



Terms and Conditions for the Carriage of Passengers – Ferry

These terms and conditions apply to the carriage of passengers on HANSA Destination AB's ("HANSA") vessels and to the carriage of passengers booked with, through or on behalf of HANSA but performed by another carrier.

1. GENERAL

1.1 Applicable Legislation and further Terms and Directives

The legislation applicable includes Regulation (EC) No 392/2009 (the Athens Regulation), which forms the basis of these terms and conditions, as well as the Maritime Code (1994:1009), the Seamen's Act (1972:282) and Swedish consumer legislation. Any additional terms or directives of which HANSA has advised the passengers no later than by check-in or at the time when luggage is received by HANSA shall also apply.

Package travel contracts have separate terms and conditions and are subject to the Package Travel Act (2018:1217).

These terms and conditions of carriage do not apply to the carriage of goods.

2. DEFINITIONS

These terms and conditions of carriage include the following defined words and expressions:

Passenger: The person who is carried in a ship under a contract of carriage or who, with the consent of HANSA, is accompanying a vehicle or live animals carried pursuant to a separate contract for the carriage of goods.

Luggage: Any article or vehicle carried by HANSA on behalf of passengers, excluding live animals and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods.

Cabin luggage: Luggage which the passenger has in his/her cabin or is otherwise in his/her possession, custody or control, including in or on his/her vehicle.

SDR: Special Drawing Right as defined by the International Monetary Fund.

Shipping incident: Shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship.

3. BOOKINGS

- Bookings are made for a specified departure but not with a specified ship. HANSA has the right to perform the transportation with its own ship or any other suitable ship.
- If the contract of carriage is in respect of a named person that person may not transfer, to another person, its rights under the contract of carriage. Once a voyage has commenced, rights under the contract of carriage may not be transferred even if it is not a contract of carriage in respect of a named person.
- Reservations for passengers and vehicles must be made in advance. Neither a specified seat nor a seat with particular characteristics can be guaranteed in the absence of prior reservation.
- A binding contract is entered into between the passenger and HANSA when HANSA or its agent issues a booking confirmation, subject to payment of the booking being made within the stipulated time or, if no consideration is due, to either embarkation or check-in in the departure terminal.
- Passengers may bring a reasonable amount of luggage.
- If live animals are to accompany a passenger this must be notified at the time of booking and at the time of check-in. This applies even if the animal is to remain in a passenger vehicle throughout the journey.
- A valid ticket or booking confirmation must be furnished at the check-in in the departure terminal
- Additional conditions regarding booking are provided in HANSA booking conditions (see link).

4. PERIOD OF RESPONSIBILITY

HANSA's terminals are intended for short interim parking/waiting prior to driving on board/embarkation at the departure terminal and for exit/departure at the arrival terminal. HANSA's period of responsibility for passengers and luggage is limited to the period during which passenger and luggage is on-board or has been checked in in HANSA's terminal or has otherwise been received in HANSA's custody.

5. HANSA'S OBLIGATIONS

HANSA shall ensure that the ship is seaworthy, including that it is properly manned, supplied and equipped in order that passengers and luggage can be transported with due despatch safety to the destination. HANSA shall also otherwise pay due regard to the wellbeing of the passengers.

HANSA has compulsory insurance in respect of HANSA's liability towards passengers and others.

6. HANSA'S LIABILITY

6.1 General Rules

Pursuant to the Athens Regulation and the Maritime Code HANSA is, with certain exceptions, liable for loss suffered by passengers as a result of incidents during the period of responsibility or due to delay. The conditions under which HANSA is liable, as well as the allocation of the burden of proof, differs depending on cause of loss and nature of loss. Important general rules are as follows.

6.1.1 HANSA is liable for loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250 000 SDR, unless HANSA proves that the incident

- a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character;
- b) was wholly caused by an act or omission done with the intent to cause the incident by a third party

If and to the extent that the loss exceeds the above limit, HANSA shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of HANSA.

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

6.1.3 For the loss suffered as a result of the loss of or damage to cabin luggage, HANSA shall be liable if the incident which caused the loss was due to the fault or neglect of HANSA. The fault or neglect of HANSA shall be presumed for loss caused by a shipping incident.

6.1.4 For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, HANSA shall be liable unless HANSA proves that the incident which caused the loss occurred without the fault or neglect of HANSA.

6.2 Reduced or exempted liability

HANSA's liability for loss suffered by passengers during the period of responsibility may in certain circumstances, in addition to what is set out in Clause 6.1, above, be reduced or wholly exempted.

6.2.1 Passenger's negligence or contributory negligence

HANSA will be wholly or partly exempt from liability if HANSA demonstrates that the loss was wholly or partly caused by the passenger's own negligence or contributory negligence.

