(Regulation/Policy) on Passenger, Baggage, and Cargo Transport

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Based on its authority under Article 21 of the Statute of Jadrolinija, a company for passenger and cargo maritime transport, located in Rijeka, Riva 16 (hereinafter referred to as 'the Company'), the Company's Management, during a meeting held on August 29, 2023, has established the revised text of the Regulations on the Carriage of Passengers, Baggage, and Cargo.
The revised text of the Regulations on the Carriage of Passengers, Baggage, and Cargo includes the Regulations on the Carriage of Passengers, Baggage, and Cargo dated October 13, 2020, and the Decision on Amendments to the Regulations on the Carriage of Passengers, Baggage, and Cargo dated August 29, 2023.

RULE BOOK ON PASSENGER, BAGGAGE, AND CARGO TRANSPORT

(revised text)

I. RECITALS

Article 1

By adopting this Rule Book on Passenger, Baggage, and Cargo Transport (hereinafter: the Rule Book), the Company establishes the general terms and conditions of passenger, baggage, and cargo transport in accordance with the regulations in force.

Article 2

The Rule Book is the fundamental act that establishes the essential rules of passenger, baggage, and cargo transport, pursuant to the Maritime Code and the Civil Obligations Act of the Republic of Croatia.

Article 3

Definitions

For the purposes of this Rule Book, the terms listed below shall have the following meanings:

- *ship* shall refer to any passenger ship, and especially a ro-ro passenger ship and a fast passenger ship owned or leased by the Company;
- *ship operator (carrier)* shall refer to the person (the Company) entering into a transport contract, either directly or indirectly;
- *passenger* shall refer to a person transported by a ship pursuant to a transport contract, i.e. any person on a ship, excluding the persons employed on the ship in any capacity;
- *agency* shall refer to any agency, agency branch, or point of sale of the Company authorised for the sales of the Company's services;
- *voucher* shall refer to a token (service purchase order) brought by a passenger to a Company's agency, based on which the Company performs a service, and the voucher issuer undertakes to pay the service requested;
- *vehicle* shall refer to any vehicle (whether self-propelled or not), including passenger vehicles, trailers, buses, lorries, semi-trailers, vans, tractors, motorcycles, special and commercial vehicles, baggage trailers, boat trailers, boats and other wheeled means of transport or wheeled platforms;

- *baggage* shall refer to any object, including vehicles, being transported pursuant to a transport contract, excluding the following:
- *hand baggage* shall refer to the baggage kept in a passenger's cabin or kept or supervised by a passenger, including baggage stored in or on a vehicle;
- *cargo* shall refer to the transported objects not classified as hand baggage or baggage;
- *client* shall refer to the party to the contract ordering a cargo transport service from the carrier;
- *shipper* shall refer to the client or a person authorised by the client who hands over the cargo to the ship operator for the purpose of transport pursuant to a cargo transport contract;

- *recipient* shall refer to the person authorised to receive cargo from the ship operator;
- *transport service user* shall refer to a person having certain rights towards the ship operator pursuant to a cargo transport contract (client, shipper, recipient).

Article 4

This Rule Book shall establish the following:

- general terms and conditions of transport;
- fundamentals of transport service provision;
- the Company's liability for damages;
- passenger and baggage transport;
- cargo transport.

Article 5

General terms and conditions

The general terms and conditions governing the contracts on passenger, baggage, and cargo transport are contained in the Company's tariffs, sailing schedule, rule books etc.

At the request of interested parties, the agencies shall present their tariffs and rule books, and the sailing schedule shall be displayed in a visible position on all ships and at all agencies.

The corresponding tariffs shall be displayed in visible positions at the points of sale for local routes.

Article 6

Information

The agencies shall provide information about the sailing schedule, the terms and conditions of transport service provision, possible delays, waiting time at specific ports, etc.

Agency employees shall provide the said information in a helpful and kind manner, with the aim of maintaining the Company's good reputation. This obligation shall also apply to the crews of the Company's ships.

Article 7

Trade secret

When providing information, the employees shall not disclose any trade secrets. It is forbidden to disclose information concerning the senders, origin, recipients or routes of transport of any consignments. It is also forbidden to provide official information without an authorisation from the Company's responsible employees, in accordance with the Rule Book on the Company's Trade Secrets.

Article 8

Fundamentals of transport service provision

The maritime transport services provided by the Company comprise regular passenger transport along the established routes, in line with the approved sailing schedule, transport along international routes as well as additional and extraordinary transport services provided if necessary.

An individual passenger, baggage, or cargo transport service shall be rendered pursuant to a contract concluded between the passenger or the client and the Company for the purpose of passenger, baggage, or cargo transport.

Article 9

Sailing schedule

The Company's regular transport services shall be provided in accordance with the high- and low-season sailing schedule published in a timely manner.

The sailing schedule shall be approved or consented to by the Agency for Regular Maritime and Coastal Transport.

The published sailing schedule constitutes a part of the general terms and conditions governing the transport service provided by the Company's ships. The sailing schedule contains a "valid-until" date. Modifications of a published sailing schedule may only be introduced in exceptional cases and published in a prescribed manner, depending on the time limits and reasons for their introduction.

The Company reserves the right to modify its sailing schedule without a prior notification and to cancel or change the terms of any trip if it holds necessary to do so, for reasons such as a strike, adverse weather conditions, public unrest, tensions in diplomatic relations or any other reasons.

In the event of a delay in regular ship transport for any reason whatsoever, a trip interruption or a similar event, the passengers shall acquire additional rights pursuant to the Regulation No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway.

Article 10

Transport contract

A contract on the transport service provided by the Company's ships shall be considered an adhesion contract. The parties using the transport services shall adhere to the predetermined terms and conditions of transport service provision (including the price, sailing schedule, general terms and conditions, etc.).

A passenger transport contract within the meaning of this Rule Book shall be considered concluded when a passenger purchases a travel, baggage, or cargo ticket, or embarks on a trip without a purchased ticket.

Article 11

By selling a ticket, the Company undertakes to transport the passenger and his/her baggage along the route for which the ticket is purchased.

By purchasing a ticket, the passenger undertakes to fully adhere to the Company's terms and conditions of transport service provision and to pay the corresponding transport fare or baggage fee for baggage other than hand baggage.

Article 12

Disclaimer

The Company shall not be held liable for any damage (such as the death or injury of a passenger; damaged baggage, loss of baggage or any part thereof) suffered by a passenger or other transport service user, regardless of its cause or the circumstances in which it was caused, nor for any indirect damage that may arise therefrom, in the event of:

a) a compensation claim for death or injury, or baggage lost or damaged on a ship or in a direct relation with the use of the ship or rescue operations (providing assistance), as well as for additional damage arising therefrom:
   - if the fault for the damage may not be attributed to the carrier or its employees (crew);
   - in the event of a natural death or suicide;
   - if the passenger disobeys the crew's instructions;
   - if a passenger causes damage to another passenger (such as theft, fight, murder or intentional damage caused to a vehicle);

b) a compensation claim for any damage arising from a delay in the maritime transport of cargo, passengers or their baggage not caused through the Company's fault, such as:
   - arrest of ship;
   - change of route;
   - loss of ship;
   - strike of onshore workers;
   - crew strike or riot;
   - maritime accident;
   - force majeure;
   - ship or machinery downtime;
   - a ventilation system failure or a problem with the ballast;
   - incorrect stowage of goods, goods deficient in weight or number, goods showing signs of breakage, leakage, rusting, greasing or sweating, emanating odour or entering into contact with other goods, missing parcels, incorrect address or labelling.

The Company shall not in any event be held liable for the loss of markets, operations, or sales.

All circumstances and conditions, as well as the rights and obligations of the ship operator, passengers, and clients concerning the liability for damage incurred during the transport of passengers, baggage, and cargo, such as the death or injury of a passenger, property damage, etc., are defined by the Maritime Code, the Civil Obligations Act, the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, insurance regulations in force and international conventions.

