

GENERAL TERMS AND CONDITIONS OF SALE OF COMPAGNIE L'EXPRESS DES ILES and its subsidiary Jeans for Freedom effective 1 January 2024

1. DESIGNATION OF SELLER

L'EXPRESS DES ÎLES, SAS with a capital of € 1,524,500

Head Office: Gare Maritime de Bergevin - 97110

Pointe-à-Pitre. RCS 437 743 974 Pointe-à-Pitre

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Mail: contact@express-des-iles.com

Address of sales website: www.express-des-iles.com

(hereinafter referred to as "EXPRESS DES ILES" or "the Company")

2. CONTENT AND SCOPE

The present General and Special Conditions of Sale apply automatically to all transport tickets offered for sale and sold by the company L'EXPRESS DES ILES and its subsidiary JEANS FOR FREEDOM, which it represents. They apply to sales made through all distribution and marketing channels.

Any order or purchase implies unreserved acceptance of these General and Special Terms and Conditions of Sale, which take precedence over all other conditions, with the exception of those expressly accepted by the Company and appearing on the booking contract.

The customer declares that he/she has read and accepted these General and Special Terms and Conditions of Sale before booking and concluding the contract.

IMPORTANT: the customer plays an active role in the contract entered into and must ensure that the service is correctly selected, the departure dates, the destination and the correct transmission and spelling of the personal identification information relating to him/herself and the other passengers. The Company is not responsible for booking errors attributable to the customer.

In addition, the customer must inform the Company, in writing and prior to any reservation, of any particularities concerning him and likely to affect the journey (people with reduced mobility with or without a wheelchair, presence of an animal, transport of musical instruments, etc.).

3. PRE-CONTRACTUAL INFORMATION

The Customer acknowledges that, prior to placing an order and/or entering into a contract, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information listed in article L. 221-5 of the French Consumer Code.

4. SERVICES MARKETED BY THE COMPANY

L'EXPRESS DES ILES, whose activity consists of transporting passengers, their luggage and their vehicles, markets sea crossings between Guadeloupe / Marie-Galante / Les Saintes / Dominica / Martinique / Saint Lucia on its ships and those of its subsidiary JEANS FOR FREEDOM which it represents. The routes serving (from or to) Guadeloupe, Dominica, Martinique and Saint Lucia are hereinafter referred to as "**International routes**". The routes serving Guadeloupe / Marie-Galante / les Saintes are hereinafter referred to as "**Regional routes**".

These are sea crossings with or without vehicles, without facilities (no assigned seats) and without catering (drinks and food on board are paid for by passengers). Ticket prices depend on the destination (regional or international line), whether the ticket is changeable (with charges) or not, whether it is refundable (with charges) or not, and any days of travel. Fares, offers and promotions can be consulted in agencies and on the website www.express-des-iles.com

The liability of the maritime carrier is governed by French law, in particular the French Transport Code, and by European and international texts applicable to maritime transport (in particular Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents and Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 on passenger rights, etc.).

travelling by sea or inland waterway (Texts can be consulted on the websites www.legifrance.fr and www.eur-lex.europa.eu). These texts apply only in the cases and to the extent that they are binding on the parties, who are also subject to the conditions and stipulations set out below.

A summary of rights of passengers can visit consulted at this page:
https://www.economie.gouv.fr/files/files/directions_services/dgcrf/documentation/fiches_pratiques/fiches/voyager-en-bateau.pdf?v=1674487233

In the event of cancellation or delay, passengers' rights are governed by regulation (EU) no. 1177/2010. In particular, the carrier will not be held responsible for any cancellation or delay due to weather conditions that compromise the safe operation of the ship or to extraordinary circumstances that prevent the transport service from being carried out.

In the event of an accident, personal injury or claim, any claim must be made within two months of the date on which the transport service was performed or should have been performed.

