriage of Passengers and their luggage shall be considered an integral part of the passenger ticket.
2. The present contract means, that the Carrier shall undertake to carry the Passenger and his cabin luggage to the port of destination, and the Passenger shall pay an established fare for the passage and make payment for the carriage of luggage on the terms stated below.
3. Carriage covers the period during which the Passenger and/or his cabin luggage are on board the vessel, or in the course of embarkation or disembarkation, and the period during which the Passenger and his luggage are transported by water from land to the vessel or vice-versa, if the cost of such transport is included in the fare or if the vessel used for the purpose of auxiliary transport has been put at the disposal of the Passenger by the Carrier. However, with regard to the Passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or on any other port installation.
4. Carriage of other luggage, which is not cabin luggage, covers the period from the time of taking over of luggage by the Carrier, his servants or agents ashore or on board the vessel till the time of its re-delivery by the Carrier, his servant or agent.
5. As used in this contract the following expressions have the meaning hereby assigned to them:
«Carrier» means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing Carrier;
«performing Carrier» means a person other than the Carrier, being the owner, charterer or operator of the vessel, who actually performs the whole or a part of the carriage;
«contract of carriage» means contract made by or on behalf of a Carrier for the carriage by sea of a Passenger or of a Passenger and his luggage, as the case may be;
«Passenger» means any person carried in a vessel: (a) under a contract of carriage, or (b) who, with the consent of the Carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by the Athens Convention relating to the carriage of Passengers and their luggage by sea, 1974;
«Luggage» means any article or vehicle carried by the Carrier under a contract of carriage, excluding: (a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and (b) live animals;
«Cabin Luggage» means luggage which the Passenger has in his cabin or is otherwise in his possession, custody or control;
«international carriage» means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.

II. PASSENGER TICKET.

6. The proof of the conclusion of the contract and payment of due fare for the carriage shall be the ticket handed in to the Passenger.
7. Passenger ticket in its Owner's standard form and contents shall not be subject to any amendments and / or corrections.
8. Passenger ticket shall be considered valid only for the voyage and the vessel indicated in it.
9. Passenger ticket shall not be transferable to other persons not named in the ticket. The ticket shown by any other person will be cancelled and the fare will not be refunded.

III. TARIFFS.

10. Fare shall be paid in accordance with Passenger and cargo tariffs in force.
11. Fare includes three meals a day on board.
12. In case of payment for one-way ticket the Passenger is obliged to leave the vessel one hour after arrival of the vessel to the port of destination.
13. Embarkation and disembarkation dues in the ports of departure / destination shall be paid by the Passenger separately according to the rates of dues levied in these ports, or, if these dues are included in fare, in accordance with tariffs in force.

IV. LUGGAGE.

14. Each Passenger having a separate place shall have the right of carrying a cabin luggage (hand luggage) not exceeding 100 kg. or 0,5 cub.m. free of charge. For carriage of luggage (hand luggage) over established limits shall be paid in accordance with tariffs for carriage of goods. Handing in the luggage to the Carrier shall be evidenced by luggage receipt.
15. Luggage must not contain import / export prohibited articles, fetid, flammable, explosive, radioactive, corrosive, toxic substances / poisons, infectious substances (such as bacteria, virus cultures) or other substances that may turn to be of a nature dangerous to the vessel, cargo, crew and Passengers.
16. The Passenger warrants that the luggage and/or ro-ro unit which he drives or accompanies and which to be transported by the vessel including but not limited to cars, buses, caravans, trailers, semi-trailers, trucks, lorries, containers, etc. contains no weapons, contraband, drugs, other illegal substances or stowaways and the luggage will not cause loss damage or expense to the Carrier, vessel or to any other luggage or cargo during the Carriage.
17. The Passenger shall give written notice to the Carrier or his agent regarding any loss or damage to luggage: (a) in case of apparent damage to the cabin luggage before or at the time of disembarkation of the Passenger; (b) in case of apparent damage to the other luggage - before or at the time of its re-delivery; (c) in case of damage to luggage which is not apparent or loss of luggage - within 48 (forty eight) hours from the time of disembarkation. If the Passenger fails to comply with this article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged. The notice in writing need not to be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