II. PASSENGER AND BAGGAGE TRANSPORT

A) General terms and conditions

Article 13

Passengers

Pursuant to the current regulations, the persons allowed on the ship during navigation shall include the crew and the passengers.

Any person in possession of a valid ticket when boarding a ship or boarding a ship without a ticket as per the provisions of the Maritime Code currently in force shall be considered a passenger.

A passenger shall have the rights and obligations arising from the passenger transport contract.

Article 14

Passengers' rights and obligations

A passenger holding a ticket shall be entitled to be transported by a ship, along the route for which the ticket is purchased. The passenger shall also be entitled to the services listed on the ticket.

A passenger shall be deemed, either by purchasing a ticket or by boarding a ship, to fully accept the Company's terms and conditions of passenger and baggage transport services, and shall adhere to all the Company's passenger and baggage transport rules.

Unaccompanied children may not travel by the Company's ships, and specifically:

- on international routes: children under the age of 13;
- on local routes: children under the age of 12 shall be accompanied by an adult.

In the event of a ticket paid in cash, the passenger shall count the change received. Subsequent complaints shall not be considered.

A passenger on a ship shall conduct himself/herself in such a way as to not disturb other passengers or crew members and he/she shall take care not to damage the ship, its inventory or other passengers' property.

A passenger shall adhere to all regulations of the maritime, port, health, customs and other authorities, as well as obey the official orders of the ship's captain, if any are given.

With regard to travel documents required in international transport, the passenger shall adhere to the legislation and the regulations of both his/her departure and destination country, and he/she shall present the required document whenever requested by a Company's agency or employee. The Company shall refuse to transport any person not in possession of a valid travel document.

A passenger shall be personally held liable for his/her wrongful acts or omissions by the competent authorities, as well as by the Company, which is entitled to compensation for all damage caused by such wrongful acts or omissions. A passenger shall not, in any event, be entitled to any kind of compensation or transport fare refund if the authorities forbid him/her to board or disembark due to an invalid travel document or if the trip is cancelled due to his/her travel document not being valid.

Passengers on the ship shall not be allowed to engage in any activity for the purpose of trading or making a profit at the expense of other passengers or crew members (e.g. selling objects of any kind, playing musical instruments or singing for a fee, etc.).

The ship's captain may refuse to transport any person he/she considers a risk to the ship's safety or likely to cause damage to the Company.

Persons suffering from infectious diseases shall not be allowed to board the ship if the ship is unable to meet the necessary sanitary conditions and regulations. Before the trip, such persons shall receive a refund of the amount paid for the ticket and other tickets issued by the Company, if any, without any other kind of compensation.

Persons under the influence of alcohol and persons who do not adhere to public order regulations and the passenger code of conduct may be denied from boarding the ship or excluded from further transport. In the event of such exclusion, the transport fare for the unused part of the trip shall not be refunded.

A passenger shall be entitled to file a complaint with regard to anything he/she found to his/her dissatisfaction during the trip, be it due to the Company's actions or the actions and conduct of its employees. The passenger may lodge a complaint in the manner prescribed by the law. A notification on the complaint-filing procedure shall be displayed on all ships and at all agencies.

If a passenger files a complaint and requests compensation or a refund, he/she needs to document such requests, i.e. enclose evidence with his/her complaint (such as a ticket or an invoice attesting to a payment, etc.).

Article 15

Passenger insurance

During a trip, a passenger and his/her baggage shall be insured pursuant to the Insurance Contract concluded between the Company and an insurance company.

Article 16

Passenger, baggage, and cargo transport tariffs

The Passenger and Baggage Transport Tariffs are public and available to all interested persons.

The provisions on tariff validity, transport fares, fare increases and decreases, transport of children, terms and conditions of privilege use, tariff validity and modifications shall be publicly available and entirely binding for both the Company and the passengers. The above mentioned provisions are determined in accordance with the concession agreements and regulated by the competent authorities.

Passenger, baggage, and cargo transport tariffs for commercial routes shall be adopted by the Company's Management Board, with the consent of the competent regulatory agency.

Passenger, baggage, and cargo transport tariffs may also include the prices of berths (cabins), reclining seats, food and drink served on the ship, transport of pets, as well as ticket reservation, exchange, and cancellation fees.

Article 17

Ticket reservations

Reservations are available for certain routes and can be made at the Company's agencies, on its web site and through its authorised partners, as a rule by purchasing a ticket. Reservations allowing the ticket to be purchased subsequently are also available for some routes, in the manner established by the Company's commercial terms and conditions.

Reservations are made through an electronic sales system, in accordance with the instructions provided by the Company. In the event of serious technical problems in the functioning of individual elements of the reservation and sale system, the Company reserves the right to temporarily revert to manual entry of reservations at its offices. In this event, the Company's agencies shall follow the special instructions provided by the Company.

Article 18

Transport fare refund

The possibility of a transport fare refund and the related procedure are regulated as follows:

a) A full refund of the transport fare and additional service fees or a refund of the difference between the amount paid and the price of the used part of the trip is possible:
- if the passenger of his/her family member or a companion without whom the passenger is unable to travel is affected by a serious disease or dies before or during the trip, provided that the Company receives a written notification that the passenger is unable to embark on or continue the trip, with an explanation and enclosed evidence;
- in the event of the trip becoming impossible due to force majeure or an obstacle on the Company's side, if the Company fails to provide to the passenger a trip to the port of destination specified in the transport contract, in accordance with the legislative requirements;
- if the passenger withdraws from the contract in the event of the ship not departing within an hour of the time defined in the contract or sailing schedule within the territory of the internal sea waters of the Republic of Croatia, or within 12 hours of the time defined in the contract or sailing schedule outside this territory.

b) A transport fare refund, with a deduction, is possible on local routes in the following cases:
- if a passenger decides against taking the trip prior to the ship's departure time stated on the ticket, or, on the routes for which no reservations are available, prior to the ship's last departure within the ticket's validity period, the passenger is entitled to a transport fare refund with a 10% deduction;
- if a passenger decides against taking the trip and fails to notify the Company thereof within the aforementioned time limits, the Company may refund his/her transport fare with a deduction prescribed by the commercial terms and conditions in force, provided that the Company considers it justified and the applicant sends a request within 15 days of the ship's departure date, including this date.
- The transport fare shall not be refunded if the passenger decides to terminate his/her trip before reaching the final destination.

c) A refund of the transport fare and additional service fees, with a deduction, is possible on international routes in the following cases:

- A passenger is entitled to a partial refund of the amount paid for an unused ticket only if he/she duly and timely cancels the reservation prior to the ship's departure within the set time limits (including the departure day):
  - No less than 22 days prior to the ship's departure, with a 10% deduction from the full ticket price;
  - 8–21 days prior to the ship's departure, including the said days, with a 20% deduction from the full ticket price;
  - 1–7 days prior to the ship's departure, including the departure day, with a 30% deduction from the full ticket price.
  - on the departure day, the cancellation fee shall be charged in the amount of 100% of the ticket price.
  - If the passenger terminates his/her trip at an intermediate port or fails to cancel his/her trip prior to the ship's departure or fails to board the ship, the 100% cancellation fee shall be charged.
- If the passenger decides against taking the trip and fails to notify the Company thereof within the time limits specified in the previous paragraph, the Company may refund the ticket price to this passenger with a deduction prescribed by the commercial terms and conditions in force, provided that the Company considers it justified and the applicant sends a request within 15 days of the ship's departure date, including this date.