5. NO RIGHT OF WITHDRAWAL

Article L. 221-2 of the French Consumer Code excludes the consumer's right of withdrawal for passenger transport services. La Compagnie avails itself of this absence of the right of withdrawal and indicates that **the customer will not have any right of withdrawal**.

6. BOOKING - TICKET PURCHASE - PAYMENT - TICKET VALIDITY

6.1 Prices

Final ticket prices are quoted in euros, including all taxes (VAT) per person.

Unless otherwise stated, this price does not include certain taxes or additional charges imposed by the authorities of certain countries (in particular exit tax, tourist tax, visa fees), the amount of optional insurance, excess baggage charges, personal expenses and, more generally, any service not expressly included in the booking summary.

6.2 Reservation

Reservations can be made online, by telephone or at our ticket offices up to 15 minutes before the departure time. For each booking, the customer selects the port of departure and the port of arrival required, the dates of carriage and the number of passengers.

The fares available for booking are displayed:

- TOUPITI*: tickets can be changed with a fee and are non-refundable - preferential rate available on Tuesdays and Thursdays for the
Regional routes and Thursdays and Saturdays for International routes.
- BEBE**: tickets can be changed free of charge and refunded if the legal representative has a FLEX ticket.
- CHILDREN: tickets can be modified with a fee and reimbursed if their legal representative has a FLEX ticket.
- ZEN*: tickets can be changed at extra cost and are non-refundable.
- FLEX*: tickets can be changed free of charge and refunded for a fee of €10 per ticket
- CAR or BIKE PACKAGE
- ADDITIONAL BAGGAGE
- FIDELITY CARD

The customer selects the tariff they want and enters the following information: gender, first name, surname, date of birth, telephone number and e-mail address, as well as a postal billing address. For International lines, an ID number must also be provided.

Contact information (telephone and email address) is requested to enable the Company, as far as possible, to warn the Customer of any traffic disruption (timetable changes, delays, cancellations). In this respect, the Customer undertakes to provide accurate and up-to-date information when purchasing tickets. The Company may not be held responsible for the consequences of the Customer providing inaccurate, erroneous or incomplete information.

In the event of a change in fares introduced by the authorities, or an increase in taxes in force, ticket prices may be increased without prior notice. In the event of a fare increase, the passenger formally undertakes to pay the amount of the increase before boarding.

If the ticket is not used, no refund will be given.

* TOUPITI, ZEN and FLEX fares: apply to all passengers who have booked this option, except infants on international routes. The child fare for children under 12 years of age is only available on regional routes.

** BEBE fares: apply only to passengers under two years of age.

6.3 Payment

At the time of booking, the customer pays 100% of the total cost of the reservation. No options will be offered and no reservation will be valid without payment.

Only group bookings (minimum of 10 passengers travelling together on the outward and return journeys) and charters may be the subject of a partial payment (deposit of at least 25% of the total value of the booking) and an option date. Where applicable, if the balance of the booking is not paid within the time allowed (balance on D-8), the booking of tickets on Regional or International routes is cancelled and the amount of the partial payment cannot be reimbursed. It will be converted **into a credit note valid for one year from the date on which the file was created**. It may be used within this period as a means of payment for a new purchase of an equivalent service. **The amount of this credit is not refundable under any circumstances.**

The Customer guarantees to the Company that he/she has the necessary authorisations to use the method of payment chosen by him/her, when validating the reservation. EXPRESS DES ÎLES reserves the right to suspend any reservation management and any execution of services in the event of refusal of authorisation of payment by bank card on the part of officially accredited organisations or in the event of non-payment of any sum due under the contract.

Payments made by the customer will not be considered final until the Company has received the sums due.

The Customer can choose from the following payment methods offering optimum security:

- **Credit cards:** CB, Visa, Mastercard, American Express (AMEX) - **Payment possible in several instalments free of charge** subject to conditions at our ticket offices in Pointe-à-Pitre and Fort-de-France only (subject to a minimum basket of €250 with Crédit Agricole).
- **Holiday vouchers can be used** at our ticket offices in Pointe-à-Pitre, Marie-Galante and Fort-de-France only.
- Bank **transfer** for group orders or batches of tickets.

