

Conditions of carriage

NOTE! This is a translation from the Swedish language. In case of discrepancies between the English and the Swedish versions the Swedish version shall apply.

1. Applicable terms and applicable law

Applicable Swedish law includes the EU Regulation 392/2009 with annexes (the Athens Regulation) which form the basis for the transport conditions. In addition, the Swedish maritime legislation and Swedish consumer legislation, as well as any conditions or directives which the carrier has made to passengers at the latest on passenger's check-in or luggage receipt, apply in addition. For in-depth study on individual issues, a review of parts in additional regulations may be needed.

Instructions on statutes are contained in clause 11.

Conventions and legislation apply to contradictions between these transport conditions and mandatory convention rules and legislation.

The transport conditions also apply to the carriers' assistants and leased sub-carriers if they have been hired.

Package travel Any package travel agreement is regulated individually and in accordance with the Package Travel Act (SFS 2018: 1217).

Freight cargo The carriage of goods means the carriage in commercial operations of goods other than luggage and of vehicles in the professional line or in the order traffic for the collective transport of passengers. Conditions for freight transport are not regulated by these transport conditions.

Supervision National regulatory bodies for EU rules on passenger transport at sea are the Swedish Consumer Agency and the Swedish Transport Agency.

2. CONCEPT, WORDS AND EXPRESSIONS

The transport terms include the following defined words and expressions.

Carrier: Anyone who has made a promotion agreement, or on whose behalf a carriage agreement has been made, regardless of whether the carriage is carried out by himself or by a performing carrier. For passengers who book trips with Destination Gotland AB, Destination Gotland AB is responsible as a carrier and jointly and severally with the carrying carrier if such is engaged.

Passenger: The person transported by ship under a contract of carriage or who, with the consent of the carrier, accompanies vehicles or live animals subject to separate carriage of goods.

Luggage: Any item or vehicle promoted by the carrier on behalf of passengers except for live animals and for objects and vehicles carried under charter party, bill of lading or other document primarily relating to the carriage of goods.

Hand luggage: The luggage that the passenger carries with him has in his cabin or in some other way been in his care during the journey, including in or on his vehicle.

SDR: SDR refers, in accordance with the Maritime Act (Chapter 22, Section 3), to the Special Drawing Rights used by the International Monetary Fund.

Maritime accident: shipwreck, collision, stranding, explosion, fire or as a result of ship failure.

3. BOOKING AGREEMENT

Reservations for upcoming trips apply to some departure but not certain vessels. The carrier is entitled to carry out the transport with his own vessel or with another suitable vessel. If the transport contract is for a specific person, that person cannot transfer his right to another person under the agreement. After the journey has

begun, the transfer may not take place even if the agreement does not relate to a specific person.

- Place for passengers and vehicles booked in advance. Without pre-order, place or special place on board cannot be guaranteed.

- Binding agreements are entered into between the passenger and the carrier by booking confirmation issued by the carrier or its agent, provided that payment of the price of the trip is made within the prescribed time or, if remuneration is not paid, by boarding the vessel or checking in at the departure terminal.

- Passengers may bring luggage with them to a reasonable extent.

- If animals are to accompany passengers, this must be notified when booking and at check-in. This applies even if the animal during the journey is to remain in passenger vehicles.

- Ticket or booking confirmation must be displayed at check-in at the departure terminal.

Further information is available upon booking or upon request

4. LIABILITY PERIOD

The carrier's terminals are intended for short installation / waiting for boarding / embarking in the departure terminal and for exit / exit from the arrival terminal. The carrier's liability period for passengers and luggage includes the time that passengers and luggage are on board or are checked in at the carrier's terminal or otherwise handled by the carrier.

5. THE TRANSPORTOR'S OBLIGATIONS

The carrier must ensure that the vessel is seaworthy, which means that the ship is adequately manned, provisioned and equipped so that passengers and luggage can be transported promptly and safely to the destination. The carrier must also otherwise satisfy the passengers' best interests. The carrier has insurance covering the carrier's liability to passengers and others.

The rights of passengers with disabilities or reduced mobility are specifically addressed (see clause 11).