Article 19

Passengers' rights in the event of a trip interruption

In the event of trip cancellation or a delayed departure, the Company shall notify the passengers thereof as soon as possible, and in any case no later than 30 minutes after the planned departure time stated in the sailing schedule. The Company shall also notify the passengers of the planned new departure and arrival times. In the event of trip cancellation or departure delayed for more than 90 minutes, the Company shall provide a free meal (snack) and a drink (refreshment) to passengers. In the event that the passengers must stay overnight, the Company shall offer them free accommodation if possible. The total cost may be limited to EUR 80 (or its equivalent in HRK according to the middle exchange rate of the Croatian National Bank) per person for one night, with a maximum stay of three nights.

Article 20

Passengers' rights in the event of trip cancellation or departure delay of more than 90 minutes

In the event of trip cancellation or departure delayed for more than 90 minutes, the Company shall immediately offer to the passenger the option of travelling on a different route (rerouting) to the final destination, as soon as possible, without any additional costs or refunds, and, if appropriate, a return to the port of departure without any additional costs (a free return trip). In the event of cancellation or delayed arrival, the passenger is also entitled to seek compensation in addition to the alternative transport service provided. The minimum amount of the compensation equals 25% of the ticket price, as follows:

a) in case of a 1-hour delay on trips of 4 hours maximum;
b) in case of a 2-hour delay on trips of 4–8 hours;
c) in case of a 3-hour delay on trips of 8–24 hours;
d) in case of a 6-hour delay on trips of more than 24 hours.

If the delay exceeds double the aforementioned times, the compensation shall be increased to 50% of the ticket price. The compensation shall be paid in vouchers or in cash, at the request of the passenger, within 1 month of receipt of the request. The compensation may not be decreased by the amount of fees and charges. The Company may introduce the rule of a minimum amount required for the compensation to be paid. This minimum amount shall not exceed EUR 6 (or its equivalent in HRK according to the middle exchange rate of the Croatian National Bank).

The Company is exempted from the obligation of paying compensation or providing accommodation to passengers if the delay or cancellation is caused by adverse weather conditions posing a risk to safe navigation.

Article 21

Refund procedure for transport fares and other payments

Refunds of transport fares paid in cash, by credit and debit cards, and the prices of tickets purchased on the Company's website and in its mobile app shall be effected by the Company's agencies, provided that the ticket has not been charged to a business account and that the ticket has not been recorded as used in the ship's system, pursuant to the conditions laid out in Article 19 hereof.

The agencies shall be entitled to effect a direct refund of a price ticket if they are contacted by the applicant prior to the departure of the ship by which the applicant was supposed to travel based on his/her ticket and its validity period. After the ship's departure, specifically within 15 days of its departure date and including this date, the applicant may present an application for a transport fare refund to the Company. The agency in charge shall act in accordance with the Company's instructions and within the limits of its own powers.

In all cases where the reason for the ticket remaining unused lies with the passenger and where a justified reason for not using the ticket is a requirement for the refund, the passenger's application shall include his/her reasons for not using the ticket along with the related evidence, which is subject to the Company's evaluation.

In case of a cash refund, the agencies shall send to the Company an envelope with the documents used for refund calculation, including the unused ticket and the prescribed form containing the passenger's acknowledgment of receipt of the amount stated therein. The layout and content of the form are determined by the Company, which shall inform the agencies of all changes thereof.

In case of a credit or debit card refund, the agencies shall send to the Company an envelope with the documents used for refund calculation, including a counterfoil signed by the passenger. Exceptionally, subject to the Company's approval, the transport fare may be refunded at an agency if the reason for the refund lies with the passenger, even if the requirements listed in paragraph 1 of this Article are not met.

Transport fare refunds for tickets purchased on the Company's website, based on the passenger's written application, shall be effected by the Sales Department, as full or partial refunds of credit, debit or prepaid card payments.

Transport fare refunds for tickets paid by bank transfer, purchase order, voucher or other methods, and charged to a business account, shall be effected by the Company's departments. In certain cases, the agency employees may also be authorised to do so should the Company find this necessary. Approvals required for the purpose of value-added tax corrections shall be signed and stamped and returned to the Company's address.

The ticket for which a refund is requested may be presented at a Company's agency, on which occasion a transport fare refund form for local routes should also be completed, or it may be sent to the Company's postal address. If the ticket was purchased through the website of the mobile app, the request should be sent by e-mail.

Article 22

Privileges

Privileges pertaining to the transport of passengers by the Company's ships are determined by the legislative regulations, as well as by the tariffs prescribed by the competent regulatory agency. The privileges approved by the Company form a part of the adopted commercial terms and conditions.

B) Passenger transport

Article 23

Ticket

The ticket is the basic travel document in passenger transport. The ticket is issued to the passenger by the Company as a proof of existence and content of the corresponding passenger transport contract. If the ticket has not been issued, the existence and content of the passenger transport contract may also be proved by other means.

The ticket containing the name of the holder may not be transferred to another person without the Company's consent. The ticket not containing the name of the holder may be transferred to another person without the Company's consent prior to the ship's departure, by means of a simple handover (in this case, the person presenting the ticket is considered to be the ticket holder).

The ticket presented by one person (i.e. the ticket holder) may not be transferred to another person without the Company's consent after the passenger begins his/her trip.

The Company places on the market and withdraws from the market different types of tickets and provides instructions for their intended purpose and use. Agency and ship employees in charge of tickets shall be well informed on the types of tickets available and the related procedures, as well as familiar with the provisions of this Rule Book, instructions on privileges and other ticket handling instructions provided by the Company.

Tickets purchased through the Company's website or mobile app are considered to be valid tickets, regardless of whether they are printed on paper or shown on a mobile device screen, as well as electronic tickets issued on electronic devices at the time of boarding.

Article 24

Issuance and inspection of tickets and cards

The Company supplies the agencies and ships with the sufficient amounts of all types of travel and other tickets for sales, and the agencies and ships are bound to keep these tickets in such a way as to prevent any possible misuse thereof. Detailed provisions on the collection, keeping, record-keeping, supply control and other activities in relation to travel and other tickets are contained in the corresponding instructions.

A passenger shall keep his/her ticket throughout the trip and show it on demand to the Company's control staff or other authorised persons. This shall apply in the same way to all other tickets.

A passenger who loses a ticket is not entitled to any kind of compensation or a duplicate that would replace the ticket. A duplicate of the ticket containing the holder's name may be issued in exceptional cases only if approved by the Company and only for the purpose of enabling the trip in question. This shall apply in the same way to all other tickets.

A ticket issued based on an islander's travel card, islander's vehicle transport card and fee sticker, student ID card or disabled person's card may be used exclusively by the card holder.

At the time of boarding, the card holder shall, at the request of the ship operator's employees, present his/her card used to obtain the ticket.

During the trip, the card holder shall have on him/her a valid islander's travel card, islander's vehicle transport card and fee sticker, student ID card or disabled person's card based on which a privileged ticket was issued.

Any kind of card use contrary to this Article small be deemed a misuse thereof.

In the event of a discovered misuse of an islander's travel card, islander's vehicle transport card and fee sticker, student ID card or disabled person's card, the card shall be suspended for 6 months by a decision of the Ministry of the Sea, Transport, and Infrastructure, and in the event of a repeated misuse, the user's transport privileges shall be withdrawn permanently.

Article 25

How to obtain a ticket

A passenger shall obtain a ticket on time, prior to boarding the ship, from the Company's agency at the port of departure, a travel agency authorised by a contract for the sales of the Company's tickets, or through the Company's website or mobile app.

The following persons may board the ships operating on local routes (except for catamarans) without a previously obtained ticket:

- the users of pre-paid or post-paid accounts linked to their islanders' travel cards or Jadrolinija2go cards;
- islanders – pensioners who are entitled to free transport based on their islanders' travel cards;
- islanders – students who are entitled to free transport based on their student ID cards;
- prepaid ticket holders, who need to present their tickets for registration purposes;
- public service employees, who are entitled to free transport pursuant to the law.