6.4 Ticket validity

International routes: Changeable tickets are valid for one year from the date of purchase. They may be extended up to 30 days after their expiry date for a fee of €20 per ticket. After this 30-day period, the extension will no longer be possible and the tickets will be lost.

Regional lines: Changeable tickets are valid for one year from the date of purchase. They may be extended up to 30 days after their expiry date for a fee of €10 per ticket. After this 30-day period, the extension will no longer be possible and the tickets will be lost.

Special case of Discovery Days: Tickets for Discovery Days are valid until the date of the planned trip. After that date, they are considered expired and cannot be modified, refunded or claimed.

For changeable vehicle tickets only: Vehicle tickets are valid for one year from the date of purchase. They may be extended for up to 30 days after the expiry date for a fee of €200 per ticket. After this 30-day period, the extension will no longer be possible and the tickets will be lost.

6.5 Travel documents

In addition to these General Terms and Conditions of Sale and Carriage, customers will also receive :

- **On Regional and International Lines when purchased via our website or our call centre:**

A customer document entitled **MEMO VOYAGE** indicating the File Number, which includes all the details of the journey and the fare, is sent by email to the email address provided by the customer. Please note that this is **not an E-TICKET**, but a MEMO VOYAGE which, **in order to travel, requires you to collect your boarding pass from self-service kiosks, from an Express des Iles agency or from the check-in desk before boarding on International routes.**

- **On Regional and International routes when purchased at one of our ticket offices:**

A ticket is issued for boarding and must be handed in at the time of boarding. On International routes, the outward ticket will be issued after check-in.

A card per passenger, per vehicle and per additional service is issued at the check-in desk on the day of departure. It gives access to the vehicle, the garage and additional services, and must be presented at all checks during the crossing. In the event of loss, theft or any other similar event, the passenger will have to pay the fare again. This card must be kept on board and after the end of the journey so that it can be presented in the event of any request or complaint.

At boarding, on all routes, any booking with anomalies in taxation (e.g. incorrect vehicle dimensions or additional volume on the roof or at the rear of the vehicle not specified, etc.) and made without complying with the regulations in force will be readjusted (payment of the fare difference) and amendment charges will be levied. Otherwise, boarding will not be authorised.

L'EXPRESS DES ILES reserves the right to refuse embarkation of vehicles that do not comply with the declarations made at the time of booking in the event of a lack of suitable spaces in the ship's garage.

If your ticket is lost or stolen :

- you must inform our services as soon as possible at support@express-des-iles.zendesk.com, or our nearest branch,
- No duplicate boarding pass will be issued; its loss, theft or any other similar event will result in the purchase of a new boarding pass for travel. The initial ticket cannot be reimbursed under any circumstances, even at the end of its period of validity.
- only the FLEX ticket may be refunded on expiry of its validity, subject to a fee of €10 per ticket. Refunds will be made after checking that the ticket has not been used and that no fraudulent use has been made of

it. In general, the Company reserves the right to refuse passengers boarding in the event of :

- i. failure to comply with these general terms and conditions of sale,
- ii. behaviour that puts themselves, other passengers, members of the crew or any other person at risk, as well as property belonging to the persons mentioned,
- iii. refusal by the national authorities of the country of departure or arrival,
- iv. inappropriate behaviour likely to disrupt boarding, transport or disembarkation,
- v. offensive behaviour towards Company staff or other passengers.

