

# Conditions of Carriage

Carriage of Checked Luggage

Marine Shipping Operator

**Hankyu Ferry Co., Ltd.**

## Carriage of Checked Luggage

### Chapter 1 General Rules

(Scope of application)

**Article 1** These Conditions of Carriage shall be applied to the carriage of checked luggage pertaining to routes operated by Hankyu Ferry.

2. Matters not stipulated in these Conditions of Carriage shall be referred to provisions of the law and general customs.
3. When special contracts are entered, they shall apply provided that they do not violate the terms of these Conditions of Carriage of Hankyu Ferry or other legal provisions.

(Definitions)

**Article 2** “Checked luggage” for these Conditions of Carriage are goods entrusted for carriage by passengers for their embarkation interval that correspond to the things described below.

- (1) Objects for which the combined lengths of 3 different sides is 2 meters or less that weigh 30 kilograms or less
  - (2) Wheelchairs (Limited to those used by passengers.)
  - (3) Assistance dogs for the disabled (seeing eye dogs, service dogs, and hearing assistance dogs as stipulated in Article 2 of the Act Concerning Assistance Dogs for the Disabled (Act. No. 49 of 2002) that are displaying the identification stipulated in Article 12 of the same act)
2. “Carriage applicants” for these Conditions of Carriage are passengers entrusting carriage of checked luggage.
  3. “Offices” for these Conditions of Carriage are the offices of Hankyu Ferry, the offices of others designated by Hankyu Ferry, and the company’s home page on the Internet.

### Chapter 2 Acceptance of Carriage

(Acceptance of carriage)

**Article 3** Hankyu Ferry shall accept applications for a Contract of Carriage of checked luggage (excluding the items described in paragraph 1-(2) and -(3) of the previous Article), limited to 2 articles per passenger, upon presentation of an authorization code or paper embarkation ticket, within the scope of the transport capacity of ships used and in accordance with the order in which the applications for carriage are made. However, in

consideration of the transport capacity of the ship being boarded, when Hankyu Ferry recognizes no impediments, more than 2 articles may be accepted.

2. In cases corresponding to those described below, Hankyu Ferry may refuse an application for a carriage contract, or cancel a contract that has already been concluded, regardless of the provisions of the previous paragraph.

(1) Hankyu Ferry has taken measures as stipulated in Article 6

(2) The checked luggage corresponds to any of the following items

A. Parcels that are improperly packaged or labeled, fragile items, items that emit an odor, unsanitary items, or other items that may cause trouble for other ship passengers

B. Platinum, gold, or other precious metals, cash, banknotes, securities, stamps, precious gems, artworks, antiques, and other items exceeding the limit specified by Hankyu Ferry

C. Firearms, swords, explosives, etc. that may pose a safety hazard for other passengers, other goods, or the ship

D. Explosives and other items that may pose a safety hazard to passengers, other goods or the ship in use

E. Corpses

F. Living animals (excluding those described in paragraph 1-(3) of Article 2)

G. Other items considered inappropriate for carriage

(3) The carriage applicant acts in a way that violates or may violate the law or provisions of these Conditions of Carriage

(4) The application for the carriage contract is made using carriage conditions differing from this Conditions of Carriage

(5) It is determined the carriage applicant will pose an extraordinary burden as related to the corresponding carriage

(Declaration, etc. of contents)

**Article 4** Carriage applicants must declare in advance to Hankyu Ferry if there will be any checked luggage that correspond to those listed in paragraph 2-(2) of the previous Article. If they will be items that correspond to A, C or D of that section (hereinafter referred to as “hazardous materials”), information necessary for the safe transport of them, such as their names, nature, etc., must be declared in advance to Hankyu Ferry.

2. When accepting applications for checked luggage corresponding to any items listed in

paragraph 2-(2) of the previous Article, Hankyu Ferry may request measures from the carriage applicant for those checked luggage such as accompaniment by a guard or the application of property insurance, at their own expense.

3. If Hankyu Ferry suspects there may be checked luggage that correspond to any items listed in paragraph 2-(2) of the previous Article, Hankyu Ferry may inspect the checked luggage in the presence of the carriage applicant or a third party.
4. For the carriage of checked luggage corresponding to B. of paragraph 2-(2) of the previous Article (referred to as “items of high value” in the next paragraph), Hankyu Ferry is not responsibility for liability for damages from destruction or loss of those checked luggage unless their contents and value are declared upon application for carriage by the carriage applicant.
5. The provisions of the previous paragraph will not apply in the following cases.
  - (1) If Hankyu Ferry knew that they were items of high value when the carriage contract was concluded
  - (2) In the event of loss of or damage to the items of high value due to willful misconduct or gross negligence on the part of Hankyu Ferry or its employees  
(Return, mid-journey unloading, etc.)

**Article 5** Except in the following cases, Hankyu Ferry shall not accept requests for the return, forwarding, or mid-journey unloading of checked luggage. The foregoing does not apply, however, if Hankyu Ferry determines there will be no impediment its operations.

- (1) Return or mid-journey unloading of checked luggage when a carriage applicant does not embark, or disembarks mid-journey
2. If Hankyu Ferry accepts a request by a carriage applicant in accordance with the preceding paragraph, required fares and other costs are to be borne by the carriage applicant.
3. When checked luggage is unloaded mid-journey, carriage of that checked luggage is considered complete.  
(Suspension, etc. of operations)

**Article 6** In cases corresponding to those described below according to legal provisions and other reasons, Hankyu Ferry may take for a scheduled voyage the measures of suspending departure or changing the ship used, the departure and arrival dates, the navigation route or the ports of arrival and departure.