In these cases, an electronic ticket shall be issued using an electronic device at the time of boarding.

The aforementioned groups travelling on routes with available reservations may board their vehicles directly if so determined according to the Company's possibilities and prescribed by the Company.

Regardless of whether a passenger belongs to an aforementioned group, he/she may purchase a ticket on the ship in exceptional cases, i.e. if it is not possible to purchase the ticket from the Company's agency or another travel agency because it is closed or unavailable at the passenger's port of departure. In these cases, no additional fees shall be charged for purchasing the ticket on the ship.

When purchasing the ticket, the passenger shall pay the transport fare as per the tariff valid on the travel date, as well as the port fee, if prescribed.

Ticket sales, reservations, and other services rendered by the Company's agencies may be performed by travel agencies and other travel businesses not owned by the Company, upon entering into appropriate contracts with the Company. These travel agencies and other travel businesses not owned by the Company are bound to adhere to the provisions of this Rule Book, and especially the provisions regulating the activities of the Company's agencies and other instructions provided by the Company, unless stipulated otherwise in the pertinent contract.

When issuing tickets to holders of islander's travel cards, islanders' vehicle transport cards and fee stickers, student ID cards or disabled persons' cards, the Company's employees shall be authorised to verify the card holder's identity by examining the card photograph in case of passenger tickets and the sticker toll or number plate in case of vehicle transport tickets.

Requests for privileged or free tickets based on islander's travel cards, islanders' vehicle transport cards and fee stickers, student ID cards or disabled persons' cards made by the persons who do not hold and present such cards shall by refused by the Company.

The Company shall refuse to provide passenger or vehicle transport services to the persons that refuse to have their identity as the islander's card holders verified, pursuant to paragraphs 8 and 9 hereof.

Article 26

Port fees

Port fees are charged by domestic and foreign ports and paid in advance at the time of purchasing the ticket, and the Company's is bound to state the amount charged on the ticket.

For commercial reasons, port fees on international routes may be included in the total transport price, and the Company shall regulate the issue of port fee registration and payment by an appropriate agreement with the port agents.

Article 27

Ticket exchange

If a passenger who already purchased a ticket wishes to change the travel route, trip type, or service scope before starting the trip, the terms and conditions of this Article shall apply.

Only valid tickets may be exchanged or used in combination with an extra-charge ticket, i.e. the tickets still valid for a trip that has not yet started.

No changes are allowed with regard to tickets already issued. Changes may only be introduced by withdrawing the existing ticket and issuing a new one, or by adding an extra-charge ticket to the existing one.

If a passenger wishes to upgrade the service (e.g. a longer route, a larger vehicle, an upgraded cabin) covered by his/her valid ticket, and the Company has the available capacity to grant his/her request, the Company's agency shall withdraw the existing ticket and issue a new one in exchange for a fee, recognising the value of the previously purchased ticket without any deductions, unless determined otherwise by the adopted commercial terms and conditions. In certain cases (e.g. if a freight vehicle's length or tonnage exceeds the one stated on the valid ticket), the Company may grant the request of the service user by issuing an extra-charge ticket to be used in combination with the existing one. If the Company is unable to grant the passenger's request, the passenger may cancel the trip and receive a transport fare refund with a deduction as per Articles 18, 21, and 47 of this Rule Book.

If a passenger wishes to downgrade the service covered by his/her valid ticket (e.g. a shorter route, a smaller vehicle, a downgraded cabin), he/she may return the existing ticket, receiving a refund with a deduction as per Articles 18, 21, and 47 of this Rule Book, and purchase tickets for the desired type and scope of service. If the passenger does consider this option as cost-effective, he/she may use the downgraded service (a smaller vehicle, a shorter route) based on the existing ticket.

If a passenger wishes to change his/her travel date, he/she shall be allowed to exchange his/her ticket provided that there are sufficient capacities available on the chosen date, in exchange for a reservation change fee prescribed by the commercial terms and conditions adopted.

All changes described herein may only be effected at the Company's on-shore agencies prior to the start of the trip covered by the valid ticket. No changes are allowed on ships or at agencies after the ship departs. In exceptional cases, the ship crew, the agency employees or the passenger shall ask for permission of the Company's responsible official to derogate from these rules.

Article 28

Ticket validity

A ticket shall be considered valid in the period from the beginning to the end of the trip.

A ticket for a local route with no available reservations shall be considered valid for a single trip up to and including the date stated as the departure date. In exceptional cases, such as adverse weather conditions, technical problems, etc. preventing the ship operator from rendering the service, a ticket for a local route shall be considered valid for another trip within 72 hours of the time of re-establishing the route.

A ticket for a route with available reservations shall be considered valid for the date and time of departure stated on the ticket.

As a rule, a ticket shall be considered valid only for the route stated thereon. Exceptions from this rule are defined by the commercial terms and conditions.

Article 29

On-board ticket validation

At the time of boarding, the part of the passenger's physical ticket with the statement: "to be kept by the ship" shall be removed, and the passenger shall keep the part of the ticket with the statement: "to be kept by the passenger". The passenger shall keep the ticket until the end of his/her trip and show it to the Company's control staff on demand. The time of the passenger's disembarkation, i.e. leaving the ship, shall be considered the end of the trip. The tickets shall be validated at the time of boarding using electronic scanners, or if this is not possible, within the shortest possible time frame after the start of the trip.

The tickets purchased through the Company's website or mobile app shall be validated at the time of boarding, regardless of whether they are printed on paper or shown on a mobile device screen.

If an electronic ticket cannot be scanned for technical reasons, the Company's agency shall send the ticket and its barcode by e-mail to the ship's official e-mail address, and the ticket shall be scanned in this manner.

If the above procedure cannot be performed due to lack of technical possibilities or in case of an illegible barcode on a paper ticket, the number of passengers and vehicles covered by the ticket shall be entered into the validation system manually.

The tickets issued using electronic scanners at the time of boarding shall be validated automatically.

Once all tickets are validated, the crew member in charge of boarding shall check the related reports and conclude the trip's ticket validation procedure. The said crew member shall inform the Company's competent departments of all errors, if any, that occurred in the validation process, immediately upon becoming aware thereof.

Article 30

Passengers without a valid ticket

A passenger who boards without a ticket shall report immediately to the ship's captain or the crew member in charge of boarding in order to obtain a ticket.

If the passenger without a ticket reports to the said persons by himself/herself in order to obtain a ticket, he/she shall be issued with a ticket at the regular or privileged price, in line with his/her transport privileges. The charging of a special supplement is regulated by Article 33 of this Rule Book.

If a passenger does not report to the ship's captain or the crew member in charge of boarding immediately upon boarding and is caught without a ticket, he/she shall be issued with a ticket at double the regular or privileged price, in line with his/her transport privileges.

A passenger caught without a ticket, whose port of departure cannot be determined, shall be charged the price of the ticket from the ship's initial port of departure on that route.

A passenger who loses or destroys his/her ticket, as well as a passenger holding a ticket with a past or illegible date, shall be considered a passenger without a ticket.

The ship's captain may, for justified reasons, order a passenger without a ticket to disembark.

Article 31

Group travel

Groups of passengers on both local and international routes may use discounts provided by the Act on the Privileges in the Domestic Passenger Transport or prescribed by the commercial terms and conditions in force, adopted by the Company's Management Board.

Groups of passengers need to contact the Company in advance in order to arrange group trips on international routes and make the necessary reservations. In their application, they need to state the number of passengers, travel dates, and the desired route, and subsequently provide all data required for international travel. A reservation shall be considered valid only upon the receipt of the Company's confirmation.