V. CANCELLATION OF CONTRACT BY PASSENGER.

18. The Passenger shall have the right to cancel the contract at any time prior to the departure of the vessel and, after commencement of the voyage, at any port where the vessel may call for embarkation or disembarkation of Passengers
19. The Passenger who has informed the Carrier of his cancelling the contract shall have the right to get back his fare and payment for the carriage of luggage as follows: -
100% refund subject to ticket cancellation at least 3 days before departure from port;
- 75% refund subject to ticket cancellation at least 2 days before departure from port; -
50% refund subject to ticket cancellation at least 24 hours before departure from port; -
No refund is allowed less than 24 hours before departure.
20. If the Passenger has not appeared by the departure of the vessel due to illness or has cancelled the contact prior to the departure of the vessel for the same reason certified by appropriate document, the Passenger shall be given in full the fare and payment for carriage of luggage.

VI. CANCELLATION OF CONTRACT BY CARRIER.

21. The Carrier shall have the right to cancel the contract of carriage of Passengers at the advent of the following circumstances: (a) military or other actions which may present a danger of seizure of the vessel, cargo or Passengers; (b) blockade of the port of departure and/or destination; (c) vessel's detainment by authorities for reasons that do not depend on the parties of the contract; (d) making use of the vessel for special state services; (e) epidemic or quarantine.
22. The contract of carriage shall be terminated without its cancellation by the parties at the advent of the following circumstances: (a) the vessel perishes or is seized by force; (b) the vessel is found unseaworthy.
23. If the contract has been terminated by the Carrier prior to the departure of the vessel, the Passenger shall be given back in full the fare and payment for the carriage of luggage and, if the contract has been terminated after commencement of the voyage - a part of said amount in proportion to the distance that was not covered by carriage.
24. The Carrier has a right on his sole discretion to substitute the vessel stated in this ticket for another vessel. In case of substitute if the substitute vessel has lower particulars than vessel stated in this ticket - carrier will reimburse to passenger difference between cost of tickets of these vessels. The Carrier shall have the right to change Passenger's accommodation, delay the departure of the vessel, change the carriage route, place of embarkation and / or disembarkation of the Passenger provided said actions become necessary because of natural disasters, adverse sanitary and epidemiological conditions as well as because of other events and occurrences not dependent on the Carrier and making the performance of the contract impossible. The Carrier bears responsibility for the possible delay in arrival of the vessel to the port of destination due to the force majeure circumstances, including unfavorable weather conditions, and also due to other reasons not dependent on the Carrier, and reducing of time of staying in the ports caused by these reasons.

VII. PASSENGER'S LIABILITY.

25. The Passenger shall comply with any passport, customs, sanitary and other formalities as required in the ports of call of the vessel, and bear responsibility for nonfulfillment of these requirements as well as for validity of the documents presented by him: a passport, a visa, sanitary certificate and other documents required by control authorities for disembarkation at intermediate ports of call and at port of destination. In case the control authorities forbid the Passenger to enter the country of destination, the Passenger is obliged to pay the fare as well

as freight for carriage of his luggage or ro-ro units to the port where he can be disembarked. Carrier have right to bail luggage or ro-ro unit of passenger if the above fare was not paid before disembarkation/discharging of luggage or ro-ro unit.

26. The passenger shall timely check-in for a voyage in accordance with instructions of Carrier.

27. Passengers must observe on board the vessel rules established by the Carrier, local laws and orders at ports of call, as well as any order issued by vessel's authorities.

28. The Passenger shall be liable for and shall indemnify for all damages caused to the Carrier, the vessel, her furnishing and equipment and damages caused to other Passengers and persons.

29. The Passenger shall be liable for all fines or penalties imposed on the Carrier by any port, customs or other authorities for his illegal actions.

30. Smoking is strictly prohibited on board except for designated places. In case of smoking outside of a designated place the passenger shall be subject to a fine of EUR 50 for each occurrence of smoking. The fine shall be payable on demand of Captain before leaving the vessel.