- (1) Cases where weather or sea conditions pose a hazard to the operation of the ship

- (2) Cases where a natural disaster, fire, marine accident, damage to the used ship, or other unavoidable circumstances arise
- (3) When, during a disaster, carrying out smooth evacuation, emergency transport or other similar transport of passengers or cargo
- (4) Cases where ship crew or others involved the carriage go on strike or take part in other dispute activities
- (5) When a passenger has developed an illness or in other situations in which a passenger's life is threatened, or when passenger health may be noticeably damaged
- (6) When illegal behavior occurs such as seizure or destruction of the ship in use
- (7) When there is sufficient reason to believe a passenger has engaged in or attempted to engage in behavior listed in each of the sections of paragraph 1 of Article 18 of "Carriage of Passengers"
- (8) Cases where an order or request is made by a government authority

### **Chapter 3 Fares**

(Fare amounts, etc.)

**Article 7** The amounts and methods of application of fares for carriage of checked luggage (hereinafter referred to as "fares") are prescribed in paragraph 4 and provided in separate documentation submitted to the directors of regional transport bureaus (including transport administration managers).

2. Fares do not include loading and unloading fees for the checked luggage.
3. Fares do not include pickup and delivery fees for the checked luggage.
4. The fare for checked luggage described in paragraph 1-(2) and -(3) of Article 2 shall be free of charge.

(Collection of fares)

**Article 8** Hankyu Ferry shall collect prescribed fares at its offices, and issue electronic or paper checked luggage tickets in exchange.

(Handling of fare changes)

**Article 9** When fares are changed, checked luggage tickets issued by Hankyu Ferry before that change will be valid.

(Refunds and refund handling fees)

**Article 10** In cases corresponding to those described below, Hankyu Ferry shall refund the amount of the fare as described for each case at the office where the checked luggage

ticket was sold or at other offices designated by Hankyu Ferry.

- (1) When a carriage applicant requests a refund for a checked luggage ticket prior to the departure of the voyage of carriage of that checked luggage (excluding cases corresponding to the next item): the amount recorded on the electronic checked luggage ticket (or inscribed on the face of the paper checked luggage ticket)
  - (2) When a passenger cancels their Contract of Carriage and requests a refund in the event that Hankyu Ferry has taken any measures stipulated in Article 6, or has fixed a period during which the cancellation fee shall be waived because of the possibility of taking such measures: the difference between the amount recorded on the electronic checked luggage ticket (or inscribed on the face of the paper checked luggage ticket) and the amount of the fare for the sector already used
  - (3) When Hankyu Ferry cancels a Contract of Carriage as stipulated in paragraph 2 of Article 3: the difference between the amount recorded on the electronic checked luggage ticket (or inscribed on the face of the paper checked luggage ticket) and the amount of the fare for the section already used
2. When paying refunds of fares as described in the previous paragraph, Hankyu Ferry shall assess prescribed handling fees within the amount of 100 yen. Hankyu Ferry will not assess a handling fee, however, for refunds pertaining to (2) and (3) (limited to those pertaining to paragraph 2-(1) of Article 3) of the previous paragraph.

#### **Chapter 4** Acceptance and Delivery, etc.

(Acceptance and delivery, etc.)

- Article 11** Hankyu Ferry shall be responsible for the storage of checked luggage from the time of acceptance from a carriage applicant at its office at a port of loading until delivery at its office at the port of unloading.
2. When a carriage applicant has lost their paper checked luggage ticket, Hankyu Ferry will ascertain that the claimant of the checked luggage is the rightful recipient, and only in cases where the delivery claimant guarantees liability for any losses incurred by Hankyu Ferry for such delivery, which will then be conducted according to separately prescribed procedures.
  3. Hankyu Ferry shall not be liable for damages resulting from delivery of checked luggage to holders of corresponding checked luggage tickets, regardless of whether such holders are valid recipients of that checked luggage.

## Chapter 5 Liability

(Liability of Hankyu Ferry)

**Article 12** For damages arising from destruction or loss of checked luggage, Hankyu Ferry shall be liable only in cases where the event that caused the damages occurred while said checked luggage were under the management of Hankyu Ferry, except in cases where Hankyu Ferry is exempted from responsibility under paragraph 4 of Article 4.

2. The provisions of the previous paragraph will not apply in cases corresponding to those described below.

(1) When Hankyu Ferry can show evidence that the ship in use had no structural defects or functional failures, and that Hankyu Ferry and its users had taken necessary measures for preventing the damages in question or for reasons such as force majeure those measures could not be taken

(2) When Hankyu Ferry can show evidence that the damages occurred due to an intentional act or negligence of the carriage applicant or a third party, or due to the carriage applicant not obeying the law or these Conditions of Carriage

3. Hankyu Ferry shall not be liable for damages that occurred from measures taken by Hankyu Ferry according to the provisions of Article 6, except in cases where Hankyu Ferry is liable according to the provisions of paragraph 1.

(Right of carriage applicants to claim damages)

**Article 13** Carriage applicants who accepted delivery of checked luggage without reservation are considered to have relinquished their right to claim damages that occurred in relation to said checked luggage against Hankyu Ferry. The foregoing does not apply, however, in cases where damages could not be discovered immediately or in cases of partial destruction, and Hankyu Ferry is notified in writing within 14 days from the day of the delivery.

(Liability claims against carriage applicants)

**Article 14** When a carriage applicant causes damages to Hankyu Ferry due to intentional acts or negligence, or by not obeying the law or these Conditions of Carriage, Hankyu Ferry may claim liability for those damages against that carriage applicant.

Applicable Date

These Conditions of Carriage shall apply from April 1, 2023.