Article 32

Trip extension

If a passenger wishes to continue his/her trip by travelling to a port farther along the route than the one for which he/she purchased a ticket, he/she shall request an extension ticket on the ship before its arrival to the port where he/she was supposed to disembark. The passenger shall be issued, on the ship, with an extra-charge extension ticket, i.e. he/she shall be charged the difference in the price of the extension ticket and the ticket he/she already holds. This is possible only provided that the appropriate spatial requirements (cabin, vehicle parking space, passenger capacity) are met on this section of the trip. No additional fees shall be charged for the extra-charge extension ticket.

Article 33

On-board supplement

A special supplement, in the amount determined by the Passenger and Baggage Transport Tariffs, may be charged:

- if a passenger fails to obtain a ticket prior to the boarding although it is possible to obtain the ticket at his/her port of departure and reports by himself/herself to the competent persons in order to obtain a ticket on the ship.

The special supplement shall not be charged:

- if it is not possible to obtain a ticket at the passenger's port of departure;
- when a passenger requests an extension ticket on the ship;
- when a passenger requests a berth ticket an reclining seat on the ship.

The passenger shall receive a ticket or a receipt for each payment effected on the ship. The passenger is entitled and bound to always request a ticket or a receipt if the person charging him does not intend to issue him with one.

Article 34

Ship berths and reclining seats

Ships operating on longer routes, where trips may also extend overnight, as a rule contain passenger berths and reclining seats. The berths are located in multiple-berth cabins classified in various categories according to their position and comfort level.

The prices for the use of berths and reclining seats are listed in the Passenger and Baggage Transport Tariffs.

A single passenger may use a single berth or a separate cabin for an additional fee as per the tariff in force.

As a rule, only persons of the same gender may sleep in the cabins rented per berth.

A child under the age of 3 may share a berth with his/her parents, and in this case the berth ticket for the child shall not be charged.

On international routes, a child under the age of 13 may only use a cabin if accompanied by an adult.

Article 35

Berth and reclining seat reservations

As a rule, berths and reclining seats are reserved in advance at the Company's agencies, through authorised sales agents, the Company's website or sales agents as per Article 17 of this Rule Book.

An issued berth or reclining seat ticket shall be binding for the Company up to one hour after the ship's departure. If the passenger fails to report to the reception desk upon the expiry of one hour from the ship's departure, the crew may sell his/her reserved berth to another passenger, unless the passenger who made the reservation agreed otherwise with the Company.

If a passenger does not reserve a berth or reclining seat in advance, he/she may purchase one on the ship if there are available capacities. A berth ticket and an reclining seat ticket shall be issued, respectively, for each berth and reclining seat rented on the ship.

The crew in charge of passenger accommodation shall maintain clear records thereof, complete with a cabin and reclining seat layout.

In case of serious technical problems in the functioning of individual elements of the reservation and sales system, the Company reserves the right to temporarily revert to manual entry of reservations at the Company's offices. In this case, the Company's agencies are bound to act in accordance with the special instructions provided by the Company.

Article 36

Cancelling a berth or reclining seat reservation

A berth or reclining seat reservation may be cancelled within the time limits and under the conditions laid out in Article 18 of this Rule Book.

Cancellation procedures are the same as reservation procedures. A cancellation made by phone must be subsequently confirmed in writing.

Article 37

On-board food service

Hospitality services may be provided on the Company's ships in accordance with the type of the registered on-board hospitality establishment as well as the laws and regulations governing the hospitality industry.

On the ships that offer food service, food may be served at regular meal times in accordance with the menu.

Hospitality services on international routes may also be purchased in advance, i.e. when purchasing the ticket, and in this case the passenger shall board the ship with a "boarding ticket" containing the information on the type and quantity of the services purchased in advance, based on which the staff of the on-board hospitality establishment shall serve the purchased food and drinks.

The service staff shall issue passengers with receipts for the food and drinks paid on the ship pursuant to the legislative requirements.

The type of food and drinks, the manner of service, the sale of hospitality services in advance and other requirements for hospitality services are regulated by the Company's special instructions for hospitality services.

Article 38

Passenger boarding and disembarkation

Passenger boarding on local routes shall start no later than 30 minutes prior to the ship's departure time defined by the sailing schedule on routes where this is possible. The passenger shall board the ship no later than 15 minutes before the ship's planned departure time, or if the ship stays at the port for less than 15 minutes, as soon as boarding is allowed.

Passenger boarding on international routes shall start 2 hours prior to the ship's departure time. The Company may allow earlier passenger boarding on individual routes if possible. The ship's captain is also entitled to do so, as well as the Company's agencies in agreement with the ship's captain.

The ship's departure time shall be determined according to the ship's clock, which is set in accordance with the Central European Time at all domestic ports. Necessary measures shall be taken against the ship captains who do not respect the exact departure and arrival times and make arbitrary decisions in this respect.

The ship shall not wait for any passenger who misses the boarding time.

In the event that the ship does not stop at a passenger's port of destination due to extraordinary circumstances or force majeure, the passenger's rights shall be governed by Article 19 of this Rule Book.

All passengers on international routes shall report to the agency at their port of departure no later than 2 hours prior to the ship's departure time. Otherwise the Company is entitled to deny boarding to the passengers who failed to report in a timely manner and to keep their transport fares in full.

Article 39

Procedure in the event of on-board payment problems

If a passenger who needs to pay a transport fare, a difference in the transport fare, etc. refuses to pay or does not have the sufficient funds to do so, and this is determined prior to the ship's departure, the passenger shall be ordered to disembark or provided only the service covered by his/her valid ticket.

If the ship has already departed, and due to an omission of the crew the passenger without a ticket or the funds to pay for one is not ordered to disembark in a timely manner, the passenger shall be ordered to disembark at the next port.

Article 40

Objects found on ships

Objects lost by the passengers and found on ships shall be immediately handed over by the crew members to the ship's captain. These objects shall be kept on the ship for a maximum of 7 days, after which they shall be forwarded to an on-shore port agency along with two copies of a handover record, one for the ship, and one for the agency.

The agencies shall forward all received objects lost by the passengers to the authorities having territorial jurisdiction, if they hold that there are grounds to do so.

If these are objects for which there is no obligation of reporting to competent authorities, the agency shall keep the objects for 30 days from the date of the handover record.

C) Baggage transport

Article 41

General information

The passenger transport contract binds the Company to transport the passenger's hand and other baggage, and it binds the passenger to pay the transport fare. Due to limited space and load capacity, the Company reserves the right to regulate the transport of hand and other baggage on fast routes by a separate act.

Article 42

Hand baggage

Hand baggage is the baggage carried by the passenger and used for personal purposes, having the maximum weight of:

- 20 kg on local routes;
- 30 kg on international routes.

No transport fees shall be charged for the transport of hand baggage on ferry and ship routes as the cost of the transport thereof is included in the passenger transport fare.

During the trip, the responsibility for hand baggage lies with the passenger. The Company shall not be held liable for any theft of, or damage caused to, the hand baggage.

The transport fee for the hand baggage stored in or on a vehicle is included in the vehicle transport fee. The passenger shall lock the vehicle and secure his/her hand baggage in or on the vehicle in order to keep it from falling, getting damaged or stolen. If the baggage moves or falls off the vehicle, causing any kind of accident or damage to itself or to any persons, the passenger shall be held fully liable.

Objects that may pose a risk or cause a disturbance to the passengers or the ship by their nature and dimensions and the objects that do not belong in the passenger cabins may not be brought onto the ship as hand baggage.

If at the time of boarding the Company's control staff or the responsible crew member establish that the weight of a passenger's hand baggage differs from the previously reported one, double the amount of the baggage transport fee shall be charged for excess baggage.

Article 43

Baggage

The term ‘baggage’ shall include the following:

- hand baggage exceeding the weight stated in Article 42;
- vehicles;
- all other items weighing up to 100 kg transported with a passenger.

Exceptions from the following paragraph include the objects transported on routes to underdeveloped islands with no proper road network and the cases of islands entirely supplied by ships. In such cases, the term ‘baggage’ shall refer to any item weighing up to 1,000 kg transported with a passenger.

