

# Passenger Booking Terms and Conditions of Carriage

## 1. Introduction

Before confirming your booking, you and others included in your party must read and familiarise yourselves with these Passenger Booking Terms and Conditions and Conditions of Carriage ('Conditions'). These Conditions apply to all bookings made by a passenger ('you') through PB Management ('us') or our port agents.

The ferry services are operated by PB Management.

These Conditions shall apply to all carriage of passengers and their luggage, performed by us.

### Definitions applying to these Conditions

"Carrier" means the Owner of the vessel that performs the sea transport

"Accompanied vehicle" means any motorized means of transport (including towed items) for the carriage of persons, not carrying goods for sale, which owner or legal user is the passenger included on the passage contract

"Luggage" means hand luggage owned by the passenger, not registered, or stowed in or on the vehicle or deposited in one of the vessels baggage storing room, and that contains only personal belongings

Limitations and liability in these Conditions

These Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence. In addition to these Conditions, the Convention relating to the Carriage of Passengers and their luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited, to Regulation (EC) No 392/2009 (together referred to as "Athens Convention") and Regulation (EC) No 1177/2010 on the rights of passengers when travelling by sea and inland waterway ("Passenger Rights Regulation") apply.

In most cases the Athens Convention limits our liability for the death of or personal injury to a passenger and/or the loss of or damage to the passenger's luggage and makes special provision for valuables. We refer you to section 16 (Our liability to you in case of injury or damage to luggage etc). A summary of the EU Regulation 392/2009 can be found via the following link:

<http://ec.europa.eu/transport/themes/passengers/maritime/doc/rights-in-case-of-accident.pdf>

### Safety and weather conditions etc.

When travelling with PB Management the health and safety of the ship and all those on board is of paramount consideration.

In many situations we rely on third parties, and in some cases, cancellations or delays are due to weather conditions, including for example strong winds, heavy seas, strong currents, difficult ice conditions, extremely high or low water levels, hurricanes, tornadoes and floods (hereinafter "weather conditions") that brings the safe operation of the ship in danger. It may also be other extraordinary circumstances, which neither we nor our suppliers are responsible for, including but not limited to war, the threat of war, terrorism, fire, industrial disputes, natural disaster, nuclear disaster, technical problems and/or extraordinary circumstances that prevent the ship from sailing (hereafter we will refer to such circumstances as 'force majeure events').

In this context, we recommend that whenever possible you contact either our customer service for sailing information, or visit our website [www.pbm.bg](http://www.pbm.bg), at least 24 hours before your departure date in order to ascertain if there are any ongoing issues which may or will affect your journey.

## 2. Booking and issuing of Passenger Ticket.

You can book direct with us at [www.pbm.bg](http://www.pbm.bg), by email or by telephone. You can also book via our ship's agents in ports of call.

When booking with us you will need to inform us of the full name and date of birth of all the individual

passengers travelling on the booking. All names must be in accordance with each individual's passport or valid photo ID card. It is at all times the passenger's responsibility to supply us with the correct name and date of birth. Bookings will only be accepted subject to your agreement to these Conditions. Once your booking is confirmed we will provide you with a booking reference and at that stage a binding contract exists.

### **Ticket**

The ticket is your travel document, and evidence of the formation and the contents of the carriage contract, as well as an evidence of the payment of the carriage price. You should take with you to the departure terminal at the port. The Ticket gives you entitlement to travel with PB Management and obtain any other services ordered. It can be of different nature, on paper, fax, e-mail or digital. You must check all the details carefully. Information regarding check-in will appear from the ticket.

### **Payment**

Payment of Ticket and other products must be made after you receive booking confirmation and before receiving the Ticket.

The booking is only binding with PB Management when payment has been received.

Failure to comply with the terms of payment will result in the booking automatically being cancelled. When making a payment to us, please refer to your booking reference.

### **Special requests and additional services**

Special requests (for example dietary requests) will be passed on to the relevant supplier, but cannot be guaranteed. An additional service fee may be charged for arranging or providing any tailor-made products.

Any special agreements with us and requests for special agreements based on the passenger's specified wishes are only valid if they are included in the confirmation advice.

## **3. Prices**

PB Management fare and charging tariffs are available at [www.pbm.bg](http://www.pbm.bg) or at its offices or from its agents in ports. Fares and charges are contingent on upon demand, day of departure and how far in advance the booking is made. Prices will also vary according to the number of people travelling, the vehicle dimensions and grades of accommodation chosen.