7. MODIFICATION - CANCELLATION - REFUND

7.1 Terms and conditions for changes by the customer

If you have to change the dates of your journey after you have made your reservation, in addition to returning the original ticket if it has been issued, you will be asked to pay the change fee as indicated below (in addition to any fare adjustment for a TOUPITI ticket):

- **On Regional Lines for modifiable fares**, if the date is modified:
 - Before departure: €3 charge per ticket for **TOUPITI / ZEN / CHILD fares**
 - Special case of the **FLEX** fare: no modification fees or fare readjustments are applied before or after departure.
- **On International routes for modifiable fares**, if the date is modified:
 - Before departure: €5 charge per ticket for **TOUPITI / ZEN fares**
 - Special case of the FLEX fare: no date change fees or fare readjustments are applied before or after departure.
 - Special case for passengers with a valid EXPRESS + season ticket: date change free of charge before departure, €30 after departure and in the event of a NO-SHOW.

For all routes, change fees may vary depending on the fare applied. Only FLEX tickets can be changed free of charge. In addition, any modification and revalidation fees charged when modifying your reservation cannot be refunded in the event of cancellation due to the customer, the Company or external events.

Include table of possible modifications with charges and conditions

7.2 Cancellation by the customer and refund conditions

If you are obliged to cancel all or part of your trip, please contact us as soon as possible and before the date of cancellation.

If you wish to cancel your tickets, please contact the agency that made your reservations or our customer service department at support@express-desiles.zendesk.com to cancel your seats and request a refund if your ticket allows this (FLEX fare).

If the file is in "partial payment" status for a deposit on a group trip:

- if you cancel your trip, the amount of the partial payment will be retained in full.
- this amount can be reused for up to one year from the date of deposit to book a new group trip (credit note)

If the application is paid in full :

- if you cancel your trip, the full amount of your booking will be retained.
- only **FLEX tickets** for which the conditions provide for reimbursement with a fee may be reimbursed. A refund fee of €10 per ticket will be applied for the refund of all or part of the ticket. Requests for refunds must be made within 60 days of the planned date of travel.
- tickets for chauffeur-driven vehicles are non-refundable under any circumstances.
- additional baggage purchased by you is non-refundable (except for **FLEX tickets**) In the event of "partial" non-embarkation of passengers or the vehicle, no modification or refund will be granted.

Refunds and exchanges are subject to presentation of the original ticket for the journey concerned.

For all networks, certain tickets issued at special fares are subject to restrictions on changes, cancellations and refunds. The conditions are indicated on the tickets and are available at all our points of sale.

IMPORTANT: For International routes, a NO SHOW by the customer (no-show at check-in) on the day of the scheduled departure automatically results in the cancellation of the reservation for the return journey and the need to make a ticket change.

8. PASSENGER BAGGAGE

Only personal items and clothing necessary and appropriate for the purpose of the journey may be loaded as luggage. The carrier is not liable for cash, securities, jewellery, cameras, camcorders, computers, telephones and other valuables carried by passengers.

Each passenger must mark their name, full address and telephone number on each item of baggage. The Company will not be liable for any loss, damage or delay resulting from failure to comply with these instructions.

- **On the International line**

Tickets sold by the Company always include 25kg of baggage (except in the case of special discovery days). This baggage is known as "**hold baggage**" and must comply with the following dimensions: **Length + Width + Height = 250cm**

Each passenger is entitled to a maximum of 10kg of hand baggage, known as "**cabin baggage**".

Passengers with the "EXPRESS +" card are entitled to a second piece of hold baggage with the same characteristics.

Additional luggage :

Each additional item of baggage weighing up to 25kg is **charged at €20 per item**.

Each additional item weighing **more than 25kg but less than 32kg** and complying with the stated dimensions is charged at **€40 per item**.

Baggage included in the ticket that weighs **more than 25kg but less than 32kg** and complies with the stated dimensions will be charged.

10 per bag.

Oversized baggage weighing less than 25kg: oversized baggage includes surfboards / windsurfing boards / kite-surfing boards / golf equipment / etc. and is not included in the baggage allowance. **They are charged at €20 per leg (outward or return journey).**

- **On Regional Lines**

Passengers may take their baggage on board the ship up to a maximum of 25kg of hold baggage, the dimensions of which are as follows: **Length + Width + Height = 250cm** + 1 piece of cabin baggage weighing 10kg.