All items whose weight exceeds the values specified in the previous two paragraphs or items not transported with a passenger (excluding individual vehicles not transported with a passenger) shall be classified as cargo and transported in accordance with the corresponding cargo transport contract.

Baggage transport on fast routes depends on the ship’s available space and load capacity, and the Company shall reserve the right to apply the same principle to any individual ship or catamaran route.

The passengers’ baggage may not contain flammable, explosive, or other harmful, toxic, and aggressive substances, dangerous objects, weapons or contraband. If a passenger acts in contravention of this provision, he/she shall compensate the Company for all damage caused by such actions.

A passenger may include a pram in his/her baggage without any prior notification. A passenger may include in his baggage a kayak, a beach canoe, a pedalo or a similar object, provided that he/she contacts the agency at the port of departure in advance in order to check the possibility of transport of such an object and the price thereof as per the adopted commercial terms and conditions.

The Company shall not be held liable for the passengers’ money (coins or banknotes), securities (shares, bonds) or valuables (gold and silver items and jewellery, jewels), unless the Company has been entrusted to safekeep such items.

Article 44

Baggage transport fees

The baggage transport fees shall be defined by the corresponding contracts. The transport fees for vehicles and other baggage weighing up to 100 kg are defined by the Passenger and Baggage Transport Tariffs.

The transport fees for the baggage transported on routes to underdeveloped islands without a proper road network and in cases of islands entirely supplied by ships shall be calculated as follows: the price defined in the Passenger and Baggage Transport Tariffs shall apply to the baggage weighing up to 100 kg, whereas the price defined in the Cargo Transport Tariff shall apply to the baggage weighing 100–1,000 kg.

The transport fee calculation method – by weight or volume – has been determined by the Passenger and Baggage Transport Tariffs. The passenger shall be held liable for providing the data used for the calculation of baggage transport fees.

Article 45

Refund procedure for baggage transport fees

The following provisions shall govern the refunds of baggage transport fees:

In case of a baggage transport fee remaining unused due to a Company's mistake or the change of the ship operating on a specific route, or due to other reasons specified in Article 19 of this Rule Book, the passenger shall receive a refund of the baggage transport fee with no deductions whatsoever.

If baggage or a vehicle cannot be unloaded prior to the actual departure of the ship and the baggage is transported to the port of destination, the passenger shall not be entitled to a refund of the baggage transport fee.

A passenger shall be entitled to a partial refund of the paid and unused baggage transport fee on international routes provided that he/she cancels his/her reservation in a proper and timely manner prior to the ship's departure, within the following time frames (including the ship's departure date):

a. 22 or more days prior to the ship's departure – with a deduction of 10% of the total baggage transport fee;
b. 8–21 days prior to the ship's departure, the said days included - with a deduction of 20% of the total baggage transport fee;
c. up to 7 days prior to the ship's departure - with a deduction of 30% of the total baggage transport fee;
d. on the ship's departure date - with a deduction of 100%.

A passenger shall be entitled to a refund of the paid and unused baggage transport fee on local routes provided that he/she returns his/her ticket in a proper and timely manner prior to the ship's last departure time within the ticket validity period, i.e. prior to the departure time stated on the ticket, with a deduction of 10% of the total baggage transport fee.

If a passenger decides against taking the trip and fails to notify the Company thereof within the time frames listed in the previous paragraph, point 2, the Company may refund him/her the paid baggage transport fee with a deduction, provided that the Company considers it justified and that the applicant presents an application within 15 days of the ship's date of departure, including this date.

The refund procedure for baggage transport fees and the procedure for registering the unused vehicle transport tickets are regulated by Article 21 (the provisions on tickets) of this Rule Book.

Article 46

Baggage transport ticket

Each passenger boarding with baggage shall be issued with a baggage transport ticket, a part of which shall be kept by the passenger until the baggage is unloaded.

The ticket shall contain accurate information about the baggage (quantity, vehicle data).

The data shown on the ticket shall be presumed to be accurate until proven otherwise.

In case of a loaded lorry being transported on international routes, the passenger shall be bound to obtain, along with a ticket, all other documents necessary for transport (e.g. a bill of lading) in accordance with the customs regulations at the port of departure/destination.

Article 47

Fines

If the Company's control staff discover a passenger without a baggage transport ticket or establish that the baggage weight (except for vehicles) differs from its reported weight, the transport fee for excess baggage shall be charged according to the commercial terms and conditions in force.

Article 48

Baggage loading and unloading (vehicles excluded)

A passenger shall be responsible for the loading and unloading of his/her baggage and bear all costs thereof. The passenger shall take care of his/her baggage during the trip. The Company shall not be held liable for any theft of baggage or damage caused to it. If the baggage moves or falls, thus causing any kind of accident or damage to itself or to any person, the passenger shall be held fully liable.

A passenger's baggage may not cause a disturbance to other passengers or obstruct the passages on the ship. As regards the position of the baggage on the ship, the passenger shall act in accordance with the crew's instructions.

Baggage shall be packed and secured in such a way as to prevent any damage that might be caused during transport. Baggage may not, under any circumstances, be in loose form, but in bags that can be handled easily and quickly.

The boarding officer or other authorised crew are responsible for measuring the baggage weight or volume at the time of boarding and have the right to send the passenger back to the agency for the purpose of payment of an additional fee, or to issue an extra-charge ticket stating the amount charged as excess baggage transport fee for the corresponding route.

A passenger shall report to the boarding officer any pressurised cylinders handed over for transport (e.g. gas cylinders in campers). Pressurised cylinders shall be properly closed and secured during transport and the passenger shall allow the ship crew to check them for leakage. If a cylinder leakage is discovered or considered likely to occur, the transport of the said cylinder on the ship shall be denied with no refund of the transport fee.

The boarding officer or other authorised crew may, upon their discretion, ask a passenger to show them the content of his/her baggage. Should it be discovered that the baggage contains any objects whose transport is forbidden pursuant to this Rule Book, the loading of such baggage shall be denied. If the passenger refuses the show the content of his/her baggage, the loading of such baggage may be denied. The passenger shall not be entitled to a refund of the baggage transport fee in any of these cases.

Article 49

Vehicle transport

As a rule, the Company's ships transport registered vehicles (i.e. vehicles that should be registered) or vehicles in running order properly documented for the purpose of public road transport.

In order to be able to transport a vehicle on an international route or a local route for which reservations are available, a passenger is required to reserve a vehicle parking space on the ship and purchase a ticket. Reservations shall be made in advance at the Company's agencies or through its website, as per Article 17 of this Rule Book

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In case of vehicle transport on an international route, the passenger shall report with the vehicle to the boarding officer no later than 2 hours prior to the ship's planned time of departure from the port of departure or immediately upon the ship's arrival to an intermediate port.

If a passenger with a vehicle is late for the scheduled boarding time or is not in possession of all necessary documents, the boarding officer may deny the boarding of such vehicle without a refund of the transport fee.

On the local routes with no available reservations, the order in which vehicles board the ship shall be determined by the competent port authorities or its concessionaires. The boarding officer has the right to remove from the queue and deny boarding to any vehicle without a ticket, unless there is no Company's agency at the port of departure or the vehicle boarding is performed outside of the agency's working hours.

The boarding officer may change the vehicle boarding plan with the aim of regulating the weight distribution on the ship.

On local routes with available reservations, only the vehicles with tickets for a specific departure time shall be boarded, and if any parking space remains available at a certain departure time, a vehicle with a reservation for a subsequent departure time may exceptionally also board the ship.

Exceptions from the previous paragraph (boarding order) shall include:

- priority vehicles;
- vehicles transporting essential food products with an approval of the competent port authorities;
- public buses;
- vehicles with a reservation, on local routes with available reservations as per the Company's regulations.