6. LIABILITY RESPONSIBILITY

6.1 Main Rules

The carrier is, according to the Athens Ordinance and the Swedish Maritime Act, with certain exceptions liable for damages that affect passengers due to event during the liability period or through delay. The prerequisites for the carrier's responsibility and the location of the burden of proof differ depending on the cause of the damage and the nature of the damage. Important main rules are as follows.

6.1.1 The carrier is liable for any damage resulting from death or personal injury suffered by a passenger as a result of a maritime accident (see definition in clause 2), insofar as the damage to that passenger at one and the same event does not exceed 250,000 SDRs; unless the carrier proves that the accident

a) was caused by acts of war, hostilities, civil wars, rebellions, or by nature of an unusual nature, which could not be avoided and whose consequences could not be prevented, or

b) has been caused in its entirety by a third party through acts or omissions for the purpose of causing harm.

The carrier is also liable to the extent that the damage exceeds the amount limit stated above, unless the carrier shows that the event that caused the damage did not arise through faults or neglect of the carrier.

6.1.2 The carrier is liable for any damage caused as a result of death or personal injury to a passenger due to any event other than a maritime accident, if the event causing the damage was due to failure or neglect of the carrier. The burden of proof of error or neglect lies with the plaintiff.

6.1.3 The carrier is liable for damage caused as a result of loss of or damage to the goods, if the event which caused the damage was due to failure or neglect of the carrier. Faults or negligence of the carrier shall be presumed to exist if the damage has been caused by a maritime accident.

6.1.4 The carrier is liable for damage caused as a result of loss or damage to luggage other than hand luggage, unless the carrier shows that the event which caused the damage occurred without fault or neglect of the carrier.

6.2 Liability reduction, loss of responsibility

The carrier's liability for damages affecting passengers under the responsibility the period may under certain circumstances, in addition to what is mentioned in the previous clause 6.1, be reduced or completely eliminated.

6.2.1 Passenger's causal or compliant carrier's liability lapses wholly or partly if the carrier shows that the damage has occurred wholly or partly through the injured passenger's own responsibility or consent.

6.2.2 Limitations of liability The following maximum amount applies to the carrier's liability for damages.

Personal injury: 400,000 SDRs for each passenger

Delay of passengers: 4,150 SDRs for each passenger

Hand luggage: 2 250 SDR for each passenger

Valuables that the carrier has received for safe storage: 6,750 SDRs for each passenger

Vehicle: 12,700 SDR for each vehicle

Other luggage: 3 375 SDR for each passenger

The limit amounts apply to each trip. They do not relate to interest and litigation costs that can be replaced even if the limitation amount is thereby exceeded. In the event of gross negligence, the carrier may lose his right to limitation of liability.

6.2.3 Deductible The carrier is entitled to deduct from the amount of the damage, the following amounts, which constitute the passenger's excess - for each vehicle that

is damaged 150 SDR, for each other luggage damage SDR and for damage due to delay 20 SDR.

6.2.4 Global limitation In the case of very extensive breakdowns, the carrier responsibility can be reduced by the maritime laws' global limitation rules.

6.2.5 Particularly about valuables The carrier is obliged to compensate money, securities, art objects or other valuables only if the carrier has received the property for safe storage and then with the liability limited according to the above clause 6.2.2.

6.2.6 Special about live animals The carrier is not responsible for the loss of or damage to live animals that depend on the particular risks associated with transport. If the carrier after damage shows that the persons for whom the carrier is responsible have followed special instructions, if these have been submitted regarding the animals, and that the loss or damage may be attributable to such risks as stated in the first paragraph, the carrier is not responsible for the loss or damage, unless the passenger shows that the loss or damage has been caused in whole or in part by the fault or negligence of the carrier or someone for whom the carrier is responsible.

6.2.7 Special about delays If the vessel's departure from the place where the journey is to start is substantially delayed, the passenger has the right to cancel the agreement.

Regarding the obligation of the carrier to pay compensation to the passenger in the event of delay, please refer to "EU summary of the provisions on passenger rights in sea and inland waterway travel" (link below clause 11).

7. PROMOTION, PRESCRIPTION

7.1 Complaints

The passenger shall notify the carrier in writing

a) in case of obvious damage to luggage

(i) in the case of hand luggage, before or during the landing of the passenger,

(ii) in the case of any other luggage, before or during its disclosure;

(b) in the case of luggage which is not obvious, or in the case of loss of luggage, within fifteen days from the date of landing or the surrender of the luggage, or from the time when such disclosure would have taken place.