You will be charged **€3 per item of baggage or parcel weighing less than 25kg** to use and drop off your baggage at the baggage counter.

Special case of FLEX tickets: additional baggage may be reimbursed if, and only if, the customer wishes to be reimbursed for the order comprising the tickets and the additional baggage. Additional baggage cannot be refunded as part of an additional order.

No refunds will be made for extra baggage purchased by passengers, nor can dates be postponed for this type of item.

Baggage contents

Only personal items and clothing necessary and appropriate for the purpose of the journey may be loaded as baggage. The Company does not transport freight. In the event that goods of any kind, samples, articles and objects of

In the event of any collection of any kind being loaded as baggage in breach of the above provision, passengers may be refused access to the boat on boarding.

Prohibited materials

Passengers are not authorised to take on board or place in their baggage inflammable, explosive or dangerous materials such as: matches, powder, cartridges, films, firecrackers etc... or objects whose importation is prohibited or which do not comply with customs or police laws and regulations. Passengers who contravene this provision will be liable to the Company or any other carrier for any damage and expenses that may result from the boarding of their baggage, without prejudice to the penalties decreed by the laws French law and laws. Passengers are solely responsible for complying with import and export bans imposed by the customs and police laws and regulations of all countries where the ship calls.

The limits of the carrier's liability for loss of or damage to baggage (excluding vehicles) are set out in Regulation 293/2009 of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents, available here: <https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:32009R0392&from=FR>.

9. REFUSAL OF NEW ORDERS

The Company reserves the right to refuse any new order from a customer who has put safety on board at risk during a previous crossing or who has not paid for all or part of previous crossings on L'EXPRESS DES ILES or JEANS FOR FREEDOM. In this respect, the Company will process your personal data in order to manage the blocking of new orders. For more details, we invite you to consult our Personal Data Protection Policy by clicking on the following link: <https://www.express-des-iles.com>

10. PROVISIONS IN FORCE ON BOARDING

The Company retains the right to substitute one of its ships for the one announced for departure.

IMPORTANT: Check-in deadlines and presentation times are specified in customer documents and on the travel tickets.

Passengers must present themselves at the embarkation point at least one hour and fifteen minutes (1H15) before the scheduled departure time in French ports and two hours (2h00) in foreign ports on the international route. Check-in closes fifteen (15) minutes before the scheduled departure time in French ports and thirty (30) minutes before the scheduled departure time in foreign ports on the international route.

On the regional line between Pointe-à-Pitre and Marie-Galante, it closes five (5) minutes before the scheduled departure time.

Boarding formalities :

In addition to checking the ticket :

On Regional Lines: Identity checks are carried out between Guadeloupe and Les Saintes. L'EXPRESS DES ILES and its representatives reserve the right to check your identity papers, vehicle registration document and proof of discount.

On international routes: You must show proof of identity, authorisation to leave the country in the case of minors, and the vehicle registration document. Proof of reductions will be requested.

European Union nationals MUST present a valid passport* and a VISA if they wish to enter Dominica and Saint Lucia.

For French nationals, a "valid identity card only" is accepted for a trip of less than 14 days.

Passengers entering Dominica from outside the European Union must present a valid passport, visa, residence permit and/or any other document authorising the passenger to enter European territory.

In the event of non-admission, the passengers concerned will have to make the return journey at their own expense, without being able to claim reimbursement for the crossing they have made. The Company therefore strongly advises you to check with consulates and embassies before departure.

Presentation of the vehicle registration certificate is also compulsory, as well as proof of entitlement to a reduced fare. *

Vehicle embarkation on the International route between Guadeloupe and Martinique only: the embarkation of vehicles on board ships depends on the dimensions of the vehicles (length, height and width) given by the vehicle manufacturers. If one, two or three of these dimensions are modified by an additional volume on the roof or at the rear of the vehicle, such as the presence of a luggage compartment or bicycle rack, a supplement will be charged, the amounts and dates of application of which are shown on the www.express-des-iles.fr website.