Article 50

Vehicle boarding and disembarkation

Vehicle boarding and disembarkation shall be organised by the Company and the passenger shall drive the vehicle himself/herself across the ramp during the boarding and disembarkation procedure. The vehicle driver shall respect all limitations with regard to vehicle height, width, speed and permitted axle load.

The boarding officer and the crew shall provide the necessary instructions to the vehicle driver. The driver shall follow all traffic signs and instructions concerning the speed, manner, and direction of driving. If the driver fails to adjust his/her speed in accordance with all traffic signs and instructions, the vehicle shall be stopped immediately and the boarding or disembarkation procedure shall be interrupted, followed by all necessary measures taken at the expense of the driver.

Upon the completion of vehicle boarding, the passenger shall pull on the handbrake and lock the vehicle, as well as secure any cargo from theft. The Company shall not be held liable for any theft of or damage caused to the cargo transported in or on a vehicle or to any vehicle parts during transport.

Vehicle engines shall remain turned off in the ship's garage throughout the trip. In case of transport of refrigerated vehicles, these vehicles shall not be allowed to utilize their own energy sources for the purpose of refrigeration, but shall instead be connected to the ship's electricity grid upon obtaining the approval of the competent crew members. The passenger shall be fully liable for the quality of the cargo transported in this manner.

During the trip, the passengers shall not stay in their vehicles or the garage, except in extraordinary circumstances. In case of emergency, the passengers – drivers of the vehicles transported in the ship's garage shall put themselves at the disposition of the ship's captain and obey his/her instructions.

Upon receiving permission to board the ship and ascending the ship's ramp with its entire volume, the vehicle shall be deemed as having passed into the ship's jurisdiction. The vehicle shall be deemed as having left the ship's jurisdiction when it descends the ship's ramp with its entire volume.

When vehicles are boarded on local routes, the boarding officer or another responsible person shall control the vehicle's load capacity and the amount of the cargo loaded onto it. If the crew member in charge of boarding assesses or establishes that the amount of the cargo loaded onto the vehicle exceeds the reported amount or that the total weight exceeds the permitted value, the boarding of such vehicle shall be denied. The transport fee shall be refunded with a 10% deduction.

In case of lorries transported on international lines, the transport fee shall be charged per linear metre of the vehicle, but the boarding officer shall control the actual load of the vehicle and its axle load. This measure shall be carried out with the aim of controlling the permitted axle load of the vehicle and preventing any structural damage that may be caused to the ship and the ramp. If the boarding officer assesses or establishes that the axle load exceeds the permitted value, and the passenger fails to report this and intends to board the ship, the boarding officer shall deny the boarding of such vehicle.

The boarding officer or other authorised crew may, at their discretion, ask the passenger to show them the content of the cargo transported on or in a vehicle. If it is discovered that the vehicle contains objects whose transport is forbidden by the provisions of this Rule Book, the boarding of such vehicle shall be denied. If a passenger refuses to show the content of the cargo transported on or in a vehicle, the boarding of such vehicle may be denied. In both cases, the passenger is not entitled to a refund of the vehicle transport fee.

The passenger shall be responsible for the correct loading and securing of the cargo transported on a vehicle with the aim of preventing it from moving of falling (especially in case of freight vehicles). If the cargo should move or fall, thus causing any kind of accident or damage to itself or any person, the passenger shall be held fully liable towards the ship and third parties.

The boarding officer has the right to deny the boarding of any vehicle for which a ticket has been purchased should he/she assess that the boarding of such vehicle would pose a threat to the safety of the ship, its passengers, their baggage or the cargo, or result in other circumstances preventing the ship from departing

or the passengers from boarding the ship. In this case, the passenger shall receive a full refund of the transport fare.

The Company's ships may transport individual unaccompanied vehicles. In this case, the shipper shall obtain a ticket containing the name of the vehicle recipient at the port of destination. The shipper shall board the vehicle by himself/herself and, after the boarding is complete, hand over the ticket and vehicle keys to the boarding officer. The keys shall be handed over for the event that the vehicle needs to be moved and for the purpose of disembarkation. Upon collecting the vehicle at the port of disembarkation, the recipient shall be identified using the data on the ticket and shall then receive the keys from the boarding officer. The recipient shall disembark the vehicle by himself/herself or organise its disembarkation at his/her own expense. The transport fee for an unaccompanied vehicle is defined in the Passenger and Baggage Transport Tariffs.

In case of damage caused during vehicle boarding or disembarkation and while a vehicle is operated by a passenger, the ship's captain shall issue a certificate of the damage caused, containing the particulars and a detailed description of the events, certified by the ship captain's signature and the ship's stamp, on a prescribed form, as specified in the additional instructions. The purpose of this certificate is to regulate the issue of claims that may be presented by the passengers or the Company.

Article 51

Other types of vehicle transport

The Company's ships are also used for emergency transport (medical emergency teams, the fire brigade, etc.). The fees for these extraordinary transport services are regulated by special tariffs.

The transport of vehicles carrying dangerous cargo, as defined by the rules of the Croatian Register of Shipping (fuel, flammable liquids, gas cylinders etc.), should be notified and agreed upon in advance, in which case a special extraordinary transport service shall be organised in accordance with the possibilities and the sailing schedule, subject to the approval of the competent harbour master's office. Enhanced precautions shall be required when transporting vehicles carrying dangerous cargo. In case of such extraordinary transport services, the transport of other passengers and vehicles shall be forbidden.

When the transport of vehicles carrying dangerous cargo is charged, a regular ticket shall be issued along with an extra-charge ticket for the extraordinary transport service.

The same procedures and conditions shall apply to the transport of vehicles carrying refuse and waste, domestic animals or bees, as well as the transport of special or especially large vehicles.

Other extraordinary transport services may be organised if necessary. In these cases, special tariffs shall be agreed upon in accordance with the Company's commercial requirements. Extraordinary transport services shall not be included in the sailing schedule and may not interfere with it.

Article 52

Animal transport

Passengers may take their pets with them while traveling, limited to: dogs, cats, birds and other small animals.

These animals may only be transported in such a way as not to pose a risk or cause a disturbance to other passengers or the ship. They shall not be allowed to enter the indoor spaces for passengers (lounges, restaurants, toilets, spaces with reclining seats), with the exception of assistance dogs.

The owners or companions of these animals shall assume the risks associated with the travelling of their pets and take care of these pets themselves (i.e. provide them with food and drink, maintain their hygiene and make sure their other needs are met), and they shall be held liable for all damage that may be caused to the passengers, the crew, or the ship. Dogs on the ship shall wear a muzzle (with the exception of assistance dogs) and be kept on a leash. The Company reserves the right to prescribe the terms and conditions of transport for all animals, depending on the ship's adaptedness.

All pets shall have valid vaccination documents and, in the event of international travel, all required travel documents.

The transport fees for pets are specified in the Passenger and Baggage Transport Tariffs.

The Company's ships shall not transport aggressive animals, reptiles, and carnivores.

Only small pets may be transported in lounges on fast routes, especially in transport bags for pets having the maximum dimensions of 45 x 35 x 25 cm and a waterproof bottom. The total weight of such bags, including the pet, shall not exceed 8 kg. The bag shall be kept under the seat or on the lap, and the number of bags shall be limited to one per passenger. For all other categories of pets, transportation on fast ferry lines is prohibited.

In the event of a passenger's complaint concerning the behaviour of an animal transported in a catamaran lounge, the ship's captain shall have the right to order the owner to disembark with his/her animal at the next port, without a right to refund of the transport fare and fees.

Article 53

Transport of deceased persons

The Company's ships may also transport deceased persons.

If a deceased person is transported by a ferry with other passengers, the deceased person may only be transported in a hearse clearly designated as such. The deceased person transported on a regular or fast route shall be placed in a soldered metal coffin inside a wooden coffin, located in the area determined by the ship's captain.