VIII. CARRIER'S LIABILITY.

31. The Carrier shall undertake to bring the vessel, prior to commencement of carriage, to a condition fit for sailing and safe carriage of Passengers, to timely outfit and supply the vessel with all necessary for the carriage, to man the vessel and maintain her in said condition during the entire period of carrying the Passengers by sea.

32. The Carrier shall be liable for the damage suffered as a result of the death of or personal injury to a Passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the Carrier or of his servants acting within the scope of their employment.

33. The Carrier shall not be liable for the loss of or damage to monies, negotiable securities, precious metals and articles made thereof, jewelry, works of art or other valuables, excluding the cases when the said valuables were handed over to the Carrier who have given his consent for their safe-keeping.

34. On international carriage the Carrier's liability in case of death of or personal injury to a Passenger and the loss of or damage to the cabin or other luggage is regulated by provisions of the Athens Convention relating to the carriage of Passengers and their luggage by sea, signed in Athens on 13 December 1974, and the Protocol to the Athens Convention relating to the carriage of Passengers and their luggage by sea of 1974, signed in London on 19 November 1976.

35. In case Law and Conventions applicable to the carriage provide the possibility to stipulate suspension or limitation of Carrier's liability to a certain minimum, such a suspension or limitation shall be considered agreed upon respectively.

36. The Passenger, whose health or behavior could prove threatening to other Passengers health, safety and comfort, shall not be admitted on board the vessel. If any such Passengers during embarkation to the vessel have not informed the Carrier or had not received Carrier's and/or Master's written consent, the Carrier and/or Master shall be at liberty to land such Passengers at any port of call or make them move to another berth, with such Passengers not being entitled to claim refunding of the respective fare rate.

37. In case of Passenger's sudden illness during the voyage, the Carrier shall render necessary medical aid, available on board of the vessel to the Passenger before his hospitalization or delivery of the Passenger to the corresponding State authorities and/ or his relatives.

38. Carrier is not responsible to the passenger for delay of the vessel, untimely departure of the vessel from port of departure as well as untimely arrival to port of destination, change of route or voyage duration, cancellation or delay of voyage to another date/time, if such should occur due to circumstances beyond carrier's control.

IX. JURISDICTION.

39. Any disputes and disagreements which may arise under the present contract or in connection with its fulfillment are to be referred to the court of principal place of business of the Carrier.

Conditions for booking of Transportation of personal transport proceeding with driver with CHORNOMORSK-HAYDARPASA FERRY SERVICE

1. Passenger can book transportation of a car with length less than 7 m and mass of the vehicle in service (unladen weight) less than 3 tons, motor-cycle, scooter or a bicycle proceeding with a driver. To book transportation of a vehicle with length equal to or exceeding 7 m and mass of the vehicle in service equal to or exceeding 3 tons, Carrier must be contacted.

2. Transportation of personal transport shall be paid for as an additional service according to relevant fare established by the Carrier. Payment for transportation of personal transport shall be made simultaneously with payment for passenger transportation.

3. Passenger is liable for the proper submission of the information. In case:

- the actual length of the personal transport proceeding with driver is between 5 and 7 m or mass of the vehicle in service is between 2 and 3 tons while payment has been made at the tariff rate applicable to personal transport with length less than 5 m or mass of the vehicle in service less than 2 tons Passenger is liable to pay the difference to comply with active rates before boarding.

- the actual length of the personal transport proceeding with driver is equal to or exceeds 7 m or mass of the vehicle in service is equal to or exceeds 3 tons, Carrier may deny Passenger carriage of such personal transport or Passenger may be required to pay the difference to comply with active rates before boarding.

- If the improper information submitted by Passenger will lead to problems while passing customs and border control, Passenger may be denied carriage of the personal transport with refund for the transportation of personal transport being made according to Cl. 5 (Terms of refunding) of these rules, and refund for the transportation of passenger (if the passenger refuses to travel) being made according to current conditions of refund for passenger ticket.