We reserve the right to introduce surcharges to reflect government action, changes in exchange rates, increases in the cost of fuel and any other actions that increase our costs together with changes in dues, taxes or fees payable for services including VAT, landing taxes or fees for embarkation or in ports.

## **4. Passports, visas and health**

You must comply with all ID, passport, visa, immigration and health formalities, which apply to your carriage or during the period of any other service rendered to you by us. Passengers with invalid or inadequate travelling documentation will be turned away at check-in, and we assume no responsibility for the consequences and you will not be eligible for a refund.

It is your responsibility to check and fully comply with all the necessary rules for entry to the different countries.

If you do not have a return ticket and you are refused entry into the destination country, then you are under all circumstances liable to pay us for the cost of the return ticket. This includes that you are liable to pay for any costs incurred by us or any of our suppliers in relation to your return journey.

## **5. Pregnancy**

Pregnant women, from the 6th month onward can travel only if they have a medical certificate authorising the voyage by sea, dating not more than 7 days from the departure day. In case of pregnancy with complications, the medical certificate is required independent from the number of month of pregnancy. Embarkation is allowed until 7 days before the presumed birth and from 7 days after birth. The Master of the vessel has the authority to refuse embarkation to a pregnant woman if, in his sole judgement, health conditions do not allow to envisage the voyage. In case embarkation is refused by the Master for a valid reason, the carrier has the sole obligation to refund the passage money paid.

## **6. Embarkation of under aged passengers.**

In compliance with the Council Regulation (EC) No 2252/2004, under aged passengers must have their

own travel document to embark.

Children under the age of 12 are not accepted on board without being accompanied by an adult person. If the adult is not one of the two parents, a written authorisation, signed by both parents, has to be remitted to the Master or the Purser of the vessel.

Under no circumstances can the Master or any crew member of the vessel take into custody the underaged passenger.

Furthermore the under aged passenger has to be in possession of all necessary documentation required by the country of destination. The carrier does not assume any liability in case the Authorities in the port of destination do not consider sufficient such documentation.

## 7. Pets

Pets may be carried on certain routes with PB Management. Please note that throughout the journey the pet must be in a vehicle or a cage provided on board by PB Management if available. It is important that you familiarise yourself with the conditions for pets on board before booking and departure. The conditions can be found on [www.pbm.bg](http://www.pbm.bg) or can be received on request prior to booking.

It is the owner's/passenger's responsibility to comply with the rules applicable to the import of pets to the destination country and returning to the country of departure. The owner/passenger must also comply with all other regulations regarding travel with pets, including regulations on passports and documentation.

## 8. Insurance and vehicle formalities

It is your responsibility to check and ensure that there is full compliance with all the required vehicle documentation and overseas traffic rules when you take your car abroad.

Passengers are responsible for paying all costs incurred as a result of illness, hospitalisation, etc. during the journey. PB Management does not carry doctors on board its vessels as part of the officers or crew. We recommend that you take out travel and accident insurance prior to departure. Travel and accident insurance should be obtained from an authorised provider of such services. It is your responsibility to ascertain if you are covered by insurance, and if necessary, acquire appropriate insurance and/or supplementary insurance. PB Management cannot be held responsible for any failure to obtain such insurance or advice on this matter. It is recommended that insurance should at least cover medical expenses in case of illness, injury and repatriation during stays abroad, lost or damaged luggage (including your car), and the changes in or cancellation of your booking.

## 9. Vehicles

### Vehicle ticket prices

Prices quoted in the tariff are only valid for vehicles and trailers accompanied by passengers up to 8 meters long. Vehicles and trailers may contain personal items that are normally required for holidays, business (excluding commercial goods) travel or personal visits.

PB Management reserves the right to charge a calculated freight tariff for cargo which is carried in conflict with these Conditions and assumes no responsibility for any consequences thereof. This applies especially to any carried goods which are beyond the allowed amount per vehicle including commercial products not belonging to the passenger or meant for resale/processing.

Requirements for vehicles

#### A. You agree to provide accurate information

- By confirming your booking, you acknowledge that the ship's Captain together with the crew and PB managements Check-in and embarkation personnel, have the right to exercise strict control to ensure that the information you provided at the time the booking was made is accurate. This is required for security reasons and to ensure the health, safety and comfort of passengers.
- If the information provided is considered to be or discovered to be wrong, you agree that additional charges may be applied.