Important information: Temporary or permanent restrictions and specific formalities may apply to entry into Dominica and Saint Lucia (formalities applicable to passengers, minors, their luggage, goods and pets). These are subject to change at any time by the authorities, so the Company strongly advises you to check with consulates and embassies before departure.

11. SCHEDULES

The Company endeavours to take all necessary measures to transport customers, their luggage and vehicles without delay. In this context, and in order to avoid the cancellation of the trip, the Company may offer the customer transport on a different vessel to the one initially scheduled.

In the event of cancellation or delay, the Company will implement all the provisions of the relevant applicable regulations. Subject to applicable law, the Company will deal with claims for compensation under Regulation (EC) 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. The customer is informed that, in application of this regulation, no compensation equivalent to a percentage of the ticket price will be due if the cancellation or delay is due to weather conditions that jeopardise the safe operation of the ship or to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken (e.g. strong winds, rough seas, strong currents, etc.).

(e.g. high intensity, difficult freezing conditions and extremely high or low water levels, hurricanes, tornadoes and floods).

12. BEHAVIOUR ON BOARD

On board the ships, customers and beneficiaries of tickets booked by this customer undertake not to behave in such a way as to hinder, inconvenience, threaten or endanger any person or persons, property or the ship itself. In this respect, they undertake not to prevent the crew from carrying out their duties and undertake to comply with the crew's instructions and recommendations aimed at ensuring the safety and security of the ship, the smooth running of the ship and the comfort of other passengers. Smoking is strictly prohibited inside ships (decree no. 2006 - 1386 of 15/11/2006) and on the outside decks. The consumption of personal alcohol is not permitted on board. If the customer does not comply with the terms of this

In accordance with the provisions of the law and regulations, the Company may be required to take any appropriate and reasonably necessary measures. To this end, it may, in particular, disembark the customer and/or use restraint measures at any time during the sailing.

13. TRANSPORT RESTRICTIONS

13.1 Underage passengers

The company does not transport unaccompanied minors under the age of 12.

On the regional line, minors must be at least 12 years old to travel without a legal representative.

On the international route between Guadeloupe and Martinique, minors must be at least 16 years old to travel without a legal representative and have a valid authorisation to leave the country.

Since 15 January 2017, it has been compulsory for minors travelling on international routes (Guadeloupe and Martinique) without a legal representative to produce an Authorisation to Leave Territory (AST) accompanied by a copy of the identity document of the person signing the authorisation (the minor must also be in possession of their identity documents usually required).

No underage passengers will be accepted to or from Dominica and Saint Lucia.

For full information, we recommend that you contact the relevant administrative departments.

13.2 Pregnant women

Pregnant women may take a sea voyage up to 7 months into their pregnancy, provided they present a medical certificate authorising the voyage.

13.3 Passengers requiring assistance

Passengers requiring special assistance during the journey (respiratory problems, reduced mobility, visually impaired, etc.) are asked to indicate this when making their reservation and when boarding.

14. INSURANCE

Passengers are responsible for ensuring that their vehicle, luggage and pets are properly insured before accepting these Terms and Conditions.

Subject to the provisions of Regulation (EU) 392/2009 and the Athens Convention of 1st November 2002, the Company shall not be liable for any loss, damage or expense arising from the inapplicability or inadequacy of any insurance cover in respect of or in connection with any damage, loss (including death, illness or injury to animals), detention, damage, delay, failure to deliver or non-delivery of baggage or passengers, however caused.

15. ANIMAL TRANSPORT

Importing animals and transporting pets is subject to special national regulations, specific to each country of departure and destination, and European regulations. Animals are not allowed to travel in their owners' vehicles. Furthermore, on all our routes, pets are not permitted in passenger accommodation, and must be reserved exclusively in the baggage area (at an additional cost). Only guide dogs for the blind or assistance dogs accompanying their owners are accepted at no extra charge and allowed in passenger areas, including catering areas.