4. Passenger shall comply with passport, customs and/or other formalities in force at countries of ports of call of vessel and shall be liable for non-compliance as well as for validity and sufficiency of the documents provided including but not limited to: passports, driving licenses, registrations, power of attorneys, insurance policies and/or other documents which may be required by the competent authorities to allow entrance of personal transport to/from ports of call and/or port of destination. If as a result of a failure to comply with the above the personal transport which is proceeding with Passenger is forbidden:

- to leave the country of departure: the refund for the transportation of personal transport will be carried out according to Cl. 5 (Terms of refunding) of these rules, and refund for the transportation of passenger (if the passenger refuses to travel) will be implemented according to current conditions of refund for passenger ticket.

- to enter the country of destination:

Passenger shall be liable to pay for transportation of both the personal transport and the Passenger (if the passenger travels with the personal transport) to a port where such personal transport can be discharged.

5. Terms of refunding

- Passenger cancelling personal transport booking not later than 3 days before sailing of vessel from the port of departure is subject to 100% refund of personal transport transportation costs

- Passenger cancelling personal transport booking not later than 2 days before sailing of vessel from the port of departure is subject to 75% refund of personal transport transportation costs

- Passenger cancelling personal transport booking not later than 24 hours before sailing of vessel from the port of departure is subject to 50% refund of personal transport transportation costs

- Passenger cancelling personal transport booking less than 24 hours before sailing of vessel from the port of departure is not allowed any refund for personal transport transportation costs.

CONDITIONS OF BOOKING OF Transportation of domestic animals

1. Transportation of domestic animals shall be paid for as an additional service by the Passenger according to relevant fare established by the Carrier.

2. The Carrier shall transport domestic animals that pose no potential threat to Passengers, crew and do not influence the voyage safety.

3. Animals shall obligatory be properly placed in containers/cages with solid bottom and shall have valid certificates pertaining to vaccination and health status (please consult local veterinary clinic for details), permissions to enter the country of destination or transit. Animals must be clean, neat and without unpleasant smell.

4. If the Passenger fails to meet requirements of paragraphs 2 and 3 of these Rules, the Carrier shall have a right during check-in of the Passenger, at its own discretion, to make the final decision regarding transportation or refusal of the transportation of animals. If the Carrier decides to refuse transportation of the animal, the refund for the transportation of the animal and the Passenger (if the Passenger refuses to travel) shall be performed subject to current conditions of refund for transportation of animals and/or Passenger ticket.
5. Transportation of domestic animals is made in the cabin provided for this purpose on the ship. The passenger is obliged to pay all free passenger seats in this cabin.
6. In the case of domestic animal transportation, the Passenger shall take full responsibility for his/her animals, and for presentation of necessary certificates, permissions, references etc., as provided for by applicable laws and rules of the country of departure and entry. The Carrier shall not bear responsibility for any injury, loss, delay in delivery, illness or death of such animals during transportation or due to denial of competent authorities of entrance to country or transit, unless such damage was caused as a result of the Carrier's negligence.
7. If non-compliance with the above requirements leads to a situation where the animal carried by the Passenger is prohibited:
 - a) to leave the country of departure: the refund for the transportation of the animal and the Passenger (if the Passenger refuses to travel) shall be performed subject to current conditions of refund for transportation of animals and/or passenger ticket.
 - b) to enter the country of destination: Passenger shall be liable to pay for transportation of both the animal and the Passenger to a port where the animal and the Passenger can be landed.
8. The walking of pets is carried out strictly in places agreed with the administration of the ship. The passenger is obliged to remove the traces of the vital activities of the domestic animal which he carries, both in the places of walking and in the cabin in which the animal is transported. In case of violation of this requirement, the Passenger is obliged, on demand of the Captain, to pay a fine to the ship at half the fare of transporting the animal for each violation payable before disembarkation from the ship.
9. The passenger is obliged to see to it that the animal remains silent during its transportation. In the case of a systematic violation of this requirement, a penalty may be applied to the Passenger at double the fare of transporting the animal on the ship payable on demand of the Captain before the passenger disembarks from the ship.