The person requesting a permission to transport a deceased person shall obtain all the necessary documents and make sure that all the prescribed sanitary, technical, and hygienic requirements are met.

The transport of a deceased person in a hearse shall be charged in accordance with the vehicle transport fee, and the transport of a deceased person in a coffin shall be charged in accordance with the Cargo Transport Tariffs.

Article 54

Other provisions

All issues relating to baggage transport not expressly defined by the above provisions shall be regulated by the provisions of this Rule Book on the transport of passengers.

CARGO TRANSPORT

Article 55

General provisions

The Company shall perform the transport of cargo in accordance with the corresponding tariff and this Rule Book. As a constituent part of the Company's general terms and conditions of cargo transport, the tariff is public and available to all interested parties.

The Company's available ship capacities are primarily intended for the transport of passengers and baggage. Therefore, the ship's cargo transport capacities are limited to specific types of cargo.

The Company's ships shall not transport the following: any kind of bulk or liquid cargo, wood and logs (with the exception of firewood for underdeveloped islands), containers, heavy cargo. These types of cargo may be transported by the Company's ships only if loaded onto freight vehicles having the permitted axle load.

The Company's ships shall not transport dangerous or radioactive substances or cargo.

No cargo may be transported on the Company's fast routes.

No cargo may be loaded into the spaces intended for passengers.

Cargo may be transported by the Company's ships on regular or extraordinary routes.

A client shall obtain the necessary information on cargo transport possibilities for specific routes. If the cargo may be transported, the cargo transport provisions shall apply.

On regular routes, the client may transport the amount of cargo that may be loaded or unloaded without interfering with the sailing schedule.

Article 56

Cargo insurance

The cargo on the ship shall be insured based on the cargo transport ticket.

Article 57

Cargo loading

The Company shall take over the cargo at the ship's loading/unloading ramp. The boarding officer shall provide cargo stowage instructions to the shipper who is loading the cargo onto the ship by himself/herself, in order to prevent damage to the cargo and the ship that may be caused due to the cargo being transported by the ship.

When loading the cargo, the shipper shall follow the instructions of the boarding officer regarding the load distribution on the ship and other instructions aimed at ensuring the safety of the ship and its passengers, machinery, equipment, and other cargo on the ship, as well as environmental protection.

The amount of cargo handed over for transport may be charged by weight or volume, depending on the applicable tariff.

The boarding officer shall check the amount of cargo stated on the ticket and compare it with the amount of the cargo actually loaded.

The Company shall refuse to transport the cargo whose importation, transit, or exportation is forbidden, or contraband cargo.

The Company may refuse to transport the cargo which is dangerous by nature if it was neither aware nor bound to be aware of such cargo's dangerous characteristics at the time of concluding the related contract.

The Company may refuse to transport the cargo that, due to its state and the state of its packaging, poses a risk to the persons on the ship, the ship itself, the environment and other cargo with which it will or may come in contact during the transport.

The client shall be held liable towards the Company for the damage caused to the persons on the ship, the ship itself, the cargo on the ship, the environment and all other damage and costs due to deficient packaging.

The client shall be held liable towards the Company for the damage caused to the persons on the ship, the ship itself, the cargo on the ship, the environment and all other damage and costs due to the inherent characteristics and state of the cargo if the Company was neither aware nor bound to be aware of these characteristics and state of the cargo.

In case of cargo transported on regular routes, the shipper shall hand over the cargo at the speed at which it can be taken over by the ship.

A ship on a regular route shall not be bound to wait for boarding after the ship's scheduled departure time specified in the sailing schedule.

Article 58

Cargo unloading

Cargo unloading shall be proceeded with immediately upon the ship's arrival to a port.

The recipient shall unload the cargo himself/herself or organise a different way of cargo unloading. All costs relating to cargo unloading shall be borne by the recipient. The boarding officer shall provide cargo unloading instructions to the recipient who is unloading the cargo from the ship by himself/herself in order to prevent damage that may be caused to the cargo and the ship.

While unloading the cargo, the recipient shall follow the instructions of the ship's officer concerning the on-board handling of cargo and other instructions aimed at ensuring the safety of the ship and its passengers, machinery, equipment, and other cargo on the ship, as well as environmental protection.

Article 59

Contract on commercial (freight) vehicle transport on international routes

The contract on commercial (freight) vehicle transport shall include the following information:

1. the Company name and registered office,
2. document number,
3. name of the ship, route information, number of trips, port and time of boarding, port of disembarkation,
4. the company name and registered office, or the name and residence of the shipper,

5. the company name and registered office, or the name and residence of the recipient,
6. vehicle description, number plate, nationality,
7. cargo weight, number and description of the packaging,
8. cargo description,
9. transport fee information,
10. the driver's full name and signature confirming his/her acceptance of the general terms and conditions of transport service provision and the content of the contract,
11. the place and date of signing the contract.

A contract shall also be concluded for unloaded commercial vehicles if required by the customs authorities, as well as for vehicles intended for importation/exportation. A contract shall also be issued for the transport of bulk cargo, subject to an approval of the Commercial Operations Department and the ship's consent.

The contract shall be prepared using the Company's information system, printed, signed by an agent and certified by an agency's stamp, and finally handed over to the shipper.

All subsequent corrections that the shipper may wish to make shall be reported to the agency so that they could be introduced to all other documents.

The general terms and conditions of commercial vehicle transport are published on the Company's website and shall be presented by the agency at the shipper's request.

Article 60

Waybill

Based on the issued bills of lading, the agency shall complete a separate waybill for each port. A *waybill* is an administrative document listing all items of cargo loaded at a specific port, serving as the proof of the cargo transported by a ship, for the purpose of enabling the administrative, customs, and port authorities to perform the required control procedures. A waybill is used by the agents at the port of destination primarily for the purpose of determination of the quantity and type of cargo to be received and the transport fees, if any, to be charged to the recipient. Cargo shall always be accompanied by a waybill and it may not, under any circumstances, be dispatched without one. In fact, the manifest shall be dispatched even if the cargo is not fully loaded.

The waybill shall be prepared upon the completion of the loading procedure. The agent shall hand over to the ship's crew the completed, controlled and signed waybill containing the final calculation and certified the by the agency's stamp prior to the ship's departure. In the event of the ship departing without a waybill, all consequences of this omission shall be borne by the agent at the port of departure.

IV. TRANSITIONAL AND FINAL PROVISIONS

Article 61

Other provisions

All other situations and conditions actually encountered in the provision of the passenger, baggage, and cargo transport services and not covered by the provisions of this Rule Book shall be governed by the provisions of the Maritime Code, Act on the Regular and Occasional Maritime and Coastal Transport and the subordinate regulations in force.

Article 62

Effective date of the Rule Book

This Rule Book shall enter into force within 8 days of its publication on the noticeboard.

The provisions of this Rule Book concerning disabled persons' cards shall enter into force on the same date as the subordinate regulation governing the said issue.

Article 63

Amendments to the Rule Book

Amendments to this Rule Book shall be adopted by the Company's Management Board using the same procedure used for adopting this Rule Book.

Article 64

Termination of validity of the previous rules

The Regulation on the Transportation of Passengers, Baggage, and Cargo was published on the notice board on October 21, 2020, and came into force on October 29, 2020.

The Decision on Amendments and Supplements to the Regulation on the Transportation of Passengers, Baggage, and Cargo was published on the notice board on September 1, 2023, and came into force on September 9, 2023.

The consolidated text of the Regulation on the Transportation of Passengers, Baggage, and Cargo was published on the notice board on September 1, 2023, and came into force on September 9, 2023.

Chairman of the Management Board
David Sopta, mag. ing. mech., univ. spec. oec

This Rule Book was published on the noticeboard on 21 October 2020.