As the presence of live animals in passenger areas is strictly forbidden, it is the passenger's responsibility to respect this prohibition. If they fail to do so, the Company reserves the right to take the necessary measures against the passenger.

Any customer travelling with a pet on the international line must sign a liability waiver and purchase a baggage tag with the code "PET" so that their pet can be allowed to board the ship.

Transport costs :

Charged per animal and not per cage, i.e. if there are several animals in the cage, the charges will correspond to the number of animals in the cage.

On the International line, fee: €20 per animal
On the Regional line, fee: €10 per animal

16. IMPORT OF FOOD PRODUCTS OF ANIMAL ORIGIN

The import of fresh meat, meat products, milk and dairy products is prohibited. We recommend that you contact the relevant health and veterinary services to find out about the regulations in force in the countries of departure and arrival (EC Regulations no. 132/2008 and no. 206/2009).

17. TRANSPORT OF WEAPONS AND DANGEROUS GOODS ON BOARD SHIPS (REGIONAL AND INTERNATIONAL LINES)

Customers are informed on the Company's website under the heading "Transport of weapons and dangerous goods", in agencies and at ferry terminals, of the regulatory restrictions on the transport of weapons and authorised dangerous goods.

This transport is subject to conditions and/or declaration to the Company.

Customers can directly consult the list of goods prohibited on board, and the list of dangerous goods authorised subject to conditions.

For non-commercial vehicles, the transport of weapons and ammunition, diving equipment and fireworks must be declared to the company. Vehicles such as mobile homes and caravans may be authorised to carry bottles of gas, butane, propane, etc. Similarly, any customer wishing to take this type of goods on board must declare it when checking in at the ferry terminal or agency, or at the latest when boarding the ship.

Passengers wishing to transport a weapon or ammunition must demonstrate a legitimate reason. Depending on the category of firearm in question, a valid hunting licence and a valid shooting licence are deemed to be legitimate weapons transport documents. However, the passenger is only authorised to transport category B, C and D firearms (category A firearms are prohibited in the absence of a specific authorisation) provided that he/she makes a declaration and that they are handed over to the EXPRESS DES ÎLES before embarkation for secure storage.

Passengers are informed of the procedure for keeping weapons when they board.

The transport of weapons by persons constituting a law enforcement detachment is subject to special conditions.

18. COMPLAINTS

Passenger rights are defined by Regulation (EU) 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.

Only complaints received during the period of validity of the files and no later than 60 days after the initially planned date of travel will be processed. In the event of a dispute, you will be asked to provide original boarding pass tickets or customer documents. Any complaints received after this 60-day period or without the original boarding pass tickets will be considered null and void.

Complaints can only be made online: support@express-des-iles.zendesk.com

19. PERSONAL DATA

In the course of its business, the Company implements and operates the processing of personal data relating to customers and ticket beneficiaries. For more details, you can access our Personal Data Protection Policy by clicking on this link: <https://www.express-des-iles.fr/politique-de-confidentialite/>

20. SETTLEMENT OF DISPUTES

The illegality or invalidity of any clause, paragraph or provision of these General Terms and Conditions of Sale shall not affect or invalidate any other paragraph or provision of these General Terms and Conditions of Sale.

20.1 Applicable law and jurisdiction

These general terms and conditions are subject to the application of French law, without prejudice to more protective national provisions for consumer customers residing in a European Union country (outside France). This applies to both substantive and formal rules.

20.2. Mediation

The customer may have recourse to conventional mediation, in particular with the Commission de la médiation de la consommation (Consumer Mediation Commission) or with existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

If the customer fails to receive a satisfactory reply within 60 days of lodging a complaint with the Company, he may refer the matter to the Tourism and Travel Ombudsman, whose contact details and procedures are available on his website: www.mtv.travel.