6.2.2 Limits of liability

The following limits apply to HANSA's liability in damages:

- Personal injury and death: 400,000 SDR per passenger
- Delays: 4,150 SDR per passenger
- Cabin luggage: 2,250 SDR per passenger
- Valuables which have been deposited with HANSA for the agreed purpose of safe-keeping: 3,3575 SDR per passenger
- Vehicles including all luggage carried in or on the vehicle: 12,700 SDR per vehicle, per carriage
- Other luggage: 3,375 SDR per passenger

The limits of liability apply per voyage. The limits do not include compensable interest on damages and legal costs, even if the limits are thereby exceeded. In the event of gross negligence HANSA could lose its right to limit liability.

6.2.3 Deductibles

HANSA has the right to deduct the following sums, constituting deductibles, from proved loss or damage – in the case of damage to a vehicle 330 SDR, in the case of loss of or damage to other luggage 149 SDR and in respect of loss due to delay 20 SDR.

6.2.4 Global limitation of liability

In the event of large casualties, the liability of the carrier could be limited by applicable provisions on global limitation.

6.2.5 Valuables

HANSA is liable in respect of monies, negotiable securities, works of art, or other valuables only when HANSA has received such property for the agreed purpose of safe-keeping, in which case liability shall be limited as set out in Clause 6.2.2.

6.2.6 Live animals

HANSA shall not be liable for loss of or damage to live animals which relate to the particular risks associated with transportation.

If, in the event of loss or damage, HANSA demonstrates that the loss or damage could be attributable to the type of risks referred to in the first paragraph and, if instructions have been provided in respect of the animal(s), that the persons for whom HANSA is responsible have followed such instructions, then HANSA will not be liable for the loss or damage unless the passenger demonstrates that the loss or damage is wholly or partly caused by the fault or neglect of HANSA or someone for whom HANSA is responsible.

6.2.7 Delays

In the event that the ship's departure from the place of commencement of the voyage is significantly delayed, the passenger has the right to terminate the contract of carriage.

7. NOTICE OF LOSS AND TIME-BAR

7.1 Notice of Loss

The passenger shall give written notice to HANSA:

- a) in the case of apparent damage to luggage:
 - i. for cabin luggage, before or at the time of disembarkation of the passenger;
 - ii. for all other luggage, before or at the time of its re-delivery;
- b) in the case of damage to luggage which is not apparent, or loss of luggage, within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

If the passenger fails to comply with this clause, the passenger shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

7.2 Time-Bar

Claims for damages shall be presented to HANSA within a reasonable time after damage or loss.

A passenger's claim will be time-barred unless proceedings are commenced before a competent court:

- a) for compensation for personal injury or delay
 - within two years from the date of disembarkation or

- within two years from the date when the passenger should have disembarked, if the passenger has passed away during carriage, or
- within two years from the date of death but not later than three years from the date of disembarkation, if the passenger has passed away after disembarkation.
- b) for compensation for the loss, damage or delay to luggage in connection with carriage at sea
 - within two years from the date of disembarkation or the day when disembarkation should have taken place, whichever is later

8. ORDER AND SAFETY REGULATIONS

The passenger is obliged to comply with regulations and directives concerning order and safety during the voyage. The provisions in sections 24, 53 and 55 of the Seamen's Act (1973:282) concerning investigation in connection with offences on board and coercive measures against crew members are also applicable in relation to passengers.

If luggage might result in danger or non-negligible inconvenience to a person or property, or if the luggage is fragile or requires particular care, the passenger must inform HANSA of this prior to the commencement of the voyage. Luggage with such characteristics shall, if possible, be properly marked as such before being brought on board. Passengers shall inform HANSA about accompanying animals at the time of check-in.

HANSA has the right to deny passengers to bring luggage which might result in danger or non-negligible inconvenience to a person or property.

If luggage which is dangerous or could cause inconvenience has been brought on board without HANSA's knowledge of its characteristics. HANSA has the right to take reasonable measures, including to remove ashore, render innocuous or destroy the luggage, without any liability to pay compensation for the loss. The same shall apply if luggage, which has been brought on board with HANSA's knowledge of its characteristics, proves to pose a danger to or cause inconvenience to a person or property.

9. LIABILITY OF PASSENGERS

Passengers who fail to comply with applicable regulations or who negligently cause damage to the ship or other property belonging to HANSA, or who cause HANSA to become liable in damages, shall be liable for costs, damages and losses thereby incurred by HANSA.

10. DISPUTES

Disputes concerning carriage pursuant to the terms and conditions which have not been resolved between the parties may be referred to the Swedish courts.

Another alternative, which requires agreement between the passenger and HANSA, is to use the EU's online platform (ODR – Online Dispute Resolution).

11. REFERENCES

- HANSA's Terms and Conditions – Ferry Bookings
- Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents
- Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004
- The Maritime Code (1994:1009)

- The Seamen's Act (1973:282)
- The Consumer Contracts Act (1994:1512)
- The Act (2018:1217) on Package Travel