#### B. Type of vehicle and its use

It is required that, without in anyway limiting PB Management discretion:

- the vehicle must be roadworthy;

- the vehicle must be insured for use on public road (and you can show such evidence of insurance if required);
- the vehicle must be covered by a valid Test Certificate as required by the local and applicable law of the country where the vehicle is registered showing that the vehicle is suitable for use (and you can show such evidence if requested);
- the purpose of your trip is not related to carriage of commercial goods;
- the vehicle must be within the permitted dimensions as set out in the current private vehicle tariff;
- you do not carry commercial goods or goods designed for a commercial purpose or commercial goods subject to customs documentation;
- you do not carry hazardous goods (whether rated as hazardous by the International Maritime Organisation (“IMO”) or not);
- any motor vehicles propelled by liquefied petroleum gas (LPG) or natural gas, compressed or refrigerated (LNG) will only be accepted if the vehicle is a recognised manufactured model with the manufacturers standard specification fitted to the vehicle;
- Electric cars are not allowed to be connected to the ship’s electrical system for charging.

#### C. Commercial vehicles

- Vehicles with commercial freight which have not been declared will be charged a surcharge at check-in.

## 10. Dangerous goods or luggage

Passengers must comply with all applicable laws and international conventions relating to the transport of dangerous goods or luggage.

Goods or luggage which might cause considerable inconvenience to the other passengers or the crew, or endanger the safety or security of the ship, human beings or goods, must not be brought aboard. It is therefore not permitted to carry dangerous or offensive weapons, explosives or illegal drugs or narcotics, spare cans of fuel (petrol/diesel-cans) whether full or not or similar items. Paint, chemicals and related products are also considered dangerous goods and are not allowed on board PB Management’ ships.

Any passenger not complying with this provision will be refused boarding and no refund shall be given. We are also entitled for safety and security reasons, to request a search of passengers and to inspect their luggage, vehicles or trailers.

Passengers who need PB Management to transport dangerous goods or luggage must make the request in writing and inform us fully about the dangerous goods or luggage. It is necessary that you inform us properly about the measures we need to take, in order to handle the goods or luggage appropriately.

If the goods or luggage has caused damage or loss, you shall pay compensation if you or any person for whom you are responsible have caused the damage or loss through fault or neglect.

Vehicles with the appropriate permits are allowed to carry gas bottles up to a maximum weight of 47 kilograms, for the passengers use with camper vans or caravans. During the time that the vehicle is parked on any terminal operated by PB Management and during the vehicles transit on any vessel operated by PB Management such gas bottles must be turned off and disconnected.

## 11. Cabin luggage

Cabin luggage includes items that you bring into your cabin.

Passengers travelling with PB Management are allowed up to 50 kg cabin luggage per adult and 25 kg per child. It is the passenger’s responsibility to inform PB Management of goods/personal property in excess of the above amounts.

If PB Management and/or customs authorities require so, passengers must identify the nature and amount of the items of luggage.

## 12. Change or cancellation by you

Prior ship's departure you have the right to change and/or cancel your bookings via our website [www.pbm.bg](http://www.pbm.bg), or by contacting us or our registered agents by writing. You shall be entitled to claim return of the paid ticket price as follows:

- A. in full amount – upon notification at least 7 days before departure of the ship.
- B. 50 % - upon notification made at least 3 days before departure of the ship.
- C. when notification is made less than 3 days before ship's departure carriage price is not refundable and retained in full by the Carrier.

## 13. Changes, cancellations or delays by us

### 13.1 Changes to ferry timings and to the routes of our ships

We are not responsible for the advertised time of arrival and departure being adhered to. All departure and arrival times and the identity of ships shown in our literature, published sailing schedules or timetables, on our website or at any other location and on any confirmation advice or voucher are estimates only and cannot be guaranteed.

Dates of arrival and departure are subject to changes for reasons beyond control of sea carrier which include but not limited to port berth availability, weather conditions, extended customs, passport police and other authorities formalities, other reasons beyond sea carrier's control. Dates of departure and arrival may be subject to changes both before and after the beginning of the voyage.

All our ships are subject to weather conditions and force majeure events as defined in the introduction. Timetables, routes and ships may be changed at any time without notices. We also reserve the right to cancel any confirmed booking to travel on our vessels.

Furthermore, we shall be at liberty to comply with any order or recommendations given by any Government or by a person, who under the terms of the War Risks insurance on the ship has the right to give such orders or recommendations, and compliance with such orders or recommendations shall not be deemed to be a deviation or breach of our obligations to you.