20.3. Online sales

If the ticket has been purchased online by the customer, the latter is informed that, in accordance with Article 14.1 of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, he/she may lodge a complaint and select a dispute resolution body on the following website:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

SPECIAL CONDITIONS FOR CAR OR MOTORBIKE PACKAGES

The purpose of these Special Terms and Conditions of Sale is to define the rights and obligations of the parties in the context of the marketing by the Company of CAR or MOTORBIKE PACKAGES.

They replace and supplement the General Terms and Conditions of Sale in respect of the matters dealt with therein. In the event of any contradiction between the two, the Special Terms and Conditions of Sale shall take precedence over the General Terms and Conditions of Sale.

Characteristics of vehicles accepted on board :

Vehicle in running order Maximum

length: 4.30 metres Maximum

width: 1.90 metres Maximum

height: 1.90 metres

Gross Vehicle Weight (GVW): 1.2 tonnes or 1,200 kg

For an outside vehicle that does not comply with one of the dimensions, length or width, the outside rate will apply (fixed vehicle rate x 2 including a driver). Please note that the maximum height of 1.90 metres may not be exceeded under any circumstances.

Only LPG-fuelled vehicles fitted with a safety valve are allowed on board ships.

If the above dimensions are exceeded :

- If availability permits, you will need to pay for an additional seat.
- If this is not the case, the Company reserves the right to refuse boarding to any oversize vehicle. In this case, you will not be able to travel and will not be entitled to any refund.

Documents to be provided on boarding:

- ✓ Driver's valid identity card or passport

- ✓ Driver's licence
- ✓ Insurance certificate + coupon (photocopies not accepted)
- ✓ Original vehicle registration document
- ✓ Up-to-date roadworthiness test for vehicles over 4 years old
- ✓ Authorisation from the owner if the vehicle does not belong to the driver

Opening and closing times for registration :

Vehicles called: **1h15** before departure

Check-in closes: 30 minutes before departure (after this time, check-in is not guaranteed) Boarding

closes: 30 minutes before departure (after this time, boarding is not guaranteed)

Modification of the vehicle ticket :

- **If the customer has purchased a changeable ticket (€529 AR / €459 AS) or a changeable ticket (€999 AR / €899 AS)**
 - Change fees are €50 per ticket up to 3 working days before departure.
 - Vehicle can be modified, fee: €50, subject to compliance with dimensions
 - Changes must be made no later than 3 working days before departure, failing which a fee of €200 per ticket will apply.
 - In the event of a no-show (no-show on the day of departure), all outward and return bookings will be lost. A €200 date change fee will apply.
- **The customer has purchased a non-modifiable ticket (€459 AR / €399 AS) or a non-modifiable ticket (€899 AR / €799 AS).**
 - No changes are possible, and the round-trip ticket is lost if the journey is not made on the scheduled date.
- **The customer joins the waiting list and a place becomes available**
 - With a changeable ticket, customers are invited to change their ticket and a date change fee of €200 will apply.
 - With a non-changeable ticket, the customer is invited to buy a new ticket

Modification of the MOTO ticket :

- **The customer has purchased a changeable ticket (€339 AR / €289 AS)**
 - Change fees are €50 per ticket up to 3 working days before departure.
 - Modifiable motorbike, fee: €50, subject to compliance with dimensions
 - Changes must be made no later than 3 working days before departure, failing which a fee of €200 per ticket will apply.
 - In the event of a no-show (no-show on the day of departure), all outward and return bookings will be lost. A €200 date change fee will apply.
- **The customer has purchased a non-modifiable ticket (€289 AR / €239 AS)**
 - No changes are possible, and the round-trip ticket is lost if the journey is not made on the scheduled date.

Reimbursement of your car/motorbike ticket :

Vehicle tickets are **NON-REFUNDABLE** Loss of

vehicle/motorcycle ticket :

If a **vehicle ticket is lost**, a new ticket must be purchased "for the driver" in order to obtain a boarding card. If necessary, the station will register the lost vehicle ticket and the associated passenger ticket to avoid any subsequent reuse.