If the passenger does not comply with the provisions of this clause, it shall be assumed that he has received the luggage in undamaged condition, unless the opposite is proved.

Written notification need not be submitted if at the time of receipt the luggage's condition has been subject to joint inspection or inspection.

7.2 Prescription

Claims for damages must be submitted to the carrier within a reasonable time after damage or loss has occurred.

Passenger's claim for indemnity for personal injury or delay is time-barred if the action is not brought before the competent court

- within two years from the landing or,
- if the passenger died during transport, within two years from the day the descent would have taken place or
- if the passenger died after the landing, within two years from death but not later than three years from the landing.

and for claim for compensation due to luggage being damaged, lost or delayed in maritime transport

- within two years from the date of landing or from the day the landing would have taken place if that day is later.

8. PASSENGER'S OBLIGATIONS, ARRANGEMENT RULES

The passenger is obliged to comply with regulations and instructions on order and safety during the trip. The provisions of the Maritime Laws (SFS 1973: 282) 24, 53, and §§ 54 concerning investigation on the grounds of offenses on board and coercive measures against crew members are also applicable in respect of passengers.

If luggage can cause danger or not insignificant inconvenience to person or property, or if the goods are delicate or require special care, passengers must inform the carrier before the beginning of the trip. Luggage items of this nature shall, if possible, be marked before being taken on board. Passengers must inform the carrier about brought animals at check-in.

The carrier has the right to refuse passengers to carry luggage that may cause danger or not insignificant inconvenience to the person or property.

If luggage that is hazardous or for the environment is taken on board without the carrier knowing about its nature, the carrier must take reasonable measures, such as bringing it ashore, disabling or destroying it without the obligation to replace the damage. The same applies if luggage, after being taken on board with the carrier's knowledge of its nature, proves to pose a danger or inconvenience to the person or property.

9. PASSENGER RESPONSIBILITY

Passengers who do not comply with the applicable rules of the scheme, or who, through negligence, cause damage to the ship or other property belonging to the carrier, or cause liability for the carrier, are responsible for costs that thereby arise for the carrier.

10. DISPUTES

Disputes regarding passenger sea transport according to the transport conditions that are not resolved directly between the parties can be settled by the court with the authority to handle the dispute in question. The vessels' geographical activities and traffic area mean that the maritime courts of Stockholm or Kalmar's district courts are competent for most disputes that may arise between passengers and Destination Gotland AB.

Another option, which presupposes agreement between passengers and carriers, is to use the EU online platform (ODR - online dispute resolution) for dispute resolution, see link listed under clause 11 below.

11. EU REGULATIONS, SWEDISH LAWS AND LINKS

- Agreed booking conditions in addition to these.
- Information for passengers with disabilities or reduced mobility.
- EU Regulation (EC) No 392/2009 on the liability of the carrier in connection with accidents involving sea passenger transport, ANNEX 1 / Athens Regulation:
[https://eur-lex.europa.eu/legal-content/SV/TXT/PDF/?uri=CELEX: 32009R0392](https://eur-lex.europa.eu/legal-content/SV/TXT/PDF/?uri=CELEX:32009R0392)
- 2002 Athens Convention (Swedish / English parallel texts) on carriage by sea of passengers and their luggage:
<https://www.regeringen.se/4aaa78/contentassets/bdc6a4ecf9d740efa4371ecdb367f09d/Protokoll>
- EU Regulation (EU) No 1177/2010 on passenger rights in sea and inland waterway travel: <https://open.karnovgroup.se/konsument-och-halsoskyddlag-legislation/CELEX32010R1177>
- EU summary of the provisions on passenger rights in maritime and inland waterway travel: <https://docplayer.se/7321574-Summary-of-the-commitments-for-passengers-facilities-by-refer-to-show-and-PA-inner-waterway-1.html>
- Link to ODR - online dispute resolution: <https://ec.europa.eu/consumers/odr>

Swedish legal text is reached by searching on the net using the statutory SFS designation <https://svenskforsattssamling.se>

- Sjölag (SFS 1994: 1009)
- The Maritime Teams (SFS 1973: 282)
- Act (SFS 1994: 1512) on contract terms in consumer relations