In the event of travel by sea, we shall be at liberty to follow any reasonable means, methods and routes including, but is not limited to, vessels sailing with or without pilots, undergoing repairs, adjusting equipment, dry-docking and assisting vessels in all situations.

### 13.2 Cancellation or delay of our passenger services

The Passenger Rights Regulation (EU Regulation 1177/2010) [[http://ec.europa.eu/transport/themes/passengers/maritime/doc/summary\\_en.pdf](http://ec.europa.eu/transport/themes/passengers/maritime/doc/summary_en.pdf)] provides certain rights for passengers in the event of cancellations and delays of our passenger services. It should be noted that the Regulation makes a number of exceptions to these rights, such as in the event of delay or cancellation due to weather conditions endangering the safe operation of the ship or extraordinary circumstances hindering the crossing which could not have been avoided even if all reasonable measures had been taken. This section only provides an overview of rights that might apply, and each passenger's rights will be assessed on a case by case basis. You should refer to the Regulation for full details of your rights.

Such rights as laid out in Passenger Rights Regulation (EU Regulation 1177/2010) will only be valid for travel to or from a country within the European Union. Should such delays or cancellations occur between countries that are not members of the European Union, compensation, if any, will be governed by any applicable national laws.

## 14. Disabled persons and persons with reduced mobility

If you or someone you are making a booking for is disabled or a person with reduced mobility or with other physical challenges, which makes travel more difficult than it is for others, we welcome you as our customer and will offer whatever assistance we can.

It is very important that you follow the rules as laid down below so that we may provide as much assistance as possible:

### A. Information at the time of booking

We need to know about any requirements for disabled persons or person with reduced mobility requirements in respect of any special needs or assistance before or at the time of booking or advance purchase of the ticket.

This includes all specified needs with regard to assistance during embarkation or disembarkation,

accommodation, seating or services required or their need to bring medical equipment, provided the need is known at the time of such booking or ticket purchase.

## **B. Exceptions and special conditions**

Unfortunately, in certain instances we, may refuse to accept a reservation, to issue or otherwise provide a ticket to or to embark a disabled person or person with reduced mobility in the following circumstances:

- in order to meet applicable national or international safety requirements;
- where the design of the passenger ship or port infrastructure and/ or equipment (including port terminals) makes it impossible to carry out the embarkation, disembarkation or carriage of the said person in a safe or operationally feasible manner.

## **15. Your behaviour**

- A. It is important for the safety and comfort of all on board the ship that you behave properly at all times. Furthermore, that you exercise control over any other person for whom you are responsible. Your mental or physical state or attitude, or behaviour should not present a hazard or risk to yourself, to other passengers, the crew, or to property.
- B. We, the Master and other officers on board may make and enforce such reasonable regulations as we see fit in order to preserve the safety, security, comfort and enjoyment of the passengers and crew. Such regulations may vary from time to time and may be applied differently in different parts of the ship (or to different passengers or groups of passengers in different ways). For example, there are restrictions on the consumption of food and drink on-board which you have carried with you and the playing of loud music.
- C. Due to the circumstances endangering the ship's, the crew's or the passengers' safety we may decline your booking or refuse you boarding. We may also refuse you boarding if your behaviour has been inappropriate during previous trips or if you are not following safety regulations or requirements.
- D. Smoking, which includes e-cigarettes, is not permitted in any cabins on any PB Management ferry. Smoking on-board the ship is permitted in designated areas only, which are appropriately marked including the relevant signs. An additional €200 minimum surcharge shall be applied for smoking in other than designated areas (which corresponds to the value of the cleaning services to be ordered by us).
- E. An additional surcharge (which corresponds to the value of the cleaning services to be ordered by us) shall be charged for consumption of alcohol in the cabins or accommodation areas of the ship other than bars and restaurants.
- F. Excessive intake of alcohol, where it is clear that the passenger may be a danger to themselves or others - and consumption of illegal drugs - are not allowed on board the PB Management' ships.
- G. All our employees, crew members and suppliers are under instructions to report any infringement of any regulation by any person. You are also advised that we will not tolerate abusive behaviour, in any form, towards the persons stated above or the rest of the passengers on-board the ship.
- H. In any of the circumstances described above, we reserve our rights to decline your booking, refuse you boarding and/or (where necessary) restrain you or remove you from the ship. We will owe you no liability in such circumstances as described above and you will be solely responsible for any of your own or our incurred costs.

## **16. Our liability to you for injury, damage to luggage etc.**

We shall always try to perform and serve you as best as we can so that your journey and any other services related to your booking and/or ordered by you are smooth and pleasant.

You are advised that the provisions of the Athens Convention as in force under Bulgarian Law may be applicable. In most cases, this limits our liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables.

We shall not be liable for any loss or damage you suffer, including personal injury or death, unless the



loss or damage is caused by our own negligence or breach of statutory duty. This also includes breach of contract, or negligence of our employees or suppliers acting within the scope of their authority. In these cases, any compensation that you are entitled to will be limited in accordance with the Athens Convention.

According to the Athens Convention (protocol 2002) our liability is limited to (i) SDR 400,000 for death or injury of passengers, (ii) SDR 2,250 for loss of or damage to cabin luggage, (iii) SDR 12,700 for loss of or damage to vehicles including luggage carried in or on the vehicle, or (iv) SDR 3,375 for loss of or damage to luggage other than that mentioned in points (ii) and (iii) above.

We would like to draw your attention to the fact that, generally, we shall be under no liability to you at all if you fail to keep your contractual obligations due to:

1. your own faults/defaults or the faults/defaults of anybody else included in your booking;
2. a third party unconnected with the provision of any service contracted for and the failure is unforeseeable or unavoidable;
3. any unusual and unforeseeable circumstance beyond our control, the consequence of which could not have been avoided even if due care had been exercised; or
4. Weather conditions or force majeure events, which we or any supplier of services, even with all due care, could not foresee or forestall.

It is important for the payment of compensation for damages, that you notify us of any complaint or claim strictly in accordance with section 17 (Complaints) below.

Subject always to the above, our liability is specified as follows:

## **A. Further regulations regarding our liability**

### **Valuables and money**

We shall not accept any liability for loss of or damage to money, securities and other valuables, such as gold, silver, watches, jewels, jewellery and objects of art nor for live animals.

### **Liability for vehicles**

Driving vehicles on board and ashore is done at your own risk and without any liability to us. It is up to you to see to it that the parking brake of your vehicle is correctly applied once the vehicle is on board and throughout the carriage. We are entitled at our own option and without previous notice to you to transport vehicles on the weather deck.

Any damage to vehicles on-board must be reported to a ship's officer before disembarkation, otherwise, you risk that you will be refused payment of compensation for such damages.

## **17. Complaints**

If there is a problem during your travel whilst on-board one of our ships or other services related thereto which you have purchased via PB Management, you must report it to us immediately.

We will immediately make an effort to solve the problem.

In the case of damage to your luggage or vehicle you must make us aware of:

- visible damages before or during the time of disembarkation which must be reported to an Officer of the vessel, and
- loss or damages, which are not visible, within 3 days from the time of disembarkation.

### **A. Contact the Passenger Captain on board**

On the ship, we ask that you contact the Passenger Captain to find a solution to any problems encountered on board.

You can send your complaint to our customer service in writing or via email: [customer@pbm.bg](mailto:customer@pbm.bg) when submitting your complaint you must write your booking confirmation number in the subject line of the email and advise us of your day and evening telephone numbers. In this way we can investigate the matter fully and give you a proper reply without delay.

## **18. Data protection**

We will register any information, including personal data; you give us in connection with your booking in accordance with the Bulgaria Data Protection Act.

If, as a result of breaching any of these Conditions or otherwise, we can after a thorough investigation, place your name on our banned customer list. We will hold such information as is required (your name, date of birth and passport number) to enable us to prevent subsequent bookings by you, for as long as we consider appropriate. Your information will not be held for longer than necessary.

## **19. Carriage of goods with PB Management' ships**

Carriage of goods and other commercial business-to-business relationships concerning the carriage of goods and commercial vehicles are subject to PB Managements' Freight Conditions of carriage. These conditions will govern your and our relationship in respect of the carriage of the goods mentioned in this section.

Freight tariffs will be applicable for commercial goods, including among other things samples, tools, household removals, collections which are being transported in vehicles, cargo trailers, etc.

## **20. Law and jurisdiction**

All disputes and matters howsoever arising between the passenger and PB Management (including but not limited to disputes in connection with the booking and carriage and these Conditions) shall be subject to Bulgarian Merchant Shipping Code and shall be subject to the exclusive jurisdiction of the Courts of Bulgaria. No proceedings may be brought before any other court unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

Addresses:

PB Management LTD,3 Industrialna str., BG-8000 Burgas

PB Management, 01 August 2014

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